### \*\*\*ADDENDUM ONE\*\*\*

# Office Expansion at: The Rhode Island Lottery Building 1425 Pontiac Avenue Cranston, Rhode Island

The Rhode Island Lottery 1425 Pontiac Avenue Cranston, Rhode Island

# April 17, 2024

#### NOTICE:

This Addendum modifies, amends and supplements designated part of the CONTRACT DOCUMENTS for the project identified as "Office Expansion at: The Rhode Island Lottery Building" Cranston, Rhode Island, dated February 22, 2024, is hereby made a part thereof by reference, and shall be as binding as though inserted in its entirety in the locations designated hereunder. It shall be the responsibility of the Contractor to notify all subcontractor and suppliers he proposes to use for the various parts of the work of any changes or modifications contained in this Addendum. No claim for additional compensation due to lack of knowledge of the contents of this Addendum will be considered.

#### DRAWINGS:

- 1. Replace Sheet E3.0 with the attached drawing E3.0, "Addendum #1" Dated April 14, 2024.
  - a. Scope includes adding a floor box into the existing concrete slab for power and data.
    - b. Contractor to include cost for sawcutting and removing concrete slab and proving new concrete slab, as required to install floor box.

### **SPECIFICATIONS:**

- 1. Section 00 11 16 INVITATION OT BID
  - a. <u>DELETE</u> the following:
    - The sealed proposals shall be delivered no later than 2:00 PM, local time, April 19, 2024, to the office of Mark Furcolo, Director, 1425 Pontiac Avenue, Cranston, Rhode Island 02920. Sealed bids must reference BID#24-05 on submission to be accepted. Proposals received after the above time will not be accepted. There will be a public opening on April 19, 2024, at 2:00PM
  - b. <u>REPLACE</u> with the following:
    - i. The sealed proposals shall be delivered no later than <u>2:00 PM, local time</u>, <u>April 23, 2024</u>, to the office of Mark Furcolo, Director, 1425 Pontiac Avenue, Cranston, Rhode Island 02920. Sealed bids must reference BID#24-05 on submission to be accepted. Proposals received after the above time will not be accepted. There will be a public opening on <u>April 23, 2024, at 2:00PM</u>
- DELETE Specification Section 00 73 00 SUPPLEMENTAL GENERAL CONDITIONS; REPLACE with the attached revised Section 00 73 00 SUPPLEMENTAL GENERAL CONDITIONS
  - a. See Article 11 Insurance and Bonds

### PRE-BID MEETING QUESTIONS and Additional CLARIFICATIONS:

A Pre-Bid Conference, **MANDATORY**, was held on <u>April 2, 2024, at 10:00 AM</u> at the Rhode Island Lottery Building, 1425 Pontiac Avenue, Cranston, Rhode Island and proceeded with a tour of the jobsite. The following items were discussed:

 Final day for questions will be Tuesday, April 9, 2024, by 4PM. All questions must be sent via email in a Microsoft Word attachment to have a response generated. Send all questions to Terri Kiernan, <u>trkiernan@rilot.ri.gov</u> – Responses will be issued by an Addendum by April 15 at 4PM.

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- 2. Bids are due **April 23, 2024**; sealed and delivered to the office of Mark Furcolo, Director, 1425 Pontiac Avenue, Cranston, RI 02920. Bids must reference **BID #24-05** on submission to be accepted and delivered by **2:00 PM** to be considered.
- 3. General information and scope of the project.
- 4. The Rhode Island Lottery is **Tax exempt.**
- 5. Attendees: See attached Sign-In sheet
- 6. Contract period is **(90)** days from Notice to Proceed. This number is subject to change depending on Furniture availability.
- 7. Regular work hours are from 8:00am through 4:00pm daily.
- Contact Mitchell Kerwin, The Rhode Island Lottery, if any contractor needs additional access to the site between now and April 19, 2024. Email <u>mkerwin@rilot.ri.gov</u>
- 9. Contractors shall figure weekend day hours for Demolition work associated with masonry sawcutting as well as all Demolition work required at "Security" offices (1) and (2).
- 10. Contractor is to provide "temporary" operable pair of, or single, plywood framed partition(s) barriers to assist with sound and dust mitigation between the "New" Office areas and the Existing Open office/ Corridor areas. Contractor is to provide and install temporary hardware, including hinges, latches and pulls at each plywood partition as required to open and close temporary barriers.
- 11. The Contract will include (2) Allowances to be included in the Bid. Allowance No.1 is a Contingency allowance of \$10,000. Allowance No.2 is a Lump Sum allowance of \$80,000 for the procurement and installation of office Furniture to be provided by W.B. Mason as part of the MPA 573 Agreement.
- 12. No Background Criminal Investigation (BCI) checks will be required for this project.

# **QUESTIONS VIA EMAIL:**

- 1. Spec Paragraph F and G indicate the creation of a new restricted key system/keyway as well as tying into an existing system. Please advise what key system or locksmith we are to use or clarify if the owner is to provide cores?
  - Answer: Contractor is to provide temporary construction cores and all permanent cores for each new door/ hardware location as indicated on door schedule and listed in specification section 087100 under Hardware Sets. No new electrified hardware will be required in this project. Grandmaster keying of the new work areas shall be coordinated with the RI Lottery.
- 2. Please clarify requirements for section 01 50 00 including temporary facilities & utilities, environmental protection, fencing, pest control, and use charges.

## Answer: Contractor is to provide portable sanitary facilities for contractor and subcontractor use as per specification requirements. Location of portable facilities are to be coordinated with the RI Lottery.

3. Can you please ask the owner what fire alarm system is installed at the property?

Answer: Simplex 4010 Fire Alarm System

4. Who currently holds the testing contract?

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#### Answer: American Alarm

5. Re: Spec Section 015000/1.3; Please confirm if GC will be responsible for electrical and/or water charges used during the course of the project.

#### Answer: Delete Specifications 01 50 00 Section 1.3.C & D

6. Is a builder's risk insurance policy required for the project?

Answer: See revised Specification Section 00 73 00 Supplemental General Conditions.

7. Please confirm if there are any MBE/WBE requirements for the project?

Answer: Yes, there will be a 10% W/MBE Participation Goal required for this project.

8. Please confirm if the GC is responsible for the fees associated with the building permit and/or the fire department review/permit.

Answer: Yes, GC will be responsible for any permitting fees associated with this project.

9. Please detail the type of temporary partition that should be erected at each work area?

Answer: See "Pre-bid questions and Clarifications" No. 10 above.

NOTICE TO ALL CONTRACTORS:

Contractors shall call our office to verify number of Addendum issued at least 24 hours in advance of bid submission. Failure to acknowledge receipt of this addendum on the bid form may, at the sole discretion of the Owner, serve as justification to reject bid.

END OF WRITTEN ADDENDUM

# SECTION 00 73 00 – SUPPLEMENTAL GENERAL CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, Fifteenth Edition, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

## ARTICLE 1 - GENERAL PROVISIONS

Add the following sub-paragraphs to 1.1:

- 1.1.9 Miscellaneous Definitions
- 1.1.9.1 The term "product" includes materials, systems and equipment.
- 1.1.9.2 Where "as directed," "as permitted," "as required," "approved," "acceptance," or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance of the Architect is intended, unless stated otherwise. As used herein, "provide" shall be understood to mean "provide complete in place" that is, "furnish and install."
- 1.2 Correlation and Intent of the Contract Documents

Add the following Clause 1.2.3.1 to 1.2.3:

- 1.2.3.1 The following are all part of the Contract Documents and in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.
  - 1. The Agreement.
  - 2. Addenda, with those of a later date having precedence over those of an earlier date.
  - 3. The Supplementary Conditions.
  - 4. The General Conditions of the Contract for Construction.
  - 5. Specifications.

Add the following sub-paragraph 1.2.4:

1.2.4 Sections of Division 1- General Requirements govern the execution of all Sections of the Specifications.

ARTICLE 2 – OWNER

- 2.1.1 Contact Person:Mr. Daniel Sarro, Finance Administration Manager, Rhode Island Lottery, 1425 Pontiac Avenue, Cranston, RI 02920, 401-463-6500 Ext. 134.
- 2.2 Information and Services Required of the Owner

Delete sub-paragraph 2.2.1 without substitution.

Delete sub-paragraph 2.2.2 and substitute the following:

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

Delete sub-paragraph 2.2.5 and substitute the following:

2.2.5 The Contract Documents may be downloaded at the State's Purchasing website, www.purchasing.ri.gov. The Contractor shall be responsible for all printing of construction documents and associated costs.

#### ARTICLE 3 - CONTRACTOR

3.2 Review of Contract Documents and Field Conditions by Contractor

Add the following sub-paragraph to 3.2:

- 3.2.5 Failure of the Specifications to indicate the need for items to properly perform the Work of the Project, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.
- 3.2.6 Should an inconsistency (or discrepancy) be found in the Contract Documents not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Add the following sub-paragrah to 3.3:

- 3.3.4 If the Contractor determines that the Work already performed is not in proper condition to receive subsequent Work, the Contractor shall immediately take all steps necessary to ensure that the proper condition is achieved so that the Work can proceed.
- 3.4 Labor and Materials

Delete sub-paragraph 3.4.2 and substitute the following:

3.4.2 The Contractor may make substitutions only with the written consent of the Owner, after evaluation by the Architect and in accordance with a properly executed Change Order.

Add the following sub-paragraphs 3.4.4 and 3.4.5 to 3.4:

- 3.4.4 After execution of the Contract, the Owner and the Architect shall only consider formal written requests for the substitution of products specified in and in accordance with the the General Requirements (Division 1 of the Specifications) and in Article 7 (CHANGES IN THE WORK) of this document.
- 3.4.5 By making requests for substitutions based on sub-paragraph 3.4.3 above, the Contractor:
  - .1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to the product specified;
  - .2 Represents that the Contractor will provide the same warranty for the proposed substitute product that the Contractor would for the product specified;

- .3 Certifies that the cost data presented is complete and accurate and includes only those costs directly related to this Contract and excludes any redesign costs of the Architect; and
- .4 Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

## 3.6 Taxes

Delete sub-paragraph 3.6. and substitute the following:

- 3.6 The Owner is exempt from payment of sales taxes for materials directly incorporated into the Work of this Project. Refer to requirements set forth in the General Requirements (Division 1 of the Specifications).
- 3.7 Permits, Fees and Notices

Add to sub-paragraph 3.7.1:

.1 The Contractor shall contact the Rhode Island State Building Commissioner to determine the amount of permit costs and associated fees or surcharges, if any such permits are needed for the Project.

## 3.9 SUPERINTENDENT

Add the following to sub-paragraph 3.9.2:

3.9.2 The Contractor shall provide the Owner and the Architect with the Superintendent's name and contact information.

ARTICLE 4 – ARCHITECT

Delete sub-paragraph 4.1.2 and substitute the following:

4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended witout written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

Delete sub-paragraph 4.1.3 and substitute the following:

4.1.3 If the employment of the Architect is terminated, the Owner has the option to employ another Architect whose status under the Contract Documents shall be that of the former Architect.

### ARTICLE 7 - CHANGES IN THE WORK

7.3 Construction Change Directives

Delete sub-paragraph 7.3.6 and substitute the following:

7.3.6 If a cost is not previously agreed upon, then the Contractor, provided he receives a Construction Change Directive signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Architect on the basis of the reasonable expenditures and savings of those performing the Work attributable to the change, including in the case of an increase in the Contract Sum,

an allowance for overhead and profit as stipulated in 7.3.10. In such cases, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Pending final determination of cost to the Owner, payments on account shall be made on the Architect's Certificate for Payment.

Add the following sub-paragraph to 7.3.10:

- 7.3.10 In sub-paragraph 7.3.3 and 7.3.6 the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:
  - .1 For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
  - .2 For the Contractor, for Work performed by the Sub-subcontractor, five percent (5%) of the amount due the Subcontractor.
  - .3 For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Subcontractor's own forces, ten percent (10%) of the cost.
  - .4 For each Subcontractor, for Work performed by Subcontractors of the Subsubcontractor five percent (5%) of the amount due the Subcontractor.
  - .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.11.
  - .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor (less than fifty dollars), shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner described the above sections (.1 .4). In no case will a change over fifty dollars (\$50.00) be approved without such itemization.
- 7.3.11 Cost, as referred to throughout Article 7, shall be limited to the following costs directly attributable to the change: cost of materials, including cost of delivery; cost of labor, including social security and unemployment insurance, fringe benefits required by agreement or custom; Workmen's compensation insurance; rental value of tools (excluding small/hand tools), equipment and machinery.
- 7.3.12 Overhead, as referred to throughout Article 7, shall include the following expenses directly attributable to the change: cost of bond and insurance premiums, additional cost of supervision and superintendence, wages of time-keepers, watchmen and clerks, small/hand tools, incidentals, general office expense, and all other expenses directly attributable to the change and not included in "Cost".
- 7.3.13 The amount of any credit to the Owner for a deletion or change which results in a net decrease in the Contract Sum will be in the amount of the actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 7.3.14 Subsequent to the approval of a Change Order, whether involving a change in Contract Sum, contract time or both, no additional claim related to that change will be considered by the Owner. A change incorporated into a Change Order is therefore all inclusive, and includes such factors as Project impact, schedule "ripple" effect or other items which may pertain to such change.

### ARTICLE 9 - PAYMENTS AND COMPLETION

## 9.3 Application for Payment

Add the following sentences to sub-paragraph 9.3.1:

The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

## 9.4 Certificate for Payment

Add the following new sub-paragraphs:

- 9.4.3 First Certificate for Payment The Architect will process the first Certificate for Payment only after receipt of: 1). the information required for Article 7 of the Instructions to Bidders; 2). certification from the Contractor that it is maintaining current Record Drawings
- 9.4.4 Second and Subsequent Certificates for Payment The Architect will process the second and subsequent Certificates for Payment only after receipt of: 1). certification that the Contractor is maintaining current Record Drawings, 2). Release of Liens, 3). all the proposed material and color samples and selections have been submitted for the Architect's approval. The Architect will not process any Certificates for Payment without certification from the Contractor that the Record Drawings are current and without having received all Release of Liens forms.
- 9.5 Decisions to Withhold Certification

Add the following Clause .8 to 9.5.1:

- .8 Failure to maintain current Record Drawings.
- 9.6 Progress Payments

Add the following to sub-paragraph 9.6.1:

9.6.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

Payments shall be made not more than once per month. Ninety percent (90%) of the portion of the Contract Sum properly allocatable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-seven percent (97%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents. If in the opinion of the Architect, the Work progresses satisfactorily after fifty percent (50%) of the Work is completed, the Architect may recommend to the Owner that the retainage be decreased to five percent (5%). Such reduction shall occur upon the Owner's approval and after receipt of AIA Document G707A (Consent of Surety to Reduction).

Add the following sub-paragraph to 9.6.1:

- 9.6.1.1 The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any or all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.8.
- 9.7 Failure of Payment

Delete paragraph 9.7 and substitute the following:

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within thirty (30) days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon ten (10) additional days' written notice to the Owner and the Architect, stop Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the Amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

9.8 Substantial Completion

Add the following sentence to sub-paragraph 9.8.4:

Prior to the issuance of a Certificate of Substantial Completion, and in addition to requirements herein, the Contractor and his subcontractors shall submit: 1). their respective certificates of Contract Document compliance; 2). all warranties and guarantees; 3). bonds; 4). all certifications and affidavits; 5). operating manuals, report of Owner instructions, and test results; 6). Project record documents, including Record Drawings; 7). extra materials and samples (as specified) required for Owner; and 8). any permits, including occupancy permit (if requested), and notices.

- 9.10 Final Completion and Final Payment
- 9.10.2 Add the following sentence:

The Contractor shall submit AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, and G706A, Contractor's Affidavit of Release of Liens, to satisfy number the affidavits required by (1) above, and AIA Document G707, Consent of Surety Company to Final Payment, to satisy the consent required by number (4) above.

Add the following sub-paragraphs:

- 9.10.6 Certificates for Payment seeking final payment by the Contractor will not be processed unless and until Architect has received from the Contractor Release of Lien forms from all subcontractors and material suppliers indicating that they have been paid in full for all Work covered by prior Certificates for Payment.
- 9.10.7 The Contractor shall immediately satisfy all liens or encumbrances which, because of any act or default of the Contractor is filed against the premises, and shall indemnify and hold the Owner harmless against any and all claims (including without limitation subrogation claims), loss, liability, damages, costs, and expenses (including without limitation court costs and legal fees), of any kind whatsoever, and any and all legal actions including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any person, entity,

and/or party, which relate to or arise out of the Project. In addition, moneys due under the Contract may be retained by the Owner until all such suits, claims for damages or expenses as aforesaid shall have been settled and paid.

9.10.8 The statement on the Standard AIA Form G702, Certificates of Payment, which certifies that "all bills are paid for which previous certificates for payment were issued" shall be notarized by a Notary Public currently licensed in the State of Rhode Island.

#### ARTICLE 11 - INSURANCE AND BONDS

- 11.1 Contractor's Commercial Property and Liability Insurance
- 11.1.1 Replace the words "in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located" insert the words "in a company or companies licensed to do business in the State of Rhode Island with an A.M. Best's rating of "A-" or better, a financial size ofVII, and to which the Owner has no reasonable objection."

Add the following sub-paragraph to 11.1.2:

11.1.2 Add the following sentence:

The Contractor and their subcontractors shall name the Owner, their officers, directors, agents, and employees (hereinafter referred to as Designated Parties) as additional insureds on their Commercial General Liability, Commercial Automobile, and Umbrella Liability policies. The additional insured status on these policies shall act as primary and non-contributory coverage to any insurance coverage maintained by the Designated Parties.

11.1.2.1 The insurance required by sub-paragraph 11 shall include the following coverage lines, terms and conditions and be written for not less than the following limits, or greater if required by law:

# 1. RI WORKERS COMPENSATION & EMPLOYERS LIABILITY: The

Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease.

2. <u>COMMERCIAL GENERAL LIABILITY (CGL)</u>: Coverage to be issued on an occurrence form and include claims for bodily injury and property damage, ongoing operations, products liability and completed operations coverage, independent contractors, contractual liability, underground collapse hazard (X,C,U) and explosion. The per occurrence limit of liability for bodily injury and property damage: \$1,000,000 per occurrence with a \$2,000,000 general aggregate and a products and completed operations liability aggregate of \$2,000,000. The CGL coverage shall be written on the ISO CG0001 coverage form or an equivalent form. The additional insured status for the Designated Parties shall be for both ongoing operations utilizing the ISO CG2010 (10/01) and completed operations coverage must be maintained for a minimum of 3 years following substantial completion of work.

- 3. <u>COMMERCIAL AUTOMOBILE LIABILITY</u>: Requirement of a combined single limit of at least \$1,000,000 each accident. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles. All parties defined above as Designated Parties shall be included as additional insureds on the commercial auto liability coverage. The additional insured status shall be on a primary and non-contributory basis.
- 4. <u>COMMERCIAL UMBRELLA LIABILITY</u>: Umbrella Limits must be maintained at a minimum limit of \$3,000,000 each occurrence with a \$3,000,000 aggregate. The umbrella coverage shall be similarly endorsed as the primary commercial general liability requirements. The umbrella form will be excess to and not more restrictive than the underlying commercial general liability, commercial automobile liability, and workers compensation employer's liability coverage.
- 5. <u>BUILDERS RISK RENOVATIONS (or INSTATION FLOATER) Coverage</u>: The Contractor shall maintain either builders risk renovation coverage or an installation floater policy with limits of coverage no less than the amount of the total contract. The coverage shall be issued on an All-Risk insurance coverage form and include the perils of flood and earthquake. Adequate sub-limits must be maintained for temporary off-site materials storage and in-transit coverage. If coverage is issued under a builder's risk renovations policy, this policy shall include the Designated Parties as named insureds and the policy will be endorsed to include the "permission to occupy" endorsement. In the event of a loss, the contractor with be responsible for the deductible payment.
- 6. <u>Waiver of Subrogation</u>: The Contractor and their subcontractors (and their insurance carriers) shall waive all rights of subrogation against the Designated Parties for recovery of damages to the extent these damages are covered by the Contractor's commercial general liability, inland marine, commercial umbrella liability, commercial automobile, contractor's pollution liability, workers compensation and employer's liability insurance maintained per requirements stated above. This waiver shall apply even if the insurance maintained by the Contractor is self-insurance or is subject to a deductible or a self-insured retention.

Add the following sub-paragraph to 11.1.3:

11.1.3.1 The Contractor shall provide the Owner with one (1) Certificate of Insurance reflecting the Owner as an additional insured for all insurance required in Article 11 no later than forty-eight (48) hours prior to commencement of any Work on the Project. If the Contractor's Liability Insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General

Liability policy form, ACCORD for 25S will be acceptable. The Contractor shall provide the Owner with copies of endorsements with each Certificate of Insurance evidencing the Owner's additional insured status, waivers of

subrogation waiving any right to recovery the insurance company may have against the Owner, and showing that the requisite coverage remains on each policy. Any deductible or self- insured retention amount or other similar obligation under any of the policies required under Article 11 shall be the sole responsibility of the Contractor.

11.2 Owner's Liability Insurance

Delete the sub-paragraph 11.2 in its entirety.

Delete sub-paragraph 11.1.1 and substitute the following:

- 11.1.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds must be secured through a surety company licensed to do business in the State of Rhode Island and the cost thereof shall be included in the Contract Sum. The amount of each bond shall be equal to one hundred percent (100%) of the Contract Sum.
- 11.1.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date the Agreement is executed.
- 11.4 Performance Bond and

Payment Bond Add the following

sentence:

11.4.3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Acceptance of Nonconforming Work

Add the following sentence to 12.3.1:

Acceptance by the Owner of any nonconforming Work must be in writing.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.6 Interest

Add the following clause to the end of 13.6:

and as otherwise permitted by law.

Add the following paragraph 13.8 to Article 13:

- 13.8 Equal Opportunity
- 13.8.1 The Contractor shall maintain policies of employment as follows:

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

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

- 13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.
- 13.8.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

Add the following paragraph 13.9 to Article 13:

- 13.9 Prevailing Wage Schedules on Public Works Projects
- 13.9.1 In accordance with the General Laws of Rhode Island the Department of Labor determined the customary and prevailing rate of wages paid to craftspersons, teamsters, and laborers in the constructing of public Works by the State, and by cities and towns, and by persons contracting therewith for such construction. Violators are subject to fine of not more than One Hundred Dollars (\$100.00) for each offense.
- 13.9.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island and as of the date of advertisement of Contract applying to the life of the Contract. Information concerning wage rates prevailing in the construction industry in Rhode Island may be obtained from the Office of the State Department of Labor, 220 Elmwood Avenue, Providence, Rhode Island. Under no condition shall the wages paid on this Project be less than those designated in the general classification. This clause does not relieve the Contractor or his Subcontractors from respecting any other union regulations to which he ordinarily subscribes.
- 13.9.3 Bulletin No. 3, State Labor Laws, issued by the Rhode Island Department of Labor, pertaining to Public Works Projects (General Laws of Rhode Island, Revision of 1956, Chapter 37-12 as amended, and Chapter 77, Public Laws of 1965), are hereby made a part of this Project. These laws include, but are not limited to:
  - .1 Weekly payment of employees;
  - .2 Provisions applicable to Public Works contracts;
  - .3 Payment of prevailing wage rates;
  - .4 Posting of prevailing wage rates and;
  - .5 Overtime compensation.

### ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

Delete clause 14.1.1.4 in its entirety.

Delete sub-paragraph 14.2.1.4 and substitute the following:

14.2.1.4 otherwise fails to satisfactorily fulfill or perform any obligations, promises, terms, or conditions of the Contract Documents.

Delete paragraph 14.2.3 and insert the following:

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.

Add the following sentence to clause 14.2.4

- 14.2.4 Such payment does not limit other damages recoverable by the Owner at law.
- 14.4 Termination by the Owner for Convenience

Delete sub-paragraph 14.4.3 and substitute the following:

14.4.3 Within thirty (30) days of the effective date of the termination of the contract by the Owner, the Contractor shall submit to the Architect an Application for Payment for any unpaid Work performed up to the date of termination. Such application shall proceed in the ordinary course as provided herein.

## ARTICLE 15 – CLAIMS AND DISPUTES

## 15.4 ARBITRATION

Delete section 15.4 entitled ARBITRATION in its entirety and all references to arbitration in "AIA General Conditions, A201, 2017" and substitute the following:

Arbitration shall be in accordance with the provisions of the State Arbitration laws (State of Rhode Island, General Laws, Title 37, Chapter 16), which shall take precedence and shall govern.

# ARTICLE 16 - SPECIAL PROJECT WORK CONDITIONS

- 16.1 Coordination
  - A. Prior to commencement of subcontract Work, a designated representative of each subcontractor shall meet with the Project superintendent and Owner's Representative at the site and at the time set by the Owner's Representative to discuss requirements and the scope of Work.
  - B. The General Contractor and all subcontractors will be required to attend a preconstruction conference at a date and time set by the Owner's Representative.
- 16.2 Behavior of Personnel
  - A. If in the opinion of the Owner's Representative, any employee of the Contractor, a subcontractor and/or a sub-subcontractor is physically or mentally unfit for Work or exhibits behavior incompatible with Work site environment, said employee may be required to leave the property and may be refused re-admittance.

- B. Employees of the Contractor, subcontractor and/or sub-subcontractor shall abide by the State's drug-free workplace policy and shall so attest upon request by the Owner by signing a certificate of compliance.
- C. Employees of the Contractor, subcontractor and/or sub-subcontractor shall be familiar with special regulations, policies and procedures in effect at the site and comply with such rules, including but not limited to security policies or practices and/or criminal background checks.
- D. At all times while Work is performed at the site at least one employee of the Contractor, subcontractor and sub-subcontractor shall have a good command of the English language and must be able to effectively communicate with the Owner and its staff.
- E. Employees of the Contractor, subcontractor and/or sub-subcontractor shall not disclose any confidential information of the Ower to any third party. Confidential information means: (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or (2) any information about the Owner gained during the performance of a contract that is not already lawfully in the public domain.
- 16.3 Substitutions
  - A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is <u>not</u> used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and written approval is issued by the Owner.
  - B. See Section 01 60 00, Paragraph 1-06 for additional requirements and Contractor responsibility relating to substitutions. Specifically subparagraphs relating to speculative substitutions and additional liabilities.
- 16.4 Codes, Rules and Regulations
  - A. All Work is to be in accord with the latest requirements of:
    - 1. Federal, State and Municipal Laws;
    - 2. Rhode Island Building and Fire Codes; and
    - 3. Any prevailing rules and regulations pertaining to the adequate protection and/or guarding of any moving parts or other hazardous locations.
  - B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.
  - C. Reference to technical society organizations or body is made per the following abbreviations:

AIA	American Institute of Architects
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
ASME	American Society of Mechanical Engineers
ASTM	American Society of Testing and Materials
AWS	American Welding Society
CS	Commercial Standard of U.S. Dept. of Commerce

FS	Federal Specifications
NBS	National Bureau of Standards
NEC	National Electric Code
UBC	Uniform Building Code
UL	Underwriters' Laboratories, Inc.
AASHO	American Assoc. of State Highway Officials

- D. All Contractors and Subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this Contract and hold the Owner and/or his agents harmless from any claim or loss that may result from violations of or claims under this act.
- E. Nothing in the Specifications or Drawings is to be construed to allow Work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the Owner.
- F. All Contractors and material/equipment suppliers shall comply with the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4826) and H.U.D. implementing regulations and the Rhode Island General Laws.

### 16.5 Drawings

- A. Structural drawings need not show architectural finishes. Architectural drawings need not show completed structural and/or mechanical or electrical installation or vice versa.
- B. Architectural drawings shall have precedence over all other drawings.
- C. All Work drawn on plans and not specified, or all Work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only Work specifically noted in the following manner shall be considered as not being in the contract:
  - "...by Owner" "...NIC (Not In Contract)
- D. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in the Contract Documents or there is doubt as to their meaning, the Architect is to be notified immediately, in writing. Where information sought is not clearly indicated or specified, the Architect will issue addendum to the Contract Documents. Neither the Owner nor the Architect will be responsible for any oral instructions.
- E. If there are two (2) ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based its Base Bid price on the most expensive way.
- F. If duplication is shown on drawings and/or specifications of Work by more than one (1) trade, Owner shall determine which trade shall do Work and rebate shall be due from the other trades to Owner.
- G. Drawings DO NOT include any necessary components for construction safety.

- H. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions/elevations and call to the attention of the Architect any apparent or manifest discrepancy.
  - 1. Contractor shall verify <u>all</u> dimensions with existing and actual field conditions, prior to start of any work.
- I. All work and materials shown on drawings shall be interpreted by the Contractor as being new work and materials to be furnished and installed unless they are specifically indicated as being existing and to remain.
- 16.6 Manufacturer's Directions
  - A. Manufactured articles, materials and equipment must be applied, installed, connected, erected, used, cleaned, and / or conditioned in accordance with manufacturer's printed directions unless specified to the contrary.
  - B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Architect in writing. Contractor shall not proceed with Work until Architect has reviewed the conflicting data and provided the Contractor with a decision on which specification to follow.
- 16.7 Dimensions
  - A. In all Work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements before beginning the Work, Contractor is to check through all dimensions and call to the attention of the Owner for adjustment any apparent or manifest discrepancy. Contractor shall verify <u>all</u> dimensions with existing and actual field conditions prior to start of construction and assumes all responsibility regarding the same.
- 16.8 Foreign Corporations
  - A. The attention of the General Contractor is hereby directed to excerpts from Chapters
    1 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc. to carrying on business within the State for foreign corporations.
  - B. The certificate and power of attorney mentioned in the General Corporations Law, properly filled out, subscribed and sworn to and accompanied by a certified copy of the charter, articles of association, or other similar organization papers, together with all amendments, must be filed in the Office of the Secretary of State by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State any contract made within the State.
  - C. Detailed information regarding Chapters 1 6 of Title 7 of the General Laws of Rhode Island, 1956, relative to the conditions precedent, etc., to carrying on business with this State for Foreign Corporations may be obtained from the Rhode Island Secretary of State, State House, Smith Street, Providence, Rhode Island or by going to www.state.ri.us.
- 16.9 Contractor's Agreement

- A. During the performance of this contract, the Contractor agrees to comply with all provisions of Executive Order 11246, as amended, relative to the Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- B. In the event of the Contractor's non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.
- 16.10 General Specification Note
  - A. The paragraph entitled "WORK INCLUDED" in each section of the technical specifications shall be considered general in nature and <u>NOT</u> all inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.
  - B. The paragraph entitled "RELATED WORK" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what Work is related to Work included in this section.
- 16.11 Signs
  - A. Contractors, subcontractors and sub-contractors are prohibited from displaying signs of any kind at the site, including advertisements, except as approved by the Owner or as required by authorities having jurisdiction.
- 16.12 Drawings and Specifications
  - A. The Contract Documents may be downloaded at the State's Purchasing website, <u>www.purchasing.ri.gov</u>. Printing of hard copies for contractor's use shall be the responsibility of the contractor. Printing of hard copies for permits and approvals shall be by owner.
- 16.13 Work Not Specified
  - Work shown on drawings where there are no particular specification shall not relieve Contractor from furnishing and installing the items indicated on the drawings.
     Contractors shall review plans carefully for miscellaneous Work not specified and shall perform such Work with materials and Workmanship of the highest quality.
- 16.14 Meaning and Intent
  - A. The Contractor shall provide items such as attachments, hangers, bolts ands screws, which are obviously needed to perform Work properly but are not specifically indicated on the drawings and specifications.
  - B. INTENT: It is the intent of the plans and these specifications that all design, equipment, materials and Workmanship used on this Project be in complete conformance with all local, state and national codes, ordinances and standards. It is the Contractor's responsibility to submit only those items that meet these codes. Should an item be inadvertently specified by model number that is not in conformance with local and state codes, the Contractor shall notify the proper

authorities prior to any submittals of the item. Regardless of any approval action given, it is the Contractor's responsibility to install only those items that are in conformance with applicable codes. Should any non- conforming code items be installed, they shall be replaced by the Contractor at no additional cost to the Owner.

## 16.15 Use of the Premises

A. Since the premises are occupied, Work is to be done as expeditiously as possible and with as little inconvenience as possible and without danger to occupants. The Contractors, subs, etc. shall conduct Work in such manner as to allow continued operation with minimum of interference, use and function of the buildings and premises and schedule Work in consultation with Owner or his representative. The Contractor shall leave unobstructed ways along roadways and walks, except as approved by Owner in writing and restrict introduction of materials and access and egress of Workmen and vehicles to such places as approved by Owner. The Contractor shall notify the Owner no later than twenty-four (24) hours prior to any interference, obstruction and restriction on the Owner's use of the premises and await Owner's written approval prior to such interference. All floors, wall surfaces and ceilings shall be protected during construction.

#### 16.16 Existing Utilities and Structures

- A. All existing utilities are NOT indicated on the drawings. Contractors shall use caution during construction and assume all responsibility for damage to utilities except as otherwise expressly provided herein. The Owner will cooperate fully, at the Contractor's written request, in assisting the contractor in locating and identifying underground utilities.
- B. The Contractor shall take all precautions to prevent any damage to utilities and structures encountered during the Work and ensure that they remain in constant operation except as may be required to connect or disconnect from them and shall immediately repair any active existing utility lines (cables, conduits, ducts, and piping) damaged during the performance of the Work except where such lines are to be abandoned. The Contractor shall be responsible for any and all damages to utility piping, drains, sewers, electrical wiring and conduits, buildings and/or other structures that may be met within the performance of the Work including damages caused by Subcontractors, Sub-subcontractors and material manufacturers, their agents or employees. The Contractor shall protect and maintain such active existing utilities in use, until relocation of same has been complete or cut, or capped, or prepared for service connections, as applicable; and perform such repair and protection Work at no additional cost to the Owner. The Contractor shall put in place shores, slings and/or other devices necessary to prevent such damage.
- C. The Contractor shall notify the Owner in writing not less than three (3) days in advance of the proposed time for shutting down or interrupting any utilities, services or facilities which may affect the operation of other buildings, services or facilities of the Owner. Unless otherwise authorized by the Owner, the Contractor shall schedule and coordinate this Work such that interruption will occur on weekends, holidays or before or after normal Working hours of the Owner's facility. In no case shall any shutdown or interruption of any utilities, services or facilities be made without the prior written approval and the authorization of the Owner.
- 16.17 Protection of Persons and Property

- A. The Contractor shall provide and maintain, for the duration of the Contract, proper protective measures as may be required to adequately protect the Owner's personnel and the public from hazards resulting from the Work performed hereunder.
- B. The Contractor shall take all proper precautions to protect the Owner's property from damages and replace, or put in good condition, any existing items which are damaged in carrying out the Work, unless designated to be permanently removed or demolished.
- C. When regulated by local building code or other Authority, such requirements for protection shall be considered as minimum requirements and the Contractor shall be responsible for the protection of such minimum requirements as may be required by public safety laws.
- D. The requirements of this paragraph shall be in addition to, not in lieu of, other protection requirements contained in the Contract Documents.
- 16.18 Damage from the Elements
  - A. The Contractor will be held responsible for all damage to new and existing construction and damage and/or loss to any and all materials and/or equipment located at the site from the elements until acceptance by the Owner.
  - B. The intent of this paragraph is to protect the Owner against claims made for reimbursement in cases where materials are improperly stored, protected or erected in such a manner that rain, snow, sunlight or other normal damage to these materials from the elements would result. Unforeseen natural disasters, etc., are presumed to be covered by the usual forms of property damage insurance maintained by the Contractor.
- 16.19 Safety and Health
  - A. The Contractor shall provide protective devices required by authorities having jurisdiction. The contractor shall take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against occurrence of any accident, injury to any person or object during progress of Work. The contractor shall provide and erect temporary fences, guards, etc., required to protect Owner's employees, the public and/or Workmen, and remove same when the Work is completed. The contractor shall keep all passageways clear and safe, and comply with provisions of the following Federal Laws and regulations, as amended:
    - 1. Occupational Safety & Health Act of 1970, Public Law 91-596.
    - 2. Part 1510-Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations.
    - 3. Chapter XIII of Title 29, Code of Federal Regulations, Part 1518-Safety and Health Regulations of Construction. (36 FR 75)
    - 4. Any and all other applicable state or federal laws, codes, and/or regulations.
- 16.20 Indemnification
  - A. To the fullest extent permitted by law and notwithstanding any approvals or instructions which may be obtained from Owner in connection with use of premises, the Contractor agrees to indemnify and save the Owner and Architect harmless from and against (1) any and all claims, loss, liability, injury including death, damage or

costs by any person, firm, corporation or other entity including without limitation those claiming by, through or under the Contractor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates, in any capacity whatsoever, including all subrogation claims and/or all claims for reimbursement, including court costs and attorneys fees and/or any other costs of defending an action arising out of or resulting from the Work provided for or performed under the Contract Documents or from any act, omission, or negligence of the Contractor, Subcontractors and their agents, or employees; and (2) any and all legal actions including third-party actions, cross-actions, and/or clams for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which may arise out of or result from the Work provided for or performed under the Contract Documents. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

- B. To the fullest extent permitted by law, the Contractor, subcontractors, subsubcontractors, their officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates, release, waive, discharge and covenant not to sue the Owner, its officers, agents, servants and/or employees for any and all liability, claims, cross-claims, rights in law or in equity, agreements, demands, actions and any causes of actions whatsoever arising out of or related to any loss, damages, expenses (including without limitation any court costs and attorneys fees, interest and penalties) or injury of any type, kind or nature whatsoever (including death), whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relates to or arises out of the Work provided for or performed under the Contract Documents.
- C. The Contractor shall reimburse the Owner for any and all damage to its real or personal property caused by the acts of the Contractor, Subcontractors, Subsubcontractors, their agents or employees.
- D. The duties of Contractor, Subcontractors, etc. under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even when the Contractor is alleged or is found to merely have contributed in part to the acts giving rise to the claims and/or where the Owner is alleged or is found to have contributed to the acts giving rise to the claims.
- E. Asbestos Material Identification and Removal: During demolition operations, it shall be the responsibility of the Contractor to identify any asbestos materials that may be encountered. Should they be encountered, the Contractor shall immediately notify the Owner, stop Work in the area of concern, and not proceed with any work in that area until further notice. It is understood and agreed that the handling or removal of asbestos or asbestos products involves certain health risks which require specific safety measures. The Architect and Owner shall not be responsible for safety and safety measures on the job, including measures for the protection of employees of Contractor, Subcontractors, Sub-subcontractors, their employees and agents, nor for the protection of the general public. Such responsibility for safety and safety measures is and shall remain that of the Contractor. The Contractor, Subcontractors, Sub-subcontractors, their employees and agents, shall hold harmless and indemnify the Architect and Owner from all claims, suits, expenses and/or damages arising from or alleged to arise from exposure to or inhalation of asbestos or asbestos fibers.

## 16.21 Reports and Information

A. Performance of the Work under this contract will be monitored. The Contractor, Subcontractors, Sub-subcontractors, their employees and agents shall provide information, as may be requested, in form as required by the Owner or Architect, pertaining to matters covered by this contract.

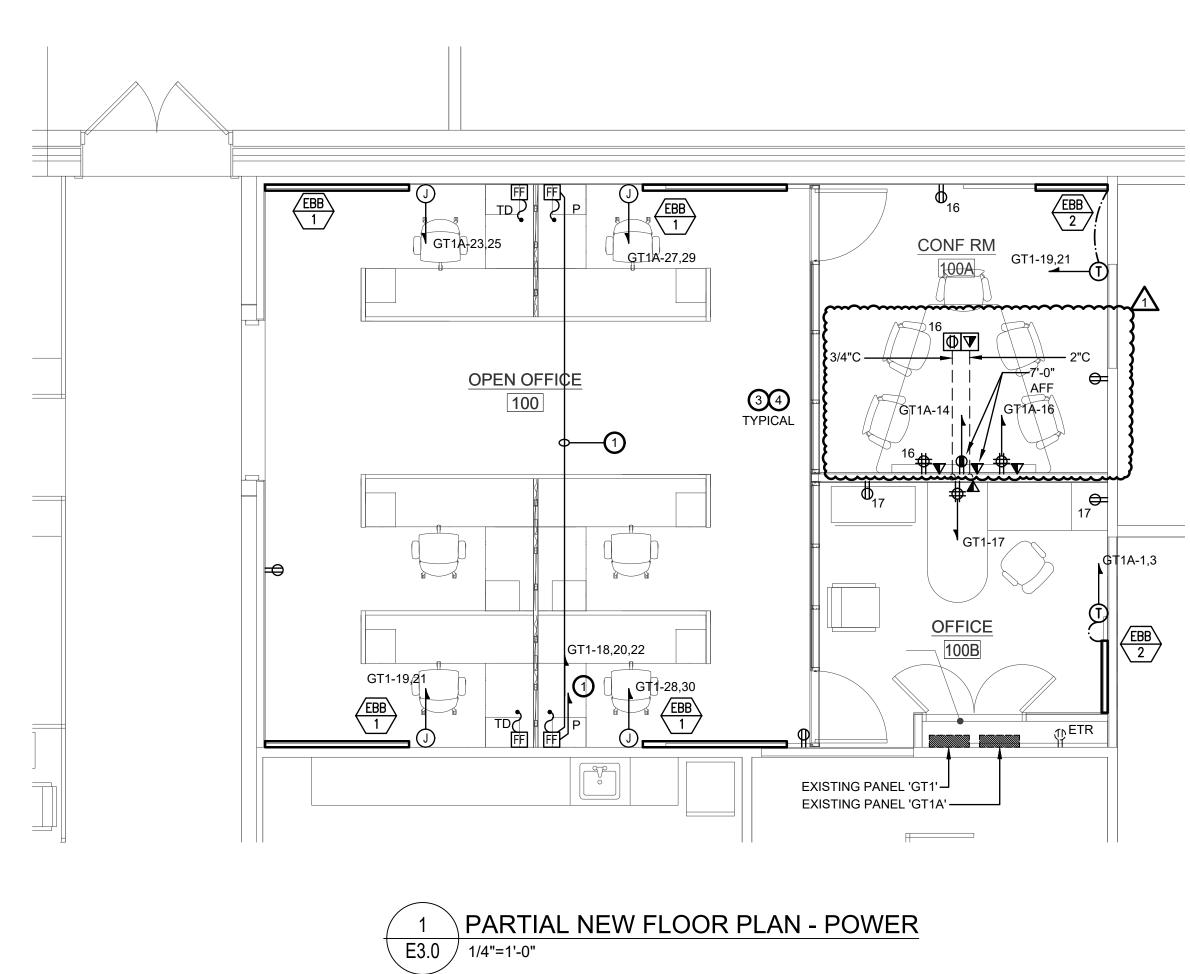
## 16.22 Clean Air and Water

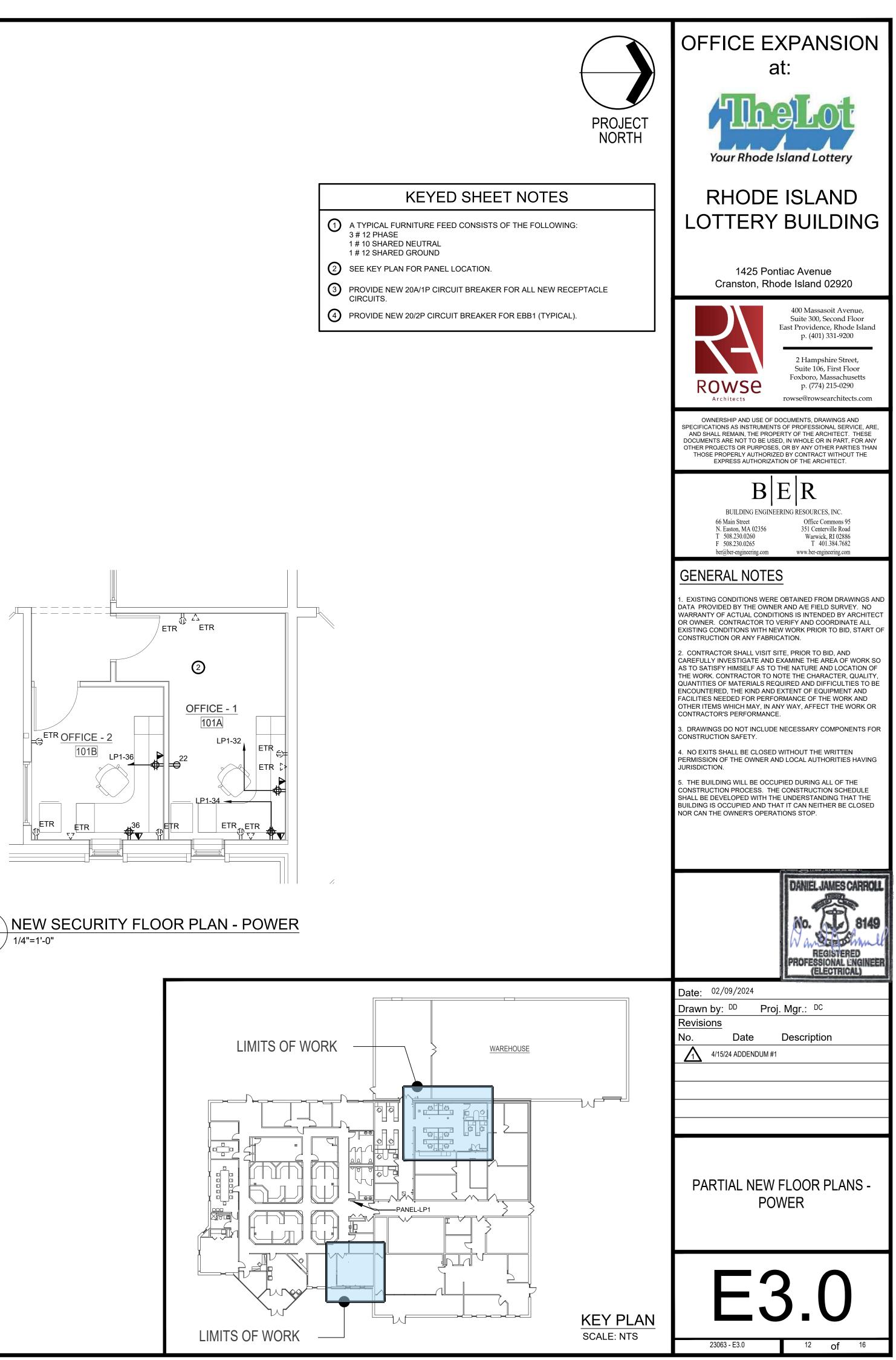
A. The Contractor shall comply with requirements of Section 114 of the Clean Air Act, as amended, 42 USC § 1857 *et seq.* and Section 308 of Clean Water Act, as amended, 33 USC § 1318 and regulations and guidelines issued thereunder. The Contractor shall not use any facility listed on List of Violating Facilities issued by Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

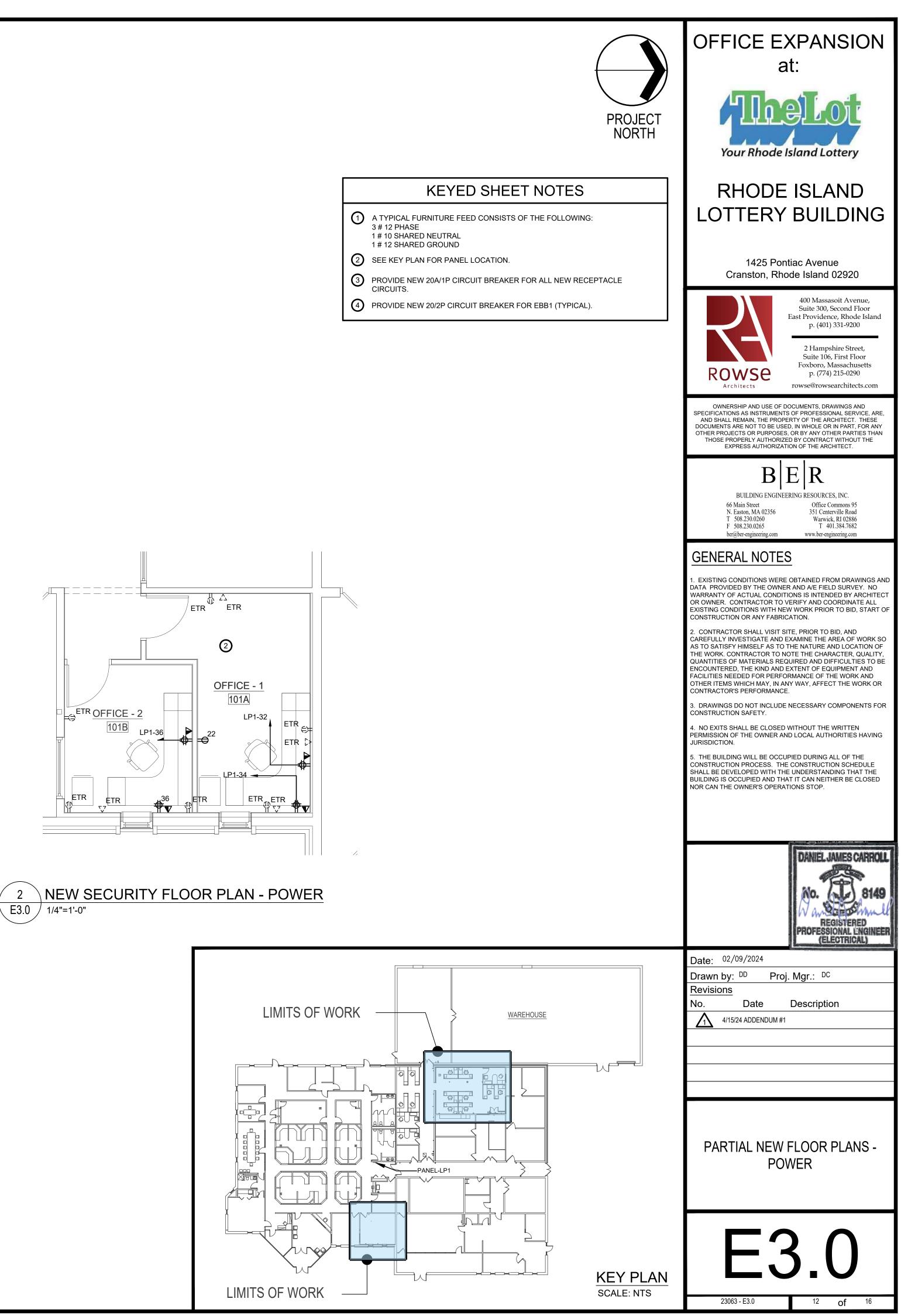
## 16.23 Records

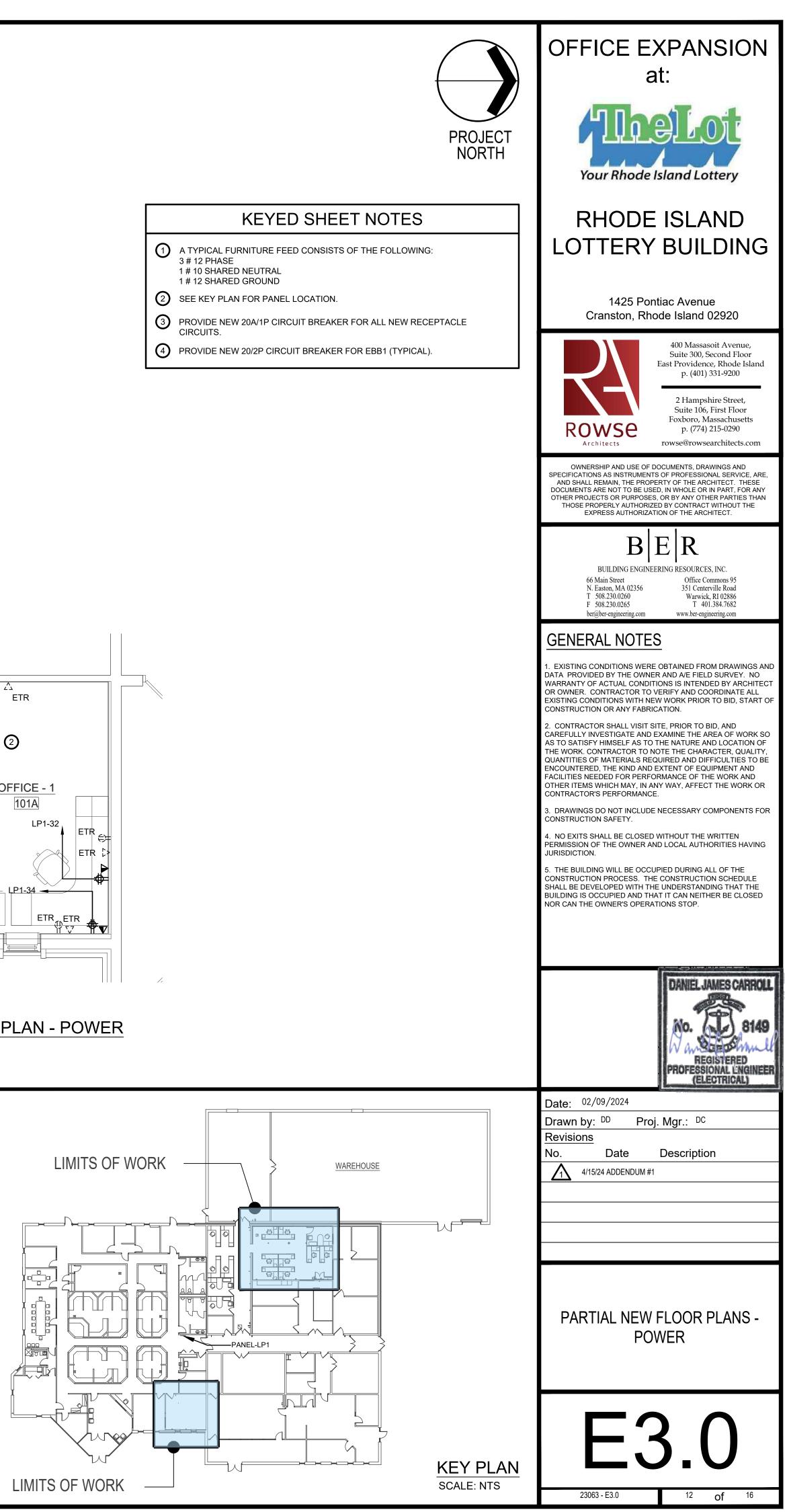
A. The Contractor shall maintain records with respect to matters covered by this Contract for a period of three (3) years after receipt of final payment including, but not limited to, costs, supported by checks, properly executed payrolls, time records, invoices, contracts, vouchers, accounting and other documents evidencing nature and propriety of charges or conditions of employment or purchasing, and shall maintain the records in a manner that they are readily accessible, clearly identified and available for audit by the Owner.

END OF SECTION 00 73 00









Project: Rhode Island Lottery RI Lottery Building Office Expansion 1425 Pontiac Avenue Cranston, Rhode Island 02920 Project #23063 April 02, 2024

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	& Builders E Construction		Gopuld @ Benthey companies.com dana e domecs.com
nzo Mart	one inc	401-533-1212	estimating @ nartoneinc. com
ΈW	Burman inc	401-738-5400	estimating @ ewburman. com
Kenney Stil	l water Construction	401-207- 9037	dKenney@StillwaterConst
Pasqualz AD?	) Construction	401-447-1018	Matt@alsconst.com
1411	) Construction	401-447-1018	Matt@alsconst.c

Mandatory 10:00 am