

Notice of Contract Purchase Agreement



**State Of Rhode Island and Providence Plantations
 Department of Administration
 Division of Purchases
 One Capitol Hill
 Providence, RI 02908-5860**

V E N D O R	DIMEO CONSTRUCTION COMPANY 75 CHAPMAN ST PROVIDENCE, RI 02905-5405 United States
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CONSTRUCTION MANAGEMENT OF ALTERNATIVE CARE SITES FOR COVID-19 RESPONSE	
Award Number	3673895
Revision Number	0
Effective Period	06-APR-2020 - 31-JUL-2020
Approved PO Date	08-APR-2020
Vendor Number	15049-iSupplier

S H I P T O	DOA-DCAMM 1 CAPITOL HILL 2ND FLOOR PROVIDENCE, RI 02908-5853 United States
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Type of Requisition	EMERGENCY
Requisition Number	1655550
Change Order Requisition Number	
Solicitation Number	3673895
Freight	Paid
Payment Terms	NET 30
Buyer	- Bovis, Thomas
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

BLANKET REQUIREMENTS:
 4/6/2020 - 7/31/2020

IN ACCORDANCE WITH PROPOSAL SUBMITTED FOR EMERGENCY COVID-19 CONSTRUCTION MANAGEMENT SERVICES FOR ALTERNATE HOSPITAL LOCATIONS AND ATTACHED AIA A134 AND A201 CONTRACT DOCUMENTS

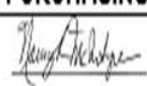
EXHIBIT "A" AS REFERENCED IN SECTION 15.2.2 OF THE AIA DOCUMENT A134 WAS NOT UTILIZED. SPECIFIC INSURANCE AND BOND REQUIREMENTS ARE SET FORTH IN THE CONTRACT DOCUMENTS.

AGENCY CONTACT:
 MAJOR GENERAL CHRISTOPHER CALLAHAN
 COMMANDER, RHODE ISLAND NATIONAL GUARD

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT
 Nancy R. McIntyre

705 NEW LONDON AVENUE
CRANSTON, RI
401-641-8838

SUPPLIER CONTACT:
DIMEO CONSTRUCTION
KOSTA BITSIS
401-781-9800

Reference Documents: 3673895ATTACH.pdf
Proposal.pdf

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

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STATE PURCHASING AGENT

Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

PARTIAL PAYMENTS

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE.

CAMPAIGN FINANCE COMPLIANCE

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: <https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State

agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

 **AIA**® Document A134™ – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price

AGREEMENT made as of the 3rd day of April in the year 2020
(In words, indicate day, month, and year.)

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

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

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

Rhode Island Army National Guard
705 New London Avenue
Cranston, RI 02920

Executive Office of Health and Human Services
3 West Road
Cranston, RI 02920

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

Dimeo Construction
75 Chapman Street
Providence, RI 02905

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

Development of Alternative Care Facilities
See March 31, 2020 Proposal, attached hereto.

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

New England Medical Design, Inc. d/b/a n|e|m|d architects, Inc.
1 Virginia Avenue
Suite 202
Providence, RI 02905
401-432-3532 (telephone)

ADDITIONS AND DELETIONS:

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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The Owner and Construction Manager agree as follows.

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User Notes:

(1414149167)

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See the March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto.

See the March 31, 2020 Proposal, attached hereto.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See the March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto.

See the March 31, 2020 Proposal, attached hereto.

§ 1.1.3 The Owner's budget for the Contract Sum, as defined in Section 2.4:

(Provide total and, if known, a line item breakdown.)

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See the March 31, 2020 Proposal and April 1, 2020 Correspondence, attached hereto. Owner's total budget to be determined at requisition stage.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

As soon as reasonably possible after the date of this Agreement.

.2 Construction commencement date:

As soon as reasonably possible after the date of this Agreement.

.3 Substantial Completion date or dates, if not established in this Agreement under Section 3.3.1.3:

The date of Substantial Completion shall be no later than 21 days following the effective date of this Agreement.

.4 Other milestone dates:

See the March 31, 2020 Proposal, attached hereto, for information regarding the emergency nature of this project. The time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Construction Manager confirms that the Contract Time is a reasonable period for performing the work.

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

See March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto. See also § 1.1.4.4 of this Agreement.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

(Paragraph deleted)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

See the March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto.
See the March 31, 2020 Proposal, attached hereto.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Maj. General Christopher P. Callahan
Rhode Island Army National Guard
705 New London Avenue
Cranston, RI 02920
401-641-8838 (mobile)
401-275-1169 (office – direct)
christopher.p.callahan4.mil@mail.mil

Dacia Reed
Assistant Secretary
Executive Office of Health and Human Services

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3 West Road
Cranston, RI 02920
508-353-2583 (mobile)
401-462-6373 (office)
Dacia.Read@ohhs.ri.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Vahid Ownjazayeri (primary representative/contact)
Vahid.Ownjazayeri@aecom.com
Executive Vice President
10 Orms Street, 4th Floor
Providence, RI 02904
617.371.4425

Richard C. Prior, P.E. (RI, MA, NJ, PA) (to be copied on communications)
Vice President, New England
10 Orms Street, 4th Floor
Providence, RI 02904
Richard.Prior@aecom.com
D: 401.854.2815
M: 401.369.1643

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

- .1 Geotechnical Engineer:
- .2 Civil Engineer:
- .3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

AECOM Technical Services Architects &
Engineers, Inc.
10 Orms Street, 4th Floor
Providence, RI 02904

§ 1.1.11 The Design Agent's representative:
(List name, address, and other contact information.)

New England Medical Design, Inc. d/b/a n|e|m|d architects, Inc.
1 Virginia Avenue
Suite 202
Providence, RI 02905
401-432-3532 (telephone)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Mr. Kosta Bitsis, VP Special Projects, Healthcare
Dimeo Construction
75 Chapman Street

init.

Providence, Rhode Island 02905
kbitsis@dimeo.com
401-639-4559 (cell)
401-330-2270 (office)

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

(List any Owner-specific requirements for subcontractor procurement.)

See § 3.1.11.2 and § 9.1.

Based upon the emergency / critical nature of this agreement the Construction Manager is authorized to engage and procure Subcontractors, goods and services, as needed. This authorization assumes that the Construction Manager will utilize "best judgment" in procuring the required goods and services. Whenever practical Construction Manager will solicit two suppliers to providing pricing. Due to the evolving definition of the scope of work, pricing will be requested as unit prices and hourly rates. In circumstances where manpower and/or materials are limited, the Construction Manager may engage a sole vendor by negotiating a reasonable wage rate based upon current collective bargaining agreements and reasonable mark-ups. Required materials will be paid for based on cost plus 10% mark up. Discounts, rebates, and refunds on required materials will accrue to the Owner in accordance with Article 8.

§ 1.1.15 Other Initial Information on which this Agreement is based:

See the March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto.

See the March 31, 2020 Proposal, attached hereto.

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Contract Sum and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

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

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary Conditions and if any, other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's approval of the Control Estimate, the Contract Documents will also include the documents described in Section 3.2.2 and revisions prepared by the Design Agent and furnished by the Owner as described in Section 3.2.7. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the order of precedence set forth in the Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.4(B). The AIA Document A134 and AIA Document A201 will take precedence after the Federal Laws and Rhode Island General Laws in the Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13.4(B).

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Design Agent and exercise the Construction Manager's best skill and judgment in

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furthering the interests of the Owner; to furnish efficient construction administration, management services, 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 Construction Manager shall complete the Work in accordance with the highest standards applicable to a fully competent first-class construction manager for this type of project. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner, shall apply as specifically provided in this Agreement.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, as modified by the Owner, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager. The term "Contractor" as used in A201-2007, as modified by the Owner, shall mean the Construction Manager.

§ 2.4 Contract Sum, Contract Time and Changes in the Work

The Contract Sum is the actual Cost of the Work as defined in Section 7.1.1 plus the Construction Manager's Fee as defined in Section 6.1. The Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work as certified by the Design Agent in accordance with Section 9.8 of AIA Document A201-2007, as modified by the Owner. The Contract Time shall be measured from the date of issuance of the Purchase Order. Changes in the Work shall be governed by Article 7 of A201-2007, as modified by the Owner.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2007, as modified by the Owner referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Design Agent, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager submitted a Bid Proposal to the Owner dated March 31, 2020 and April 1, 2020 Correspondence (the "Bid Proposal"), wherein the Construction Manager proposed the approach it would pursue to perform the Work required of it under this Agreement. Where not inconsistent with this Agreement, and not in limitation of its obligations under the Contract Documents, the Construction Manager shall utilize both the approach set forth in the Bid Proposal and the approach set forth in this Agreement in performing the obligations of the Construction Manager. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project. The Construction Manager shall not change its Designated Representative without the prior written consent of the Owner and the Owner's Program Manager.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise all due care in performing its Preconstruction Services. The Owner and Design Agent shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Design Agent and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Design Agent may require. Notwithstanding the foregoing, it shall be the Construction Manager's responsibility to ensure that any Work provided by the Construction Manager pursuant to this Agreement shall expressly be provided in accordance with the provisions of Section 3.1.13, and further, the Construction Manager shall be responsible to the Owner for its acts and omissions, as well as the acts and omission of its subcontractors and consultants, and their agents and employees, and all persons and other legal entities providing services or performing work on the Project under this Agreement with the Construction Manager in accordance with Article 12.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

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§ 3.1.2.1 Subcontracts

The Contractor shall provide in each subcontract executed pursuant to the Contract Documents a requirement that: (i) the Subcontractor furnish a payment and performance bond in the full amount of the services to be provided under such subcontract; and (ii) the Subcontractor make the representations and warranties set forth within this Agreement.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Design Agent and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and the Design Agent on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner, Owner's Program Manager, and Design Agent, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Design Agent regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Design Agent in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall provide and periodically update Project schedule information to the Owner's Program Manager for review and the Owner's Project Manager's acceptance. The Construction Manager shall obtain the Owner's Program Manager's approval for the portion of the Project schedule relating to the performance of the Construction Managers services. The Owner's Project Manager's Project schedule shall coordinate and integrate the Construction Manager's services, the Design Agent's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Design Agent and Owner's Program Manager, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Intentionally omitted.

(Paragraph deleted)

§ 3.1.6.2 Intentionally omitted.

§ 3.1.6.3 If the Design Agent is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Design Agent's cost estimates, the Construction Manager and the Design Agent shall work together to reconcile the cost estimates.

§ 3.1.7 As the Design Agent progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner, Owner's Program Manager, and Design Agent and make recommendations regarding constructability and schedules, for the Design Agent's review and the Owner's and Owner's Program Manager's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner, Owner's Program Manager and Design Agent regarding equipment, materials, services, and temporary Project facilities.

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§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner and Owner Program Manager's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Owner's Program Manager and Design Agent's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the Owner's approval of the Control Estimate, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the Owner's approval of the Control Estimate, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Phase Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document.

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

See the March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto.

See the March 31, 2020 Proposal, attached hereto.

§ 3.2 Control Estimate

§ 3.2.1 Intentionally omitted.

§ 3.2.2

(Paragraphs deleted)

Intentionally omitted.

§ 3.2.3 Intentionally omitted.

§ 3.2.4 Intentionally omitted.

§ 3.2.5 The Construction Manager shall develop and implement a detailed system of cost control that will provide the Owner, Owner's Program Manager and Design Agent with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Construction Manager's first Application for Payment and shall be revised and submitted with each Application for Payment.

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§ 3.2.6 Prior to commencement of the Construction Phase, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, unless the Owner provides prior written authorization for such costs.

§ 3.2.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner, Owner's Program Manager and Design Agent of any inconsistencies between the Control Estimate and the revised Contract Documents.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2007, as modified by the Owner, the date of commencement of the Work shall mean the date of commencement of the issuance of the Purchase Order.

§ 3.3.1.2 Intentionally omitted.

§ 3.3.1.3 Substantial Completion

§ 3.3.1.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall endeavor to achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: The date of Substantial Completion shall be no later than 21 days following the effective date of this Agreement as adjusted by mutual agreement between AECOM and the Construction Manager, with Owner's prior written approval.

By the date to be established in the Control Estimate and approved by the Owner.

§ 3.3.1.3.2 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 Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ 3.3.1.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section 3.3.1.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.7.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Design Agent.

§ 3.3.2.2 The Construction Manager shall prepare and submit to the Owner and Design Agent a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2007, as modified by the Owner.

§ 3.3.2.3 Weekly Report

The Construction Manager shall record the progress of the Project. On a weekly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner, Owner's Program Manager and Design Agent, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner, Owner's Program Manager and Design Agent, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the Work, accidents, injuries, and other information required by the Owner.

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§ 3.4 Professional Services

Section 3.12.10 of AIA Document A201–2007, as modified by the Owner, shall apply to both the Preconstruction and Construction Phases.

§ 3.5 Hazardous Materials

Section 10.3 of AIA Document A201–2007, as modified by the Owner, shall apply to both the Preconstruction and Construction Phases.

§ 3.6 Warranties

§ 3.6.1 The Construction Manager hereby warrants that the Work shall be free from defects and deficiencies (including, but not limited to, failure of the Work to conform to, and that the Work, shall conform to the Drawings and Specifications as to kind, quality, function of equipment and characteristics of material and workmanship), which defects and deficiencies (other than latent defects and deficiencies) develop within: (i) a period of one year from the date when all of Final Completion in accordance with the requirements of the Contract Documents, or (ii) such longer period for any component of the Work which may be specified in the Contract Documents, or (iii) any warranty period which may be longer than the periods specified in (i) and (ii) above as provided in any specific warranty for such component. Nothing set forth in this Agreement shall restrict in any way or operate as any limitation on the right of the Owner to seek damages or other remedies against the Construction Manager or any other person under any legal or equitable theory with respect to any defects and deficiencies which are latent in nature and not readily ascertainable in the ordinary course of an observation. The Construction Manager shall not be responsible for the performance of the guarantee or warranty provisions of any third party (except Subcontractors retained by Construction Manager) covered by this Section 3.6. The term "defects and deficiencies" shall include, but not be limited to, any defects, faults, damages, or imperfections in such work, material, or equipment in the Project or Project site (excluding matters that are the sole responsibility of the Design Agent), or any parts thereof so furnished by, through or under the Construction Manager or any Subcontractor which appear prior to the expiration of the applicable warranty period. Reference is made to applicable sections of the Specifications for specific performance and time warranties as may be required therein over and above the one-year general warranty specified herein. Prior to Final Payment and before issuance of the final certificate therefor, the Construction Manager shall submit to the Design Agent signed written warranties, in the form provided by the Design Agent, including the exact language of the individual guarantee provisions of the technical sections of the specifications, but such written warranties shall not limit or diminish the Construction Manager's obligations under the warranties set forth in this Section 3.6 or elsewhere in the Contract. The warranties provided for in this Section 3.6 and elsewhere in this Agreement shall be assignable by the Owner without obtaining the Construction Manager's consent to such assignment; provided, however, that no assignment shall be necessary to cause any warranty or guarantee to inure to the benefit of and be enforceable directly by the Owner and the Owner's successors and assigns. The commencement of these warranty periods shall not be advanced or otherwise affected by the fact that the Construction Manager or the Owner use portions of the Work, including, but not limited to, the electrical, mechanical, and heating and ventilating systems, (i) prior to when such warranty period would otherwise commence (except where sustained or continued use by the Owner cause a Manufacturer's warranty to begin running by its terms) or (ii) that are part of a larger integrated system, in which event such warranty period shall not commence running until the Owner commences use of the entire integrated system. All warranties provided for in the Contract Documents may be enforced by the Owner and may be assigned to and enforced directly, whether or not such warranties are separately assigned, by the Owner and Owner's respective successors and assigns. The one-year warranty period in this Section 3.6 shall not apply to: (i) furniture, office supplies, and office equipment provided under the Contract Documents, or (ii) fixtures or equipment which are covered by a manufacturer's warranty which is assigned to Owner and is for a period of at least one year.

§ 3.6.2 The Construction Manager shall, within a reasonable time after receipt of written notice thereof, but in no event later than 3 working days after receipt of such notice, commence to correct, repair, and make good any deficiencies and defects in the Work for which such materials, equipment, and workmanship as are warranted, and also make good any damage to other work caused by the repairing of such deficiencies and defects. None of such work performed in correcting such deficiencies and defects shall be the basis of a claim for additional compensation or damages.

§ 3.6.3 In the case of any work performed in correcting deficiencies and defects pursuant to the warranties provided for by this Agreement or remedies otherwise available to the Owner, the warranty periods specified by this Section 3.6 or elsewhere in the Contract Documents shall continue until the later of: (i) the date upon which the original warranty period would expire for such defective work, or (ii) 90 working days after such corrective work is completed.

§ 3.6.4 These remedies shall not deprive the Owner of any action, right, or remedy available to it for breach of any of the provisions of the Contract Documents by the Construction Manager and the periods referred to in this Section 3.6, or such longer time as may be specified elsewhere, shall not be construed as a limitation on the time in which the Owner may pursue such other action, right, or remedy. In addition, the Construction Manager warrants to the Owner that the Work will be performed in a safe and careful manner and will conform to the requirements of the Contract Documents.

§ 3.6.5 The Construction Manager shall require each Subcontractor to execute and deliver to the Owner a warranty of the Work to be performed by such Subcontractor, in form satisfactory to Construction Manager and the Owner which shall conform to the requirements of this Section 3.6 and shall otherwise be in form and substance satisfactory to the Construction Manager and the Owner.

§ 3.6.6 The Construction Manager shall obtain warranties with respect to all equipment and materials and personal property supplied with respect to the Work from the respective suppliers, no less favorable than the standard warranty supplied with respect to such equipment, materials, and personal property by the suppliers thereof, which warranties shall be enforceable directly by the Owner against such suppliers and shall be in addition to any warranty provided by the Construction Manager herein or by any Subcontractor.

§ 3.6.7 The warranties shall be executed by the respective Subcontractors not later than the date of the application for Final Payment to the Subcontractor with respect to the applicable Subcontract. The Construction Manager shall obtain such warranties from each Subcontractor and deliver one executed original of each to the Owner, Owner's Program Manager and the Design Agent. The Construction Manager shall bind copies of warranties together in a single volume, grouped by trade and properly indexed. The Owner shall have no obligation to make any payment with respect to the portion of the Work provided by any Subcontractor which has not delivered the warranties required of each Subcontractor.

§ 3.6.8 Warranties applicable to permanent electrical, mechanical, heating, and ventilation systems for which the Construction Manager has elected to use on a temporary basis will not begin until the Construction Manager has completed temporary use of such systems, restored such systems to like-new condition, and turned the systems over to the Owner for permanent use or operation by the Owner, provided, however, that if the system is such that it interacts in any material degree with any other system which has not been turned over for permanent use or operation by the Owner, then such period shall begin at the time of Final Completion, whichever is earlier.

§ 3.6.9 The Construction Manager shall commence, diligently prosecute, and complete the Work as set forth in this Article 2 and elsewhere in this Agreement. The times stated in this Agreement for the commencement, prosecution, and completion of the Work, and the furnishing and installation of all material and equipment shall for all purposes be deemed to be of the essence of this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Intentionally omitted.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager, Owner's Program Manager, and Design Agent. The Owner, Owner's Program Manager and the Design Agent, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish or cause to be furnished, if required for the Construction Manager's performance of the Work, the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager

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shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, as modified by the Owner, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Owner's Program Manager

The Owner has retained an Owner's Program Manager to provide services, duties, and responsibilities as described in AIA Document A172-2014, Standard Form of Agreement Between Owner and Program Manager, as modified by the Owner. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Owner's Program Manager, and any further modifications to the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Based upon actual hours incurred applied to the agreed upon billable rates contained in Exhibit B

See March 31, 2020 Proposal, attached hereto.

See April 1, 2020 Correspondence, attached hereto.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth in Exhibit B.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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See March 31, 2020 Proposal, attached hereto.
 See April 1, 2020 Correspondence, attached hereto.

Individual or Position **Rate**

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within 21 days of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

(Paragraphs deleted)

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after approval of the Control Estimate. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

2.4% (see April 1, 2020 Correspondence, attached hereto)

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

In accordance with Rhode Island Procurement statutes, regulations, the Solicitation and the Purchase Order.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

In accordance with § 7.3.11 of the AIA A201-2007, as modified by the Owner.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed the standard rental rate paid at the place of the Project.

§ 6.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 6.1.7 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$250.00 a day. The parties have reasonably determined the sums set forth in this Section to be a fair estimate of the Owner's actual damages which are difficult to ascertain in the event of delay.

§ 6.1.8 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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§ 6.2 Changes in the Work

§ 6.2.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work, as provided in Article 7 of AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner. The Construction Manager shall incorporate all changes in the Work and Contract Time as separate entries in the Control Estimate.

§ 6.2.1.1 The Design Agent may order minor changes in the Work as provided in Article 7 of AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 6.2.2 Increased costs for the items set forth in Sections 7.1 through 7.7 that result from changes in the Work shall become part of the Cost of the Work, and the Construction Manager's Fee shall be adjusted as provided in Section 6.1.3.

§ 6.2.3 If the Construction Manager receives any Drawings, Specifications, interpretations or instructions from the Owner, Owner's Program Manager or Design Agent which are inconsistent with the Contract Documents, or encounters unanticipated conditions, any of which will result in a significant change in the Cost of the Work in comparison with the Control Estimate or the date of Substantial Completion, the Construction Manager shall promptly notify the Owner, Owner's Program Manager and Design Agent in writing and shall not proceed with the affected Work until the Construction Manager receives further written instructions from the Owner, Owner's Program Manager, and Design Agent.

§ 6.2.4 In calculating adjustments to subcontracts (except those awarded with the Owner's prior written consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of the A201–2007, as modified by the Owner, and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007, as modified by the Owner, shall have the meanings assigned to them in AIA Document A201–2007, as modified by the Owner, and shall not be modified by Sections 6.1 and 6.2, Sections 7.1 through 7.7, and Section 7.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.2.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

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§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See March 31, 2020 Proposal, attached hereto.

See April 1, 2020 Correspondence, attached hereto.

§ 7.2.3 Wages or salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification. The Owner shall compensate the Construction Manager based upon the actual hours incurred applied to the agreed upon rates contained in Exhibit B.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts, including the costs of Subcontractor payment and performance bonds and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, general conditions and general requirement costs specified on Exhibit C. Construction Manager will utilize "best judgment" in expending costs identified in Exhibit C. All items other than labor rates identified in Exhibit C must be verified by the Owner's Program Manager.

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§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. General and Umbrella liability premiums will be compensated at the agreed upon rate of \$9.50 per \$1,000 of the total Cost of the Work.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Intentionally omitted.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to AIA Document A201–2007, as modified by the Owner or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Design Agent as required by Article 3 of AIA Document A201–2007, as modified by the Owner. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee.

§ 7.6.6 Costs for communications services, electronic equipment, and software (Procore, Microsoft, Autodesk), directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior written approval.

§ 7.6.10 Intentionally omitted.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2007, as modified by the Owner.

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or Subcontractor, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007, as modified by the Owner, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; and (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not to Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- 1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- 2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- 3 Expenses of the Construction Manager's principal office and offices other than the site office;
- 4 Overhead and general expenses, except as may be expressly included in Sections 7.1 through 7.7;
- 5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- 6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- 7 Any cost not specifically and expressly described in Sections 7.1 through 7.7; and
- 8 Penalties, fines, or other costs imposed by governmental authorities in connection with or resulting from any violation of or noncompliance by the Construction Manager or any Subcontractors with applicable federal, state, or local law; and
- 9 Costs incurred by the Construction Manager after Final Completion.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

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§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner then has the right to review the Construction Manager's list of subcontractors and to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Owner's Program Manager and Design Agent by the Construction Manager, and Certificates for Payment issued by the Design Agent, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents, and in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

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

§ 11.1.3 The Owner shall make payment of the certified amount to the Construction Manager not later than the 30th working day following written approval by the Owner. (Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit the cost control information required in Section 3.2.5, along with payroll hours, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner, Owner's Program Manager or Design Agent to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee. Each Application for Payment shall also be accompanied, all in form and substance satisfactory to the Owner, by: (i) duly executed payment acknowledgements, lien waivers, releases, or other similar documents as may be required by the Owner, from the Construction Manager and Subcontractors, in the forms approved in writing by the Owner; (ii) applications for payment from each Subcontractor on AIA Documents G702-1992 and G703-1992; and (iii) such other documentation or information as the Owner may request.

§ 11.1.5 Applications for Payment shall show the Cost of the Work actually incurred by the Construction Manager through the end of the period covered by the Application for Payment and for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment.

§ 11.1.6 In accordance with AIA Document A201–2007, as modified by the Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows.

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

- .1 The Cost of the Work as described in Article 7;
- .2 That portion of Construction Change Directives that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified; and
- .3 The Construction Manager's Fee computed upon the Cost of the Work described in the preceding Section 11.1.6.1.1 at the rate stated in Section 6.1.2; or if the Construction Manager's Fee is stated as a fixed sum in Section 6.1.2, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work included in Section 11.1.6.1.1 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007, as modified by the Owner;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007, as modified by the Owner;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.7.

§ 11.1.7 Retainage

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five (5%) Percent

§ 11.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 11.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

§ 11.1.7.3 Except as may be set forth in this Section 11.1.7.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

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

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

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 In taking action on the Construction Manager's Applications for Payment the Owner's Program Manager/Design Agent shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Design Agent has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Design Agent has made exhaustive or continuous on-site inspections; or (3) that the Design Agent has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.12 Within 10 working days of receipt of any progress payment from the Owner, the Construction Manager must pay its Subcontractors the full amount included for each such Subcontractor within the Construction Manager's Application for Payment. The Owner may issue joint checks in accordance with Section 9.5.3 of AIA Document A201-2007, as modified by the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when:

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2007, as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Design Agent in accordance with Section 11.2.2.2 and approved in writing by the Owner's Program Manager and the Owner;
- .4 the Construction Manager has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents;
- .5 the Construction Manager shall have delivered to the Owner a certificate certifying to the Owner that the Work has been completed to the best of the Construction Manager's knowledge: (i) in accordance with the Drawings, Specifications, and other Contract Documents; (ii) in accordance with changes thereto which have been approved by the Owner; and (iii) in compliance with applicable federal, state, and local law;
- .6 the Construction Manager shall have fully performed all of the Construction Manager's material obligations under the Contract Documents other than warranty obligations and other obligations which by their nature arise after Final Payment; and
- .7 the Construction Manager has submitted its final conditional waiver of lien and final waivers of lien from all of its Subcontractors and suppliers in a form acceptable to the Owner and has submitted a notarized affidavit stating that all monetary obligations to suppliers of material, services, labor, and all other Subcontractors have been completely fulfilled and discharged, except for disputed amount.

§ 11.2.1.8 The Owner shall have the right to deduct from any payments due to the Construction Manager the amount of any unpaid obligations owed to the Owner by the Construction Manager, including without limitation, any and all unpaid taxes, and to pay the amount of such deductions to the Controller of the State of Rhode Island. The Owner shall have the right to deduct from any payments due to the Construction Manager the amount of any claim against the Construction Manager arising out of this Agreement or on account of any other reason.

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§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Design Agent that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Design Agent.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Design Agent will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Design Agent's reasons for withholding a certificate as provided in Article 9 of AIA Document A201-2007, as modified by the Owner. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201-2007, as modified by the Owner. The Design Agent is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201-2007, as modified by the Owner. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Design Agent's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Design Agent's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Design Agent's final Certificate for Payment and written approval by the Owner, and in accordance with the provisions of "Prompt Payment by Department of Administration," R. I. Gen. Laws §§ 42-11.1-1 et seq.

§ 11.2.4 Intentionally omitted.

§ 11.3 Interest

(Paragraphs deleted)

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

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2007, as modified by the Owner.

§ 12.1.2

(Paragraphs deleted)

Intentionally omitted.

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2007, as modified by the Owner, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Article 15 of AIA Document A201-2007, as modified by the Owner.
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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

§ 12.4 In claims against any person or entity indemnified under this Article 12 by an employee of the Construction Manager, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 12.3 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Manager or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 12.4 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Article 12 includes, without limitation, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

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

§ 12.6 The Construction Manager will include the indemnity set forth in this Article 12, without modification, in each Subcontract with any Subcontractor.

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

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Owner's Approval of the Control Estimate

§ 13.1.1 Prior to the Owner's approval of the Control Estimate, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2007, as modified by the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 In the event of termination of this Agreement pursuant to Section 13.1.1 after the commencement of the Construction Phase but prior to the Owner's approval of the Control Estimate, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.4 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the

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Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.4.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following the Owner's Approval of the Control Estimate

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201-2007, as modified by the Owner.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201-2007, as modified by the Owner, the Owner shall then only pay the Construction Manager an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201-2007, as modified by the Owner.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontract and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontract or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201-2007, as modified by the Owner, then the Owner shall pay the Construction Manager a termination fee as follows:

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

None.

§ 13.2.4 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007, as modified by the Owner. The Work may also be suspended by the Owner as provided in the State of Rhode Island Procurement Regulations and/or General Conditions of Purchase. In such case, the Contract Sum and Contract Time shall be increased as provided in Article 14 of AIA Document A201-2007, as modified by the Owner, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.2.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201-2007, as modified by the Owner. Where reference is made in this Agreement to a provision of AIA Document A201-2007, as modified by the Owner, or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract

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Documents. Section 1.5 of AIA Document A201–2007, as modified by the Owner, as incorporated pursuant to Section 1.3, shall apply to both the Preconstruction and Construction Phases.

§ 14.1.2 Governing Law

This Agreement and the Contract Documents are subject to, and governed by, the laws of the State of Rhode Island.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2007, as modified by the Owner, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.2.3 Liens. Pursuant to the provisions of R.I. Gen. Laws § 34-28-31, liens against the Project are not enforceable.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than as set forth in the April 1, 2020 Tentative Selection Correspondence and in Article 11 of AIA Document A201–2007, as modified by the Owner.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than as set forth in the April 1, 2020 Tentative Selection Correspondence and in Article 11 of AIA Document A201–2007, as modified by the Owner, 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.

§ 14.3.1.3 The Construction Manager 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 that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, 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.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than as set forth in the April 1, 2020 Tentative Selection Correspondence and in Article 11 of AIA Document A201–2007, as modified by the Owner.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than as set forth in the April 1, 2020 Tentative Selection Correspondence and in Article 11 of AIA Document A201–2007, as modified by the Owner.

§ 14.3.1.6 Other Insurance

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

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For all phases of the Project, the Construction Manager shall purchase and maintain insurance and provide bonds as set forth in the April 1, 2020 Tentative Selection Correspondence and in Article 11 of AIA Document A201-2007, as modified by the Owner.

§ 14.3.1.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After the Owner approves the Control Estimate, the Owner and Construction Manager shall purchase and maintain insurance as set forth in AIA Document A134-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in the April 1, 2020 Tentative Selection Correspondence and in Article 11 of AIA Document A201-2007, as modified by the Owner.

§ 14.4 Notice

(Paragraphs deleted)

Written notice shall be deemed duly served if served in accordance with Section 13.3 of the AIA Document A201-2007, as modified by the Owner.

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

§ 11.7 **Representations.** The Construction Manager represents and warrants to the Owner, in addition to any other representations and warranties of the Construction Manager elsewhere in the Contract Documents that:

1. The Construction Manager is, and each of the Subcontractors is, financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform its obligations under the Contract Documents;
2. The Construction Manager is, and each of the Subcontractors is, able to furnish the materials, equipment, and labor required to complete the Project as required under the Contract Documents;
3. The Construction Manager has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents; and
4. The Construction Manager possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity and nature of the Project, and it will perform the Work with the care, skill, and diligence of such a contractor.

§ 14.6 **Survival.** The representations and warranties of the Construction Manager in the Contract Documents will survive the execution and delivery of this Agreement, any termination of this Agreement, and the Final Completion of the Work.

§ 14.7 **Change Orders.** Any Change Orders or other Modifications must be approved in advance in writing by the Owner in accordance with the provisions of Section 7.2 of AIA Document A201-2007, as modified by the Owner.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

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§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A134™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price
- .2 AIA Document A134™-2019, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2007, General Conditions of the Contract for Construction, as modified by the Owner.
- .4 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.)

.5 Other Exhibits:
(Check all boxes that apply.)

AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

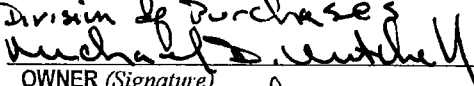
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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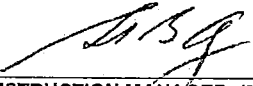
.6 Other documents, if any, listed below:

The March 30, 2020 Emergency Bid for Construction Managers Correspondence, attached hereto.
 The March 31, 2020 Proposal, attached hereto.
 The April 1, 2020 Correspondence, attached hereto.
 Exhibits B and C, attached hereto.
 The State of Rhode Island General Conditions of Purchase Regulation 220-RICR-30-00-13

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

State of Rhode Island
 Division of Purchases


 OWNER (Signature)
 Deputy Purchasing Agent
 (Printed name and title)
 4/6/2020



 CONSTRUCTION MANAGER (Signature)
 Steven E. Avery
 (Printed name and title)
 VP of Finance / CFO

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EXHIBIT B

Positional Billable Rates

Project Operations / Project Management Staff

Title	Hourly
VP Special Projects - Healthcare	\$ 277.00
Project Executive	\$ 250.00
Senior Project Manager	\$ 217.00
Project Manager	\$ 165.00
Asst. Project Manager	\$ 115.00
Project Engineer	\$ 110.00
Senior Superintendent	\$ 205.00
Superintendent	\$ 173.00
Senior MEP, FP Coordinator / Planner	\$ 207.00
MEP, FP Coordinator / Superintendent	\$ 169.00
Assistant Superintendent	\$ 130.00
Cost Control Engineer	\$ 71.00
Corporate Safety Director	\$ 217.00
Site Safety Manager	\$ 142.00
Director of VDC	\$ 202.00
VDC Engineer	\$ 115.00
Project Accountant	\$ 71.00
Senior Superintendent / DSPG Field Manager and Specialties	\$ 190.00
Special Projects Group Labor and Materials Coordinator	\$ 145.00

Planning / Estimating & Procurement Staff

Title	Hourly
Senior Estimator / Planner	\$ 250.00
Purchasing Agent	\$ 185.00
Purchasing Admin.	\$ 71.00
Estimator	\$ 159.00
MEPFP Estimator	\$ 180.00
Electrical Estimator	\$ 116.16
Scheduling Engineer	\$ 125.00

In House Labor Force

In-House Labor Force	Base	Time + 1/2	Double
Carpenter Foreman	\$ 98.38	\$ 130.22	\$ 160.77
Carpenter	\$ 92.92	\$ 121.88	\$ 149.65
Laborer Foreman	\$ 81.84	\$ 107.29	\$ 131.68
Laborer	\$ 79.92	\$ 104.04	\$ 127.35

EXHIBIT C

COVID-19 EMERGENCY ALTERNATIVE MEDICAL FACILITIES

Summary of Preconstruction and Construction Management Services

April 3, 2020



DESCRIPTION	U/M	Within Hourly Billable Rate	Cost Of Work
VP of Special Projects-Health Care	HOUR	✓	x
Project Executive	HOUR	✓	x
Sr. Project Manager	HOUR	✓	x
Project Manager	HOUR	✓	x
Assistant Project Manager	HOUR	✓	x
Project Engineer	HOUR	✓	x
MEP Project Manager	HOUR	✓	x
Senior Superintendent	HOUR	✓	x
Project Superintendent	HOUR	✓	x
Senior MEP, FP Coordinator/Planner	HOUR	✓	x
MEP, FP Coordinator / Planner	HOUR	✓	x
Assistant Superintendent	HOUR	✓	x
Cost Control Engineer	HOUR	✓	x
Corporate Safety Director	HOUR	✓	x
Site Safety Manager	HOUR	✓	x
Director of VDC	HOUR	✓	x
VDC Engineer	HOUR	✓	x
Project Accountant	HOUR	✓	x
Sr. Super / DSPG Field Manager and Specialties	HOUR	✓	x
Special Projects Group Labor & Material Coordinator	HOUR	✓	x
Senior Estimator / Planner	HOUR	✓	x
Purchasing Agent	HOUR	✓	x
Purchasing Admin.	HOUR	✓	x
Estimator	HOUR	✓	x
MEPFP Estimator	HOUR	✓	x
Electrical Estimator	HOUR	✓	x
Scheduling Engineer	HOUR	✓	x
Carpenter Foreman	HOUR	✓	x
Carpenter Foreman	HOUR	✓	x
Laborer Foreman	HOUR	✓	x
Laborer Foreman	HOUR	✓	x
Clerk / Secretary - Jobsite	HOUR	✓	x
Cost Control	HOUR	✓	x
Shop Drawing / M & E Coordinator	HOUR	✓	x
Subcontractors		✓	x
Material Suppliers		✓	x
Vendor Suppliers		✓	x
Equipment/Tool Rental Vendors		✓	x
Software		✓	x
miscellaneous items		✓	x
Legal Certified Survey		x	✓
Survey & Layout		x	✓
Survey Equipment And Supplies		x	✓
Travel Expenses/Trucks		x	✓

EXHIBIT C

COVID-19 EMERGENCY ALTERNATIVE MEDICAL FACILITIES

Summary of Preconstruction and Construction Management Services

April 3, 2020



Small Tools		x	✓
Temporary Partitions		x	✓
Temporary Stairs And Ladders		x	✓
Temporary Railings		x	✓
Temporary Protection		x	✓
Drawing Reproduction		x	✓
Testing And Inspection		x	✓
Mock-Ups		x	✓
Temporary Electric Power System		x	✓
Temporary Electric Consumption		x	✓
Temporary Lighting		x	✓
Temporary Heating System		x	✓
Temporary Heat - Fuel Consumption		x	✓
Temporary Fire Protection / Fire Exting.		x	✓
Field Office Set Up		x	✓
Field Office Rental		x	✓
Field Office Equipment		x	✓
Field Office Furniture		x	✓
Field Office Supplies		x	✓
Lan Setup, IT Infrastructure		x	✓
Internet Monthly Charges		x	✓
Jobsite Cell Phones / Nextel		x	✓
Telephone Connection Cost		x	✓
Monthly Telephone Charges (Jobsite)		x	✓
Monthly Telephone Charges (Home Office)		x	✓
Temporary Water Service		x	✓
Temporary Water Usage		x	✓
Temporary Toilets		x	✓
Scaffolding And Temporary Shoring		x	✓
Temporary Fencing / Barricades		x	✓
Project Progress Photos		x	✓
Personal Protection Equipment		x	✓
First Aid Supplies		x	✓
Delivery Truck & Driver			✓
Daily Housekeeping		x	✓
Rubbish / Dumpster Pulls		x	✓
Final Cleaning		x	✓
Weather Protection		x	✓
Temporary Signage / Safety Signage		x	✓
Postage And Courier Services		x	✓
Building Permit Cost		x	✓
Insurance Cost		x	✓
Bond Cost		x	✓

AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Development of Alternative Care Facilities
See March 31, 2020 Proposal, attached hereto.

THE OWNER:

(Name, legal status and address)

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

THE USER AGENCY

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

Rhode Island Army National Guard
705 New London Avenue
Cranston, RI 02920

Executive Office of Health and Human Services
3 West Road
Cranston, RI 02920

ADDITIONS AND DELETIONS:

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

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

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- 2 OWNER
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User Notes:

(1198483255)

- 11 INSURANCE AND BONDS
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- 13 MISCELLANEOUS PROVISIONS
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User Notes:

(1198483255)

(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.2.4 In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in in the order of priority set forth in Rhode Island Procurement Regulation 220-RICR-30-00-13.4(B). The AIA Document A134 and the AIA Document A201 will take precedence after the Federal Laws and Rhode Island General Laws set forth in the Rhode Island Procurement Regulation 220-RICR-30-00-13.4 (B).

§ 1.2.5 In the event of any conflicts or discrepancies between the Contract Documents and the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control with the exception of 1.2.4.

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as

otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the name and qualifications of a proposed superintendent. The Design Agent may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to the proposed superintendent or (2) that the Design Agent requires additional time to review. Failure of the Design Agent to reply within the 14 working-day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Agent Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Owner and the Design Agent or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Design Agent that the Contractor has (1) reviewed and approved them, (2) determined and verified

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materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

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withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

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

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

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

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

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

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

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ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

§ 4.2.14 The Design Agent will review and respond to requests for information about the Contract Documents. The Design Agent's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Design Agent will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Owner has designated AECOM as the Owner's representative that has full authority to approve all subcontract awards and expenditures.

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

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

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

§ 5.2.5.1 Intentionally omitted.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

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§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

(Paragraph deleted)

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 Deleted.

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

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

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

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

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

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

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

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

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

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

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§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

§ 8.1.2 The date of commencement of the Work is the date established in Section 3.3 of the Agreement.

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

§ 8.1.4 Deleted.

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Design Agent, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

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

(Paragraph deleted)

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

(Paragraphs deleted)

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Design Agent will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Agent's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Agent is unable to certify payment in the amount of the Application, the Design

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall

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not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE.

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

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

§ 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 Deleted.

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents.

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

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

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§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

§ 14.1.2 Deleted.

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

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

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

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- .3 disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of breach of a provision of the Contract Documents; or
- .5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The
(Paragraphs deleted)

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question

between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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

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

§ 15.1.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

The parties waive Claims for consequential

damages arising out of or relating to this

(Paragraphs deleted)

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

§ 15.2 INITIAL DECISION

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

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§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

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

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

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

(Paragraphs deleted)

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

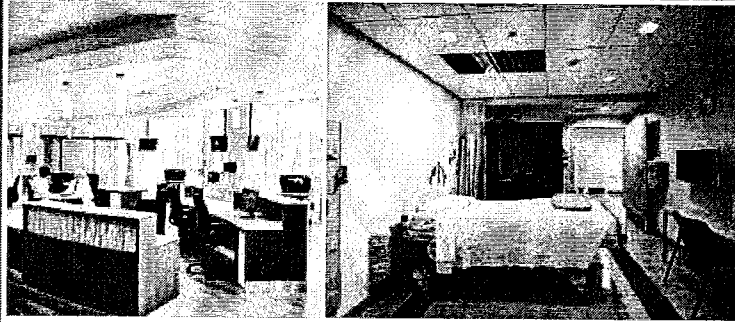
§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

Init.

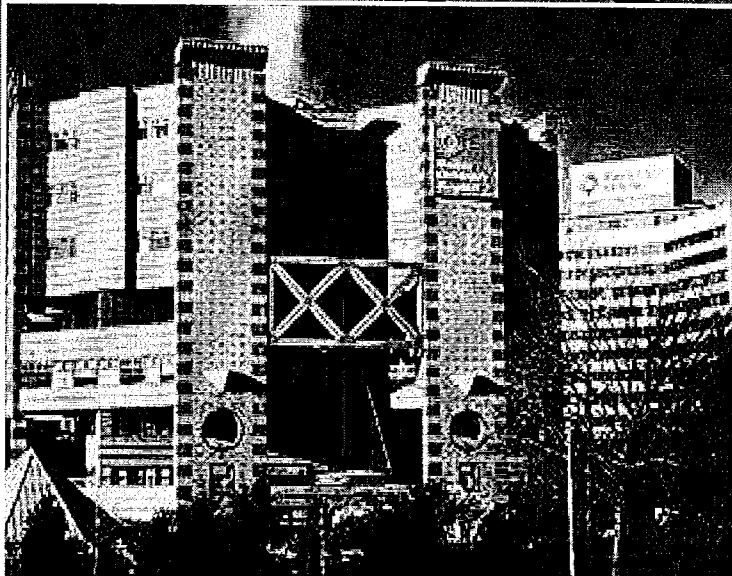


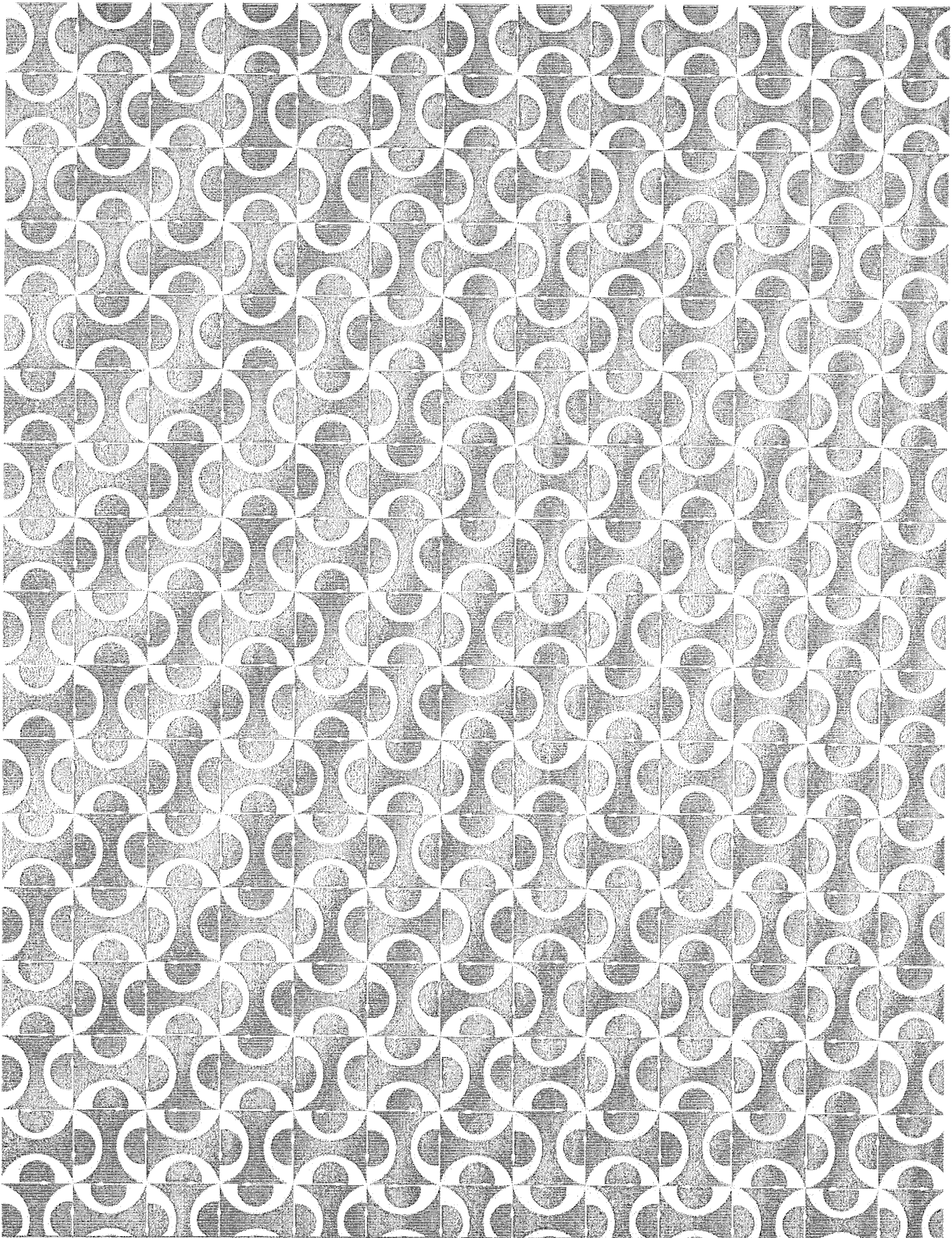
A DIMEO CONSTRUCTION COMPANY CM SERVICES PROPOSAL

COVID-19 EMERGENCY ALTERNATIVE MEDICAL FACILITY

STATE OF RHODE ISLAND - DIVISION OF PURCHASES

Providence, RI 03.31.20







Dear Mr. Bovis,

Why Dimeo Construction Company is best prepared to meet Rhode Island's COVID-19 Emergency Alternative Medical Facility Response

The Dimeo team is prepared and ready to jump in immediately to support Rhode Island's efforts in conjunction with Army Corp of Engineers, FEMA, RI National Guard and AECOM to provide facilities to treat the Covid -19 health emergency. We are confident across a broad range of critical areas we can have a rapid and positive impact as a partner in helping assure there are adequate safe facilities to serve health needs of our state.

- An immediately available and highly experienced agile cross functional team of professionals and labor with experience organizing and building under highly accelerated schedules
- A proven ability to deploy critical resources and respond in immediate fashion
- Depth of trades resources including over 75 in house labor and carpentry personnel and associated equipment capabilities, as well as a strong local alliance with laborer's and carpenter's unions to further support field operations
- Inhouse design and modeling resources including licensed mechanical, electrical and plumbing professionals to facilitate, as required, as built, design assist, design/build and other unique design resolutions
- Significant fast track medical work experience with NEMD Architects
- Access to specialty equipment including manlifts and staging to support immediate building modifications

March 31, 2020

Thomas Bovis
Interdepartment Project Manager,
Division of Purchases
State of Rhode Island
Division of Purchases
One Capitol Hill, 2nd Floor,
Providence, RI 02908-5855

A Construction Management Services
Proposal for the COVID-19 Emergency
Alternative Medical Facility



Bradford S. Dimeo
President

CELEBRATING OUR 90TH YEAR!



- Broad network of suppliers and subcontractors including medical systems fabricators that can be accessed to source specialty equipment

Outstanding local references from clients where Dimeo teams responded to immediate project delivery needs:

FM Global - Shivan Subramaniam

401-965-3766 (cell)

shivan.subramaniam@fmglobal.com

Citizens's Bank - Michael Knipper

678-800-5168 (cell)

michael.j.knipper@citizensbank.com

Lifespan Hasbro Children's Hospital - Dr Timothy Babineau

401-626-7548

tbabineau@lifespan.org

State of Rhode Island Department of Behavioral Healthcare - Eileen Dobbing

401-301-3369 (cell)

Eileen.Dobbingr@bhddh.ri.gov

Warwick Mall - Mark Brennan

617-686-0270 (cell)

brennanmt@aol.com

- Deep understanding of healthcare delivery through completion of well in excess of 1 million sf in Rhode Island, including-300+ healthcare projects across New England
- Corporate leadership commitment to do whatever it will take to support the well being of the state in this moment of emergency. Dimeo was among the first in state to support United Way and RI Foundation Covid-19 fund as well as Support Lifespan in the sourcing of PPE supplies
- Local organization with deep local commitment to citizens and employees of our state

Thank you for the opportunity to demonstrate our expertise and response credentials to make this assignment a success. We very much look forward to the next steps in your selection process. Please feel free to contact me should you require additional information or have questions.

Sincerely,

Bradford S. Dimeo
President

Stephen F. Rutledge
Chief Executive Officer/COO

Kevin Curtis
VP Special Project, Healthcare

CELEBRATING OUR 90TH YEAR!

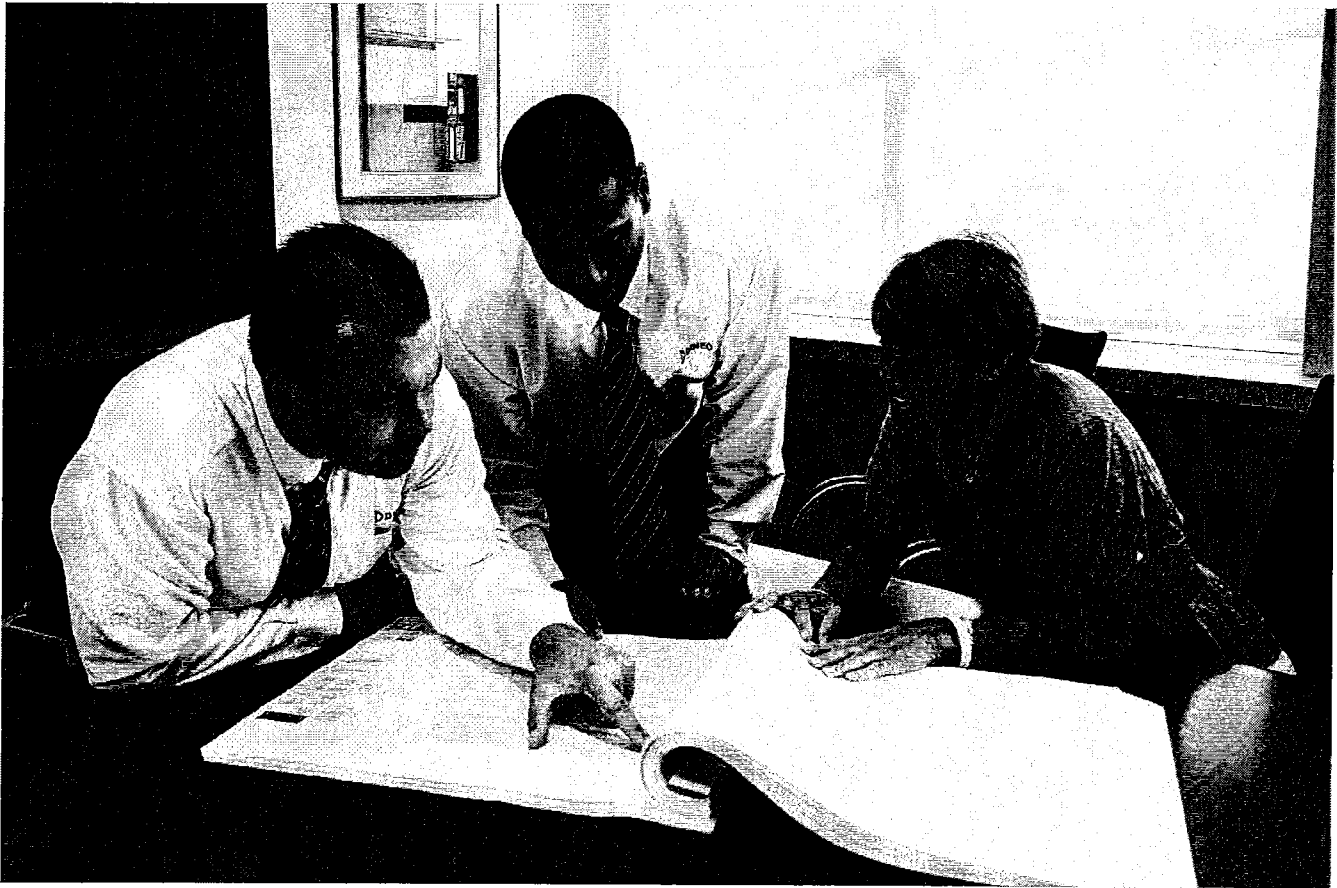
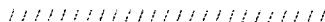


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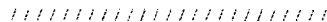
Experience.....	TAB 1
References.....	TAB 2
Case Studies.....	TAB 3
Organization Chart and Resumes.....	TAB 4
Commercial Proposal	TAB 5





EXPERIENCE

CITIZENS BANK CAMPUS





MISSION CRITICAL EXPERIENCE

In every mission critical project situation schedule, operational quality and time lie at the essence of the challenge that is often successfully achieved through an ability to move quickly and in a strong collaborative manner as one team.

Dimeo Construction Company offers a significant level of experience to support the construction of the Covid-19 Emergency Alternative Medical Facility. Our teams offer years of experience in the construction of health care and critical purpose assignments across a cross section of building types and sizes while achieving the end user's special requirements.

Discussed below are a few such examples of mission critical schedule intensive assignments where our teams utilized creative, agile and forward leading approaches to assure that the mission was achieved, and success realized.

Following this introduction there are several case studies further highlighting particular facts regarding these projects and others of similar interest.

In 2018 the Dimeo team was called upon to make emergency renovations to the **State of Rhode Island Roosevelt Benton Hospital Detention Center**. The project was classified as an emergency fast track undertaking. Totalling over 35,000sf and completed in under six months the \$15 million construction assignment required our project team to work in a highly agile manner including daily co locating for design and project decisions. Project requirements emerged under a highly compressed timeframe requiring close coordination and real time resolutions among the team.

Our team's approach was instrumental in maintaining the strategic goal of providing patients and staff with a safe environment for rehabilitation and to reduce

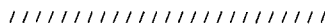
risks. The fast-paced project deadline was met resulting in a facility that will serve the needs of the State of RI for years to come.

In 2018 Dimeo was selected to construct a new 30,000sf **Federal Inspection Services Facility at T.F. Green Airport** in under 8 weeks, a facility where inbound passengers from international flights are processed for customs and reentry. The work was completed under stringent airside security protocols and careful coordination with FAA and TSA, airport officials and Jacobs Engineering. All work was planned and executed under a highly accelerated schedule in time for Norwegian Airlines expanded service to Europe. Dimeo utilized a unit pricing arrangement and numerous other strategies including LEAN planning, long lead procurement, design assist, 2nd shift, long shift, weekend work schedules and self-performance while incorporating a submittal for records as built process.

Jonathan Savage Chair of the RIAC Board commented... "The magnitude of this undertaking cannot be overstated. The construction was completed successfully in an abbreviated period to ensure the airport was ready for the full complement of Norwegian flights"

Here our team utilized a highly coordinated preplanning and codesign-build strategy integrated with our sub partners and broad stakeholder contingent in order to achieve a very complex renovation within occupied space.

In 2015 and with time running out on a decision whether to renew its lease in Cranston, **Citizens Financial Group's** board of directors made the decision to move ahead with a new consolidated operations campus in Johnston RI.





The project would entail a major collaborative effort between state and local governments, Federal Transportation, teams of internal Citizen's operations, corporate leadership and numerous other constituents in order to assure relocation and integration in time so there were no interruptions to customer service operations. From our interfacing with an independent 3rd party site developer, coordinating 4-miles of utility infrastructure upgrades to service the project, construction of a one million gallon water pressure tank and 1255 car parking structure and office structure, also in addition to new on and off ramps from 295 the Dimeo team was successful in leading the completion of new 425,000 sf office and 100-acre campus in just under 22 months.

The successful delivery of the new Citizens offices reinforces a formula built upon a strong owner led team that empowered its key partners to lead, implement and made decisions as trusted partners in the success of the project. Our ability to provide clear and timely direction to our team partners instilled further confidence in everyone's ability to help shape a successful outcome.

David Varone Senior Project Manager with CBRE commented,...“We recently worked with Dimeo to complete the Citizens Bank Headquarters project in Johnston, Rhode Island. In Dimeo we have found the right mix of skill, commitment and professionalism. Dimeo's management team, which we considered essential to the success of this complex project, assembled professional and highly skilled preconstruction and construction teams to oversee each piece of the project to bring it to a successful conclusion, on time and within budget. In Dimeo we found more than a contractor, we found a partner”.

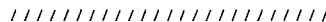
The story of **FM Global's** decision to build a new headquarters building occurred only after a protracted good faith effort to negotiate a new lease

and intention to invest over \$50 million in upgrades to their existing building. After a protracted effort a decision was made to cease lease negotiations and build a new facility on land owned in proximity. With barely 24 months until the expiration of their current lease the decision to move ahead included significant risk.

The first mission critical activity involved assuring that all data center operations would operate without interruption. Construction of a full tier 3 data center – the heart of FM's operations. That new component, which in turn be integrated into the new headquarters, was commenced almost immediate to our selection, and within 3 months was complete with planning advancing for its fit out, testing and startup.

Concurrent with the data center turnover the new headquarters work commenced ultimately resulting in over 366,000sf of office space in addition to structured parking for 900 cars. The team including Vision 3 Architects worked with Dimeo under a hybrid open book CMCP/design build, fast track approach. Here again the Dimeo and Vision 3 team, FM Global' s project leader Don Oldnixon, and associated consultants worked in a fully integrated manner collocating key decision activities and design sessions in order to assure quality documentation while achieving the fast track schedule.

Ronald Melucci of Rolf Jensen & Associates commented, “The work that we inspected and tested on behalf of the Johnston Fire Department was of very high quality, and in our opinion, exceeded typical industry quality standards. This helped to facilitate a smooth and expeditious commissioning process, for which we are appreciative. We also felt that the design team was exceptional and are deserving of high praise for their efforts and cooperation throughout the project.





At the time this was Dimeo’s second major assignment with FM Global following on the construction of their new Worldwide Test Center in Gloucester RI, and subsequent to the headquarters project our being selected to renovate for commercial use the former offices which FM ultimately acquired from their former landlord.

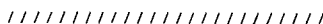
The historic flooding of the Pawtuxet River on March 30, 2010 caused major damage and total interruption to the operations of the **Warwick Mall**. Dimeo who built the original mall in 1970, and subsequent had served the Bliss family on all major construction, was immediately called to help lead the cleanup and restoration rebuild effort. Over the next five months our teams worked in hand with Mall operations and over 84 stores including anchor tenants towards reopening operations as quickly as possible. In August 2010 the Mall reopened for shoppers.

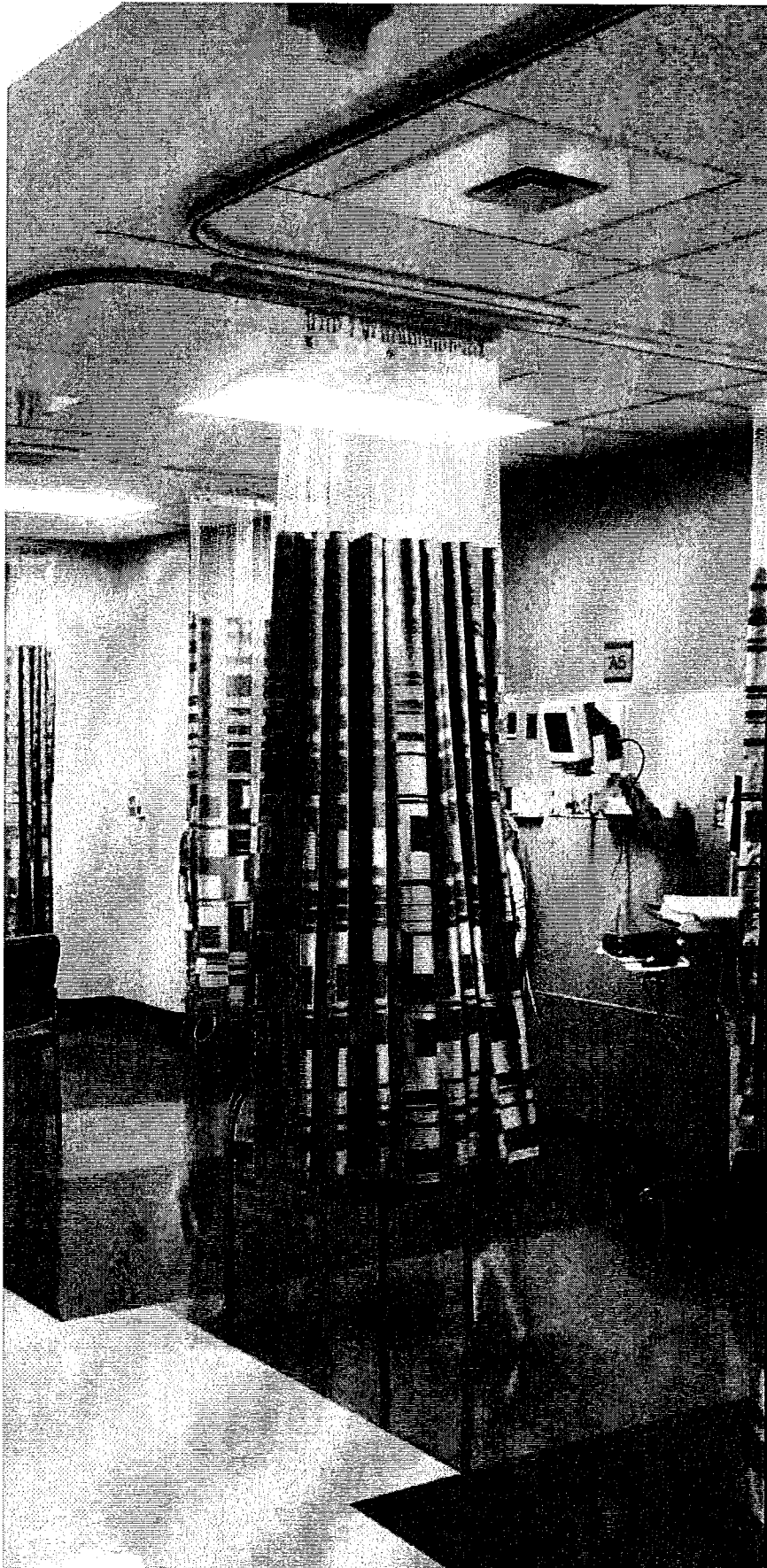
Our teams proceeded with little if any design, we hit the ground running utilizing constructible means and methods approaches to working through the multitude of decisions and levels of work that had to occur in order to reopen.

The confidence of this long-standing owner in Dimeo and the ability of our teams to move quickly and work collaboratively in making sure that there was a clear plan, and everyone was informed, significantly supported the reopening in an expedited manner.

Healthcare Leadership throughout Rhode Island and across New England

While the requirement for the COVID-19 Emergency Alternative Medical Facility is unique what isn't unique is Dimeo’s long history of healthcare construction across New England including over 300 assignments, and in particular Rhode Island where our work has touched every hospital in our state and in many instances’ decades of work with the same institutions. The list is long, from **Rhode Island Hospital** including 6 major assignments, to **Miriam Hospital** over 30 years of assignments, **Hasbro Children’s Hospital, Women and Infants’ Hospital** 10 major assignments including their relocated hospital, **Kent County, South County** and **Westerly Hospitals** where we have completed over a dozen assignments collectively, **Newport Hospital** - 4 assignments, the former **Memorial Hospital** 10 assignments, and **Butler Hospital**, etc... all of which we reinforces our long history and strong culture of healthcare construction here, and of which many of the team members we have proposed have been a part of during their careers.





REFERENCES

KENT HOSPITAL



REFERENCES

State of Rhode Island
Roosevelt Benton Hospital Detention Center
Rhode Island Department of Administration
1 Capitol Hill
Providence, RI 02908
Dane Kwiatkowski
401-954-7431 (cell)
Dane.Kwiatkowski@doa.ri.gov

NEMD Architects, Inc.
1 Virginia Avenue, Suite 202
Providence, RI 02905
Mehdi Khosrovani, RA, AIA
401-524-6436 (cell)
mehdik@nemd.com

State of Rhode Island
Department of Behavioral Healthcare
11 Howard Avenue
Cranston, RI 02920
Eileen Dobbing
Chief Nursing Officer
401-301-3369 (cell)
Eileen.Dobbingr@bhddh.ri.gov

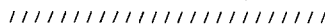
TF Green Airport
Federal Inspection Services Facility
Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886
Iftikhar Ahmad, President & CEO
401-595-1359 (cell)
IAhmad@pvdairport.com

Citizens Bank Corporate Campus
Citizens Bank
One Citizens Bank Way
Johnston, RI 02919
Michael Knipper
678-800-5168 (cell)
michael.j.knipper@citizensbank.com

FM Global Corporate Headquarters
FM Global
270 Central Avenue
Johnston, RI 02919
Shivan Subramaniam
401-965-3766 (cell)
shivan.subramaniam@fmglobal.com

Warwick Mall Flood Repairs
Warwick Mall, LLC
400 Bald Hill Road
Warwick, RI 02886
Mark Brennan, Partner
617-686-0270 (cell)
brennanmt@aol.com
Carol Baker, Executive Assistant
508-277-5869 (cell)
bakercam2@aol.com

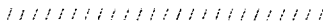
Hasbro Children's Hospital Facilities Improvements
Lifespan Health System
167 Point Street
Providence, RI 02903
Timothy Babineau, MD, CEO & President
401-444-5131 (office)
401-626-7548 (cell)
tbabineau@lifespan.org





CASE STUDIES

KENT HOSPITAL



LOCATION

Warwick, RI

COST

\$5.4 million

TYPE

CM/Cost Plus

SIZE

25,000 sf

SCHEDULE

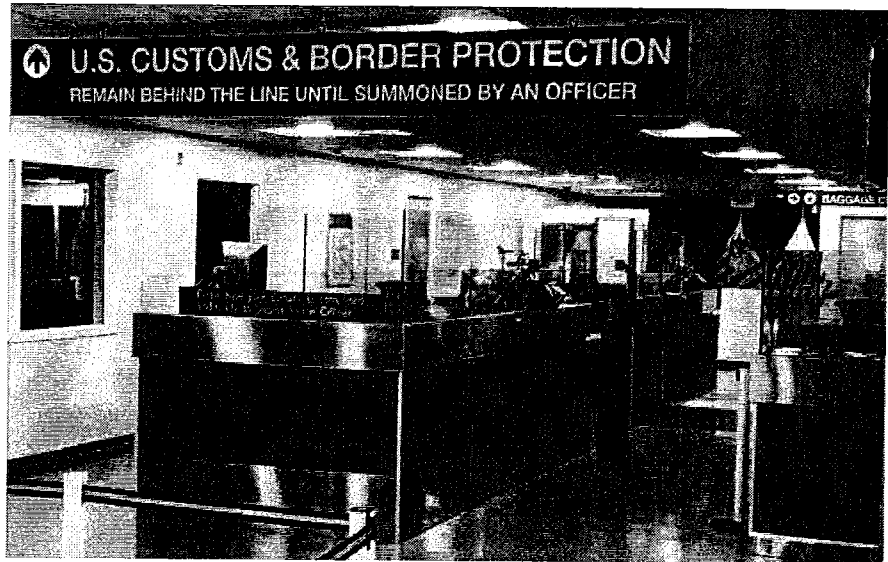
4 Months

OWNER REFERENCE

Rhode Island Airport Corporation
2000 Post Road
Warwick, RI 02886
Eric Seabury, Asst. Vice President
401-691-2486
eseabury@pvdairport.com

ARCHITECT REFERENCE

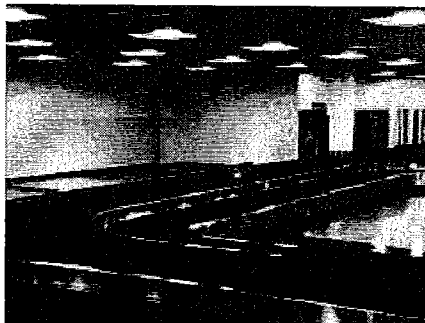
JACOBS
120 St James Street, 5th Floor
Boston, MA 02116
Sandy Carroll, Architect & Senior Project Manager
617-233-3356 (cell)
sandy.carroll@jacobs.com



Case Study:
TF GREEN AIRPORT
FIS FAST TRACK OCCUPIED RENOVATION

Dimeo Construction Company was selected to renovate the existing occupied international passenger processing area to allow additional capacity, performing demolition, architectural and MEPFP enhancements.

This fast track assignment in a high security environment required extensive preplanning and coordination.



LOCATION

Cranston, RI

COST

\$7,294,502

TYPE

CM/GMP

SIZE

35,000 sf

SCHEDULE

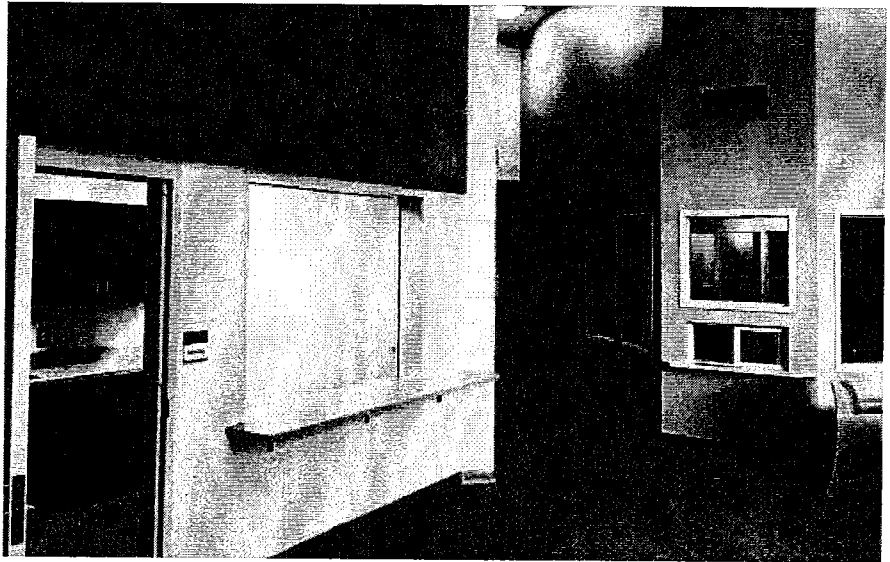
7 Months

OWNER REFERENCE

RI Department Of Administration
One Capitol Hill
Providence, RI 02908
Dane Kwiatkowski, Project Manager
401-222-2041
Dane.Kwiatkowski@doa.ri.gov

ARCHITECT REFERENCE

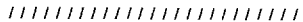
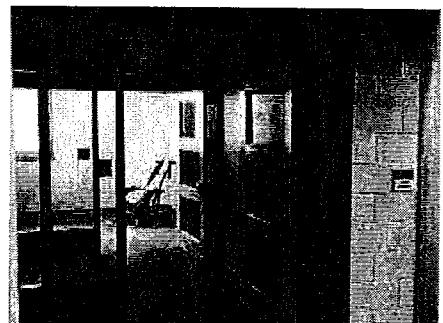
NEMD Architects, Inc.
1 Virginia Ave Suite 202
Providence, RI 02905
Mehdi Khosrovani, RA, AIA
401-435-3532
mehdik@nemd.com



Case Study:
**ROOSEVELT BENTON
HOSPITAL DETENTION CENTER**
FAST TRACK RENOVATIONS

This project was a renovation of an existing youth detention center that was converted into a hospital detention center. Work consisted of new partitions, new door frames and hardware, new ceilings, flooring, painting, and added plumbing and HVAC; electrical upgrades included a new full building generator, upgrades to IT, security fencing, and minor site work.

The construction phase presented daily challenges resolved in real time, effected through collaboration and constant communication of the project team. This was instrumental in maintaining the strategic goal of providing patients and staff with a safe environment for rehabilitation and to reduce risks. The fast-paced project deadline was met resulting in a facility that will serve the needs of the State of RI for years to come.



LOCATION

Johnston, RI

COST

\$Confidential

TYPE

CM/GMP

SIZE

425,000 sf

SCHEDULE

22 Months

OWNER REFERENCE

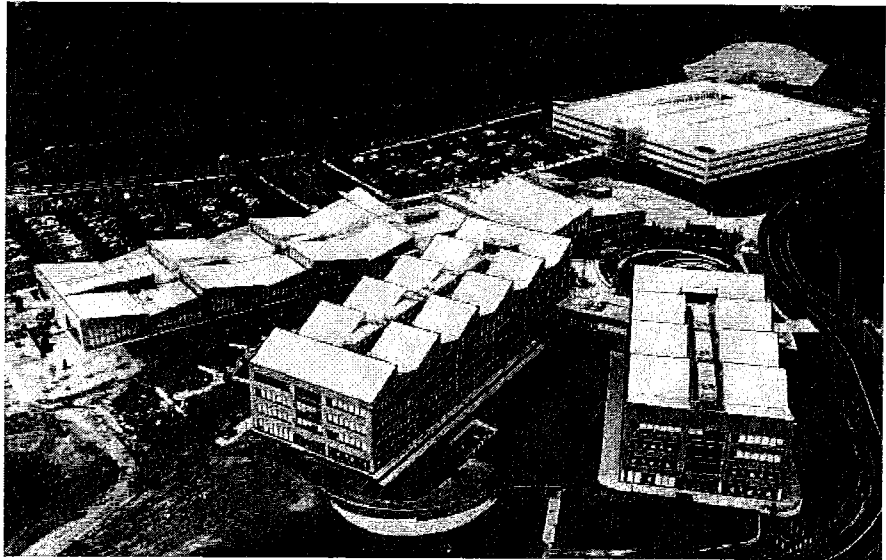
Citizens Financial Group
One Citizens Plaza
Providence, RI 02903
Michael Knipper, EVP
Head of Property and Procurement
678-800-5168
michael.j.knipper@citizensbank.com

ARCHITECT REFERENCE

Elkus Manfredi Architects
25 Drydock Avenue
Boston, MA 02210
David P. Manfredi
CEO & Founding Principal
617-426-1300
dmanfredi@elkus-manfredi.com

CERTIFICATION

Seeking LEED Gold



Case Study:
CITIZENS BANK
NEW CORPORATE CAMPUS

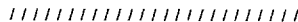
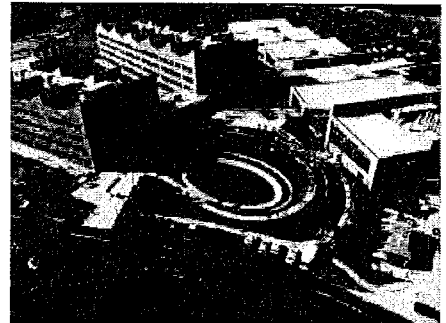
Citizens Financial Group selected Dimeo Construction Company to serve as their construction managers for the new corporate campus on an undeveloped parcel of land west of I-295 in Johnston, RI.

The campus includes about 425,000 sf of office and meeting spaces, collaborative work spaces, dining and fitness facilities, as well as baseball fields, tennis and basketball courts, and trails that the local community will be able to use. In total, 3,200 current employees moved to the new campus.

In addition, a parking garage with 1255 parking spaces, constructed of 793 precast pieces and 5060 yards of concrete in the foundation was completed in one year.

The new site is off of Greenville Avenue in Johnston, where the state agreed to build new exit ramps off I-295. The Rhode Island Department of Transportation and Citizens Bank split the cost of the new exits and on ramps.

The new campus is seeking to obtain a LEED Gold rating.



LOCATION

Johnston, RI

COST

\$Confidential

TYPE

CM/Cost Plus

SIZE

366,600 sf

SCHEDULE

18 Months

OWNER REFERENCE

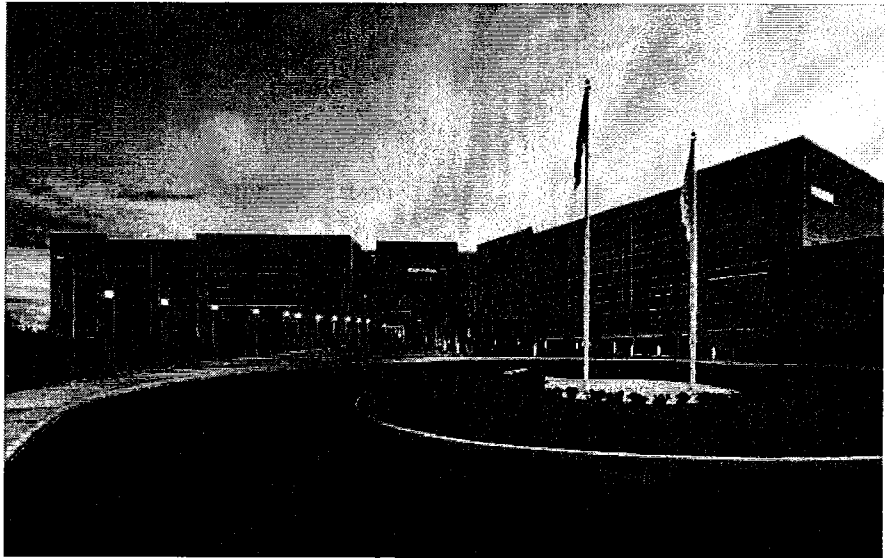
Hobbs Brook Management
225 Wyman Street
Waltham, MA 02454-9249
Donald Oldmixon, Vice President (retired)
781-589-1044 (cell)

ARCHITECT REFERENCE

Vision 3 Architects
225 Chapman Street
Providence, RI 02905
David Pregelman
401-461-7771
dpregelman@vision3architects.com

CERTIFICATION

LEED Gold



Case Study:
FM GLOBAL

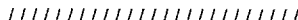
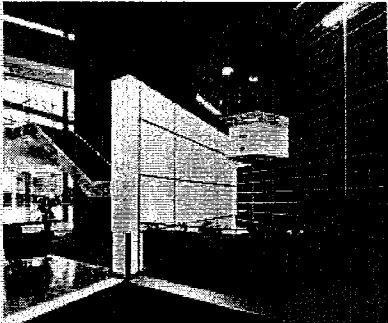
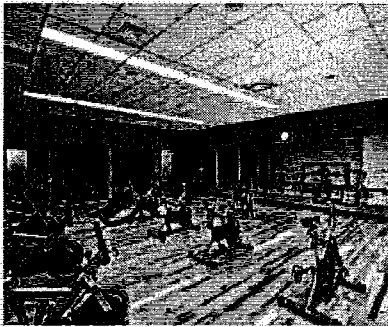
NEW CORPORATE OFFICES AND PARKING GARAGE

FM Global (www.fmglobal.com), a FORTUNE 1000 company and one of the world's largest commercial property insurers, commissioned Dimeo to manage the construction of their new corporate offices in Johnston, RI. The new 366,600 sf building makes more efficient use of space than FM Global's former headquarters located nearby and allows for future growth.

The four-story corporate offices accommodate up to 1,100 employees and include structured parking for 900 vehicles, security booths and a Tier 3 data center. Dimeo also performed related site improvements, which included a main entrance canopy, and two parking areas. The building has been designated by the U.S. Green Building Council as a LEED Gold facility.

Features of the Tier 3 data center include a high level of redundancy to ensure business continuity. For example, the data center is powered by dual feeds from the public electric grid. Those feeds are backed up by onsite dual uninterruptible power supplies (UPS) as well as two 1.5 kilowatt backup diesel generators, each with the ability to run the full load of the data center on their own. Spare cooling system capacity was built into the data center in the event of a partial system breakdown.

The fire protection systems include multiple early response smoke and heat detection systems as well as an environmentally friendly gaseous fire suppression system all backed up by a conventional automatic sprinkler system to ensure the facility is highly protected. The data center also is built to FM Global engineering standards to withstand earthquakes, flood and windstorms.



Jordan's Furniture New Retail Store

LOCATION

Warwick, RI

COST

\$6,140,000

TYPE

CM/GMP

SIZE

112,000

SCHEDULE

4 Months

OWNER REFERENCE

Jordan's Furniture

John Hanley

450 Revolutionary Drive

East Taunton, MA 02718

508-828-4000

ARCHITECT REFERENCE

RKB Architects, Inc.

David Mello

0 Campanelli Drive

Braintree, MA 02184

781-848-6600

Nordstrom Rack New Retail Store

LOCATION

Warwick, RI

COST

Retail Store: \$5,775,103

Corridor: \$3,080,743

TYPE

Retail Store: CM/GMP

Corridor: CM/GMP

SIZE

Retail Store: 18,000 sf

Corridor: 15,000 sf

SCHEDULE

Retail Store: 7 months

Corridor: 6 months

OWNER REFERENCE

Mark Brennan & Company

Mark Brennan

400 Bald Hill Road

Warwick, RI 02886

401-732-0800

ARCHITECT REFERENCE

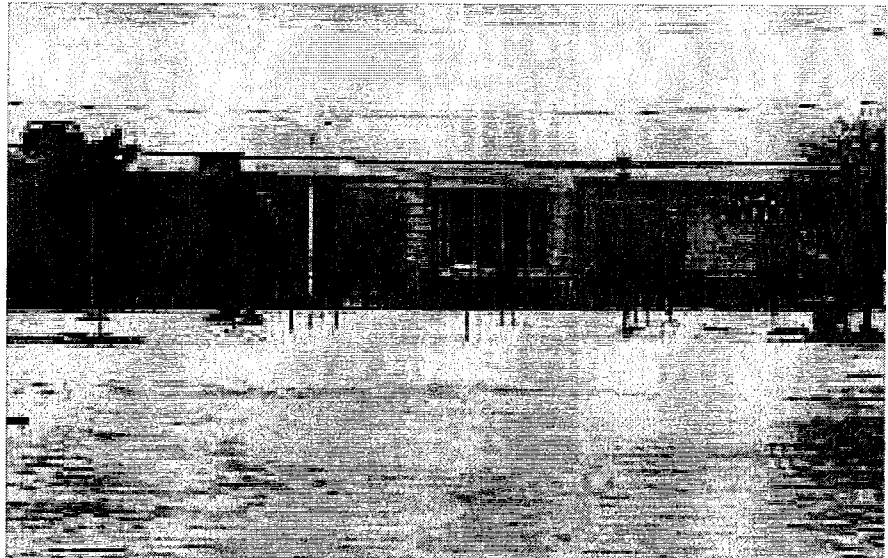
Allevato Architects

Howell Gordy

31 Hayward Street

Franklin, MA 02038

508-528-0770



Case Study: **WARWICK MALL**

RETAIL RENOVATION RESPONSE TO CATASTROPHIC FLOODING

On March 30, 2010, catastrophic flooding from the nearby Pawtuxet River left the Warwick Mall under several feet of water. Six to ten inches (254 mm) of rain fell in the area on March 29–30 in addition to the 3+ inches of rain the area received a week earlier.

By April 3, 2010, the floodwaters had receded. Most stores had to be completely gutted and all inventory declared a loss.

The mall concourse received a new design, its first makeover since the 1991 renovation.

Jordan's Furniture New Retail Store

Dimeo was selected by Jordan's Furniture to expand into the Rhode Island marketplace with their new anchor store at the Warwick Mall.

The new store totals over 100,000 sf of furniture showrooms in settings all designed to provide a true in-home experience. Scope of work included the renovation of two existing floors, new vertical transportation (elevators and escalators), office, sleep lab, a restaurant, Paul V's audio showroom and "Splash", a one-of-a-kind entertainment show that combines water, lasers and video, all choreographed to an exciting musical theme.

Nordstrom Rack New Retail Store & Corridor

Dimeo added a new one-story 18,000 sf structure, adjoining the existing structure, resulting in the new 38,000 sf Nordstrom Rack. The core and shell work consisted of foundations, steel, masonry, and new roof. Due to the unsuitable, unstable soil, the new structure was built on Rammed Aggregate Piers. To do so, all the utilities that service the mall (main electrical, gas, sewer, water, telephone) required relocation out of the building footprint in order to start the RAP system.

In addition, Dimeo built a 15,000 sf corridor extension to connect the new store with the existing mall.

LOCATION

Providence, RI

COST

\$22.6 million

TYPE

CM/GMP

SIZE

78,500 sf

SCHEDULE

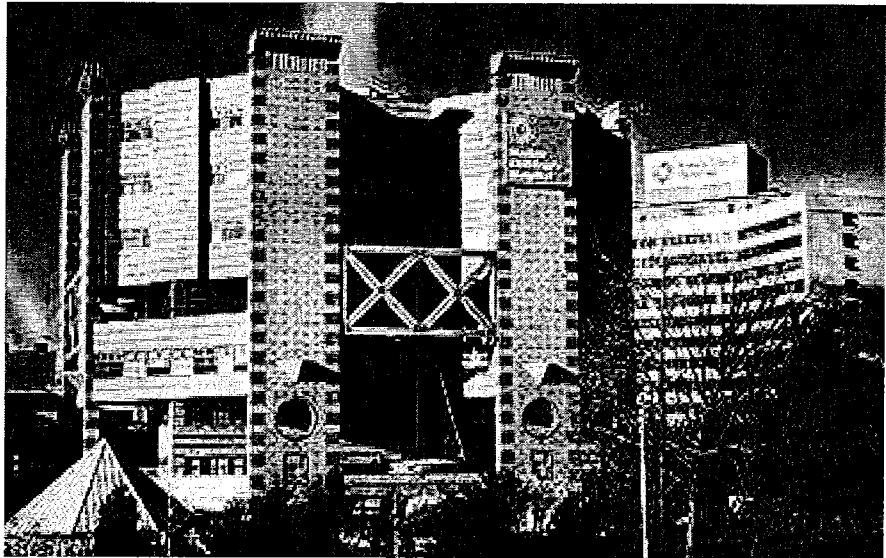
36 Months

OWNER REFERENCE

Lifespan Design Team
17 Virginia Ave, Suite 101
Providence, RI 02905
Nick Dominick, Senior Vice President
401-444-3744
NDominick@Lifespan.org

ARCHITECT REFERENCE

EYP Architecture and Engineering
100 Peachtree Street NW, Mezzanine
Atlanta, GA 30303
Veronique Pryor, AIA, LEED AP
Senior Project Manager
404-524-2200
vpryor@eypae.com



Case Study: Active
HASBRO CHILDREN'S HOSPITAL
FACILITIES IMPROVEMENTS, OCCUPIED RENOVATION

The existing Hasbro Children's Hospital is an 8-story 1994 building located on the East portion of the Rhode Island Hospital campus. It houses pediatric ambulatory, emergency department, oncology, administration, surgical, PICU, and inpatient services, and will continue to actively service patients during renovations. Multiple demolition and reconstruction phases are required for six floors of improvements.

The scope of work throughout the building includes new lighting, wayfinding, new finish upgrades, new stairwells, bathroom renovations, and reconfiguration of the lobby, pre and post-op areas, and nurses' stations.



LOCATION

Farmington, CT

COST

\$59,033,390

TYPE

CM/GMP

SIZE

300,000 sf

SCHEDULE

20 Months

OWNER REFERENCE

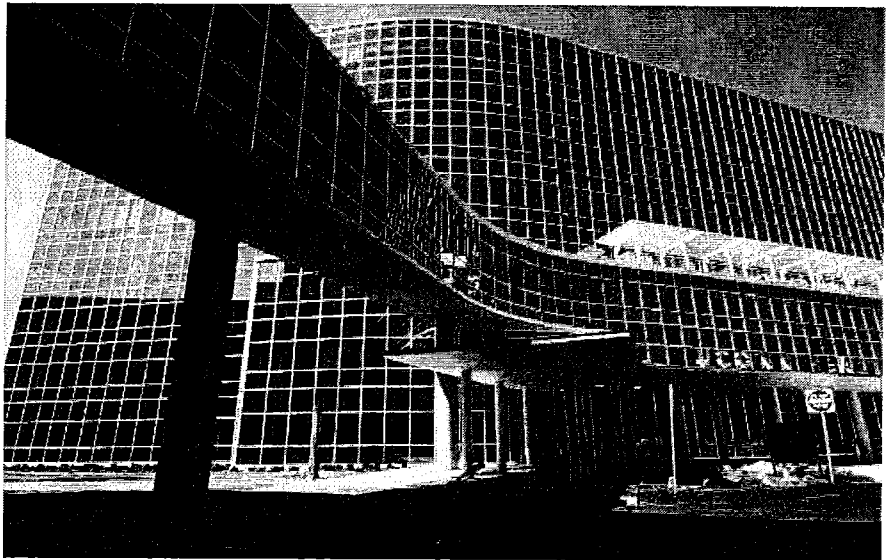
University of Connecticut Health Center
263 Farmington Avenue
Farmington, CT 06030
Tom Trutter, AIA
Associate VP Campus Planning, Design
& Construction
860-679-8723
trutter@uchc.edu

ARCHITECT REFERENCE

Perkins Eastman
677 Washington Boulevard, Suite 101
Stamford, CT 06901
Anthony Stark
203-251-7469
a.stark@perkinseastman.com

CERTIFICATION

LEED Silver



Case Study:

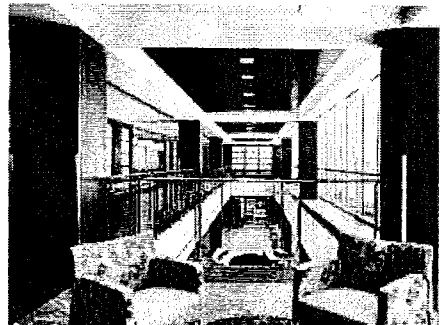
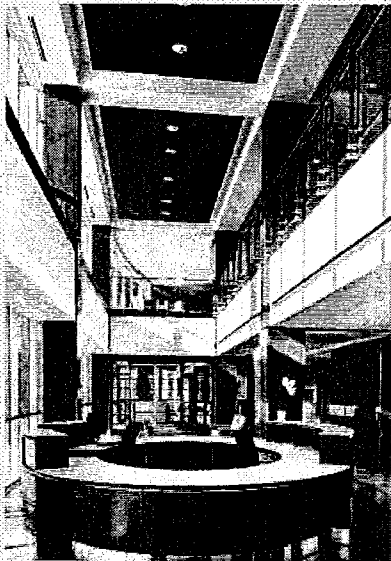
UNIVERSITY OF CONNECTICUT

HEALTH CENTER, AMBULATORY CARE CENTER, FAST TRACK FIT-OUT

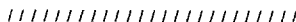
The University of Connecticut Health Center (UCHC) constructed an Ambulatory Care Center ("ACC") of approximately 300,000 sf. on the UCHC Farmington Campus. Dimeo worked with the UCHC to manage the interior fit-out of the ACC, designed by Perkins Eastman.

In order to meet an aggressive schedule, the core and shell was constructed utilizing a fast-track design and construction process interfacing with a specialty core/shell builder. Dimeo's management of the ACC interior fit-out occurred in concurrence with the completion of basic building work.

The new ACC Building houses existing clinical programs and support services from the Dowling North, Dowling South Buildings and other clinical faculty practices from the Main Building of UCHC. The ACC contains over 25 clinical programs and support services.



IMAGES COPYRIGHT CHRIS COOPER AND SARAH MECHLING



LOCATION

Providence, RI

COST

\$54,900,000

TYPE

CM/Cost Plus

SIZE

174,000 sf

SCHEDULE

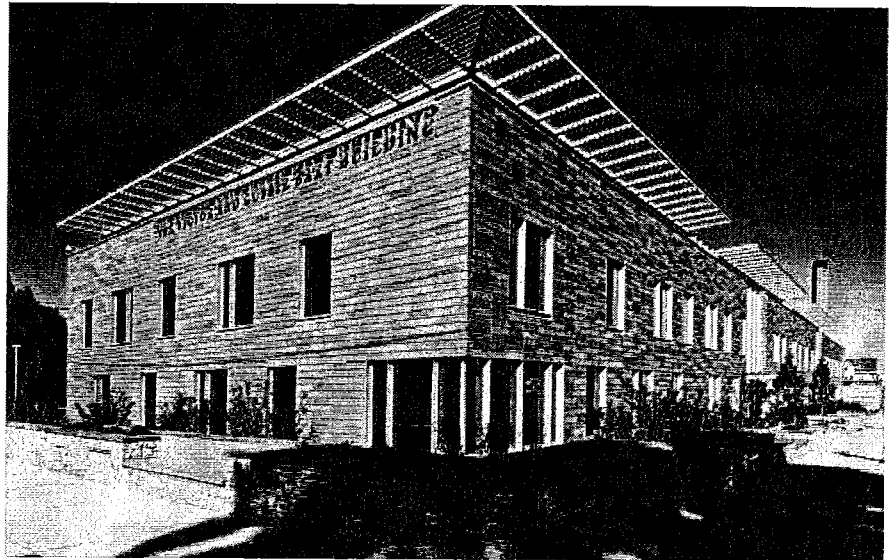
26 Months

OWNER REFERENCE

The Miriam Hospital
164 Summit Avenue
Providence, RI 02906
Dave Britland, CHC
Director of Facilities Management
401-793-2302
DBritland@Lifespan.org

ARCHITECT REFERENCE

Hellmuth, Obata & Kassabaum
1065 Avenue of the Americas
New York, NY 10018
Christopher Korsh, RA, AIA, LEED AP
Principal
212-741-1200
chris.korsh@hok.com

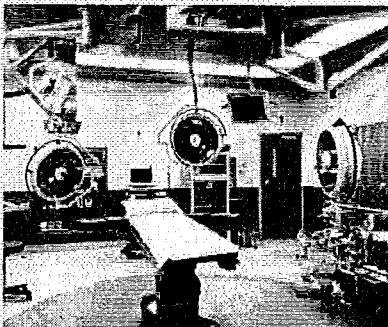


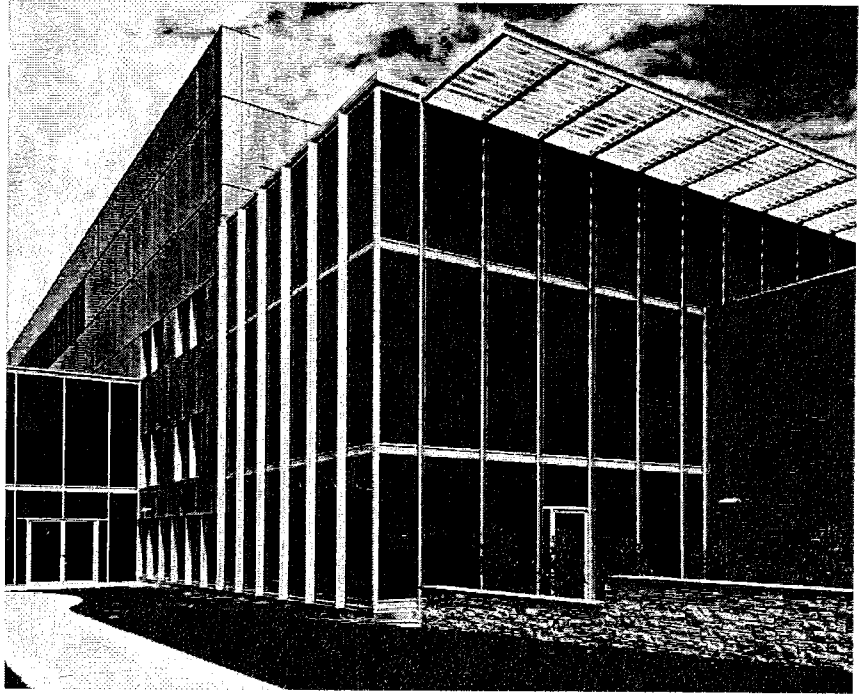
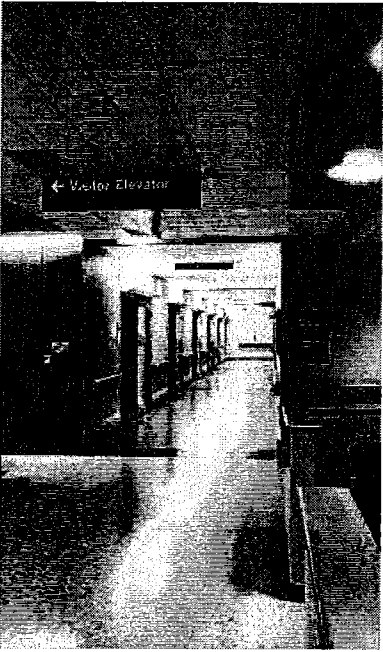
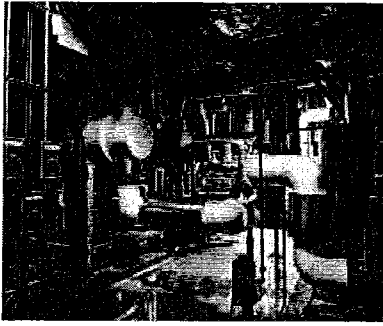
Case Study:
THE MIRIAM HOSPITAL
THE VICTOR AND GUSSIE BAXT BUILDING

This three-story facility plus mechanical penthouse encompasses 174,000 sf of new space and includes 36 new private patient rooms, ten new operating rooms, new PACU unit (25 beds), an expanded radiology/DI suite, medical education/community conference rooms, private patient rooms twice as large as current semi-private rooms, a new cafeteria and an expanded gift shop.

Construction activities took place directly outside of the active OR suite on a tight site with a restricted laydown area in the Summit residential neighborhood of the city. Construction activities were restricted to certain hours so as not to disturb the adjacent neighbors and the site was completely fenced and barricaded to avoid any unauthorized access.

Dimeo worked with the Hospital's Community Liaison, provided construction updates for the Hospital newsletter, and attended quarterly community meetings to keep the community informed of any activities that may affect them. Dimeo also erected a community bulletin board to keep neighbors/visitors updated on various activities.





Case Study:
THE MIRIAM HOSPITAL
BACKFILL

Dimeo has enjoyed a 30+ year history of partnering with The Miriam Hospital, dating back to the late 1980's when we built the new Ambulatory Health Care Center. Since then we have completed additional laboratory facilities and the addition and renovation to the hospital's Emergency Department.

The Backfill project supplemented the Baxt Building addition that Dimeo completed with a 9,000 sf central sterilization area in the new basement. The project also included a new nuclear medicine facility, non-invasive cardiology center, echo cardiogram room, and a pharmacy.

TYPE

CM/Cost Plus

SIZE

24,000 sf

SCHEDULE/COMPLETION DATE

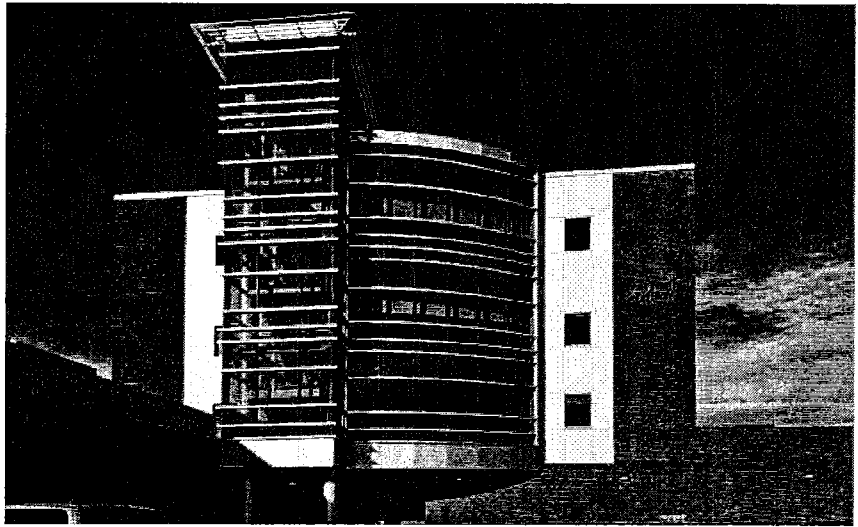
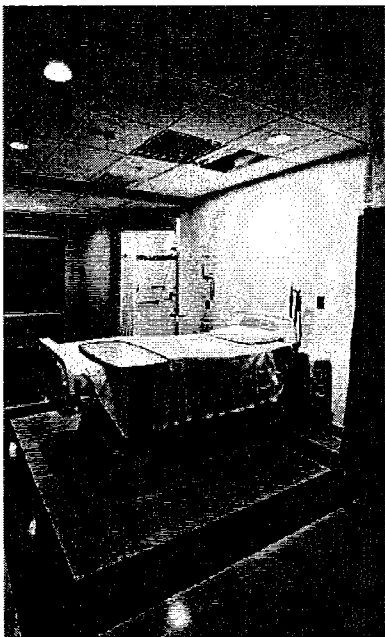
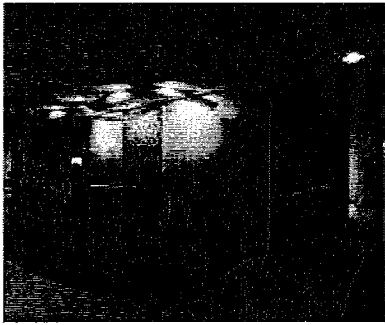
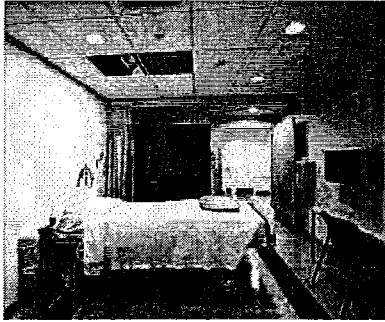
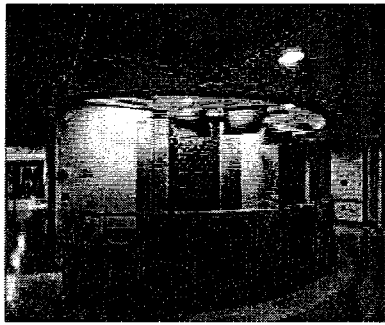
20 Months, March 2009

OWNER REFERENCE

The Miriam Hospital
164 Summit Avenue
Providence, RI 02906
Dave Britland, CHC, Director of
Facilities Management
401-793-2302
DBritland@Lifespan.org

ARCHITECT REFERENCE

Hellmuth, Obata & Kassabaum
1065 Avenue of the Americas
New York, NY 10018
Christopher Korsh, RA, AIA, LEED
AP, Principal
212-741-1200
chris.korsh@hok.com



Case Study:
SOUTH COUNTY HOSPITAL
FROST FAMILY PAVILION EXPANSION

This vertical, 3-story expansion, 60-bed inpatient replacement facility was added to the hospital's new East Wing addition, which housed an expanded emergency department, outpatient diagnostic imaging center, and main entrance/lobby. The East Wing was originally built with the intention of a future 2 story vertical expansion. Due to changed hospital needs, the vertical expansion was increased to 3 stories, requiring significant restructuring of supports in the East Wing. The expansion encompassed 16,000 sf per floor with 20 private patient beds and related support space on each floor. Each patient room included private baths, internet connections, and access to electronic medical records. Nursing stations were located at the end of each floor with support services centralized in between. Each floor also included a family waiting room and a family consultation room as well as staff lounge and conference spaces.

This is a steel framed building with a metal deck and concrete slabs. The exterior wall system consists of steel studs with a brick veneer and metal panels, and a large curved curtain wall system in the sitting area overlooking South Kingstown Salt Pond.

COST
\$16,700,000

TYPE
CM/GMP

SIZE
48,000 sf

SCHEDULE
14 Months

OWNER REFERENCE
South County Hospital
100 Kenyon Avenue
Wakefield, RI 02879-4299
Aaron Robinson, President
401-782-8000

ARCHITECT REFERENCE
C/W Design Group
57 Bedford Street, Suite 207
Lexington, MA 02420
Joe Welch, AIA, Principal
781-274-7275
jwelch@cwdesigngroup.com

LOCATION

Wakefield, RI

COST

\$18,200,000

TYPE

Design/Build

SIZE

82,000 sf

SCHEDULE

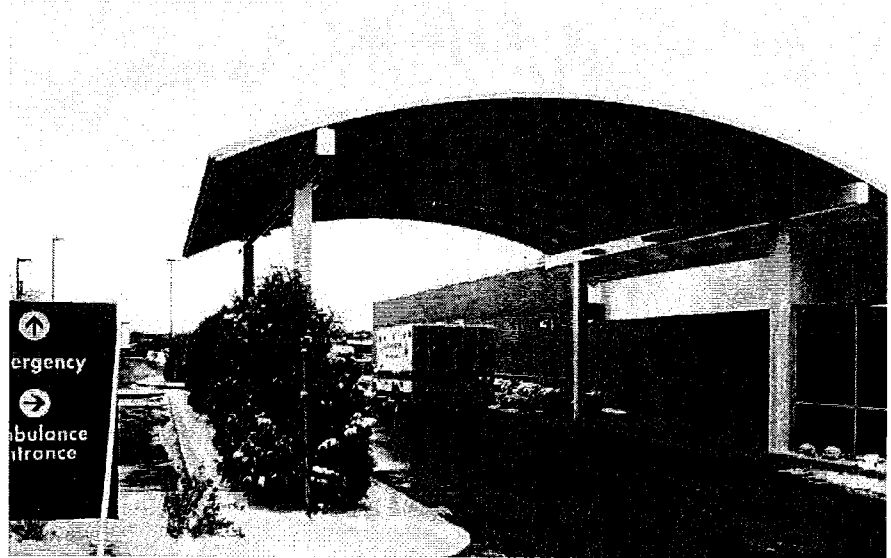
28 Months

OWNER REFERENCE

South County Hospital
100 Kenyon Avenue
Wakefield, RI 02879-4299
Aaron Robinson, President
401-782-8000
arobinson@southcountyhealth.org

ARCHITECT REFERENCE

Taylor & Partners
Out of Business



Case Study:
SOUTH COUNTY HOSPITAL

EMERGENCY ROOM/DIAGNOSTIC IMAGING ADDITION AND RENOVATION

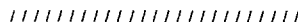
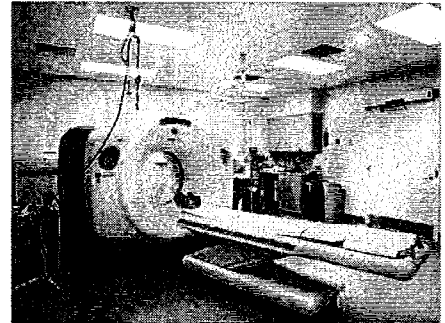
The first three phases of the four-phase construction assignment at South County Hospital involved a new 82,000 sf East Wing building for basic emergency services.

Phase One involved new operating rooms, utilities relocation, additional parking for 75 cars, and improved vehicular access.

In Phase Two, the 17,000 sf Emergency Department was enhanced with new trauma and treatment rooms, a room for setting and dressing fractures, six additional "Express Care" exam rooms for walk-in patients, and four observational beds.

Phase Three involved the construction of a new, full-service Diagnostic Imaging facility offering up-to-date radiological services such as MRI and CAT Scan along with an endoscopy unit with five procedure rooms and 24 pre and post-surgical rooms.

In 2006, and upon completion of all three phases, Dimeo Construction proceeded with the Frost Family Pavilion, a three-story vertical expansion to the East Wing.



LOCATION

Providence, RI

COST

\$19,642,017

TYPE

Program Mgmt/CM/GMP /CM/GMP

SIZE

186,000 sf

SCHEDULE

30 Months

OWNER REFERENCE

Women & Infants' Hospital

101 Dudley Street

Providence, RI 02905

Edward W Robbins Jr, AIA, MCPPO

401-277-3778

erobbins@carene.org

ARCHITECT REFERENCE

Anshen + Allen + Rothman

711 Atlantic Avenue

Boston, MA 02111

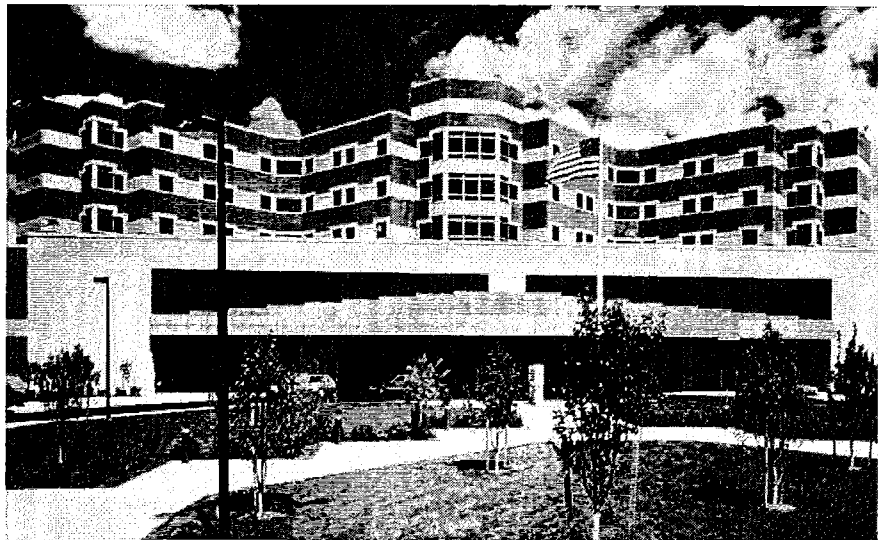
617-451-6990, ext. 316

Vera Van Middlesworth

Current Contact: SmithGroup

617-502-3400

vera.vanmiddlesworth@smithgroup.com

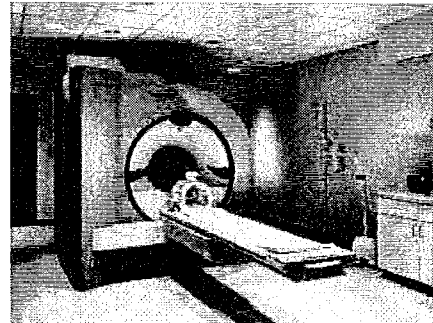


Case Study:
WOMEN & INFANTS' HOSPITAL
VARIOUS OCCUPIED RENOVATIONS

Dimeo Special Projects Group acted as construction manager/program manager to oversee various projects, encompassing a major renovation to the hospital, over the course of several years. Initial projects included a new Breast Health Center, laboratories for Cytogenetics and Cytology, 18,000 sf state-of-the-art research laboratories for reproductive endocrinology, pediatrics, OBGYN and Oncology, ER renovations and the transformation of a portion of the existing fourth floor into an Atrium Healing Garden.

Additional projects included renovations to the fourth floor pharmacy, nurse's stations, multiple patient rooms, eight operating rooms, the main lobby, "C" section procedure room, cosmetic renovations and improvements to the NICU unit and the sixth floor Nurses Station & Nursery. On other sites, renovations to create an Endoscopy suite with renovations of a doctor's office on the top floor to create a GI and internal medicine process area, and renovation to create a Health Education Center were performed.

Dimeo also built the Kilguss Research Institute. This facility allows for research in HIV and tuberculosis, breast and cervical cancers, and fertility issues and to develop promising new advances in biomedical research. The building features a central core that houses cell culture facilities, darkrooms, a vivarium with labs around the perimeter.



LOCATION

Providence, RI

COST

\$3,000,000

TYPE

CM/GMP

SIZE

22,000 sf

SCHEDULE

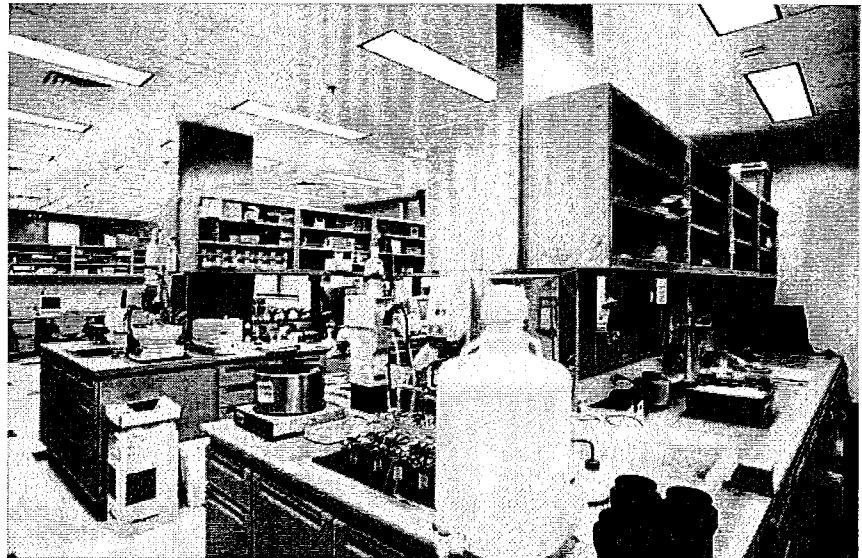
7 Months

OWNER REFERENCE

Women & Infants' Hospital
101 Dudley Street
Providence, RI 02905
Edward W Robbins Jr, AIA, MCPPO
401-277-3778
erobbins@carene.org

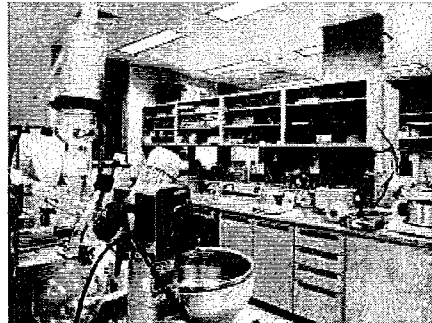
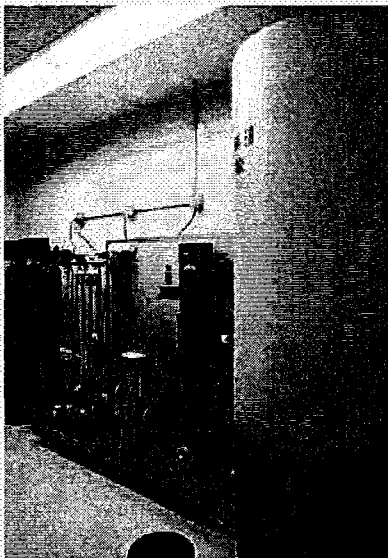
ARCHITECT REFERENCE

LifeSpan Design Team
167 Point Street
Providence, RI 02903
Keith Giacin
401-444-3500
kgiacin@lifespanspan.org



Case Study:
WOMEN & INFANTS' HOSPITAL
KILGUSS RESEARCH INSTITUTE - LABORATORY BUILDING
OCCUPIED RENOVATIONS

As the sixth project for Women & Infants' Hospital, Dimeo served as Construction Manager to renovate a structure in Providence's Jewelry District, purchased from the Kilguss family, into a new research institute. This acquisition allowed the opportunity for new research in HIV and tuberculosis, breast and cervical cancers, and fertility problems, and to develop promising new advances in biomedical research. The building features a central core that houses cell culture facilities, darkrooms, a vivarium, and other resources that are shared by all of the researchers whose labs ring the perimeter. This design allows a sharing of ideas and collaboration with other disciplines.



LOCATION

Providence, RI

COST

\$2,086,000

TYPE

CM/GMP

SIZE

7,500 sf

SCHEDULE

7 Months

OWNER REFERENCE

Women & Infants' Hospital

101 Dudley Street

Providence, RI 02905

Edward W Robbins Jr, AIA, MCPPO

401-277-3778

erobbins@carene.org

ARCHITECT REFERENCE

C/W Design Group

57 Bedford Street, Suite 207

Lexington, MA 02420

Joe Welch, AIA, Principal

781-274-7275

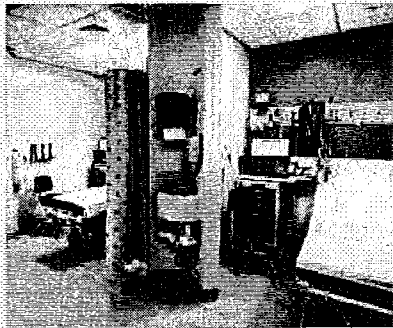
jwelch@cwdesigngroup.com



Case Study:
WOMEN & INFANTS' HOSPITAL
EMERGENCY DEPARTMENT RENOVATION

The Woman and Infants project consists of renovating approximately 7,250 square feet of interior space.

The space is now home to 7 new exam rooms and a renovated triage area along with half a dozen new offices for emergency department nursing staff and new conference room area. The existing security area was also completely renovated.



LOCATION

Warwick, RI

COST

\$6,200,000

TYPE

CM/GMP

SIZE

37,000 sf

SCHEDULE

20 Months

OWNER REFERENCE

Kent Hospital
455 Tollgate Road
Warwick, RI 02886
401-737-7010
Joe DiPietro, Esq., FACHE
Current Contact:
401-692-6721
joseph.dipietro@eliadvisors.com

ARCHITECT REFERENCE

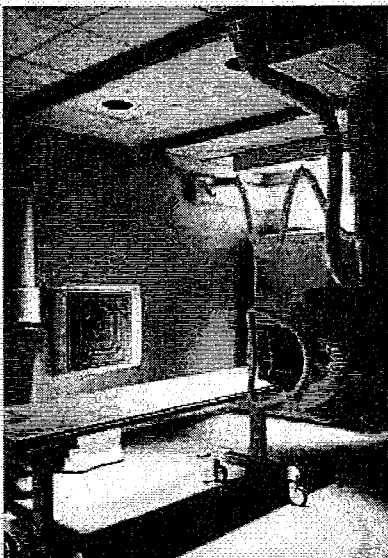
Prout Robert & Elias
74 Rolfe Square
Cranston, RI 02910
401-941-4200



Case Study:
KENT HOSPITAL

EMERGENCY ROOM ADDITION & RENOVATIONS

This project was divided into six consecutive phases so as not to interrupt the flow of patient care and services. The project involved additions and renovations to an existing emergency room. The completed expansion has doubled the size of the department and created 41 individual treatment bays to accommodate the growing levels of technology in use in today's modern emergency facilities. A completely separate ambulatory entrance and registration area afford greater patient comfort and convenience. A covered ambulance entrance at ground level accommodates multiple rescue vehicles. Express Care, Triage, new trauma facilities and two new emergency cardiac rooms were created. In addition, a decontamination facility was created to treat victims of bio-chemical accidents or incidents. The current pediatric emergency care area was expanded and includes a separate seating area and treatment unit. Other new areas include emergency space for pediatric treatment, MCU treatment, main nurses station and new corridors. The addition is a one story, slab on grade, structural steel building. The exterior of the building incorporates brick veneer, curtain wall and punched windows.



LOCATION

Warwick, RI

COST

\$6,920,000

TYPE

CM/GMP

SIZE

30,000 sf

SCHEDULE

11 Months

OWNER REFERENCE

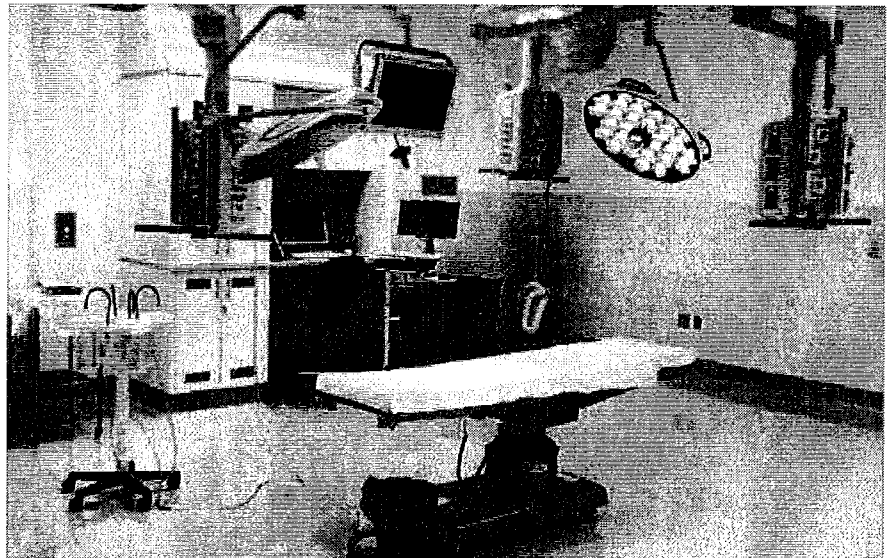
Kent Hospital
455 Tollgate Road
Warwick, RI 02886
401-737-7010
Joe DiPietro, Esq., FACHE
Current Contact:
401-692-6721
joseph.dipietro@eliadvisors.com

ARCHITECT REFERENCE

Steffian Bradley Architects
100 Summer Street, 9th Floor
Boston, MA 02110
617-305-7171

CERTIFICATION

LEED Silver

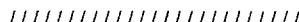


Case Study:
KENT HOSPITAL

AMBULATORY AND SURGICAL CENTER

The Ambulatory Surgery Center, containing five operating rooms at 600 square feet each and three additional operating rooms at 400 square feet is attached to the hospital in the northeast corner. The facility - designed to accommodate space for peri-operative bays, clinical support services, administration, reception/ waiting area and storage - is well-equipped to handle most outpatient surgeries as well as endoscopic and pain management procedures currently performed in the main hospital. A new lobby connects the Medical Office Building to the hospital and a separate patient access corridor linking the ASC to a new ten-bed short stay unit.

During construction, waste materials were recycled, recycled new materials from local suppliers were selected for the project, and low-emitting materials were also selected wherever applicable. To reduce energy usage, the facility features a white reflective roof, low-use fixtures reduce the demand for water, and landscaping was designed to lessen the demand for water. Energy-efficient lighting was used in both interior and exterior spaces.



LOCATION

Warwick, RI

COST

\$8,400,000

TYPE

CM/GMP

SIZE

60,000 sf

SCHEDULE

22 Months

OWNER REFERENCE

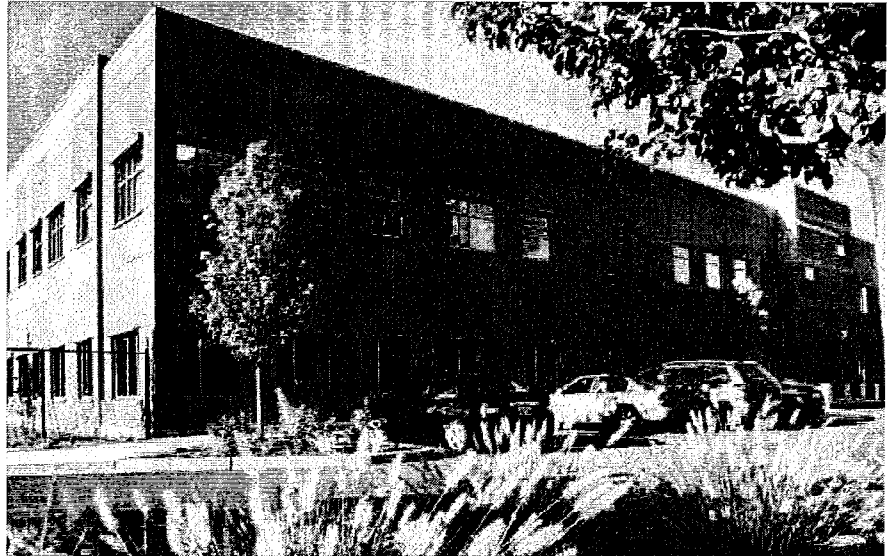
Kent Hospital
455 Tollgate Road
Warwick, RI 02886
401-737-7010
Joe DiPietro, Esq., FACHE
Current Contact:
401-692-6721
joseph.dipietro@eliadvisors.com

ARCHITECT REFERENCE

Steffian Bradley Architects
100 Summer Street, 9th Floor
Boston, MA 02110
617-305-7171

CERTIFICATION

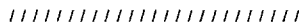
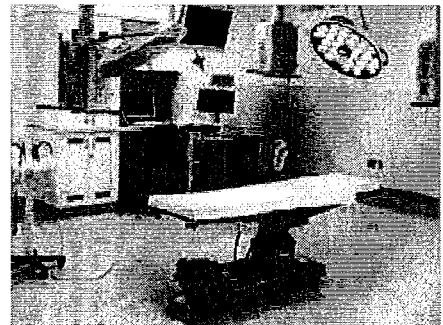
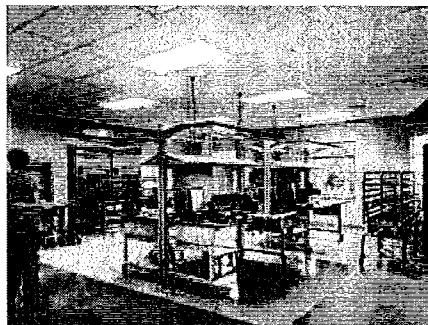
LEED Silver

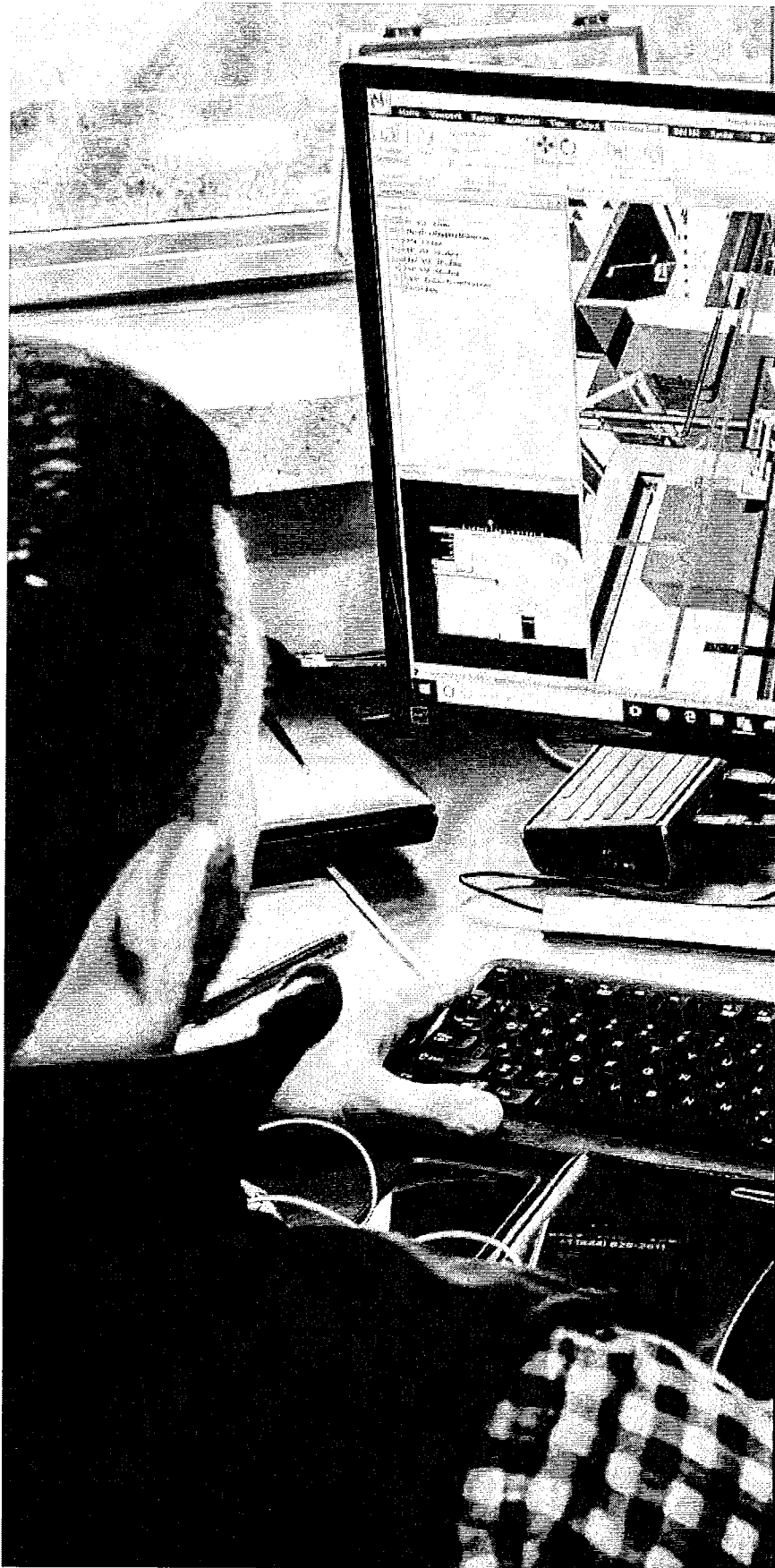


Case Study:
KENT HOSPITAL
MEDICAL OFFICE BUILDING

Dimeo's association with Kent Hospital dates back over 20 years when we were selected as the Hospital's Construction Manager for the 60,000 sf, four-story vertical expansion. Since then, we have been involved with multiple projects of various size and scope.

This two-story, LEED Silver, 60,000 sf MOB was constructed adjacent to the existing hospital and houses eight operating rooms currently contained within the hospital's existing surgical suite. The first floor accommodates private physician practices. We also reworked the space formerly occupied by the Post-Operative Care and Endoscopy Units. This space became a 10-bed short stay unit to accommodate patients who may require or desire post-procedure monitoring. It is also used for non-surgical patients whose hospitalization is limited to a day or two.





ORGANIZATIONAL CHART AND RESUMES

RESOURCES

YOUR INTEGRATED DIMEO TEAM

FEMA
 ARMY NATIONAL GUARD, ARMY CORP OF ENGINEERS,
 STATE OF RHODE ISLAND
 GOVERNOR GINA RAMONDO
 THOMAS BOVIS, RIDOA

AECOM AND NEMD



Bradfor S. Dimeo
President



Stephen Rutledge
EVP and PIC



Kosta Bitsis, LEED AP, CM-Lean
Vice President, Special Projects,
Healthcare



Kevin Ferreira
LEED GA, PHIUS Certified
Project Executive

LOGISTICS TEAM	LAYOUT TEAM	BUILD TEAM	SUPPORT TEAM	DEMOBILIZATION TEAM
<ul style="list-style-type: none"> • PROCURE • RECEIVE • DISTRIBUTE • PERMITTING • COORDINATION WITH LOCAL, STATE, FEDERAL AHJs • SET UP COVID-19 CONSTRUCTION PROTOCOLS • WORKER/VENDOR PROJECT ORIENTATIONS • WORKER/VENDOR SAFETY ORIENTATIONS 	<ul style="list-style-type: none"> • LAYOUT PATIENT PARTITIONS • NURSES STATIONS • SUPPORT AREAS <ul style="list-style-type: none"> • TRIAGE • FOOD SERVICE AREA • STAFF STAGING AREA • HAND WASHING/TEMP TOILETS • CLEAN/DIRTY UTILITY ROOMS • SECURE MEDICATION STATION 	<ul style="list-style-type: none"> • MATERIAL HANDLING/DISTRIBUTION • CLEAN UP • PRODUCTION/BUILD OUT <ul style="list-style-type: none"> • ARCHITECTURAL BUILD OUT • PLUMBING INSTALLATION • MECHANICAL INSTALLATION • ELECTRICAL/COMMUNICATION INSTALLATION • FURNITURE/FIXTURES EQUIPMENT • SPECIAL MEDICAL EQUIPMENT 	<ul style="list-style-type: none"> • CONTINUOUS SUPPORT <ul style="list-style-type: none"> • REPAIR/MAINTAIN • EXPAND • MODIFY CURRENT LAYOUTS AS REQUIRED • CLEAN AND SANITIZE WORK AREAS AS REQUIRED • SET UP AND MAINTAIN HANDWASH STATIONS 	<ul style="list-style-type: none"> • CUT/GAP MEPs • REMOVE TEMP TOILETS AND HANDWASHING STATIONS • REMOVE, RETURN, RELOCATE MEDICAL EQUIPMENT • REMOVE FF&E • DISASSEMBLE PARTITIONS • CLEAN & DISINFECT

KOSTA BITSIS LEED AP, CM-LEAN

DEDICATED VICE PRESIDENT, SPECIAL PROJECTS - HEALTHCARE

Kosta is responsible for directing Dimeo's overall project performance throughout the preconstruction and construction phases. He will attend key project team meetings and interface with the Owner to review the overall project status and will assist in project design phase planning with phasing and logistics, cost estimating, value engineering analysis and procurement. Kosta will work closely with the project team throughout construction providing guidance in the resolution of specific project issues and monitoring overall performance of the project.

RELEVANT EXPERIENCE:

- Hasbro Children's Hospital Facilities Improvements, Providence, RI, \$22.6 million
- Roosevelt Benton DC Fast Track Renovations, \$7.3 million
- University of Connecticut Health Center Ambulatory Care Center Fit-out, Farmington, CT, \$59 million*
- Women & Infants' Hospital, Providence, RI
 - daVinci System Renovations, \$1.2 million
 - Emergency Department Renovation, \$2 million
 - Health Education Center, \$345,266
 - Kilguss Research Institute - Laboratory Building, \$3 million
 - Interim NICU & 6th Fl. Nurses Station Renovations, \$1.5 million
 - Renovations of ORs and Main Lobby, \$896,751
 - New Bedford Prenatal Diagnostic Center, \$260,000
 - Renovations to Patient Rooms, Main Lobby & Nurses Station, \$3.9 million
 - Vertical Expansion and Renovation, \$5.2 million
- Kent County Memorial Hospital, Warwick, RI
 - Vertical Expansion and Renovation, \$5 million
 - Emergency Room Addition & Renovations, \$4.7 million
 - Emergency Room Addition & Renovations, \$1.5 million
 - New Medical Office Building, \$8.4 million*
 - Trowbridge Building Trowbridge Center Tenant Fit-up, \$1.2 million
- Landmark Medical Center, Woonsocket, RI
 - Cardiac Operating Suite Addition, \$2.5 million
 - Infectious Disease Clinic, \$4 million
 - Pequot Health Center Addition & New Ambulatory Surgery Center, \$11 million
 - Renovations to Acute Dialysis Ward, \$672,000
- South County Hospital, Wakefield, RI
 - ER/Diagnostic Imaging Addition & Renovations, \$18.2 million
 - Frost Family Pavilion, \$16.700 million
 - Renovations to Ultrasound Unit, \$400,000
- The Miriam Hospital, Providence, RI
 - Backfill, \$7.5 million
 - Emergency Department Renovation, \$14.9 million
 - New Laboratory & ER Addition & Renovation, \$9.8 million
 - The Victor and Gussie Baxt Building - New OR Suites & Patient Rooms, \$54.9 million
 - Ambulatory Care Center, \$6.9 million

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

35 years/35 years

EDUCATION

Roger Williams University
BS, Civil Engineering

Minor: Urban & Environmental
Planning

LICENSES & AFFILIATIONS

OSHA 10 Hour Certification

LEED Accredited

AGC Certificate of Management -
Lean Construction (CM-LC)
Accredited Professional

AHSE & American Hospital Assoc. -
Certified Healthcare Constructor (CHC)

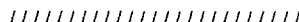
REFERENCES

Hasbro Children's Hospital
Lifespan Design Team
Nick Dominick, Senior Vice President
401-444-3744
NDominick@Lifespan.org

Miriam Hospital
David Britland, CHC, Director of Facilities
401-793-2302
DBritland@Lifespan.org

Hellmuth, Obata & Kassabaum Architects
(HOK)
Christopher Korsh RA, AIA, LEED AP
646-437-0956
chris.korsh@hok.com

Providence Water Supply Board Facility
Gary Marino, PM, Engineer
401-521-6300
garym@provwater.com



KEVIN FERREIRA LEED GA, PHUIUS CERTIFIED

PROJECT EXECUTIVE

Kevin is responsible for directing Dimeo's overall project performance throughout the preconstruction and construction phases. Kevin will attend key project team meetings and interface with the client to review overall project status and will assist in project design phase planning with phasing and logistics, cost estimating, value-engineering analysis and procurement. Kevin will work closely with the project team throughout construction providing guidance in the resolution of specific project issues and monitoring overall performance of the project.

RELEVANT EXPERIENCE:

- Old Colony Public Housing Community Phase 3B&C, Boston, MA, \$62.5 million*
- Hilton Garden Inn East Boston, Guestroom Addition, Boston, MA, \$18 million
- Harvard University, Leverett McKinlock Residential House Restoration, Cambridge, MA, \$Confidential*
- HUB 25, new 278-Unit Residential Development at Morrissey Boulevard, Boston, MA, \$66.4 million
- The Sharpe Building, Residential & Mixed-Use Adaptive Renovations, Providence, RI, \$31 million
- Brown University, Metcalf Laboratory Renovation, Providence, RI, \$28 million*
- CVS/Caremark, New Call Center, Data Center, & Parking Garage, Woonsocket, RI, \$80 million*
- Brown University, Animal Care Facility, Providence, RI, \$3.2 million
- FM Global Corporate Offices, New Building, Johnston, RI, \$Confidential*
- First Light New Resort & Casino, Taunton, MA, \$750 million (Preconstruction)



YEARS IN INDUSTRY/WITH DIMEO

30 years/12 years

EDUCATION

University of Massachusetts Dartmouth
BS, Business Management

Bristol Community College
AA, Accounting

LICENSES

LEED Accredited

MA Construction Supervisors License Unrestricted # CS-077904

City of Boston Builder's License #B34364

RI Construction Forklift License #13296

RI Excavation Equipment License #13296

OSHA 40 HAZWOPER

OSHA 30 Hours Certification

Aerial Lift Operating Training Certificate

First Aid/CPR Certified

Passive House Builder's Certification

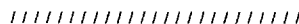
REFERENCES

Harvard University
Leverett-McKinlock House Renewal
Mark Roberts, Project Manager
617-496-0300
Mark_Roberts@harvard.edu

HUB 25, New Residences at Morrissey Blvd
Building Consultation Services
Robb A. Van Marter, AIA
617-334-8188
rvm@bcs-mail.com

Brown University
Metcalf and Bio-Med Renovations
Jeffrey Parker, Construction Manager
401-863-7850
jeffrey_g_parker@brown.edu

*LEED Project



JAMES BENDOKAS LEED AP

SENIOR PROJECT MANAGER

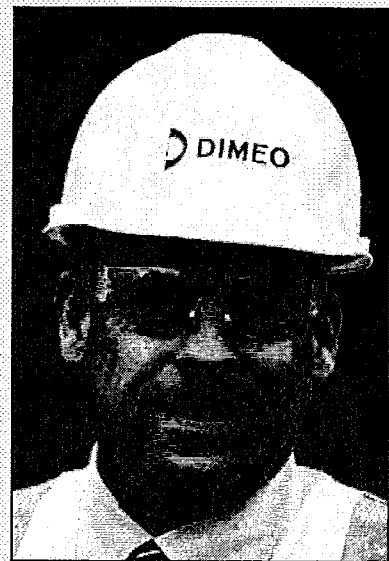
Jimmy will be responsible for onsite operations during the construction phase of the project. In his role, Jim will have responsibility for administering to all aspects of communications and reporting, as well as the monitoring of project cost, schedule, quality and safety performance. He will interface with the client/client's representative, consultant teams and subcontractors on issues relating to execution of the work and overall project performance. He'll be located full time onsite reporting directly to the Project Executive and will have an active and lead role in support of the preconstruction and procurement phases.

Jim joined Dimeo in 1993, and has since successfully run many of our most sophisticated renovation projects. He brings to any project a great degree of construction knowledge and overall organizational capabilities in running difficult construction projects that are logistically and operationally challenging.

RELEVANT EXPERIENCE:

- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- Warwick Mall, Multiple Projects, Warwick, RI
- University of Connecticut Health Center Ambulatory Care Center Fit-out, Farmington, CT, \$59 million*
- The Miriam Hospital, Pawtucket, RI
 - Backfill, \$7.5 million
 - Emergency Department Renovation, \$14.9 million
 - New Laboratory & ER Addition & Renovation, \$9.8 million
 - The Victor and Gussie Baxt Building - New OR Suites & Patient Rooms, \$54.9 million
- Kent County Memorial Hospital, Warwick, RI
 - Vertical Expansion and Renovation, \$5 million
 - New Medical Office Building, \$8.4 million*
- Memorial Hospital of RI, Primary Care Addition, Pawtucket, RI, \$5.4 million
- Landmark Medical Center, Cardiac Operating Area Addition, Woonsocket, RI, \$2.5 million
- Roger Williams Medical Center, Bone Marrow Transplant Unit, Providence, RI, \$1.2 million
- South County Hospital, Ultrasound & Endoscopy Renovations, Wakefield, RI, \$400,000
- Women & Infants', Outpatient Facility, East Greenwich, RI, \$367,257

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

35 years/27 years

EDUCATION

New York University Real Estate Institute
Construction Management

Mechanics Institute
Architectural Drafting & Estimating

Fairleigh Dickinson University
Business Administration

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification

LEED Accredited

REFERENCES

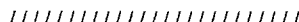
Garrahy Courthouse Parking Garage
Keough Construction Management
Rick Hall, Senior Project Manager
401-383-8266
rhall@keoughconstruct.com

Miriam Hospital
Hellmuth, Obata & Kassabaum Architects
(HOK)

Christopher Korsh RA, AIA, LEED AP
646-437-0956
chris.korsh@hok.com

Kent Hospital
Walter Johnson, Facilities Engineering
401-736-1003
wjohnson@kentri.org

MetLife Renovation
Paul Gardner, Property Manager
401-827-2592
pgardner@metlife.com



MIKE BARTOMIOLI CM-LEAN

PROJECT MANAGER

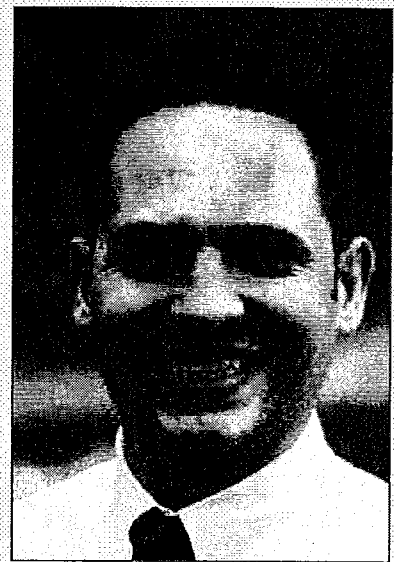
Mike will be responsible for onsite operations during the construction phase of the project. In his role, Mike will have responsibility for administering to all aspects of communications and reporting, as well as the monitoring of project cost, schedule, quality and safety performance. He will interface with the client/client's representative, consultant teams and subcontractors on issues relating to execution of the work and overall project performance. He'll be located full time onsite reporting directly to the Project Executive and will have an active and lead role in support of the preconstruction and procurement phases.

Highly motivated, responsible, professional individual with strong leadership skills and comprehensive knowledge of both human nature and engineered sciences; ability to analyze all points of view, from problem to solution and convey such analysis to others: responsible, charismatic and energetic.

RELEVANT EXPERIENCE:

- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- Citizens Bank, New Corporate Office Building, Johnston, RI, \$Confidential*
- Duxbury Middle/High School, New School, Duxbury, MA, \$111 million*
- Oracle, 6 Van de Graaff Office Building & Parking Garage, Burlington, MA, \$44 million
- Rhode Island Hospital, Bridge Overbuild, Providence, RI
- Quincy High School, High School Renovation & Expansion, Quincy, MA
- Brown University, Metcalf Laboratory Renovation, Providence, RI, \$28 million*
- Brown University's Fitness & Aquatics Center, Providence, RI
- 640 Memorial Drive, Laboratory Conversion, Cambridge, MA
- Oracle, 3rd & 4th Floor Renovations, Nashua, NH, \$3 million
- First Light New Resort & Casino, Taunton, MA, \$750 million (Preconstruction)
- Newport Grand Casino, Renovation, Newport, RI

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

14 years/8 years

EDUCATION

Rhode Island College
BA

Wentworth Institute of Technology
AS, Applied Science

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification

Massachusetts Construction
Supervisor License

AGC Certificate of Management -
Lean Construction (CM-LC)
Accredited Professional

REFERENCES

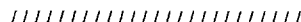
Duxbury Middle/High School
Mount Vernon Group Architects
Dennis J. Daly, AIA, Principal
781-213-5030
ddaly@mvgarchitects.com

Citizens Bank Corporate Campus
Cushman & Wakefield (OPM)
David Varone, Senior Project Manager
770-294-3637
david.varone@cushwake.com

BR+A Consulting Engineers
Gene Kofman, Senior Associate
Construction Administration
617-925-8230 (direct), 617-792-5897 (cell)
gkofman@brplusa.com

ORACLE

Mark Williams
Senior Real Estate Project Manager
603-897-3673
mark.williams@oracle.com



JOHN PETERSON

SENIOR MEP PROJECT MANAGER

John will assist the Project Manager with administration and execution of onsite operations involving mechanical, engineering and plumbing. He will also direct the field labor and monitor cost, scheduling, safety compliance and change monitoring that relates to MEP.

John has extensive experience in mechanical HVAC system selection, layout and design as well as project management for MEP/FP consulting design services. His experience includes construction administration for Mechanical, Electrical, Plumbing and Fire Protection systems as well as commissioning services for these systems.

RELEVANT EXPERIENCE:

- Electric Boat, Universal Building 9A/B, North Kingstown, RI, \$Confidential
- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- Boston Medical Center, Campus Redesign Project, Boston, MA, \$400 million
- Boston Medical Center, Family Medicine Department, Boston, MA
- Boston Medical Center, PICU, ATU, & Pediatric Inpatient Unit
- Boston Medical Center, Cogen Plant, Boston, MA



YEARS IN INDUSTRY/WITH DIMEO

28 years/1 year

EDUCATION

Massachusetts Maritime Academy
BS, Marine Engineering

LICENSES & AFFILIATIONS

American Society of Mechanical Engineers
(ASME)

American Welding Society (AWS)

Massachusetts Maritime Academy
Alumni Association

Pan Mass Challenge, Heavy Hitter,
top 10% (7 years)

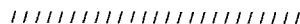
REFERENCES

Boston Medical Center
Various Projects
Robert Biggio
Senior Vice President of Facilities & Support
617-414-2108
Bob.Biggio@bmc.org

Lisa Zani, MS, BSN, RN
Associate Chief Nursing Officer
508-345-3837
Lisa.Zani@bmc.org

Tsoi Kobus Design
Richard Kobus, Senior Principal
617-475-4220
rkobus@tsoikobus.design

*LEED Project



MARTIN ABT LEED AP, CM-LEAN, CM-BIM

SENIOR SUPERINTENDENT

As the superintendent, Martin will lead the supervision, coordination, and sequencing of all field construction activities. He will report daily on all onsite activities, including safety compliance, and will conduct regular coordination meetings where these issues and others will be discussed among the subcontractors. He will be Dimeo's onsite contact and will administer all field project activities.

With over 30 years in the construction industry, Martin's experience includes Carpenter Foreman, Superintendent and Owner's Representative. He offers great leadership and the ability to complete jobs in a timely and cost-conscious manner, in addition to expertise in resolving construction issues that arise in the field.

RELEVANT EXPERIENCE:

- Old Colony Public Housing Community Phase 3B&C, Boston, MA, \$62.5 million*
- The Residences at Forest Hills Station, Residential & Mixed-Use Development, Jamaica Plain, MA, \$77 million*
- Copley Place, Occupied Retail Renovation, Boston, MA, \$25 million
- Cambridge Housing Authority, Revitalization of Lincoln Way & Jackson Gardens, Cambridge, MA, \$40 million
- Quinnipiac Terrace, New Residential Development, Phase I-III, New Haven, CT, \$56.6 million
- Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$160 million*
- The Sharpe Building, Residential & Mixed-Use Adaptive Renovations, Providence, RI, \$31 million
- Warwick Mall, Expansion & Redevelopment, Warwick, RI, \$20 million
- Harvard University, Leverett McKinlock Residential House Restoration, Cambridge, MA, \$Confidential*
- Harvard University, Renovation to Stone Hall (formally Old Quincy), Cambridge, MA, \$Confidential*
- Massachusetts Division of Capital Asset Management, New Trial Court, Fall River, MA, \$64 million*



YEARS IN INDUSTRY/WITH DIMEO

37 years/13 years

EDUCATION

SUNY Canton
AS, Electrical Technology

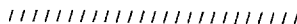
LICENSES & AFFILIATIONS

OSHA 30 Hour Certification
OSHA 10 Hour Certification
LEED Accredited
AGC Certificate of Management - Lean Construction (CM-LC) Accredited Professional
AGC CM-BIM accreditation
Boston ABC License
Cambridge Superintendent's License
Massachusetts Supervisor's License

REFERENCES

The Residences at Forest Hills Station, LLP
Criterion Development Partners
Jay Zachariah, Director of Development
781-890-5600 x106
jzachariah@criteriondp.com
Quinnipiac Terrace
Trinity Financial
Alan Ladson, Construction Manager
617-720-8400
aladson@trinityfinancial.com
Cambridge Housing Authority
Robert Labrecque
Senior Project Manager
Current Contact:
STV Construction, Inc.
617-243-3888

*LEED Project



DAN SULLIVAN

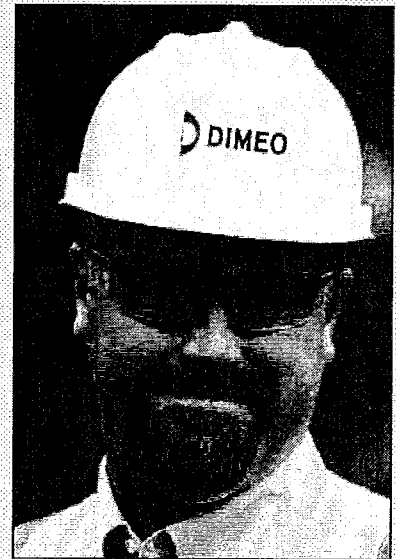
MEP SUPERINTENDENT

Dan will assist the Superintendent and lead the coordination of activities associated with the fabrication, Lean scheduling, coordination, installation quality and commissioning of mechanical and electrical systems. He will monitor and communicate project status and constructability reviews with various stakeholders and provide regular updates on cost, schedule, quality and safety. Dan will report daily to the Superintendent on activities related to MEP systems.

Dan joined Dimeo in 2003 as part of the Newport Heights project team. Dan has proven to be an invaluable team member while serving on some of Dimeo's larger, more complex projects throughout southern New England.

RELEVANT EXPERIENCE:

- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- MITIMCO, 22-24 Magazine Street Apartment Renovation, Cambridge, MA, \$8.7 million
- Citizens Bank, New Corporate Office Building, Johnston, RI, \$Confidential*
- FM Global, Northwoods Corporate Campus Renovations, Johnston, RI, \$Confidential*
- MetLife, Occupied Corporate Office Renovations, Warwick, RI, \$Confidential
- The Sharpe Building at the Foundry, Occupied Residential Repositioning, Providence, RI, \$31 million
- University of Massachusetts, Commonwealth Honors Residences, Amherst, MA, \$179 million*
- FM Global, New Corporate Headquarters, Johnston, RI, \$Confidential*
- Newport Heights, Residential Development Phase I-II, Newport, RI, \$37 million
- Gateway Community College, New Construction to Consolidate College, New Haven, CT, \$160 million*
- Twin River Gaming & Entertainment Complex, Renovation & Expansion Project, Lincoln, RI, \$168 million



YEARS IN INDUSTRY/WITH DIMEO

17 years/17 years

EDUCATION

Johnson & Wales University
B.S. Business Management
Northeastern University
Certificate of Professional Achievement,
Construction Management

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification

REFERENCES

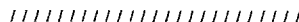
MetLife Renovation
Dan Garcia, Chief Engineer
401-827-2836
dgarcia5@metlife.com

Syska Hennessy Group
Wilbert Leong, Senior Associate
212-556-3289
wleong@syska.com

FM Global Northwoods
Paul Fimian, Project Manager
AHA Consulting Engineers
781-372-3000
Paul_Fimian@aha-engineers.com

Citizens Bank Corporate Campus
Cushman & Wakefield (OPM)
Rob Learnard, Senior Development Manager
Current Contact Info:
Learnard Consulting
Senior Project Development Manager
770-294-3637

*LEED Project



ROBERT LEACH

SENIOR SUPERINTENDENT

As the Superintendent, Bob will lead the supervision, coordination and sequence of all field construction activities. He will report daily on all onsite activities, including safety compliance, and will conduct regular coordination meetings where ongoing activities involving logistics, sequence hand offs, quality and safety are discussed among the subcontractors. Bob will be Dimeo's onsite contact and will administer all field project activities.

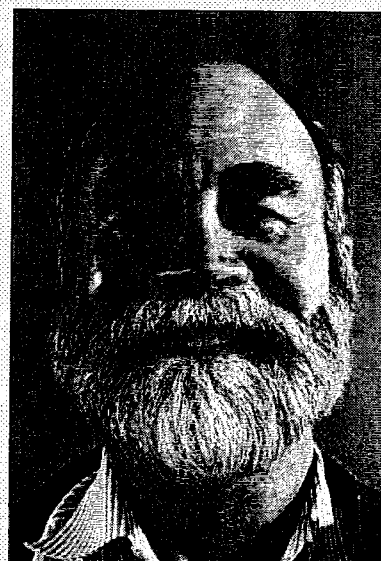
Bob recently joined the Dimeo team and is assigned to the Winstanley 101 College Street project, a new office and research development facility in New Haven.

RELEVANT EXPERIENCE:

- Winstanley Enterprises, 101 College Street Office and Research Development Facility, New Haven, CT, \$160 million

PRE DIMEO:

- Museum Towers, Residential w/Parking Garage, Cambridge, MA, \$55 million
- Southeby's Auction House, Occupied Renovation, New York, NY, \$145 million
- Jurys Doyle Hotel, Historic Hotel Renovation and Addition, Boston, MA, \$40 million
- Great Lakes Mall, Core and Shell, Auburn Hills, MI, \$40 million
- General McArthur Mall and Parking Garage, Virginia Beach, VA, \$110 million
- Tripp Towers, New Bedford Housing Authority Occupied Residential Renovation, New Bedford, MA, \$7 million
- Massachusetts New Educational Fire Academy, Sudbury, MA, \$15 million
- Scalabrini Villa 130-bed Healthcare Facility, North Kingstown, RI, \$6 million
- Victoria Court New 60-Bed Healthcare Facility, Cranston, RI, \$4.5 million
- South Kingstown Town Hall, Historical Building Renovation, South Kingstown, RI, \$8 million



YEARS IN INDUSTRY/WITH DIMEO

35 years/< 1 year

EDUCATION

Wentworth Academy

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification
40-Hour HAZMAT Certified
City of Boston, MA Unlimited A License
ASHE Certification
241 Fire Prevention Manager
CPR/First Aid Certified

REFERENCES

Nauset Construction
Tony Papantonis, Owner
781-453-2220

Acorn Holdings
Phil Terzis, Project Manager
617-433-9700
pterzis@acornh.com

Sea & Shore Contracting, Inc.
Michael Lally, Owner
781-767-0090

Ernest Guigli & Sons, Inc.
Matthew Guigli, Vice President
508-652-9800 x113

BLC Equipment
Bill Gaffney, Owner
603-952-4870

*LEED Project

PETER HAMILL

SENIOR SUPERINTENDENT/ DSPG FIELD MANAGER AND SPECIALTIES

As the Superintendent, Peter will lead the supervision, coordination and sequence of all field construction activities. He will report daily on all onsite activities, including safety compliance, and will conduct regular coordination meetings where ongoing activities involving logistics, sequence hand offs, quality and safety are discussed among the subcontractors. Peter will be Dimeo's onsite contact and will administer all field project activities.

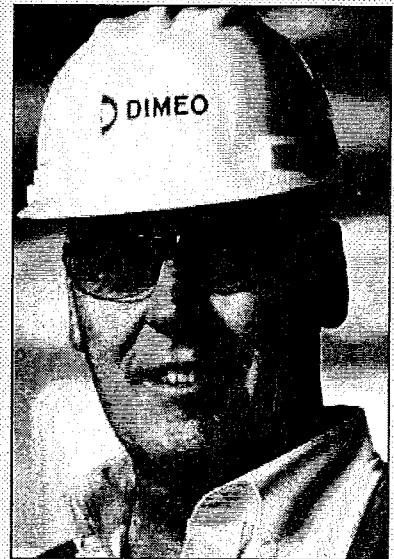
Peter joined the company in 2017 from Bay State Building Specialties Inc. as their Vice President of Operations. With more than 30 years in the construction industry, he brings a wealth of experience in the educational, health care, and both private and public sectors of the construction industry.

RELEVANT EXPERIENCE:

- Yale University Benjamin Franklin and Pauli Murray New Residential Colleges, New Haven, CT, \$Confidential*
- Roosevelt Benton Detention Center Renovation, Cranston, RI, \$7.2 million
- Women & Infants' Hospital, Multiple Renovations Projects, Providence, RI, \$2.4 million
- University of Rhode Island, Bliss Hall Renovations & Addition, Kingston, RI, \$24 million*
- Electric Boat, Universal Building 9A/B, North Kingstown, RI, \$Confidential

PRE DIMEO

- Massachusetts General Hospital Lunder Building Renovations, Boston, MA
- Children's Main Building Renovations, Boston, MA
- Women & Infants' Hospital Renovations, Providence, RI
- Harvard Business School Multiple Renovations Projects, Boston, MA
- MIT Multiple Renovations Projects, Cambridge, MA



YEARS IN INDUSTRY/WITH DIMEO

33 years/3 years

EDUCATION

Suffolk University
Certification in Interior Design
Massachusetts Carpenters
Apprenticeship Program

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification
CPR/First Aid Training

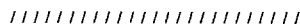
REFERENCES

Massachusetts Institute of Technology
Peter Bedrosian, Assistant Registrar
617-253-5267

Harvard Business School
Baker Design
Steve Baker
617-338-8870

Kosta Bitsis
Vice President of Special Projects
Dimeo Construction Company
401-781-9800
KBitsis@Dimeo.com

*LEED Project



BOB LETENDRE

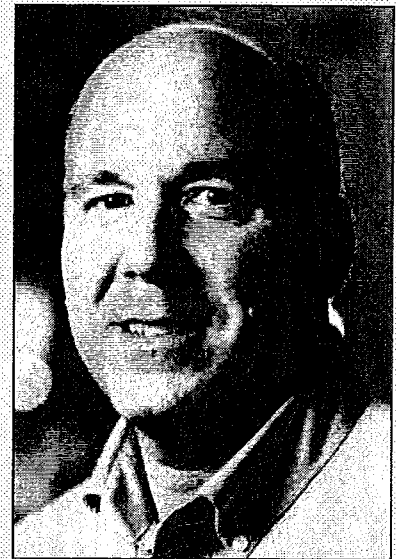
DSPG LABOR AND MAINTENANCE COORDINATOR

Bob will work as part of the onsite project team in supporting a range of activities from meeting minutes, submittal review and management, RFI's, cost management and monthly subcontractor payment application reviews and processing. He'll support various special project analysis including work-in-place, schedule production, supply chain, quality control and commissioning turnover activities. Bob will support their work activities utilizing several digital cloud-based systems including Smartsheet, Autodesk's BIM 360 Glue and Procore.

Bob began working for Dimeo in 2002. Prior to Dimeo he worked as a graphic designer for many years. He has extensive knowledge of a variety of computer programs including AutoCAD.

RELEVANT EXPERIENCE:

- Dessault Tenant Fit-Out, Johnston, RI.
- Rhode Island DMV, Forand Building Renovations, Cranston, RI, \$15 million
- Cumberland High School, Renovations, Cumberland, RI, \$23 million
- Pfizer, Groton, CT
 - Building 260 Renovations, \$500,000
 - B-288 Lactam Expansion Labs, \$1.6 million
 - Building 118A, NMR Expansion, \$2.6 million
 - Building 118C, P5 Weighing and Sample Laboratory, \$480,000
 - Building 114 GO Learning Center, \$2.4 million
 - Building 118W Advanced Library Tech., \$1.2 million
- Kent Hospital, Emergency Room Addition & Renovations, Warwick, RI, \$6.2 million
- Care New England, Kent Data Center, Warwick, RI, \$5.3 million
- Landmark Medical Center, Cardiac Operating Area Addition, Woonsocket, RI, \$2.5 million
- Women & Infants' Hospital, Multiple Projects, Providence, RI, \$3 million
- Lawrence & Memorial Hospital, Pequot Health Center Addition, Groton, CT, \$11 million
- Hasbro, Narragansett Office Park Renovations Phase III, East Providence, RI, \$1.3 million
- Memorial Hospital, Emergency Room Addition & Renovations, Pawtucket, RI, \$3.1 million



YEARS IN INDUSTRY/WITH DIMEO

17 years/17 years

EDUCATION

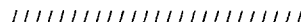
Swain School of Design
Graphic Design

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification
First Aid, CPR Certified

REFERENCES

*LEED Project



JOSEPH PASCIUTO

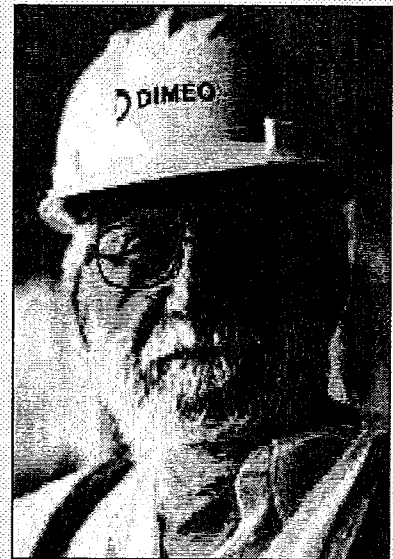
SENIOR MEP COORDINATOR/PLANNER

Joe will assist the Superintendent and lead the coordination of activities associated with the fabrication, Lean scheduling, coordination, installation quality and commissioning of mechanical and electrical systems. He will monitor and communicate project status and constructability reviews with various stakeholders and provide regular updates on cost, schedule, quality and safety. Joe will report daily to the Superintendent on activities related to MEP systems.

Joe has an extensive background in mechanical and electrical engineering and consulting having worked on various high technology projects with intensive MEP aspects. Joe's experience includes serving as MEP Superintendent for the new Mass General Hospital and the Harvard Science Center and Vivariums, which was built directly on top of a power plant. With this experience with complex MEP work Joe will be a great benefit to the team for this project.

RELEVANT EXPERIENCE:

- Town of Duxbury, New Middle/High School, Duxbury, MA, \$111 million*
- City of Newton - Newton North High School, New High School, Newton, MA, \$165 million*
- Town of Grafton, New High School, Grafton, MA, \$58 million
- Yale University, New Edward P. Evans School of Management,, New Haven, CT, \$Confidential
- Harvard University, Science Center, Cambridge, MA, \$Confidential
- CVS/Caremark, New Call Center, Data Center, & Parking Garage, Woonsocket, RI, \$80 million*
- Ocean House, Hotel & Residential Suites, Watch Hill, RI, \$80 million
- IKEA, New Retail Store, Stoughton, MA, \$39.9 million*
- Massachusetts General Hospital, New 12-Story Building, Boston, MA, \$400 million
- FM Global Research Campus, Expansion, West Glocester, RI, \$Confidential
- Intel, Semi-conductor Facility, Hudson, MA, \$300 million
- Intel, Assembly Plant, San Juan, Costa Rica, \$150 million



YEARS IN INDUSTRY/WITH DIMEO

39 years/18 years

EDUCATION

Bridgewater State College
Fitchburg State College
Wastewater Training

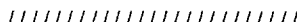
LICENSES & AFFILIATIONS

Massachusetts State Journeymen
Electrician's License #21758-E
Massachusetts Wastewater License Grade 4
Industrial Full #5793
Former Bellingham Water-Sewer
Commissioner

REFERENCES

Citizens Bank Corporate Campus
BR+A Consulting Engineers
Gene Kofman, Senior Associate
Construction Administration
617-925-8230 (direct), 617-792-5897 (cell)
gkofman@brplusa.com
Grafton High School
SMMA
Andrew K. Oldeman, PE, CEM, LEED AP
Principal | Director of Engineering
617-520-9431
aoldeman@smma.com
Duxbury Middle/High School
General Mechanical Contractors, Inc.
Trevor Tomasino, Project Manager
508-754-7366

*LEED Project



CHRISTOPHER MAZZULLI

MEP SUPERINTENDENT

Chris will assist the Superintendent and lead the coordination of activities associated with the fabrication, Lean scheduling, coordination, installation quality and commissioning of mechanical and electrical systems. He will monitor and communicate project status and constructability reviews with various stakeholders and provide regular updates on cost, schedule, quality and safety. Chris will report daily to the Superintendent on activities related to MEP systems.

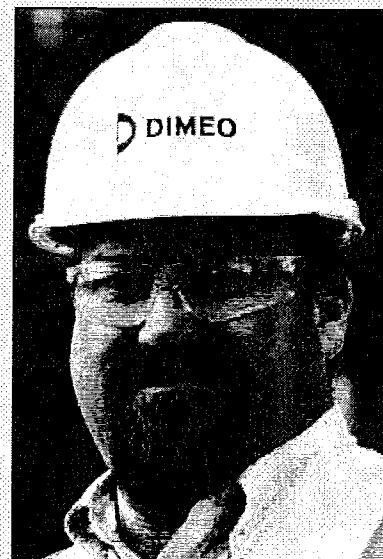
Chris joined Dimeo in 2005 from Keenan and Navarro Builders, and he has a long history in the construction industry. He has also worked for Linbeck Construction, Saybrook Associates, Perini Construction, and others. Chris is proficient in overall project supervision, project planning, document control, cost control, quality control, and safety management.

RELEVANT EXPERIENCE:

- University of Connecticut STEM Research Center (Science 1) Building & NW Quad Science 1 Site Improvements & Phase 2 Utility Tunnel, Storrs, CT, \$200 million*
- Pfizer, Inc., Laboratory Upgrades, various projects, Groton, CT, up to \$15 million
- Yale University, New Haven, CT, \$Confidential
 - New Science Building*
 - Sterling Chemistry Laboratory Renovation*
 - Art Gallery, Renovation to Swartwout & Street Hall
 - Renovation to Grace Murray Hopper College Residence Hall (formerly Calhoun College)
 - Renovation to Trumbull College Residence Hall
 - Linsly-Chittenden Hall Renovations
- Western Connecticut State University, New Visual & Performing Arts Center, Danbury, CT, \$77 million*
- Quinnipiac Terrace, New Residential Development, Phase II, New Haven, CT, \$24.9 million
- XL Center Renovations, Hartford,, CT, \$27.5 million

PRE DIMEO

- Killingly School, ADA Modifications, Killingly, CT, \$6 million
- Mohegan Sun Casino, Phase II, Uncasville, CT, \$1.6 billion
- Merck & Co., West Point, PA, \$5 million



YEARS IN INDUSTRY/WITH DIMEO

27 years/15 years

EDUCATION

Thames Valley Technical College
AS, Mechanical Engineering

Central Connecticut State University
Mechanical Engineering

LICENSES & AFFILIATIONS

American Society of Mechanical Engineers
GREEN Building Program

AHSE & American Hospital Assoc. -
Certified Healthcare Constructor (CHC)

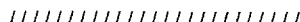
REFERENCES

Yale University
Science Building
Justin Pezzolesi, Project Manager
Major Projects & Capital Maintenance
860-389-7733 (cell)
justin.pezzolesi@yale.edu

Yale University
Science Building and Sterling Chemistry Lab
Robert Villani, M/E/P Manager
Science and Technology Buildings
Central Campus Physical Plant
203-627-6774 (cell)
robert.villani@yale.edu

Western Connecticut State University
SBS
Robert Lee, Commissioning Agent
860-575-6849 (cell)
Rlee@go-sbs.com

*LEED Project



RYNE WALLACE

MEP SUPERINTENDENT

Ryne will assist the Superintendent and lead the coordination of activities associated with the fabrication, Lean scheduling, coordination, installation quality and commissioning of mechanical and electrical systems. He will monitor and communicate project status and constructability reviews with various stakeholders and provide regular updates on cost, schedule, quality and safety. Ryne will report daily to the Superintendent on activities related to MEP systems.

RELEVANT EXPERIENCE:

- Yale University, Saybrook College Renovation, New Haven, CT, \$Confidential
- Yale University, Branford College Renovation, New Haven, CT, \$Confidential
- Yale University, New Science Building, New Haven, CT, \$Confidential*
- Yale University, Benjamin Franklin and Pauli Murray Residential Colleges, New Haven, CT, \$Confidential*
- University of Connecticut STEM Research Center (Science 1) Building & NW Quad Science 1 Site Improvements & Phase 2 Utility Tunnel, Storrs, CT, \$200 million*



YEARS IN INDUSTRY/WITH DIMEO

4 years/4 years

EDUCATION

Roger Williams University
BS, Construction Management

LICENSES & AFFILIATIONS

OSHA 30 Hour Certification
First Aid/CPR Certified

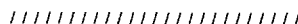
REFERENCES

Yale University Science Building
David Nevins, Associate Director
Yale Public Safety Project Management
203-737-1483
David.nevins@yale.edu

Jonathan McNulty, MEP Project Manager
Dimeo Construction Company
401-871-3967
JMcNulty@dimeo.com

Chris Mazzulli
MEP Superintendent
Dimeo Construction Company
203-410-8561
cmazzulli@dimeo.com

*LEED Project



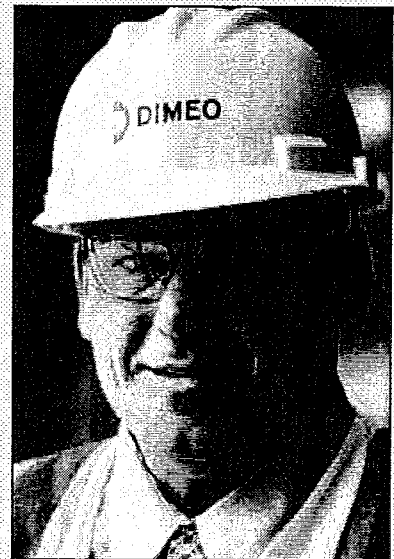
BRIAN JARVIS

MEP SUPERINTENDENT

Brian will assist the Superintendent and lead the coordination of activities associated with the fabrication, Lean scheduling, coordination, installation quality and commissioning of mechanical and electrical systems. He will monitor and communicate project status and constructability reviews with various stakeholders and provide regular updates on cost, schedule, quality and safety. Brian will report daily to the Superintendent on activities related to MEP systems.

RELEVANT EXPERIENCE:

- Massachusetts Division of Capital Asset Management, New Trial Court, Lowell, MA, \$142 million*
- Yale University, Schwarzman Center Renovations & Additions, New Haven, CT, \$Confidential*
- MassArt Art Museum Renovation, Phases 1&2, Boston, MA, \$21 million*
- Brown University, New School of Engineering
- Brown University, Rockefeller Library
- Roger Williams University, New Campus Dormitories/Full Security and Tele/Data Infrastructure
- TF Green Airport, Skybridge and Parking Garage
- Providence College, Various Projects
- University of Rhode Island, Various Projects



YEARS IN INDUSTRY/WITH DIMEO

22 years/2 years

LICENSES & AFFILIATIONS

- OSHA 10 Hour Certification
- Lean training classes
- BIM 360 training
- Mohawk Cabling Certificate
- Lift Training Certification
- Confined Space Entry Certification
- Hubble Network Certification
- Panduit Fiber and Networking Certifications

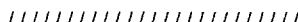
REFERENCES

Yale University Schwarzman Center
Yale University Office of Facilities
Michael Gibbons
Associate Construction Project Manager
475-224-1986 (cell)
michael.w.gibbons@yale.edu

Massachusetts College of Art –
Art Museum Renovation
City Point Partners (OPM)
Rudy Barajas, Senior Project Manager
508-328-0324 (cell)
rbarajascm@comcast.net

Varios Projects
Alan Krupp, Operations Manager
781-217-8021 (cell)
alan.krupp@siemens.com

*LEED Project



BRETT DIPETRILLO

PROJECT ENGINEER

Brett will work as part of the onsite project team in supporting a range of activities from meeting minutes, submittal review and management, RFI's, cost management and monthly subcontractor payment application reviews and processing. He'll support various special project analysis including work-in-place, schedule production, supply chain, quality control and commissioning turnover activities. Brett will support their work activities utilizing several digital cloud-based systems including Smartsheet, Autodesk's BIM 360 Glue and Procore.

RELEVANT EXPERIENCE:

- University of Rhode Island, Bliss Hall Renovations & Addition, Kingston, RI, \$24 million*



YEARS IN INDUSTRY/WITH DIMEO

1 year/1 year

EDUCATION

University of Rhode Island
MS, Civil Engineering
BS, Civil Engineering

LICENSES & AFFILIATIONS

OSHA 10 Hours Certification
OSHA 30 Hours Certification

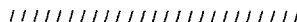
REFERENCES

University of Rhode Island Bliss Hall
Doug Peckham, Project Executive
Vice President, Boston Operations
Dimeo Construction Company
617-502-3084
DPeckham@Dimeo.com

Mark Jaquith, Project Manager
Dimeo Construction Company
401-533-6307
mjaquith@dimeo.com

Will Larose, Assistant Purchasing Agent
Dimeo Construction Company
wlarose@dimeo.com
401-302-2014

*LEED Project



JOSÉ CHANKUK

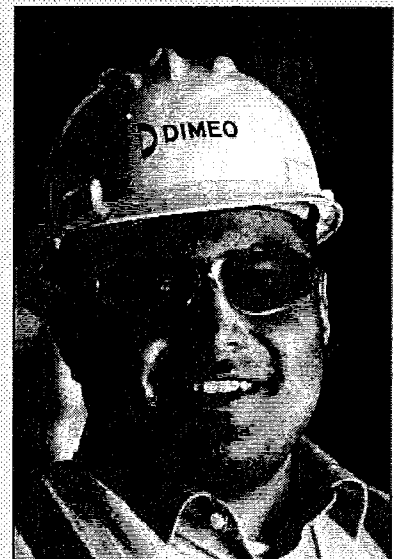
PROJECT ENGINEER

José will work as part of the onsite project team in supporting a range of activities from meeting minutes, submittal review and management, RFIs, cost management and monthly subcontractor payment application reviews and processing. He'll support various special project analysis including work-in-place, schedule production, supply chain, quality control and commissioning turnover activities. José will support their work activities utilizing several digital cloud-based systems including Smartsheet, Autodesk's BIM 360 Glue and Procore.

José recently joined Dimeo after completing our intern program as part of the Schwarzman Center Renovations & Additions project at Yale University. He is proficient in the latest AEC software packages such as, AutoCAD (AutoDesk), Revit (AutoDesk), Sketchup and Rhino 5.

RELEVANT EXPERIENCE:

- The Residences at Forest Hills Station, Residential & Mixed-Use Development, Jamaica Plain, MA, \$77 million*
- Yale University, Wall & High Street Improvements, New Haven, CT, \$Confidential
- Yale University, Schwarzman Center Renovations & Additions, New Haven, CT, \$Confidential*



YEARS IN INDUSTRY/WITH DIMEO

2 years/1 year

EDUCATION

Wentworth Institute of Technology
BS in Architecture

REFERENCES

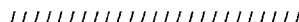
Tim Cohen
Architectural & Engineering Manager
Dimeo Construction Company
203-777-5410 (Office), 203-464-4361 (cell)
Tcohen@dimeo.com

Tim Murphy
Senior Director Store Planning,
Purchasing and Construction
J. JILL
617-689-7826 (Office), 781-774-9608 (cell)
tim.murphy@jjill.com

Allen Sandish
Senior Manager, Store Planning
J. JILL
Office: (617) 689-7815
857-939-5633 (cell)
allen.sandish@jjill.com

Omar M. Zubairi, Ph.D
Assistant Professor
Wentworth Institute of Technology
617-989-4810 (cell)
zubairio@wit.edu

*LEED Project



FRANK REYNOLDS PHIUS CERTIFIED

SENIOR ESTIMATOR/PLANNER

Frank will lead the preconstruction team efforts, leading the team in all phases of pricing activities. Frank's initial activities will involve studying the cost and design of the project, clarifying questions with the design team, and preparing detailed estimates at various stages of design. He will ensure that all of the estimating work is being completed promptly and in compliance with all Owner requirements.

Frank has been with Dimeo since 1996 and has 30 years of estimating and construction field experience. Frank has diverse project experience, including colleges & universities, healthcare, housing, retail and corporate office building projects.

RELEVANT EXPERIENCE:

- Harvard University, Cambridge, MA, \$Confidential
 - Renovation to Stone Residential House (formerly Old Quincy)*
 - Leverett McKinlock Hall Renovation*
- Brown University, Providence, RI
 - Metcalf Hall Renovation, \$28 million*
 - Animal Care Facility \$3.2 million
 - Meehan Auditorium Renovation, \$2.7 million
- Yale University, New Haven, CT, \$Confidential
 - New Science Building*
 - Schwarzman Center Renovations & Additions
 - Sterling Chemistry Laboratory Renovation
 - Kline Chemistry Laboratory Renovation
 - Edward P. Evans School of Management*
 - 43 Hillhouse Residential Restoration
 - Linsly-Chittenden Hall Renovations
- The Sharpe Building, Residential & Mixed-Use Adaptive Renovations, Providence, RI, \$31 million
- Avenir, Residential & Mixed Use Development, Boston, MA, \$107 million*
- Citizens Bank, New Corporate Office Building, Johnston, RI, \$Confidential*
- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- Oracle, 6 Van de Graaff Renovations, Burlington, MA, \$44 million
- FM Global, Northwoods Campus Renovations, Johnston, RI, \$Confidential



YEARS IN INDUSTRY/WITH DIMEO

30 years/25 years

EDUCATION

Wentworth Institute of Technology
AS, Applied Sciences
Certificate in Construction Drafting

LICENSES & AFFILIATIONS

Member, Zoning Board of Appeals
Town of Norton, MA
Passive House Builder's Certification

REFERENCES

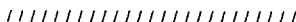
Yale University
Yale University Office of Facilities
James Elmasry, AIA, LEED AP
Senior Program Planner
203-432-387
james.elmasry@yale.edu

Yale University
Jon Olsen, Associate Director (former)
Yale Planning and Construction
Current Contact:
845-825-4689
jolsen12564@gmail.com

Harvard University
Old Quincy Renovation Project
Mark Johnson, Vice President
Harvard Capital Planning
and Project Management (former)
Current Contact:
617-872-1650 (cell)
mjohanson@divcowest.com

Avenir Development
Trinity Financial, Inc.
Larry Sparrow
617-720-8400
lsparrow@trinityfinancial.com

*LEED Project



DANIEL O'CONNELL

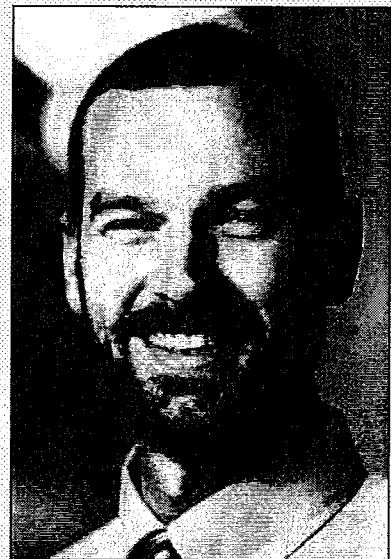
ESTIMATOR, LEED GA

Dan will assist the project team in all aspects of pricing and creating budgets and cost estimates. He will focus on prevention through design and the needs of the client to create a thorough scope of work and master project schedule that includes phasing and budget control. Dan will then review and verify material lists, scope and pricing from subcontractors.

Dan joined the Dimeo team in 2008, with experience in project management and purchasing, and was recently promoted from Purchasing Agent to Project Estimator / Planner. Throughout his tenure at Dimeo, he has worked on multiple high profile projects for owners such as FM Global, Oracle, J&W University, the State of Connecticut, State of Rhode Island and the State of Massachusetts. He received his Masters in Construction Management from Roger Williams University in 2011 and has proven to be a valuable asset to Dimeo's Preconstruction and Operations personnel.

RELEVANT EXPERIENCE:

- University of Connecticut, Ambulatory Care Center Fit-Out, Farmington, CT, \$59 million*
- FM Global, Northwoods Campus Renovations, Johnston, RI, \$Confidential
- Kent Hospital, New Medical Office Building and Ambulatory Surgery Center, Warwick, RI, \$8.4 million*
- Women & Infants' Hospital, Emergency Department Renovation, Providence, RI, \$2 million
- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- University of Rhode Island, Bliss Hall Renovations & Addition, Kingston, RI, \$24 million*
- College of the Holy Cross, Performing Arts Center, Worcester, MA, \$Confidential*
- College of the Holy Cross Joanne Chouinard-Luth Recreation and Wellness Center, Worcester, MA, \$Confidential
- Massachusetts Division of Capital Asset Management, New Trial Court, Lowell, MA, \$142 million*



YEARS IN INDUSTRY/WITH DIMEO

16 years/12 years

EDUCATION

Utica College
BS, Business Management
Roger William University
MS, Construction Management

LICENSES & AFFILIATIONS

CLC, member since 2008
LEED Accredited

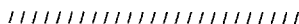
REFERENCES

Oracle
CSL Consulting (OPM)
Jonathan Ricker, Senior Project Manager
781-222-5120
jricker@csl-consulting.com

Johnson & Wales University
John J. Bowen Center for Science & Innovation
Jason Witham, Executive Director of Facilities,
Design & Construction
401-598-4656
Jason.witham@jwu.edu

MetLife Renovation
Kimberly Duval, NCIDQ, NCARB, LEED AP
Senior Project Manager
Project & Development Services
Current Contact:
Jones Lang LaSalle
617-943-4347
kimberly.duval@am.jll.com

*LEED Project



CHRISTOPHER ROSE

ESTIMATOR

Chris will support the project's estimating efforts for the program throughout the design culminating with acceptance of the Guaranteed Maximum Price (GMP). His efforts will include design reviews, cost modeling and value engineering along with tracking estimates, scope of work and phasing analysis and scheduling. Chris will also develop a budget from instruction documents from the architect/consultant.

RELEVANT EXPERIENCE:

- Housing Authority of New Haven, Westville Manor, New Haven, CT, \$12 million
- Washington Village Residential Redevelopment Phase III, Buildings D & E, Norwalk, CT, \$47 million
- Hilton Garden Inn East Boston, Guestroom Addition, Boston, MA, \$18 million
- Garrahy Courthouse 1,285 Car Parking Garage, Providence, RI, \$40 million
- Yale University, Sterling Teaching Laboratory, New Haven, CT, \$Confidential
- 860 Harrison Avenue, Occupied Residential Renovation, Boston, MA, \$17 million
- Central Connecticut State University New Residence Hall, New Britain, CT, \$68 million
- Harvard University, Winthrop-Lowell Summer Exploratory, Cambridge, MA, \$Confidential
- Harvard University, Leverett McKinlock Residential House Restoration, Cambridge, MA, \$Confidential*
- Knights of Columbus Window Replacement, New Haven, CT, \$23 million
- Massachusetts Division of Capital Asset Management, New Youth Detention Center, Middleton, MA, \$41.7 million*
- Oracle, 6 Van de Graaff Office Building & Parking Garage, Burlington, MA, \$44 million
- XL Center, Civic Center/Arena Renovations, Hartford, CT, \$24 million



YEARS IN INDUSTRY/WITH DIMEO

8 years/6 years

EDUCATION

New England Institute of Technology
BS, Construction Management Technology

LICENSES & AFFILIATIONS

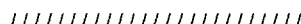
OSHA 10 Hour Certification

REFERENCES

Hilton Garden Inn Addition
First Bristol Corporation
Ben Gilbert, VP of Construction
508-679-1180 (Office)
BGilbert@firstbristol.com

Yale University YUAG Capital Maintenance
Michael Gibbons, Project Manager
Yale Office of Facilities Management
203-432-1112 (office)
Michael.w.gibbons@yale.edu

*LEED Project



MICHAEL BABBITT

MEP ESTIMATOR/PLANNER

As the project's mechanical coordinator, Mike will be responsible for the development of all mechanical, plumbing and fire protection estimating, bidding and value analysis, as well as installation reviews and advising on systems commissioning.

Mike joined Dimeo in 2005 after having served as an estimator and project executive for a large local mechanical subcontractor. As a licensed master plumber and mechanic, Mike understands mechanical work from literally the ground up, involving the most basic concepts of manpower, constructability, and productivity. Mike was instrumental in developing an improved safety program for the company, including office management and field personnel.

RELEVANT EXPERIENCE:

- National Elevator Industry Educational Program, Warwick, RI, \$18 million
- Housing Authority of New Haven, Westville Manor, New Haven, CT, \$12 million
- Old Colony Public Housing Community Phase 3B&C, Boston, MA, \$62.5 million*
- Washington Village Residential Redevelopment Phase III, Buildings D & E, Norwalk, CT, \$47 million
- Hilton Garden Inn East Boston, Guestroom Addition, Boston, MA, \$18 million
- Northeastern University, Mugar Lab Renovations, Boston, MA, \$4.6 million
- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- Cambridge Housing Authority, Revitalization of Lincoln Way & Jackson Gardens, Cambridge, MA, \$40 million
- Quinnipiac Terrace, New Residential Development, Phases I- III, New Haven, CT, \$55 million
- Newport Heights, Residential Development, Phases I- III, Newport, RI, \$55 million
- Avenir, Residential & Mixed Use Development, Boston, MA, \$107

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

36 years/15 years

EDUCATION

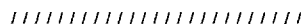
Cranston East Vocational
Apprenticeship Program

LICENSES & AFFILIATIONS

Master Plumber's License
RI #MP01977
Master Mechanical License, RI #6602
Journeyman Fire Protection, RI #FPJ
Forklift/construction, RI #11674
Journeyman Pipe fitter, MA #361
OSHA 30 Hour Certification

REFERENCES

Yale Science Building
Stantec
David Linamen, Vice President,
724-477-1215
Citizens Bank Corporate Campus
Christopher Caso
Senior Vice President,
Head of Real Estate Operations
781-960-3030
christopher.caso@citizensbank.com
Yale University
Anthony Kosior
Director of Utilities and Engineering
Yale University Office of Facilities
203-436-9214



JOHN BILODEAU

MEP ESTIMATOR/PLANNER

As the project's electrical coordinator, John will be responsible for the development of all electrical, security and tele/data estimating, value analysis, and scope reviews as well as installation reviews. John will work with the design team and consultants regarding constructability reviews and means and methods.

John offers extensive experience as a Senior Project Manager and General Foreman within the electrical construction industry. With over 40 years in the industry, he has developed in-depth knowledge of cost accounting, contract generation, project estimating, and bidding and completion costs. He is skilled in simultaneously managing multiple projects from inception through completion, communicating effectively with engineers, architects, owners, and general contractors and negotiating purchases with vendors. John has purchased and supervised the construction of numerous complex, major building installations. Acting as project manager and estimator on the subcontracting side, and now as an Electrical Estimator/Coordinator for a builder, has given John a comprehensive understanding of proposed systems and the manner in which electrical work is sequenced and coordinated in the field.

RELEVANT EXPERIENCE:

- National Elevator Industry Educational Program, Warwick, RI, \$18 million
- Housing Authority of New Haven, Westville Manor, New Haven, CT, \$12 million
- Old Colony Public Housing Community Phase 3B&C, Boston, MA, \$62.5 million*
- Washington Village Residential Redevelopment Phase III, Buildings D & E, Norwalk, CT, \$47 million
- Hilton Garden Inn East Boston, Guestroom Addition, Boston, MA, \$18 million
- Northeastern University, Mugar Lab Renovations, Boston, MA, \$4.6 million
- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

44 years/8 years

EDUCATION

New England Institute of Technology, Electrical Theory Studies

Northeastern College, Classes for Construction Management

LICENSES & AFFILIATIONS

Journeyman Electrician License (RI, MA, CT)

Contractor License (MA)

OSHA 30 Hour Certification

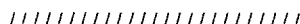
REFERENCES

University of Rhode Island
College of Engineering
Jonathan Channell
Electrical Engineer
215-446-0658
jchannell@ballinger.com

Providence Water Supply Board
Steve Conti
Electrical Engineer
401-765-7659
sconti@edesignservice.com

The Sharpe Building
Shawn Proulx
Electrical Engineer
978-621-3288
sproulx@blwengineers.com

Yale Science Building
Paul Pohlod, Electrical Engineer
Stantec Company
724-477-1205
paul.pohlod@stantec.com



ELIZABETH COTÉ LEED GA

PROJECT SCHEDULER

As Project Scheduler, Elizabeth's "Libby" responsibilities will include working with the project team from initial development of the program schedule through development of the CPM and regular updates and maintenance of the schedule throughout construction. She will consult with the design team and operations personnel to ensure that the latest information is incorporated in updating various program schedules.

Libby offers extensive knowledge of the construction industry with over 30 years of experience and involvement with all aspects of construction. Her understanding expands from estimate preparation all the way through project completion as well as a strong background in construction safety. She is skilled in developing program schedules and working cohesively with the entire project team to ensure that the CPM is maintained and updated throughout the project.

RELEVANT EXPERIENCE:

- National Elevator Industry Educational Program, Warwick, RI, \$18 million
- Housing Authority of New Haven, Westville Manor, New Haven, CT, \$12 million
- Old Colony Public Housing Community Phase 3B&C, Boston, MA, \$62.5 million*
- Hilton Garden Inn East Boston, Guestroom Addition, Boston, MA, \$18 million
- Northeastern University, Mugar Lab Renovations, Boston, MA, \$4.6 million
- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- Yale University, New Haven, CT, \$Confidential
 - Benjamin Franklin and Pauli Murray Residential College*
 - Kline Chemistry Laboratory Renovation*
 - Sterling Chemistry Laboratory Renovation*
 - Edward P. Evans School of Management*
 - Art Gallery, Renovation to Swartwout & Street Hall
 - Renovation to Grace Murray Hopper College Residence Hall (formerly Calhoun College)
 - Renovation to Trumbull College Residence Hall
 - School of Art & Drama, Holcombe T. Green, Jr. Hall
 - Osborn Memorial Laboratories
 - 43 Hillhouse Residential Restoration



YEARS IN INDUSTRY/WITH DIMEO

38 years/23 years

EDUCATION

University of Rhode Island
BS, Mechanical Engineering

LICENSES & AFFILIATIONS

LEED Accredited
OSHA 30 Hour Certification

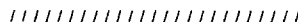
REFERENCES

Yale University
Benjamin Franklin and Pauli Murray
Residential Colleges
Jon Olsen, Associate Director (former)
Yale Planning and Construction
Current Contact:
845-825-4689
Jolsen12564@gmail.com

University of Rhode Island
College of Engineering
Hill International Inc. (OPM)
Jim Devol, Project Manager
401-714-8283
jamesdevol@hillintl.com

Citizens Bank Corporate Campus
Cushman & Wakefield (OPM)
Rob Learnard, Senior Development Manager
Current Contact Info:
Learnard Consulting
Senior Project Development Manager
770-294-3637

*LEED Project



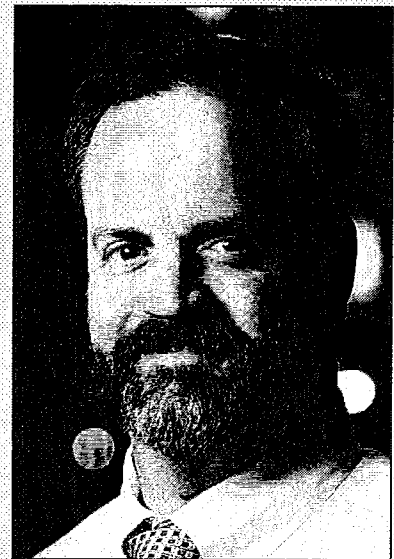
ERIK SANFORD LEED AP, CM-LEAN, CM-BIM **DIRECTOR OF VIRTUAL DESIGN AND CONSTRUCTION/BIM**

As Director of Virtual Design & Construction/BIM, Erik provides direction and oversight into maximizing the use of Building Information Modeling and Virtual Design and Construction technologies and procedures in the Preconstruction and Construction environments. Working with our Preconstruction and Operations teams, Erik helps to guide the model production and management process from setup through field execution. Working with the other departments within Dimeo, Erik examines possibilities in using BIM and VDC technologies and procedures to support their efforts.

Erik will provide oversight for project BIM Execution Planning (BIMxP) and assist with interdisciplinary coordination, constructability reviews, and clash detection to ensure successful project delivery. Erik will ensure that the project team members are able to leverage the BIM based collaboration tools.

RELEVANT EXPERIENCE:

- Housing Authority of New Haven, Westville Manor, New Haven, CT, \$12 million
- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- College of the Holy Cross Joanne Chouinard-Luth Recreation and Wellness Center, Worcester, MA, \$Confidential
- Yale University, New Haven, CT, \$Confidential
 - Schwarzman Center Renovations and Additions
 - New Science Building*
 - Benjamin Franklin and Pauli Murray Residential College*
 - Kline Chemistry Laboratory Renovation*
 - Sterling Chemistry Laboratory Renovation*
- Washington Village Residential Redevelopment Phase II, 13 & 20 Day Street, Norwalk, CT, \$37 million
- University of Massachusetts, Isenberg School of Management, Amherst, MA, \$53.3 million*
- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- University of Rhode Island, Bliss Hall Renovations & Addition, Kingston, RI, \$24 million*



YEARS IN INDUSTRY/WITH DIMEO

21 years/6 years

EDUCATION

Massasoit Community College
A.A.S Civil/Structural Technologies

LICENSES & AFFILIATIONS

BIMForum - Member

AGC Certificate of Management
Accredited Professional
Lean Construction (CM-LC)

CM-BIM

AGC of MA - Member

LEED Accredited

REFERENCES

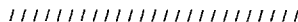
Massachusetts Port Authority
Dr. Luciana Burdi, Intl. Assoc. AIA
Deputy Director for Capital Programs &
Environmental Affairs
617-568-3501
burdi@massport.com

SMMA

Michael L. Kyes, AIA, LEED AP
Senior Associate | Architecture
Team Leader
617-520-9444
mkyes@smma.com

Mass Construction Consultants
Joseph Kelly, President
617-549-0594
joe@massconstruction.org

*LEED Project



BOB KUNZ

HEALTH AND SAFETY MANAGER

As Safety Director, Bob oversees the creation and enforcement of the project safety program for each project. He performs unannounced OSHA-type inspections on projects and closely monitors and issue abatement procedures for each and every violation. Bob will oversee all of the safety officers' work including subcontractor orientations, review of subcontractor safety programs, and the mandatory onsite training program for all participants involved in the project.

Because of Bob's diligent efforts to improve safety on all of Dimeo's jobsites, the Company's EMR has dropped to .56, far below industry averages. As a testament to Bob's dedication to safety practices in the construction industry, he was awarded by the AGC of Connecticut the 2012 Construction Safety Professional of the Year Award.

RELEVANT EXPERIENCE:

- National Elevator Industry Educational Program, Warwick, RI, \$18 million
- Housing Authority of New Haven, Westville Manor, New Haven, CT, \$12 million
- Oracle, 3rd & 4th Floor Renovations, Nashua, NH, \$3 million
- Hasbro Children's Hospital, Facilities Improvements, Providence, RI \$22.6 million
- College of the Holy Cross Joanne Chouinard-Luth Recreation and Wellness Center, Worcester, MA, \$Confidential
- College of the Holy Cross, Performing Arts Center, Worcester, MA, \$Confidential*
- Garrahy Courthouse 1,285 Car Parking Garage, Providence, RI, \$40 million
- University of Connecticut, Ambulatory Care Center Fit-Out, Farmington, CT, \$59 million*
- Kent Hospital, New Medical Office Building and Ambulatory Surgery Center, Warwick, RI, \$8.4 million*
- Yale University, New Haven, CT, \$Confidential
 - Sachem Woods Landscaping
 - Wall and High Street Improvements
 - Tobin Center for Economic Policy*
 - Benjamin Franklin and Pauli Murray Residential College*



YEARS IN INDUSTRY/WITH DIMEO

30 years/13 years

EDUCATION

University of Rhode Island
Professional Development Courses

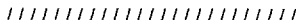
LICENSES & AFFILIATIONS

AGC of Connecticut - 2012 Construction Safety Professional of the Year Award
 OSHA Construction Health & Safety Instructor - Authorized 10 hour & 30 hour
 Keene State College Construction Safety Program Advisory Group Member
 MSHA Certified Mine Instructor
 NSC DDC-4 Instructor
 Liberty Mutual Decision Driver Trainer
 National Safety Council Accident Investigation
 National Safety Council Fundamentals of Industrial Hygiene
 USDOT Supervisory Alcohol & Controlled Substance Awareness Training
 AGC Supervisory Training Program Accident Prevention & Loss Control
 Certified Trainer - Univ. of Central Florida
 AGC, RI Chapter Safety Committee, Chairman 2004-2105
 Zurich North America Construction Roundtable Member
 City of Warwick, Historic District Commission, Past Chairman
 AGC of Massachusetts - Safety Committee Chairman 2015-Present

REFERENCES

Yale University Sterling Chemistry Lab
 Jon Olsen, Associate Director (former)
 Yale Planning and Construction
 Current Contact:
 845-825-4689
 Jolsen12564@gmail.com

*LEED Project



DAVID BROWN

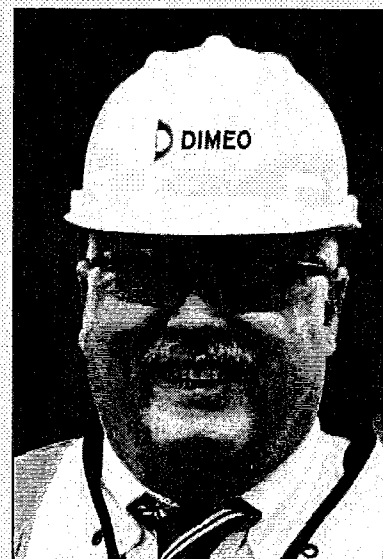
SENIOR SITE SAFETY MANAGER

David will lead the project team with the analysis development and monitoring of the project Safety and Loss Control program. His involvement will provide insight and direction including prevention through design, job hazard analysis and training protocols for all workers. During construction, David's responsibilities will encompass onboarding and orientation, review of safety plans, audits of field operations and enforcement of OSHA safety standards. David will maintain contact with industry agencies and professionals to ensure latest trends and continuous adaptation and growth of overall safety plans.

David's 20-year Army and Special Operations background has taught him to adapt to changing situations and to provide prompt and effective responses. His background has put him in contact with many cultures and has helped him develop excellent communication skills.

RELEVANT EXPERIENCE:

- Electric Boat, Universal Building 9A/B, North Kingstown, RI, \$Confidential
- Massachusetts Division of Capital Asset Management, New Trial Court, Lowell, MA, \$142 million*
- FM Global, Northwoods Campus Renovations, Johnston, RI, \$Confidential
- Harvard University, Leverett/McKinlock Renovation, Cambridge, MA, \$Confidential
- University of Massachusetts, Commonwealth Honors Residences, Amherst, MA, \$179 million*
- Harvard University, Renovation to Stone (formerly Old Quincy) Residential House, Cambridge, MA, \$Confidential
- Avenir, Residential & Mixed Use Development, Boston, MA, \$107 million*
- Nouvelle at The Natick Collection, Retail, Parking, & Residential Expansion, Natick, MA, \$377.7 million
- City of Newton, Newton North High School, New High School, Newton, MA, \$149 million*
- Massachusetts Division of Capital Asset Management, New Trial Court, Fall River, MA, \$64 million*



YEARS IN INDUSTRY/WITH DIMEO

19 years/14 years

EDUCATION

Campbell University
BS, Health Science

University of Texas
Paramedic Course

LICENSES & AFFILIATIONS

Nationally registered EMT/Paramedic

Basic Trauma Life Support,
Advanced Level

Basic Life Support (CPR)

Advanced Cardiac Life Support

OSHA Fall Protection
Competent Person

OSHA Scaffolding Competent Person

OSHA 10 Hour General Industry
Outreach Training Program

OSHA 30 Hour Construction
Outreach Training Program

Intermediate Structural Rope and Confined Space Rescue

Supervisor Drug & Alcohol Training

HAZMAT Transportation & Security General Awareness &
Familiarization

Major Emergency Management course

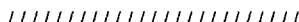
Special Forces Operations &
Intelligence course

REFERENCES

University of Massachusetts Amherst
Maryanne Steele CSP
Interim Assistant Director
Campus Safety & Fire Prevention
413-545-2367 (office)

Astrus Insurance Solutions, LLC
Timothy Bergeron, CSP, CRIS
Vice President-Risk Engineering
Eastern Regional Manager
603-380-3069 (cell)

*LEED Project



FRANK ALLARD

PROJECT EXECUTIVE

Frank is responsible for directing Dimeo's overall project performance throughout the preconstruction and construction phases. Frank will attend key project team meetings and interface with the client to review overall project status and will assist in project design phase planning with phasing and logistics, cost estimating, value-engineering analysis and procurement. Frank will work closely with the project team throughout construction providing guidance in the resolution of specific project issues and monitoring overall performance of the project.

Frank joined Dimeo 36 years ago and quickly worked his way from Field Engineer, to Senior Project Manager, to his current role as Project Executive. Frank was promoted to Project Executive as a result of his strong team effort, willingness to take on new challenges, and ability to connect with a variety of people. He brings a great degree of construction knowledge and overall organizational capabilities in running difficult construction projects that are logistically and operationally challenging.

RELEVANT EXPERIENCE:

- Garrahy Courthouse 1,285 Car Parking Garage, Providence, RI, \$40 million
- MassArt Art Museum Renovation, Phases 1&2, Boston, MA, \$21 million*
- Town of Duxbury, New Middle/High School, Duxbury, MA, \$111 million*
- Town of Grafton, New High School, Grafton, MA, \$58 million*
- City of Newton, Newton North High School, New High School, Newton, MA, \$149 million*
- TF Green Airport, Terminal Improvements, Warwick, RI, \$8.5 million
- First Light New Resort & Casino, Taunton, MA, \$750 million (Preconstruction)
- Independence Wharf, 470 Atlantic Avenue Renovations, Boston, MA, \$33.3 million
- Nouvelle at The Natick Collection, Retail, Parking, & Residential Expansion, Natick, MA, \$377.7 million
- South Shore Plaza, Retail Expansion, Braintree, MA, \$60 million
- FM Global Research Campus, Expansion, West Glocester, RI, \$Confidential

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

36 years/36 years

LICENSES

Massachusetts Construction Supervisor License
 OSHA 10 Hour Certification
 OSHA 30 Hour Certification

REFERENCES

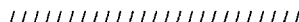
Duxbury Middle/High School
 KVAssociates (OPM)
 Lee Kellar, Project Executive
 617-872-0633
 hkellar@kvaboston.com

TF Green Airport
 RI Airport Corporation
 Eric Seabury, PE
 Assistant Vice President, Engineering
 401-691-2564
 eseabury@pvdairport.com

Nouvelle at the Natick Collection
 General Growth Properties-
 Jim Young, Director of Construction (former)
 Current Contact:
 603-728-8215 (cell)
 jimyoungnh@aol.com

General Growth Properties-
 Beyer, Blinder & Belle
 Carlos Cardoso, Architect
 212-777-7800
 ccardoso@bbbarch.com

FM Global Research Campus
 Conrad D'Esopo, Owner's Representative
 508-362-8933
 gaffrig@comcast.net



MICHAEL CAMP

SENIOR SUPERINTENDENT

As the Superintendent, Mike will lead the supervision, coordination and sequence of all field construction activities. He will report daily on all onsite activities, including safety compliance, and will conduct regular coordination meetings where ongoing activities involving logistics, sequence hand offs, quality and safety are discussed among the subcontractors. Mike will be Dimeo's onsite contact and will administer all field project activities.

Mike has over 30 years of experience in the construction industry. Prior to joining Dimeo in 1997, Mike served as a Carpenter Foreman and spent 11 years as a Project Manager for Central Connecticut Acoustics where he gained extensive experience performing interior fit-ups. Hired as an Assistant Superintendent on the Brass Mill project, Mike has progressed to his current position as General Superintendent.

RELEVANT EXPERIENCE:

- Yale University, New Haven, CT, \$Confidential
 - Tobin Economics Building
 - New Science Building*
 - Kline Chemistry Laboratory Renovation
 - Sterling Chemistry Laboratory Renovation
 - Renovation to Swartwout and Street Halls
 - Renovation to Grace Murray Hopper College Residence Hall (formerly Calhoun College)
 - Rose Center Police Facility
- Quinnipiac University, TD Banknorth Sports Center, Hamden, CT, \$54.7 million
- Quinnipiac Terrace, New Residential Development, Phase II, New Haven, CT, \$24.9 million
- Western Connecticut State University, A. Searle Pinney Hall, Danbury, CT, \$20.5 million
- University of Connecticut School of Law, Starr Building, Hartford, CT, \$5.4 million
- CIGNA, Office Renovations, Bloomfield, CT, \$52 million
- Westover School, New Athletic Field House, Middlebury, CT, \$8 million
- Ocean House, Hotel & Residential Suites, Watch Hill, RI, \$76.7 million
- Brass Mill Center, New Retail Mall, Waterbury, CT, \$32 million

*LEED Project



YEARS IN INDUSTRY/WITH DIMEO

40 years/23 years

EDUCATION

H.C Wilcox Technical School
Course of Study: Carpentry

LICENSES

OSHA 30 Hour Certification
First Aid, CPR Certified

REFERENCES

Hospital of St. Raphael
Addition & Renovations
Peter Duffy, Director of Engineering
203-789-3000

BVH Engineers
Jerry Alverson, Engineer
860-286-9171

University of Connecticut School of Law
Starr Hall Renovations
Lori Werling, Operations
860-570-5456

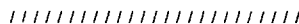
Alan Dehar Associates
Tom Haskell, AIA, Associate
203-562-2100

Michael Horton Associates
Michael Horton, Engineer
203-481-8600

Yale University Police Facility
Jeff Brown, Project Manager
203-432-4984

William Rawn Associates
Rob Wear, AIA
617-423-3470
rwear@rawnarch.com

LeMessurier Consultants
Jake Powell, Engineer
617-868-1200



MIKE MANZOLILLO

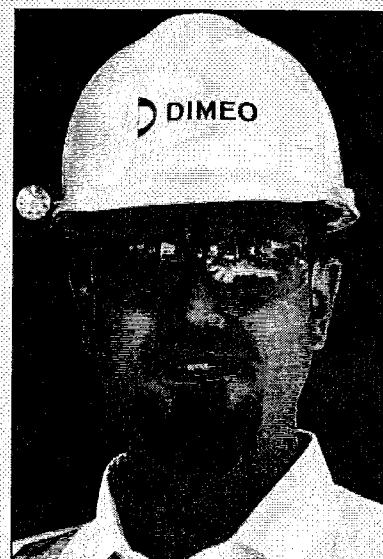
MEP ASSISTANT SUPERINTENDENT

Mike will be a resource to the MEP Superintendent and will closely monitor day-to-day construction activities associated with mechanical, electrical and plumbing installations. He will interface with the trade subcontractor foreman in expediting field operations, maintenance of project schedules and quality control, management of material usage, and reporting.

Mike joined Dimeo on the UMass Amherst Residences project and has knowledge of relevant software and programs, including Procore.

RELEVANT EXPERIENCE:

- University of Rhode Island Fascitelli Center for Advanced Engineering, Kingston, RI, \$120 million*
- Yale University, New Haven, CT, \$Confidential
 - Benjamin Franklin and Pauli Murray Residential College*
 - Sterling Chemistry Laboratory Renovation*
 - Edward P. Evans School of Management*
- University of Massachusetts, Commonwealth Honors Residences, Amherst, MA, \$179 million*
- Ocean House, New Hotel & Luxury Residential Suites, Watch Hill, RI, \$84.5 million
- Twin River Gaming & Entertainment Complex, Renovation & Expansion Project, Lincoln, RI, \$168 million
- CIGNA, Office Renovations, Bloomfield, CT, \$52 million
- University of Massachusetts, North Residential Apartments,, Amherst, MA, \$88.3 million
- Pfizer, Groton, CT
 - 118 W Advanced Library Tech., \$1.2 million
 - 114GO Learning Center, \$2.4 million
 - NLC1 Training Center Renovations, \$1.5 million
 - Building 260 IT Optimization, \$6 million
- New Rowe Residential Complex, New Haven, CT, \$23.7 million
- Quinnipiac Terrace, New Residential Development, Phase III, New Haven, CT, \$11 million



YEARS IN INDUSTRY/WITH DIMEO

14 years/14 years

EDUCATION

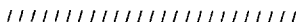
Central Connecticut State University
Construction Management

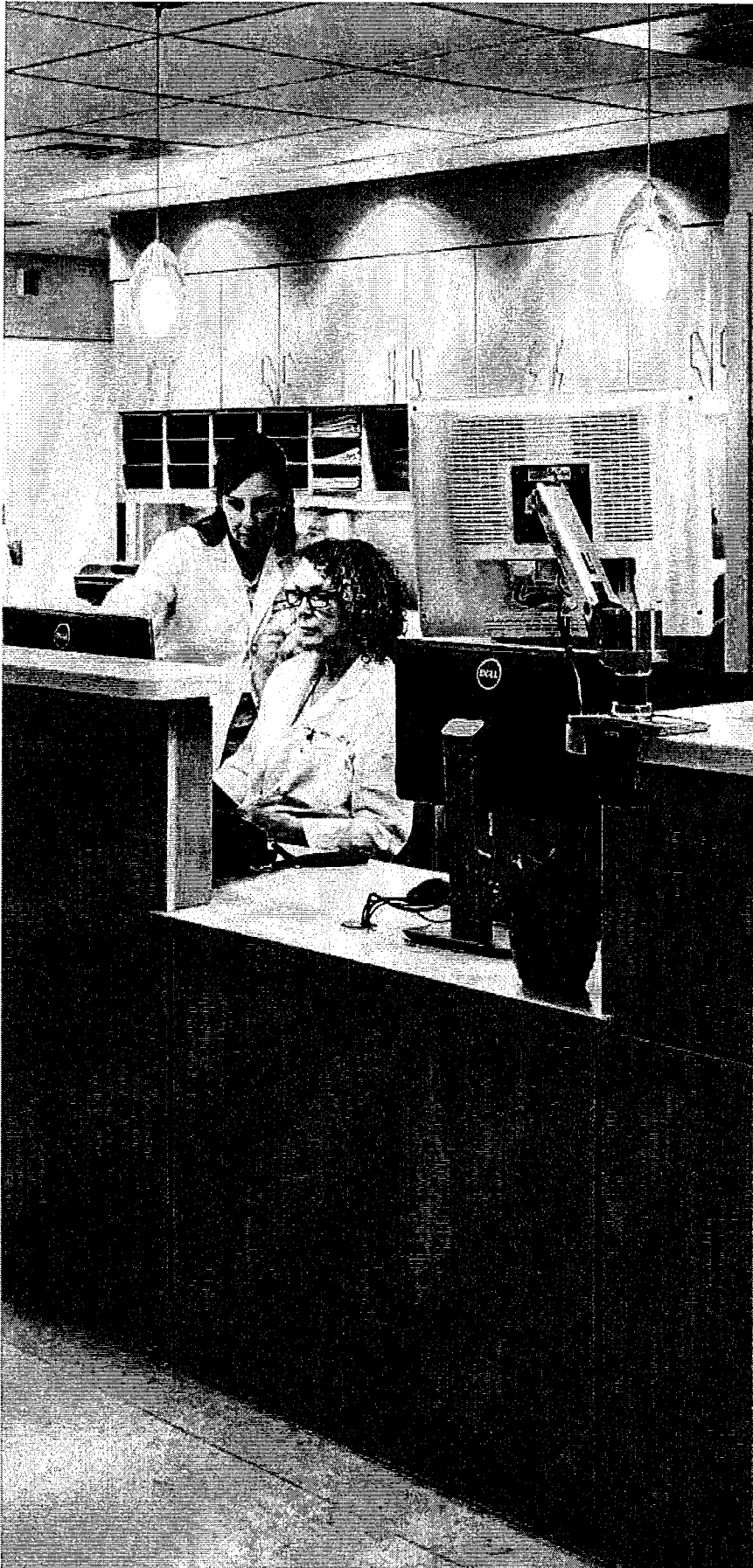
LICENSES & AFFILIATIONS

OSHA 30 Hour Certification
First Aid Training

REFERENCES

*LEED Project





COMMERCIAL PROPOSAL
FEE SUMMARY SHEET
INSURANCE
POSITIONAL RATES

WOMEN & INFANTS' HOSPITAL

Construction Management Proposal

Construction Management Fee	2.95%
General Liability Insurance	\$9.50/k

Positional Billable Rates

Project Operations / Project Management Staff

Title	Hourly
VP Special Projects - Healthcare	\$ 277.00
Project Executive	\$ 250.00
Senior Project Manager	\$ 217.00
Project Manager	\$ 165.00
Asst. Project Manager	\$ 115.00
Project Engineer	\$ 110.00
Senior Superintendent	\$ 205.00
Superintendent	\$ 173.00
Senior MEP, FP Coordinator / Planner	\$ 207.00
MEP, FP Coordinator / Superintendent	\$ 169.00
Assistant Superintendent	\$ 130.00
Cost Control Engineer	\$ 71.00
Corporate Safety Director	\$ 217.00
Site Safety Manager	\$ 142.00
Director of VDC	\$ 202.00
VDC Engineer	\$ 115.00
Project Accountant	\$ 71.00
Senior Superintendent / DSPG Field Manager and Specialties	\$ 190.00
Special Projects Group Labor and Materials Coordinator	\$ 145.00

Planning / Estimating & Procurement Staff

Title	Hourly
Senior Estimator / Planner	\$ 250.00
Purchasing Agent	\$ 185.00
Purchasing Admin.	\$ 71.00
Estimator	\$ 159.00
MEPFP Estimator	\$ 180.00
Electrical Estimator	\$ 116.16
Scheduling Engineer	\$ 125.00

In House Labor Force

In-House Labor Force	Base	Time + 1/2	Double
Carpenter Foreman	\$ 98.38	\$ 130.22	\$ 160.77
Carpenter	\$ 92.92	\$ 121.88	\$ 149.65
Laborer Foreman	\$ 81.84	\$ 107.29	\$ 131.68
Laborer	\$ 79.92	\$ 104.04	\$ 127.35



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT TIME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED Dimeo Construction Company 75 Chapman Street Providence RI 02905 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	Indian Harbor Insurance Company 36940
	INSURER B:	Travelers Casualty&surety Co of America 31194
	INSURER C:	XL Insurance America Inc 24554
	INSURER D:	The Ohio Casualty Insurance Company 24074
	INSURER E:	Zurich American Ins Co 16535
	INSURER F:	Everest National Insurance Co 10120

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570080184885 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits shown as requested	
							LIMITS	
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO023045704	12/31/2019	12/31/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/POP AGG	\$2,000,000
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0230456 - 04	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
F	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$25,000			XC5EX00886191	12/31/2019	12/31/2020	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC023045804	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Env Contr Poll			CE0742012705 Claims Made SIR applies per policy terms & conditions	04/18/2019	04/18/2020	Poll. Each Claim	\$10,000,000
							Poll. Aggregate	\$10,000,000
							SIR	\$250,000

Certificate No : 570080184885

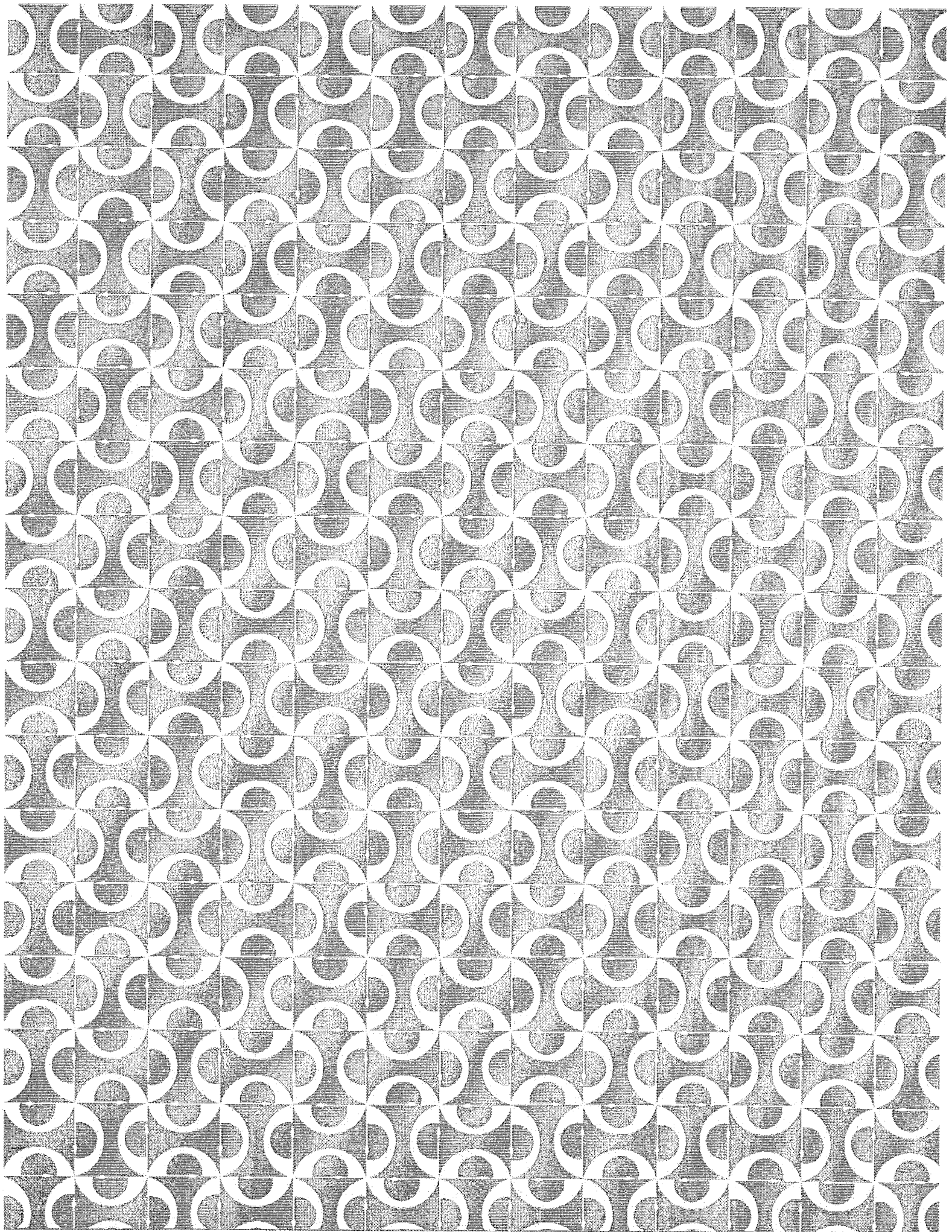
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Dimeo Construction Company 75 Chapman Street Providence RI 02905 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

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ACORD 25 (2016/03)

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F. 888.661.7388

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Providence, RI 02905
T. 401.781.9800
F. 888.661.7388

700 State Street
New Haven, CT 06511
T. 203.777.5410
F. 888.661.7388

www.dimeo.com
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BOSTON // PROVIDENCE // NEW HAVEN

April 1, 2020

Mr. Thomas Bovis
Interdepartment Project Manager
Division of Purchases
One Capitol Hill, 2nd Floor
Providence Rhode Island 02908-5855

RE: COVID-19 Emergency Alternative Medical Facility
Your request for additional information

Dear Tom,

Thank you for allowing us the opportunity to provide additional information relative to our bid for the above referenced project. Consistent with our conversation on Wednesday April 1, 2020 the information discussed and requested is as follows:

Construction Management Fee Percentage:

We are always flexible as it relates to negotiating our fee. Please adjust our construction management fee percentage to 2.4%

Should you have any questions or require any additional information please do not hesitate to contact me at your earliest convenience.

Respectfully



Kosta Bitsis

Vice President, Special Projects, Healthcare
Dimeo Construction Company

CC: Bradford Dimeo
Steve Rutledge
Kevin Ferreira

Pellegrino, Mary-Rose (DOA)

Subject: FW: Emergency CM Covid 19 Bid

From: Bovis, Thomas (DOA)
Sent: Monday, March 30, 2020 3:02 PM
To: kbitsis@dimeo.com
Subject: Emergency CM Covid -19 Bid

State of Rhode Island is soliciting construction manager bids for this emergency construction project. AECOM will act on behalf of the state as Owner Program Manager. Bids must be submitted to DOA Purchasing no later than 3/31/2020 at One Capitol Hill Providence Rhode Island by 3PM Thomas Bovis. Three copies are required as well as CD Return Receipt of this email is required

Project description:

Firms interested in providing Rhode Island Department of Administration CM services for states covid-19 emergency response are invited to submit proposals to RI DOA. RI DOA is selecting services for this project through construction completion. RI DOA will evaluate proposals based on the best overall value to the state. The project delivery method for construction will be a CM who will provide initial pre-construction services and then will contract with subcontractors through a CM led procurement effort as needed to support the scope and schedule. The CM will be compensated at a cost reimbursable plus profit (open book) as with typical general conditions. Rates should be included and negotiated upon award.

Project scope:

The proposed project includes re-modeling/renovation/ modifications/retrofitting/infrastructure (MEP/MFP) of an existing to be determined RI facility to help support the state's **COVID-19 emergency alternative medical facility construction response.**

Additional Information:

Construction management services may include: demolition, construction modifications, installations, infrastructure upgrades, procurement sourcing, labor and subcontracting management for a temporary bed facility as well as a more permanent facility, whether it is ground up or an existing building

Responders must acknowledge that location of facility (s) is not identified at this time. Facility assessment shall be completed before work begins

DOA and RI national guard will review and evaluated submitted proposals. Evaluations will be based on providing information involving experience and expertise, information on prior project performance, information obtained from references, information obtained from governmental agencies and entities, or other information as needed. DOA at it's sole discretion may request additional information to clarify or supplement what is obtained. Interviews will be held at the sole discretion of DOA. There will be no pre-bid meetings.

Based on DOA review and evaluation DOA will rank respondents based on responses to the qualification period. A CM agreement will be provided prior to negotiations DOA will make decisions on best overall value.

Project Schedule:

Final location and designs are being development. The CM will have input in the planning process. But work is expected to begin as soon as possible. The CM should assume access to work area, prior to coordination, with stakeholders 24 hours a day and 7 days a week. The final work plan will be agreed to by CM and overall program management team. Second and third shifts may be necessary.

p.s. Vendor Registration is now live and open to all vendors for our new Ocean State Procures™ eProcurement System. Get implementation updates at: <https://www.ridop.ri.gov/osp/whats-new.php>. Agency users can get Contract Board search quick tips at: <https://www.ridop.ri.gov/documents/contract-board-search-instructions.pdf> and a weekly MPA active contract report in MSExcel format at: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

Thank you,

Thomas Bovis

Interdepartment Project Manager, Division of Purchases

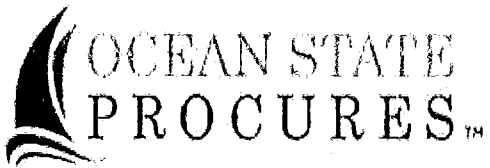
State of Rhode Island - Division of Purchases

One Capitol Hill, 2nd Floor, Providence, RI 02908-5855

Website: www.ridop.ri.gov *[Come and check out our newly designed site!]*

Phone: 401-574-8119

Email: thomas.bovis@purchasing.ri.gov



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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
4/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #	
INSURED Dimeo Construction Company 75 Chapman Street Providence RI 02905 USA	INSURER A: Indian Harbor Insurance Company		36940
	INSURER B: Zurich American Ins Co		16535
	INSURER C: Everest National Insurance Co		10120
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 570079839488	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0023045704	12/31/2019	12/31/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 0230456 - 04	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			XC5EX00886191	12/31/2019	12/31/2020	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC023045804	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Env Contr Poll			CE0742012705 Claims Made SIR applies per policy terms & conditions	04/18/2019	04/18/2020	Poll. Each Claim	\$10,000,000
							Poll. Aggregate	\$10,000,000
							SIR	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: State of Rhode Island acting by and through the Department of Administration Division of Purchases, Rhode Island Army National Guard, Executive Office of Health and Human Services are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Pollution Liability, and Umbrella Liability policies. General Liability and Automobile Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of the State of Rhode Island acting by and through the Department of Administration Division of Purchases, Rhode Island Army National Guard, Executive Office of Health and Human Services in accordance with the policy provisions of the General Liability, Automobile Liability, Pollution Liability, workers' Compensation, and Umbrella Liability policies.

CERTIFICATE HOLDER	CANCELLATION
State of Rhode Island acting by and through the Dept. of Administration Division of Purchases One Capitol Hill, Second Floor Providence, RI 02908	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier : AGBCHU

Certificate No : 570079839488





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Dimeo Construction Company	
POLICY NUMBER See Certificate Number: 570079839488			
CARRIER See Certificate Number: 570079839488	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Env Contr Prof			CE0742012705 Claims Made SIR applies per policy terms & conditions	04/18/2019	04/18/2020	Profess. Each Claim	\$10,000,000
							Profess. Aggregate	\$10,000,000
							SIR	\$250,000

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0230457-04	12/31/2019	12/31/2020		90060000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: DIMEO CONSTRUCTION COMPANY

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 0230457-04	12/31/2019	12/31/2020		90060000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO 0230457-04	12/31/2019	12/31/2020	12/31/2019	90060000	\$ INCL	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RHODE ISLAND CHANGES

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Rhode Island, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to **Supplementary Payments:****
- Prejudgment interest awarded against the "insured" if we have previously rejected an offer to settle the part of the judgment that is within our Limit of Insurance.
- B. The following provision is added:**
- Direct Liability Of Insurers**
- We will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to an injured party to which this insurance applies. In the event of that injured party's death, we will be directly liable for those sums the "insured" becomes legally obligated to pay as damages to the party entitled to sue as a result of the injured party's death, and to which this insurance applies.
- C. Changes In Conditions**
1. The last sentence of the **Appraisal For Physical Damage Loss** Condition is replaced by the following:
We shall not be held to have waived any of our rights by any act relating to appraisal.
 2. The following is added to the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition in the Business Auto and Motor Carrier Coverage Forms and the **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** Condition in the Auto Dealers Coverage Form:
If a fire causes damage to a covered "auto", you must file a statement with the appropriate fire department in conformity with the provisions of R.I. GEN. LAWS Section 27-8.1-2.1.
 3. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:
Transfer Of Rights Of Recovery Against Others To Us
If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. We shall be entitled to recover payment on a loss only after the insured has been paid the deductible portion of the loss less the prorated share of the subrogation expense.
 4. The following is added to the **Other Insurance** Condition in the Auto Dealers and Business Auto Coverage Forms and the **Other Insurance – Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form:
 - a. When this Coverage Form and any other Coverage Form or policy providing liability coverage apply to an "auto" and:
 - (1) One provides coverage to an "insured" engaged in the business of leasing or renting "autos"; and
 - (2) The other provides coverage to a person not engaged in that business; and
 - (3) At the time of an "accident", a person covered by a Coverage Form described in Paragraph **4.a.(2)** is operating an "auto" rented or leased from the business covered by a Coverage Form described in Paragraph **4.a.(1)**;

then the Coverage Form issued to a business described in **4.a.(1)** is excess over any coverage available to the person described in Paragraph **4.a.(2)** if:

- (a) The business described in **4.a.(1)** rents or leases the "auto" to the "insured" under a written rental agreement; and
- (b) The face of the rental agreement states, in at least 10-point type, that the valid and collectible insurance of any person operating the "auto" with the permission of the owner and/or lessor is primary.

b. If you have rented the covered "auto" to another and the rental agreement does not contain the requirements listed in **4.a.(a)** and **(b)**, then the following priority of recovery applies:

- (1) The owner's liability insurance will be primary up to the limits required by law;
- (2) The operator's policy will be excess; and
- (3) Any remaining limits of the owner's policy will be excess to the operator's policy.

5. The following condition is added:

Arbitration

- a. Any injured person suffering a loss, allegedly resulting out of the ownership, maintenance, or use of a covered "auto" by an "insured" or self-insured, and allegedly resulting from liability imposed by law for "property damage" or "bodily injury", may at his or her election, whenever the claim is for \$50,000 or less, submit the matter to arbitration pursuant to Chapter 3 of Title 10 of the General Laws of Rhode Island.
- b. Selection of Arbitrator. After submission to arbitration by the injured person, one arbitrator shall be selected from the list of qualified arbitrators of the Court-Annexed Arbitration Program of the Superior Court of Rhode Island. Each party shall share the expense of arbitration in accordance with the rules of the Court-Annexed Arbitration Program.

c. Hearings. The arbitrator shall call a hearing and provide seven days' notice of the time and place of the hearing to the parties. The hearing shall be informal, and the rules of evidence prevailing in judicial proceedings shall be binding. Any and all documentary evidence and other data deemed to be relevant by the arbitrator may be received in evidence. The arbitrator shall have the power to administer oaths and to require by subpoena the attendance and testimony of witnesses, and the production of books, records, and other evidence, relative or pertinent to the issues presented to them for determination. The decision of the arbitrator shall be binding upon the parties unless:

- (1) In the event that "suit" has not been instituted, either party may reserve his/her right to a jury trial by giving notice of this reservation of right to the other party or parties and to the arbitrator within 60 days of the arbitrator's award by certified mail return receipt requested; or
- (2) In the event that "suit" has been instituted, either party files a request for a jury trial with the court and with notice to the other party or parties within 60 days of the arbitrator's award. If said case proceeds to trial subsequent to arbitration, the decision of the arbitrator shall not be admissible.

d. Statute of Limitations. Notwithstanding the foregoing, a "suit" shall be instituted in order to bring said action within any applicable statute of limitations, but said "suit" will otherwise be stayed until an arbitrator's award has been made or the case reached for trial.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION