

SPECIFICATIONS

FOR

Rhode Island College Donovan Dining Exterior Window Improvements

Purchaser:

The Department of Administration, Division of Purchases

One Capitol Hill
Providence, RI
02908

Owner:

State of Rhode Island Board of Governors for Higher Education

80 Washington Street
Providence, Rhode Island 02903

September 11, 2014

Architect:



KITE Architects, Inc.

3 Central Street
Providence, Rhode Island 02907
Tel 401 272-0240

KITE Project #1310.2

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00 10 00 – INVITATION TO BID

NOTICE TO CONTRACTORS – BID NO. 33336

Date: January 6, 2015

Project: Rhode Island College
Donovan Dining
Exterior Window Improvements

Completion Time : 90 Days

Owner: State of Rhode Island Board of Governors for Higher Education
Rhode Island College, and State of Rhode Island

Purchaser: Rhode Island College

Design Agent: KITE Architects, Inc.

The **Owner** is soliciting bids for Donovan Dining Hall Window Restoration at Rhode Island College, in accordance with the plans and specifications dated September 11, 2014.

Sealed proposals addressed to the **Purchaser** shall be received on or before the date and time specified below. At that time they will be opened and read aloud in public.

General Contractors are invited to submit an offer under seal to the Purchaser at the appropriate address, for construction of the above Project, on or before:

Time: 9:30 AM (EST) Date: February 4, 2015

NOTE: Plans and specifications are available to download from the RI Division of Purchases website at www.purchasing.ri.gov (labeled with the issue date of this Solicitation Information document) at no cost.

A certified check or **Bid Bond** payable to Rhode Island College in an amount equal to Five Percent (5%) of the proposal shall be submitted with the bid.

A **Performance** and **Payment Bond** equal to one hundred percent (100%) of the contract price with a surety company registered and licensed in the State of Rhode Island shall be required of the successful bidder.

This project is subject to terms, conditions and provisions of the Rhode Island General Laws Chapter 37-14.1 et. Seq, and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

Bidders are also subject to the terms, conditions, and provisions of Chapters 2, 12, and 13 of Title 37, general laws of the State of Rhode Island, 1956 as amended, including apprentice requirements of 13-3.1.

Refer to Documents 00200 –Instructions to Bidders and 00210 – Supplemental Instructions to Bidders for specific Bidding requirements including additional State and Federal mandates.

The **Purchaser** reserves the right to waive any technicalities in the bids, award in the best interest of the University, and accept or reject any or all offers.

The **Owner** will hold a non-mandatory pre-bid conference at

Physical Plant – Capital Projects conference room – 2nd Floor at:

Time: 9:00 AM (EST) on Date: January 16, 2015 .

END OF DOCUMENT

DOCUMENT 00 20 00 – INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINITIONS

1.1 Bidding Documents include the Bidding and Contract Requirements and the proposed Contract Documents. The Bidding and Contract Requirements consist of the Invitation to Bid, Instructions to Bidders, Supplemental Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The Contract Documents consist of the Purchase Order and any documents referenced therein such as the Bid received, the Purchase Order Terms and Conditions, the Agreement Form between the Owner and the Contractor, the General Conditions, Supplemental General Conditions, Drawings, Specifications, and Addenda issued prior to issuance of a Purchase Order, as well as amendments to these documents which may occur during the Work in accordance with terms of the Contract.

1.2 Definitions set forth in Document 00700 – General Conditions, or in other Contract Documents, are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Purchaser prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform Work described in the Bidding Documents as the base, to which Work may be added, or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services, or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

1.10 Supplemental Instructions to Bidders are those additional instructions which are unique to this project or amend the instructions in this Document. It follows this document as Document 00210.

ARTICLE 2 – BIDDER'S REPRESENTATION

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents, or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. Claims for additional costs will not be accepted due to the Bidder's lack of knowledge of verifiable existing conditions.

2.1.4 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

ARTICLE 3 – BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Plans and specifications are available for download from the RI Division of Purchases website at www.purchasing.ri.gov. No deposit is required.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Agent assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

3.1.3 Copies of the Bidding Documents are made available on the above terms, only through the website of the RI Division of Purchases, for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare parts of the Bidding Documents with each other, and with other work being bid concurrently, or presently under construction, to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the representative of the Purchaser all errors, inconsistencies or ambiguities discovered. Purchaser contact information is available in Section 00710 Supplemental General Conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Purchaser at least ten days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections, and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

3.3.2 No substitutions will be considered prior to receipt of Bids unless a written request for approval has been received by the Purchaser at least ten (10) workdays prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth such changes in other materials, equipment, or other portions of the Work including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Design Agent's decision of approval or disapproval of a proposed substitution shall be final.

3.3.3 If the Design Agent approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract Award unless specifically provided for in the Contract

Documents.

3.4 ADDENDA

3.4.1 Addenda instructions will be posted on the RI Purchasing website. Bidders are responsible for checking for Addenda.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that Purpose.

3.4.3 Addenda will be issued no later than five (5) workdays prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, or one which includes postponement of the date of receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents, covered by a properly completed certification form as identified in Document 00210 – Supplemental Instructions to Bidders.

4.1.2 All blanks on the Bid Form must be legibly executed in a non-erasable medium.

4.1.3 Sums must be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 The signer of the Bid shall initial interlineations, alterations, and erasures.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change”.

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form, nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. The person, or persons legally authorized to bind the Bidder to a Contract, must sign each copy. A Bid by a corporation shall further indicate the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent’s authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security in the form and amount required. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such a Contract or fail to furnish such bonds, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.3.

4.2.2 The surety bond shall be written on the document bound herein as part of Document 00430 – Bid Security Form, or other form acceptable to the Purchaser. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Purchaser will have the right to retain the bid surety of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Purchaser and shall be identified with the Project name, the Bid No., the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will not be considered.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, facsimile, or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder, except as provided for in the State of RI Purchasing Rules and Regulations, during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for the receipt of Bids, a submitted Bid may be modified or withdrawn by notice to the party receiving the Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the time and date set for receipt of Bids. A change shall be so worded as to not reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 The properly identified Bids received on time will be publicly opened and read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security, or other data required by the Bid Documents, or a Bid which is in any way incomplete or irregular may be subject to rejection. However, the Owner shall have the right to waive informalities and irregularities in a Bid received and to not reject a Bid if, in the Owner's judgement, it is in the Owner's own best interests.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgement, is in the Owner's own best interests.

5.3.1.1 Minority Business Enterprises: Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price, where:

- .1 the offer is fully responsive to the terms and conditions of the request;
- .2 the offer is determined to be within a competitive range (not to exceed 5 percent higher than the lowest responsive price offer) for the product or service;
- .3 the firm making the offer has been certified by the State of Rhode Island Department of Economic Development to be a small business concern meeting criteria established to be a Minority Business Enterprise.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 – POST BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of Contract is under consideration shall submit to the Design Agent, upon request, a properly executed Qualification Statement, a copy of which is bound herein in Document 00450 - Bidder's Qualification Form, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 SUBMITTALS

6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner, and the Office of Capital Projects through the Design Agent in writing:

- .1 A designation of the Work to be performed with the Bidder's own forces;
- .2 Names of manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work
- .3 Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and
- .4 Names of persons and dollar value of sub-contract Work to be performed by Minority Business Enterprises in accordance with the State's requirement that 10 percent of the dollar value of the Work performed against contracts for construction exceeding \$5,000.00 shall be performed by Minority Business Enterprises where it has been determined that sub-contract opportunities exist and where certified Minority Business Enterprises are available. A Bidder may count towards its MBE, DBE, or WBE goals 60 percent of its expenditures for materials and supplies required and obtained from MBE, DBE, or WBE regular manufacturers. Awards of this type shall be subject to approval by the Director of Administration of a Sub-Contracting Plan submitted by the Bidder receiving the Award.
- .5 The Bidder's Qualification Statement, if requested by the Design Agent during the scheduling of this meeting.
- .6 Trade Breakdowns for hourly charges to be used for any Time and Material work authorized during the project. Include calculations that show inclusion of overhead and profit percentages with labor rates and fringes.

6.2.2 The Bidder will be required to establish to the satisfaction of the Owner and the Design Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.3 Prior to the issuance of a Purchase Order, the Design Agent will notify the Bidder in writing if either the Owner or the Design Agent, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or the Design Agent has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid, or Alternate Bid, to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid price, or

disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Security will not be forfeited.

6.2.4 Persons and entities proposed by the Bidder and to whom the Owner and Design Agent have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Design Agent.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

7.1 PAYMENT AND PERFORMANCE BONDING REQUIREMENTS

7.1.1 See Document 00710 for Project Bonding requirements.

7.1.2 If the furnishing of such bonds is stipulated in the Contract Documents, the cost shall be included in the Bid. If the furnishing of such bonds is stipulated after receipt of Bid, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the Work shall be the Owner's version of a Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum. A copy of the required Agreement form is bound herein as Document 00520 – Agreement Form.

END OF DOCUMENT

DOCUMENT 00 21 00 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. SPECIAL FEDERAL REQUIREMENTS
2. STATE REQUIREMENTS
3. BID BOND AMOUNT
4. BIDDER CERTIFICATION FORM TYPE

ARTICLE 1 – FEDERAL REQUIREMENTS.

1.1 NA

ARTICLE 2 – STATE REQUIREMENTS

2.1 Bidders are advised to review and make themselves aware of RIGL 37-2-18 (PL 221) and the related Purchasing Rules and Regulations section 5.4.6.1.1 effective January 11, 2011 and as amended, as they pertain to the requirement for a public copy of bids for Public Works contracts.

2.2 Bidders are also subject to the terms, conditions, and provisions of the latest versions of Chapters 2, 12, 13 and 14 of Title 37, general laws of the State of Rhode Island, 1956, as amended, including apprentice requirements of 13-3.1 and regulations promulgated thereunder which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

2.3 In accordance with Purchasing Rules and regulations effective Jan. 11, 2011, at the time that a proposal is submitted, a bidder must also submit a redacted copy of the bid proposal in a PDF file format on a read only CD-R Media Disk (hereinafter referred to as a "CD"). Vendors are required to provide all documents submitted in response to the bid solicitation on the CD.

- a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not be accepted.
- b. Only readable, not writeable media is acceptable.
- c. Vendor is responsible for supplying their own CD-R media.
- d. Vendor is responsible for the integrity of the CD.

Failure of the bidder to submit a public copy on a readable CD as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.

ARTICLE 3 – BID BOND AMOUNT

3.1 A certified check or Bid Bond payable to the State of Rhode Island in an amount equal to Five Percent (5%) of the proposal shall be submitted with the bid if the bid price equals or exceeds \$50,000. If the price is less than \$50,000, no bid bond will be required.

ARTICLE 4 – BIDDER CERTIFICATION FORM

4.1 Bids shall be submitted on the forms included with the Bidding Documents, covered by a properly completed RI Division of Purchases certification form generated by the RI Division of Purchases website. All bidders must pre-register online to obtain this form. There is no fee for registration.

END OF DOCUMENT

Solicitation #: 33336
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

BID FORM

To: Rhode Island College
Purchasing Department, Building#5
East Campus
600 Mt. Pleasant Avenue, Providence, RI 02908

Bidder: _____
Legal name of entity

Address (street/city/state/zip)

Contact name Contact email

Contact telephone Contact fax

1. BASE BID PRICE

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

\$ _____
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

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

- **Bonds**

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

Solicitation #: 33336
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

- **Addenda**

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

All Addenda must be acknowledged.

Addendum No. 1 dated: _____

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

2. ALLOWANCES

1. Replace (400 sf) of existing interior gypsum drywall assembly and install new paint finish system and sealant joints.
Allowance price in writing: \$_____

3. UNIT PRICES

1. Foreman Hourly Rate
\$_____/hour
2. Painter Hourly Rate
\$_____/hour
3. Cost to remove damaged insulated glazing unit and replace in kind.
\$_____/sf
4. Cost to remove repoint masonry mortar joints.
\$_____/lf

Solicitation #: 33336
Solicitation Title: Rhode Island College
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4. CONTRACT TIME

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

- Start of construction: TBD
- Substantial completion: 60 days after issuance of PO
- Final completion: 30 days after Substantial Completion

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$500.00.

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

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

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

Solicitation #: 33336
Solicitation Title: Rhode Island College
Donovan Dining Exterior Window Improvements

BIDDER

Date: _____

Name of Bidder

Signature in ink

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

Bidder's Contractor Registration Number

DOCUMENT 00 43 00 – BID SECURITY FORM

Know all men by these presents, that we _____
(insert name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

(insert name and address or legal title of surety)

a corporation duly organized under the laws of the State of _____ as
Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract
Documents for Project # _____ as Obligee, hereinafter called the Obligee, in the sum of
_____ (\$ _____) for the payment of which sum
well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

(insert full name, address and description of project)

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

Signed and sealed this _____ day of _____,

Principal Title

Witness Title

Witness Surety

END OF DOCUMENT

DOCUMENT 00 45 00 – BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors, but is not a part of the Bid submission itself.

When a pre-award meeting is scheduled, the apparent low bidder may be asked to submit this form. Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00450 may disqualify that bidder from further consideration as a bidder on this Project.

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

SUBMITTED TO: Owner at Pre-Award meeting if requested.

SUBMITTED BY:

NAME: Corporation

ADDRESS: Partnership

PRINCIPAL OFFICE: Individual

Joint Venture

Other

NAME OF PROJECT:

TYPE OF WORK (file separate form for each classification of work)

TYPE OF WORK (file separate form for each classification of work)

General Construction

HVAC

Plumbing

Electrical

Other(please specify)

1. ORGANIZATION

How many years has your organization been in business as a Contractor?

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s):

Secretary's name:

Treasurer's name:

If your organization is a partnership, answer the following:

Date of organization:

Type of partnership(if applicable):

Name(s) of general partners:

If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

If the form of your organization is other than those listed above, describe it and name the principals:

2. LICENSING

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

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

3. EXPERIENCE

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

Claims and suits. (If the answer to any of the questions below is YES, please attach details)

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years?

Within the last 5 years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details).

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

State total worth of work in progress and under contract.

On a separate sheet, list the major projects your organization has completed in the past 5 years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

State average annual amount of construction work performed during the past 5 years.

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

4. REFERENCES

Trade References:

Bank References:

Surety:

Name of bonding company:

Name and address of agent:

5. FINANCING

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

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

Net fixed assets; Other assets; Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). Name and address of firm preparing attached financial statement, and date thereof:

Is the attached financial statement for the identical organization named on Page 1?

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

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

6. SIGNATURE

6.1 Dated at this day of

Name of Organization:

By:

Title:

6.2 Mr. or Ms.

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

Subscribed and sworn to before me in _____ this day of _____, 20____.

Notary Public:

(Printed Name)

(Signature)

My Commission Expires:

END OF DOCUMENT

DOCUMENT 00 52 00 – AGREEMENT FORM

Agreement made as of the date of issue of the Purchase Order for this Work.

Between the Owner:
See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

And the Contractor:
As defined in the Purchase Order.

The Project is:
See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

The Design Agent is:
See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 See GENERAL CONDITIONS, Article 1 as amended for enumeration of Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Date of Commencement of the Work shall be the issue date of the Purchase Order.

3.2 The Contract Time shall be measured from the Date of Commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work as follows: See SUPPLEMENTAL GENERAL CONDITIONS, Article 2, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.4 Liquidated Damages: See SUPPLEMENTAL GENERAL CONDITIONS, Article 3.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as shown on the Purchase Order, subject to additions and deductions as provided for in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: As per Purchase Order.

4.3 Unit prices, if any, are as follows: As per pricing noted on Bid Form, referenced in Purchase Order.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Design Agent by the Contractor and Certificates for Payment issued by the Design Agent, the Owner shall make progress payments on account of the Contract Sum to the Contractor as detailed in the General Conditions as amended, in Sections 01200 and 01201 of the Specifications, and elsewhere in the Contract Documents.

5.2 FINAL PAYMENT

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

5.2.1.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of SECTION 00700-GENERAL CONDITIONS, and to satisfy other requirements, if any, which extend beyond final payment; and

5.2.1.2 a final Certificate of Payment has been issued by the Design Agent.

5.2.2 The Owner's final payment to the Contractor, less warranty retainage, shall be made no later than (1) when the Contractor has fully performed the Work of the Contract as provided in Subparagraph 5.2.1 above, and (2) 30 days after the issuance of the Design Agent's final Certificate of Payment.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner of the Contractor as provided in Article 14 of SECTION 00700-GENERAL CONDITIONS.

6.2 The Work may be suspended by the Owner as provided in Article 14 of SECTION 00700•GENERAL CONDITIONS.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of SECTION 00700-GENERAL CONDITIONS another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due as proscribed by the State of Rhode Island Prompt Payment Act.

7.3 See Section 00710-SUPPLEMENTAL GENERAL CONDITIONS for a listing of Owner and other defined entities.

7.4 The Contractor's representative is: As stated in minutes of the Pre-Award meeting.

7.5 In the absence of an emergency, neither the Owner's nor the Contractor's representative shall be changed without 10 days written notice to the other party.

7.6 If the Contractor fails to achieve Final Completion of the Project by the time established in 00710•SUPPLEMENTAL GENERAL CONDITIONS due to inaction or negligence on the part of the Contractor or their agents, then the Owner reserves the right to complete the Work in accordance with SECTION 00700-GENERAL CONDITIONS, Paragraph 4.2- Owner's Right to Carry Out the Work.

This Agreement is entered into as of the date of the applicable Purchase Order and is assumed as executed once the Purchase Order is issued.

END OF DOCUMENT

DOCUMENT 00 60 00 – PERFORMANCE AND PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

CONSTRUCTION CONTRACT:

Date:

Amount:

Description (Name and Location):

BOND

Date(Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond('None' or 'See Last Page'):

CONTRACTOR AS PRINCIPAL

Company: (corporate seal)

SURETY

Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the

Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.5 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.6 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

4.7 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such

unrelated obligations. Not right of action shall accrue on this Bond to any person or entity other than the Owner its heirs, executors, administrators or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (corporate seal)

SURETY
Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY(Name and Address):

OWNER (Name and Address):

CONSTRUCTION CONTRACT:

Date:

Amount:

Description(Name and Location):

BOND

Date(Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond ('None' or 'See Last Page'):

CONTRACTOR AS PRINCIPAL

Company: (corporate seal)

SURETY

Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suites by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the contractor furnishing and the Owner accepting this bond, they agree that all funds earned by the contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction

in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (corporate seal)

SURETY
Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

END OF DOCUMENT

DOCUMENT 00 61 40 – WAIVER OF LIEN

RHODE ISLAND COLLEGE Waiver of Lien Form is included, following this page, as an integral part of the Contract Documents. A copy with completed information must be submitted with the second and each succeeding Application for Payment.

RHODE ISLAND COLLEGE

Construction Project Title: _____

General Contractor: _____

Subcontractor/Supplier: _____

DUNS No.: _____

Application and Certificate for Payment No: _____
(prior to Application accompanying this form)

Schedule of Values Line Item No.: _____

DESCRIPTION OF WORK Heading: _____

Total payment Received, Including Current Payment: \$ _____

The undersigned Representative of the above Subcontractor/Supplier has been contracted by the above General Contractor to furnish materials, or labor, or both, as included in the approved Schedule of Values under the Line Item No.____, and DESCRIPTION OF WORK heading indicated above, for the Construction Project listed above.

The undersigned acknowledges receipt of payment, under this Line Item No., and DESCRIPTION OF WORK heading, and hereby waives and releases any and all lien, or claim or right to lien, on the Construction Project listed above, and premises, under the statutes of the State of Rhode Island, relating to Mechanics Liens, on account of materials, or labor, or both, furnished, or which may be furnished, by the undersigned to, or on account of, the above numbered Application and Certificate for Payment.

Signed on this _____ day of _____, 20__.

(signature) (firm name)

END OF DOCUMENT

END OF DOCUMENT

DOCUMENT 00 70 00 – GENERAL CONDITIONS

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| 1. GENERAL PROVISIONS | 8. TIME |
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CONTRACT |
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ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Purchase Order including its Terms and Conditions and referenced documents, the Agreement between Owner and Contractor (hereinafter Agreement), Conditions of the Contract (General, Supplemental and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Supplemental General Conditions 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. Unless specifically referenced in the Purchase Order or Supplemental General Conditions, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements).

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. Nothing in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Design Agent and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Design Agent or (4) between any persons or entities other than the Owner and 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 services required by the Contract Documents, including all labor necessary to produce such construction, and all materials and equipment incorporated, or to be incorporated, therein. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction described in the Agreement of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or 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 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.8 ADDITIONAL DEFINITIONS

See the Supplemental General Conditions for definitions of entities to these Contract Documents, including the Owner,

Purchaser, Design Agent, Consultants and their roles, and Representatives for same. The Contractor is defined in the Purchase Order issued by RIC.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Purchase Order.
2. The Agreement.
3. Addenda, with those of a later date having precedence over those of an earlier date.
4. The General Conditions of the Contract for Construction as amended by the Supplemental General Conditions.
5. Drawings and Specifications. In the event of inconsistencies between the Drawings and Specifications not covered by 1.2.1.3 below, the Design Agent shall be consulted and shall issue a determination.

1.2.1.2 All Work mentioned in contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

1.2.1.3 In the event of a conflict or inconsistency in or among the Contract documents, or between the Contract Documents and applicable codes in effect at the time the Contract Sum is bid or negotiated, the Contractor shall, unless directed otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.

1.2.1.4 The Contractor shall refer, and shall direct all Subcontractors to refer, to all of the Drawings, including those showing primarily the Work of the Mechanical, Electrical, and other specialized trades, and to all Sections of the Specifications. with particular attention to the Sections of Division 1 - General Requirements, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

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

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 which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined or (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.4 INTERPRETATION

1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be considered as executed by the Owner and Contractor once a Purchase Order is issued.

1.5.2 Submittal of a bid 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.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Design Agent and the Design Agent's consultants, describe the Work to be executed by the Contractor. Unless the Owner fails to pay the Design Agent, the Owner shall be deemed to have a license to utilize the Drawings, Specifications and other documents for the execution of this project and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Work detailed therein. In the event the Owner is adjudged to have failed to pay the Design Agent, licensing of such Drawings, Specifications and other documents, and all rights therein, shall revert to the Design Agent and its consultants. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Agent or the Design Agent's consultants. The Drawings, Specifications and other documents prepared by the Design Agent and the Design Agent's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Design Agent. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Agent and the Design Agent's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Agent and the Design Agent's consultants. 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' copyrights or other reserved rights.

ARTICLE 2 - OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Supplemental General Conditions and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have authority to represent the Owner with respect to all matters requiring the Owner's representation. Except as otherwise provided in Subparagraph 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics, and utility locations for the site of the Project unless survey work is included in the scope of the Work. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness.

2.2.3 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, an electronic copy of Drawings and Project Manuals necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or 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 Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-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 Constructive Change Directive 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 and expenses made necessary by such default, neglect or failure.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Purchase Order for this work issued by RIC and is referred to throughout the Contract Documents as if singular in number. 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 in the Design Agent's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 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. Any errors, inconsistencies or omissions in the Contract Documents discovered by the Contractor shall be reported promptly to the Design Agent and the Owner in writing as a request for information in such form as the Design Agent or Owner may require.

3.2.2 While the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Design Agent and the Owner in writing.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Agent in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such 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 or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized, or in the exercise of ordinary care, reasonably should have recognized, such error, inconsistency, omission or difference and failed to report it in writing to the Design Agent and the Owner.

3.2.4 The Contractor shall give the Design Agent timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail to permit the proper progress of the Work.

3.2.5 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings, Specifications, or instructions from the Design Agent as provided in Subparagraph 3.2.4. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications, or instructions, the Contractor shall correct the Work incorrectly performed at the Contractor's own expense.

3.2.6 Lack of indication on the Drawings or in the Specifications of items obviously needed 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.

3.3 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

3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor, the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing or supplying the Work, or portions thereof, 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. The word "provide" shall mean furnish and install complete, including connection, unless otherwise specified.

3.4.2 The Contractor may make substitutions only in accordance with Product Substitution Requirements, Paragraph 1.06 of Section 01600 of the Specifications, with the consent of the Owner, after evaluation by the Design Agent and in accordance with a Change Order. The cost of the Design Agent's time to evaluate substitution requests not provided for in the Specifications shall be included as a part of the Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall also enforce strict adherence by the Contractor's employees and Subcontractors on site with the RIC Sexual Harassment Policies.

3.4.4 The Contractor shall not permit unlicensed persons to perform Work for which licensing is required, or to operate equipment for which licensing to operate is required by the State of Rhode Island. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Design Agent that materials and equipment furnished under the Contract will be new and of recent manufacture, unless otherwise specified, and that all Work will be of good quality, non-hazardous to physical health and to the environment, asbestos free, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications 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 or the Owner, the Contractor shall furnish evidence satisfactory to RIC as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Owner is exempt from payment of sales taxes for materials directly incorporated into the Work of this Project.

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or, negotiations concluded, and for necessary approvals, easements, assessments, and charges required for construction, use, or occupancy of permanent structures or of permanent changes in existing facilities.

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

3.7.3 While it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Design Agent and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Agent and Owner, the Contractor shall assume responsibility for correction of such Work and shall bear the costs attributable to correction.

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 All allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less

applicable trade discounts. RIC will not pay sales taxes.

.2 All Contractor's costs for unloading and handling at the site, protection, 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.

.3 The Contractor shall carry in the Contract Sum, but not in the Allowances, all Bond costs, permit and other fees, etc. contemplated for the amount of the Allowances.

.4 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 Clause 3.8.2.1 and (2) changes in Contractor's costs and other expenses under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.8.4 See Section 01200 of the Specifications as amended for listing of allowances and additional requirements.

3.9 SUPERVISOR FORM

3.9.1 See 00710 for selected form of supervisor – two are provided below. Only one will be used.

3.9.2 SUPERINTENDENT

.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 be satisfactory to the Owner. So long as the superintendent remains employed by the Contractor or any related entity, the superintendent shall not be replaced without the Owner's prior written consent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.2 The superintendent shall not work with tools, or perform actual trades Work, but shall be dedicated to the on site management of the Project. The Contractor shall provide additional staff as required for Project Management, or as may be specified in the Specifications.

3.9.3 PROJECT MANAGER AND SUPERINTENDENT

.1 The Contractor shall employ a competent Project Manager, superintendent, and necessary assistants, all of whom shall be in full-time attendance at the Project site during performance of the Work. The Project Manager shall be assigned full-time by the Contractor to Project management responsibilities, and shall not be assigned by the Contractor to assume managerial, or other responsibilities for any other project of the Contractor. The Project Manager and the superintendent shall be satisfactory to the Owner, and shall remain on-site full time, and shall be present on-site whenever the Work is in progress. So long as the Project Manager and the superintendent remain employed by the Contractor or any related entity, the Project Manager and the superintendent shall not be replaced without the Owner's prior written consent. The Project Manager and the superintendent shall represent the Contractor, and such communications as may be given to either of them shall be as binding as if given to the Contractor. Important communications shall be subsequently confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.2 The Project Manager and the superintendent shall not work with tools, or perform actual trades Work, but shall be dedicated to the on site management of the Project. The Contractor shall provide additional staff as required for Project Management, or as may be specified in the Specifications.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, within 20 working days of issue date 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 in accordance with requirements in Section 01330 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at least 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.

3.10.2 The Contractor shall prepare and keep current, for the Design Agent's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Agent reasonable time to review submittals. See Section 01330 of the Specifications for additional requirements.

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

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record 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 in accordance with Section 01780 of the Specifications.

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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Agent is subject to the limitations of Subparagraph 4.2.6. Informational submittals upon which the Design Agent is not expected to take responsive action may be so identified in the Contract Documents. Submittals which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Agent without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has 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, with prior approval of the Owner, 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 failure to catch such errors or omissions prior to giving 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 which constitute the practice of professional services required to be provided by a Design Agent 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 or approvals performed 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 Subparagraph 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 or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. See Division 1 of the Specifications for additional requirements.

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.

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

3.14.3 See Section 01700 of the Specifications for additional requirements.

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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 See Sections 01500 and 01780 for additional cleaning requirements.

3.15.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of 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 belief is promptly furnished in writing 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, Design Agent, Design Agent's consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction

of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 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 Subparagraph 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.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 DESIGN AGENT

4.1.1 The Design Agent is the person lawfully licensed to practice their profession or an entity lawfully practicing their profession identified as such in the Supplemental General Conditions and is referred to throughout the Contract Documents as if singular in number. 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 new Design Agent against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Design Agent.

4.2 DESIGN AGENT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Design Agent will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Design Agent will advise and consult with the Owner. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Design Agent, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations or as otherwise agreed by the Owner and the Design Agent (1) to become familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents.

4.2.3 Communications Facilitating Contract Administration: Except as otherwise provided in the Contract Documents, 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.

4.2.4 Based on the Design Agent's evaluations of the Work as provided in Subparagraph 4.2.2 and the data comprising 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.

4.2.5 The Design Agent will 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 Subparagraphs 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 or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.6 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 with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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 Paragraphs 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.

4.2.7 The Design Agent will prepare Change Orders and Construction Change Directives, and may, with prior approval of the Owner, authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.8 The Design Agent will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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 in accordance with Section 01780 of the Specifications, and will issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.9 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.

4.2.10 The Design Agent will initially 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. If no agreement is made concerning the time within which interpretations required of the Design Agent shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Design Agent to furnish such interpretations until 15 days after written request is made for them.

4.2.11 Initial 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 initial 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 initial interpretations or decisions so rendered in good faith.

4.2.12 The Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time 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. Claims shall be initiated by written notice and shall be expressly stated to be a claim under this Paragraph

4.3. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims: Claims by either party shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims shall be initiated by written notice to the Design Agent and the other party.

4.3.3 Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 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.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Design Agent will promptly investigate such conditions and, if 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 conditions at the site are not materially different from those indicated in the Contract Documents and do not justify changes in the terms of the Contract, the Design Agent shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such findings must be made within 21 days after the Design Agent has given notice of the finding. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the

Owner and Contractor cannot agree that the conditions are materially different or cannot agree on an adjustment in the Contract Sum or Contract Time, the matter shall be subject to further proceedings pursuant to Paragraph 4.4.

4.3.5 Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner and Design Agent. If further, or other, information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner and the Design Agent in writing. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. See Section 01200 of the Specifications for additional requirements and process instructions.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Agent, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Agent, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3. Failure to file any such Claim in accordance with this Paragraph 4.3 shall constitute a waiver thereof. See Section 01200 of the Specifications for additional requirements and process instructions.

4.3.7 Claims for Additional Time. If the Contractor wishes to make 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.

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

4.3.8 Injury or Damage to Person or Property: If either party to the Contract 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 not exceeding 21 days after discovery. The notice shall provide sufficient time to enable the other party to investigate the matter.

4.3.9 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

4.3.10 Waiver of Claims: The Contractor waives Claims against the Owner for principal office expenses including the compensation of personnel stationed there, except those directly assigned to the Project to the extent of such assignment.

4.3.11 In no event shall a Contractor have a claim for damages against the Owner, the Design Agent, or the Owner's Project Manager, on account of a delay in the commencement of the Work, and/or a hindrance, delay, or suspension of a portion thereof, whether such delay is caused by the Owner, the Design Agent, or the Owner's Project Manager, or otherwise, except as provided for under State of Rhode Island General Laws. The Contractor's sole remedy shall be extension of time to complete the project.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of the Design Agent: Claims, including those alleging an error or omission by the Design Agent but excluding those arising under Paragraphs 10.3 through 10.5, may, upon request of both the Owner and the Contractor, be referred initially to the Design Agent for a recommendation.

4.4.2 The Design Agent will review all Claims referred and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) recommend rejecting the Claim in whole or in part, (3) recommend approval of the Claim, (4) recommend a compromise, or (5) advise the parties that the Design Agent is unable to make a recommendation if the Design Agent lacks sufficient information to evaluate the merits of the Claim or if the Design Agent concludes that, in the Design Agent's sole discretion, it would be inappropriate for the Design Agent to make a recommendation.

4.4.3 In evaluating Claims, the Design Agent may, but shall not be obligated to, consult with or seek information from either party.

4.4.4 If the Design Agent requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Design Agent when the response or supporting data will be furnished or advise the Design Agent that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Design Agent will take

one of the last four (4) numbered actions contemplated in Subparagraph 4.4.2, in writing, stating the reasons therefore.

4.4.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to final resolution of the Claim.

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.3 and 9.10.4 shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.3 and 9.10.4, shall, after decision by the Design Agent or 30 days after submission of the Claim to the Design Agent, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Design Agent.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.2 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Limitation on Consolidation or Joinder: No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Design Agent, the Design Agent's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Design Agent, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

4.6.5 Claims and Timely Assertion of Claims: The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

4.6.6 Judgment on Final Award: The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

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 but not less than 60 calendar days after issuance of a Purchase Order or 30 calendar days prior to the start of that section of Work whichever is sooner, shall furnish in writing to the Owner through 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 principal portion of the Work. The Design Agent will promptly reply to the Contractor in writing stating whether or not the Owner or the Design Agent, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Design Agent to reply promptly shall constitute notice of no reasonable objection.

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 change a Subcontractor, person or entity previously selected if the Owner or Design Agent makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 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. 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 which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.3.2 In the event that the General Contractor or a sub-contractor to the General Contractor, employees independent contractors, as well as payroll labor, to discharge its responsibilities and obligations, the General Contractor acknowledges and understands that it does so, or allows its subcontractors to do so, at its own risk and that federal, state, and / or local agencies may dispute the independent contractor status and assess penalties, fines and costs should there be a determination to reclassify such workers. In that event, the General Contractor agrees that it will defend, indemnify, and hold harmless the Owner from any fines, costs, damages, claims, penalties, attorney's fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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 and performance requirements when directed to do so. 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 which 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 Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Subparagraph 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 Subparagraph 3.14.

6.3 OWNER'S RIGHT TO CLEAN UP

6.3.1 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 the Design Agent will 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 among the Owner, Contractor and Design Agent; a Construction Change Directive requires agreement by the Owner and Design Agent 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 Design Agent and signed by the Owner, Contractor and Design Agent, stating their agreement upon all of the following:

- .1 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 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

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 and Design Agent, 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 Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Agent in writing 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including any 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Design Agent on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in accordance with Clauses 7.3.9.1 through 7.3.9.6 below. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent or the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;

- .3 rental value of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 costs of permit fees, and sales, use or similar taxes related to the Work.

7.3.7 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Design Agent will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

7.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.3.9 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 6 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's, or Sub-subcontractor's, own forces, 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 6 percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$50.00 be approved without such itemization.

7.3.10 Cost as referred to throughout this Article 7, shall be limited to the following: Cost of materials, including cost of delivery; cost of labor, including Social Security, old age and unemployment insurance; fringe benefits required by agreement or custom; and rental value of tools, equipment, and machinery.

7.3.11 Overhead, as referred to in this Article 7, shall include the following: Bond premiums for cost amounts over and above the Contract Sum; insurance premiums; supervision; superintendence; wages of time keepers, watch people, and clerks; small tools; incidentals; general office expense; and other expenses not included in "Costs".

7.3.12 The amount of credit to be allowed by the Contractor to the Owner for any deletion or change that results in a net decrease in the Contract sum will be in the amount of the net cost as confirmed by the Design Agent. 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.

7.3.13 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 matter 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.

7.3.14 Refer to Section 01200 of the Specifications for additional requirements.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Design Agent will have authority, upon prior approval of the Owner, to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly

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 issuance date of the Purchase Order from RIC.

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

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

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. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

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

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 If the Contractor is materially 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 fire, unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for a reasonable time.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

9.2.1 Within 20 days of the issuance of a Purchase Order, and if necessitated by Change Orders, from time to time thereafter, the Contractor shall submit to the Design Agent and the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, when, and only when approved in writing by the Design Agent and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 See Section 01200 of the Specifications for additional requirements.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At ten days, or less, before the end of the current pay period the Contractor shall, with the Design Agent, review for accuracy an itemized draft copy of the current Application for Payment, accompanied by a current schedule of values. A formal Application for Payment cannot be approved without an accompanying schedule of values that has been approved by both the Owner and the Design Agent. The Contractor shall promptly proceed to prepare a formal Application for Payment, incorporating modifications made to the draft copy as needed. The Contractor shall then submit to the Design Agent an Application for Payment for operations completed in accordance with the most recently approved schedule of values. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or

Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 – Continuation Sheet, the Schedule of Values.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Orders.

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

9.3.1.3 Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. After the Work is 50 percent complete, Owner may pay 95 percent of the amount due on subsequent progress payments if so recommended by the Design Agent.

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 writing 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. Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at 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, to the best of the Contractor's knowledge, information and belief, 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.

9.3.4 Immediately satisfy any lien or encumbrance which because of any act or default of the Contractor is filed against the premises, and indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees, in addition, monies due under this Contract, as may be considered necessary by the Owner, may be retained by the Owner until all such suits, claims for damages, or expenses as aforesaid shall have been settled and paid.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Design Agent will, within seven days after receipt of the Contractor's Application for Payment, either review, approve, sign, and date the original Application for Payment, and copies, and deliver them to the Owner, 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 Subparagraph 9.5.1.

9.4.2 The Owner will process the approved Certificate for Payment from the Design Agent in accordance with the RI Prompt Payment Act.

9.4.3 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, to the best of the Design Agent's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject 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

9.5 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 Subparagraph 9.4.2 cannot be made. If the Design Agent is unable to certify payment in the amount of the Application, the Design Agent will notify the

Contractor and Owner as provided in Subparagraph 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, if any, 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 Subparagraph 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 another 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;
- .8 failure to maintain as current, "Record Drawings";
- .9 failure to provide filings required by Document 00200 in timely fashion;
- .10 failure to provide submittals in a timely fashion as may be specified in the Specifications; or
- .11 failure to meet requirements stipulated in Supplemental General Conditions.

9.5.2 The Owner can decide to withhold a Certificate of Payment in whole or in part, to the extent necessary for self-protection, for the same reasons described in 9.5.1 above

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

9.6 PROGRESS PAYMENTS

9.6.1 After the Design Agent and the Owner have signed and dated a Certificate for Payment, the Owner shall make payment in the manner and within the time period provided in the Contract Documents, and shall so notify the Design Agent. The specified time period provided shall start with the date of the Owner's signing of the Certificate of Payment.

9.6.1.1 The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any and all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.10.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 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 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

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

9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner.

9.7 FAILURE OF PAYMENT

9.7.1 If, through no fault of the Contractor, the Design Agent does not issue a Certificate for Payment, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the specified time period after approving the Certification for Payment, the amount certified by the Design Agent or awarded by arbitration, then the Contractor may make claim for additional payment as provided under terms of the State of Rhode Island Prompt Payment Act.

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.

9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion which 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. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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 reduce the retainage withheld, if and as provided elsewhere in the Contract Documents.

9.8.5.1 The payment shall be sufficient to maintain, or increase, the total payments to 95 percent of the Contract sum, less such amounts as the Design Agent shall determine for incomplete Work and unsettled claims.

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 Clause I 1.3.1.3 and authorized by public authorities having jurisdiction over the Work. 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 Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute

acceptance of Work not complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of 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, less the amount of Warranty Inspection Retainage, 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 Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to Design Agent in a form and substance satisfactory to the Owner (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 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 and (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. 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 promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. See Document 00710 for warranty retainage amount.

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

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

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

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 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 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 give notices and comply with applicable laws, ordinances, rules, 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.

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 Clauses 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 Clauses 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 Paragraph 3.18.

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

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 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), or other state or federally regulated hazardous substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and report the condition to the Owner in writing.

10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor 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 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, and, in the event of an objection, the specific reasons therefor. If the Contractor has a reasonable objection to a person or entity proposed by the Owner and fully complies with the next preceding sentence, the Owner shall propose another to whom the Contractor has no reasonable objection. If the absence of the material or substance is verified, Work shall immediately resume without adjustment to the Contract Time or Contract Sum. If the presence of material or substance is verified, when the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional and incurred costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.3.3 To the fullest extent permitted by law, 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 Subparagraph 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity. To the fullest extent permitted by law, the Contractor, Subcontractors, Design Agent, Design Agent's consultants and agents and employees shall indemnify and hold harmless the Owner 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 Subparagraph 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.3.4 Provisions of Subparagraph 10.3.1 and 10.3.2 cannot be employed to govern the Contractor's operations that involve the documenting and removal of indicated asbestos, polychlorinated biphenyl (PCB), or other state or federally regulated hazardous substance, as may be clearly and specifically specified under terms of this Contract.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were expressly required by the Contract Documents.

10.5 If, without negligence on the part of the Contractor or a breach of relevant provisions of the Contract Documents, the Contractor is held liable 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.

10.6 EMERGENCIES

10.6.1 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 Paragraph 4.3 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 will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's 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 which 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 Paragraph 3.18
- .9 liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 1. Premises Operation (including X, C. and U coverages as applicable).
 2. Independent Contractor's Protective.
 3. Products and completed Operations.
 4. Personal Injury Liability with Employment Exclusion deleted.
 5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 6. Owner, non-owned and hired motor vehicles.
 7. Broad Form Property Damage, including Completed Operations.
- .10 If the general liability coverages are provided by a General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy, or applicable extended reporting period shall be a minimum of five (5) years after completion of construction.

11.1.2 The insurance required by Subparagraph 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 date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 Certificates of insurance, and endorsements thereof, shall provide additional insured status to the following entities: "The Rhode Island Board of Governors for Higher Education, The University of Rhode Island, and The State of Rhode Island." The University of Rhode Island through its Risk Manager reserves the right to accept alternative forms and limits of insurance. The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

1. Workers' Compensation:
 - a. State - Statutory;
 - b. Employer's Liability - \$100,000.
2. Comprehensive General Liability (including Premises/Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury: \$1,000,000 - Each Occurrence; \$1,000,000 - Annual Aggregate.
 - b. Property Damage: \$1,000,000 - Each Occurrence; \$1,000,000 - Annual Aggregate.

- c. Products and Completed Operations to be Maintained for five (5) Years After completion of construction.
 - d. Property Damage Liability Insurance to Provide X, C. or U Coverage as Applicable.
3. Contractual Liability:
 - a. Bodily in jury: \$1,000,000 - Each Occurrence; \$1,000,000 - Annual Aggregate.
 4. Personal Injury. with Employment Exclusion Deleted:
 - a. \$1,000,000 -Annual Aggregate.
 5. Comprehensive Automobile Liability:
 - a. Bodily Injury: \$500,000 - Each person; \$1,000,000 - Each Occurrence.
 - b. Property Damage: \$500,000 - Each Occurrence.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work, and shall include those entities identified in the Supplemental General Conditions as Additional Insureds. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. 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 in accordance with the Contractor's information and belief.

11.1.3.1 The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by Subparagraphs 11.1.1, 11.1.2, and 11.1.3. If this insurance is written on a Comprehensive General Liability policy form, ACCORD Form 25S will be acceptable. The Contractor shall furnish copies of endorsement to the Owner that are subsequently issued amending coverage or limits.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Contractor shall furnish the Owner, 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 and Design Agent from any liability which might be incurred against them as a result of any operation of the Contractor or Contractor's Subcontractors or their employees. Such insurance shall be written for the same limits as the Contractor's liability insurance and shall include the same coverage

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 jurisdiction in which the Project is located, 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 Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be Completed Value. If the Owner is damaged by failure of the Contractor to maintain such insurance. then the Contractor shall bear all reasonable costs property attributed thereto.

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

11.3.1.3 Partial occupancy or use in accordance with Paragraph 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 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 Subparagraph 11.3.4 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.

11.3.3 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing these endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the contractor.

11.3.4 Waivers of Subrogation: The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, 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 Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor 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.

11.3.5 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 Subparagraph 11.3.7. 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.

11.3.6 If required in writing by a party in interest, the Contractor 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 in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. 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.

11.3.7 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 five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Contractor as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

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. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent of the Contract sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date of the Purchase Order.

11.4.1.2 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.

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 permit a copy to be made.

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 shall, if required 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 or Contract Sum.

12.1.2 If a portion of the Work has been covered which is not contrary to requirements specifically expressed in the Contract Documents and which the Design Agent has not specifically requested to examine prior to its being covered, the Design Agent and the Owner may in writing 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, 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

12.2.1.1 The Contractor shall promptly correct Work rejected by the Design Agent or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such Work, including additional testing and inspections 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 Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 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 at Contractor's expense 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 express acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If any of the Work is found to be not in accordance with the requirements of the Contract Documents during the one-year period for correction of Work, and the Owner fails to promptly thereafter notify the Contractor and give the Contractor an opportunity to make correction, the Owner waives the right to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Paragraph 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 performance 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 Paragraph 12.2.

12.2.2.4 The Contractor and the major Sub-Contractors shall meet with the Owner, if so notified by the Owner, and re-inspect the Work ten months after Substantial Completion as a follow-up procedure. Upon correction of warranty Work within a reasonable time, the Contractor shall be paid the full amount of the Warranty Inspection Retainer, withheld by the Owner.

12.2.3 The Contractor shall remove from the site portions of the Work which 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 which is not in accordance with the requirements of the Contract Documents.

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which 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

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 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 an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 to the last business 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 thereunder, 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 required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Design Agent timely notice of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded unless such test, inspections or approvals replace or modify pre-existing requirements in which event the Owner shall bear any additional costs thereof.

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 Subparagraph 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 Subparagraph 13.5.3, shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 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

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as prescribed by provisions of the State of Rhode Island Prompt Payment Act.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1 Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2 Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3 After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

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, sexual persuasion, 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, sexual persuasion, 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 non-discrimination.

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, sexual persuasion, or national origin.

13.8.1.3 The Contractor shall be a signatory to the requirements of the State of Rhode Island Equal Employment office.

13.9 PREVAILING WAGE SCALES ON PUBLIC WORKS PROJECTS

13.9.1 In accordance with Chapter 290 of the General Laws of the State of Rhode Island, 1938 as amended. 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 fines 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 they may be updated, apply to the life of this Contract. Current wage rates prevailing in the construction industry in the State of Rhode Island are available online from the RI State Department of Labor. Under no conditions shall the wages paid be less than those designated in the general classification. This Clause does not relieve the Contractor or his or her Subcontractors from respecting any other union regulations to which the Contractor ordinarily subscribes.

13.9.3 Bulletin No. 3 State Labor Laws, issued by the State of 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 wages;
- .4 posting of prevailing wage rates;
- .5 overtime compensation; and
- .6 apprenticeship programs.

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 consecutive 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 which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped.

14.1.2 The Contractor may terminate the Contract if, 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, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Design Agent, terminate the Contract and recover from the Owner payment for Work properly executed and for payment of costs directly related to Work thereafter performed by the Contractor in terminating the Contract, including reasonable demobilization and cancellation charges, proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit therefrom.

14.1.4 If all of the Work is stopped for a period of 60 consecutive 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 persistently 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 seven additional days' written notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner as provided in Subparagraph 14.1.3.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

14.2.2 When any of the above reasons exist, the Owner, upon certification by the Design Agent 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, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor an 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 Subparagraph 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 Design Agent, 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 Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

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 in accordance with the Contract Documents, and costs incurred by reason of such termination, along with reasonable overhead and profit thereon.

14.4.4 Upon a determination by a court of competent jurisdiction that termination of the Contractor pursuant to Paragraph

14.2 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to Paragraph 14.4, and the provisions of Subparagraph 14.4.3 shall apply.

ARTICLE 15 – SUPPLEMENTAL GENERAL CONDITIONS

14.1 AMENDED TERMS OF THESE CONDITIONS

14.1.1 The following Document 00710 – Supplemental General Conditions amends this section as necessary for specific project requirements and provides additional project information referenced in these General Conditions. It also includes by reference various other documents that apply to the work of this Contract.

END OF DOCUMENT

DOCUMENT 00 71 00 – SUPPLEMENTAL GENERAL CONDITIONS

TABLE OF ARTICLES

1. DEFINITION OF ENTITIES
2. TIME OF COMPLETION
3. LIQUIDATED DAMAGES
4. MBE REQUIREMENTS
5. LABOR LAWS
6. WAGE RATES
7. ADDITIONAL CONTRACT DOCUMENTS
8. BONDING REQUIREMENTS
9. PROJECT MANAGER FORM
10. OTHER REQUIREMENTS

ARTICLE 1 – DEFINITION OF ENTITIES

1.1 OWNER:

The Rhode Island Board of Governors for Higher Education, University of Rhode Island, and
the State of Rhode Island
Office of Capital Projects, Rhode Island College

1.2 PURCHASER:

Rhode Island Department of Administration, Division of Purchases
One Capitol Hill, Providence, RI 02908
Attn: _____

1.3 DESIGN AGENT:

KITE Architects, Inc.

1.4 CONSULTANTS:

N/A

1.5 PROJECT:

(Insert project name)

ARTICLE 2 – TIME OF COMPLETION

2.1 The length of time available for construction shall be # calendar days from the date of the URI Purchase Order until Substantial Completion or date certain. This is the date to which liquidated damages apply and may only be adjusted as provided for in the Contract Documents. Contractor shall be responsible for completing the submittals required for issue of a Purchase Order in a timely manner. No extension will be granted for Purchasing delays.

ARTICLE 3 – LIQUIDATED DAMAGES

3.1 The amount payable by the Contractor to the Owner in liquidated damages shall be:

\$_____ per calendar day.

ARTICLE 4 – MBE REQUIREMENTS

4.1 This project is subject to terms, conditions and provisions of the Rhode Island General Laws Chapter 37-14.1 et. Seq, and regulations promulgated there under, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises.

ARTICLE 5 – LABOR LAWS

5.1 Attention is called to a new requirement within RIGL 37 for apprenticeship training. RIGL 37-13-3.1 State public works contract apprenticeship requirements states:

“(a) Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the Apprenticeship Council of the Department of Labor and Training.”

ARTICLE 6 – WAGE RATES

6.1 Prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director. Labor rates that are revised by the Dept. of Labor during the course of this project must be utilized for succeeding work on this project.

ARTICLE 7 – ADDITIONAL CONTRACT DOCUMENTS

7.1 The following documents, bound herein following Document 00711, will apply to all of the work of this project and are hereby incorporated:

- RIC Sexual Harassment Policy
- Manual for Construction Project Safety Procedures
- Hot Work Procedure
- Managing Fire Protection System Impairment
- RIC Water System Regulations/Policies

7.2 The Purchase Order from URI for this work is also a Contract Document, including its Terms and Conditions and other documents referenced therein, such as the State PO and Bid Form from the Contractor.

ARTICLE 8 – BONDING REQUIREMENTS

8.1 100% Payment and Performance Bonds will be required for this Project. The Contractor shall furnish bonds covering the faithful performance of the Contract and Payment of all obligations arising thereunder. Bonds may be secured through a federally-listed surety company licensed to do business in the State of Rhode Island.

The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract.

The bonds should be written on the Owner's version of Performance Bond and Payment Bond, a copy of which is bound herein in Document 00610 – Performance Bond; Payment Bond, or any other form acceptable to the University. Both bonds shall be written in the full amount of the Contract Sum.

The bonds shall be dated before the date of the Contract.

The Bidder 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 9 – PROJECT MANAGER FORM

9.1 This project will use the _____ form of project management as described in paragraph _____ of the General Conditions. However, the Superintendent shall be allowed to work with tools and perform trade work.

ARTICLE 10 – OTHER REQUIREMENTS

10.1 (Insert Other project specific items, or insert “None”.)

END OF DOCUMENT

DOCUMENT 00 85 00 – PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is available linked to the web site of the State of Rhode Island Department of Administration, Division of Purchases. Contractors working on RI Prevailing Wage projects must adjust employee hourly rates every July 1 in accordance with updated Davis Bacon rates. Useful websites through which to obtain this information are as follows:

The Division of Purchases Web Site Address is:
<http://www.purchasing.ri.gov/RIVIP/Info.asp>

The link for the US Government prevailing wage tables is:
<http://www.purchasing.ri.gov/bidinfo/geninfo/geninfo.aspx>

Applicable Rhode Island labor laws may be found at:
<http://www.dlt.ri.gov/pw/>

END OF DOCUMENT

DOCUMENT 00 90 00 – ADDENDA AND MODIFICATIONS

PART 1 – GENERAL

1.1 As of the time of publication of this Project Manual, no Addenda had been issued.

1.2 Should Addenda be issued during the Bid Period, they will augment this Document and become a part of the Project Manual.

1.3 Such Addenda and Modifications when issued, with reference to the Project Manual, the General Conditions, Supplemental General Conditions, Drawings or Specifications, shall be inserted following this page and become integral parts of the Contract Documents.

END OF DOCUMENT

DOCUMENT 01 10 00 – SUMMARY

PART 1 – GENERAL

1.01 PROJECT

- A. See Supplemental General Conditions for official Project Information.
- B. The Project consists of the construction of the following types of work:

1.02 CONTRACT DESCRIPTION

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

1.03 DESCRIPTION OF WORK

- A. Window restoration
 - 1. The work shall include a complete cleaning of existing window frames, vertical and horizontal mullions on the North, East and West Faces of Donovan Dining to remove chalking, streaking, and staining due to oxidation and buildup atmospheric pollutants. After cleaning, a clear polymeric resin protective coating shall be installed on the window frames.
 - 2. Existing infill (spandrel) panels shall be entirely removed and replaced with new insulated aluminum panels.
 - 3. New gaskets and seals shall be installed after complete cleaning and installation of new infill panels is complete.
- B. South Window Wall replacement – Existing window system shall be completely removed. A new window wall shall be installed. Improvements shall include the construction of a new sill (knee) wall and limited re-roofing.
- C. Refinishing of existing sheet metal trim in areas indicated on drawings. Existing exposed steel, sheet metal flashing and trim shall be stripped of peeling paint and recoated with a new high performance coating system.
- D. Masonry Cleaning
 - 1. Complete cleaning of all masonry surfaces to remove build-up of efflorescence and atmospheric staining.
 - 2. Miscellaneous repairs to brick and concrete surfaces.

1.04 OWNER OCCUPANCY/SCHEDULE

- A. Owner intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling.
- B. Work to begin within 14 days of receipt of Purchase Order.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
 - 1. Dining Services must remain fully operational.
 - 2. Construction noise must be minimal during hours of dining hall operation.
 - 3. Odors must be contained and cannot enter the dining room, service areas, or kitchen.
 - 4. All entrances and fire exits must be maintained.
 - 5. Acceptable ambient temperature shall be maintained at all dining and fully occupied areas.
- D. During the period of March 1- May 16, 2015, Dining Services will be hosting major events on the dates listed below. Renovation activities shall be suspended on these dates.
 - 1. March 10-14, 2015
 - 2. April 11, 2015
 - 3. April 18, 2015
 - 4. May 8, 2015
 - 5. There shall be no renovation activities May 14-16, 2015 due to Commencement

6. Relocation of south offices (in preparation for work to replace south window wall) cannot occur prior to May 18, 2014.
7. Renovations that could impact the Presidents Dining Room on the Northeast corner second floor, shall be accomplished in an expedited manner once the contract has been awarded.

1.05 CONTRACTOR RESPONSIBILITIES, USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.
- B. Arrange use of site and premises to allow:
 1. Adjacent projects to progress as planned for the Owner.
 2. Use of street and adjacent properties by the Public.
 3. Continued operation of the facility.
- C. Provide access to and from site as required by law and by Owner:
 1. Maintain appropriate egress for workforce and users of the facility.
 2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.
- D. Time Restrictions:
 1. Normal work hours are 7:00am to 3:30pm. Under no circumstances can classes or business activities be interrupted. If it becomes necessary for some work to be conducted during non-operating hours it must be scheduled in advance with the Physical Plant Department.
 2. Limit conduct of especially noisy work when events are in process. Night and weekend work is allowed.
- E. The GC is required to obtain any and all required Local and State Permits and inspections.
- F. GC must have all of the equipment necessary to complete the project. No equipment, supplies, lifts, ladders, staging, etc. of any kind will be provided by the owner.
- G. GC is responsible for complying with any and all OSHA Safety Guidelines and will submit a safety Manual for approval by CCRI prior to the start of any on campus work.
- H. GC shall submit Material Safety Data Sheets for all products to be used.
- I. GC is responsible for ensuring the Public Safety during all phases of the Project. Vendor to supply any and all but not limited to safety signage, barriers, tape, safety netting, safety roof tie-offs, etc.
- J. GC shall be responsible for providing a schedule with their bid identifying how they anticipate completing the Project within specified timeframe.
- K. GC shall be responsible for all generators and or temporary lighting if work is done second and third shifts.
- L. GC shall provide at their cost all necessary trash bins and exterior waste containers. Location of any exterior waste containers must be approved in advance by the college.
- M. GC shall be responsible at all times during and at completion of the project, to ensure that construction areas are kept in a clean, safe and acceptable condition. All project debris is to be removed off site on a daily basis.
- N. GC shall provide dumpsters for all debris that are covered at the end of the day. Locations of all dumpsters are to be coordinated with the College.

1.06 ITEMS TO BE SALVAGED – Not Used

PART 2 PRODUCTS - Not Used
PART 3 EXECUTION – Not Used

END OF DOCUMENT

DOCUMENT 01 20 00 – PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Allowances.
- B. Testing and inspection allowances.
- C. Schedule of values.
- D. Applications for payment.
- E. Warranty inspection retainage.
- F. Sales tax exemption.
- G. Change procedures.
- H. Defect assessment.
- I. Unit prices.
- J. Alternates.

1.02 ALLOWANCES

- A. See General Conditions Article 3.8 for Cash Allowance provisions.
- B. Design Agent Responsibility:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order to adjust final cost.
- C. Contractor Responsibility:
 - 1. Assist Design Agent or its Consultants in selection of products, suppliers and installers.
 - 2. Obtain proposals from suppliers and installers, and offer recommendations.
 - 3. On notification on selection by Design Agent, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Schedule of Allowances: See Bid Form 00 41 00

1.03 TESTING AND INSPECTION ALLOWANCE – NOT USED

1.04 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate, one original and one copy.
- B. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds, insurance and closeout.
- C. Include in each line item, the amount of Allowances specified in this Section. For unit cost allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- D. Include separately for each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.05 APPLICATIONS FOR PAYMENT

- A. Submit invoice in format acceptable to the owner, with three copies. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal.
- B. Provide one hard copy of the updated construction schedule with each Application for Payment submission, prepared per Section 01330.
- C. Include with each monthly Application for Payment, following the first application, Certified Monthly Payroll Records with proper compliance cover sheet for the previous month's pay period. See Attachment A this section for current State and Federal requirements.

- D. Include with each monthly Application for Payment a Minority Utilization Report. Use the form provided with this Section as Attachment
- E. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the OWNER Waiver of Lien Form included in Document 00614 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- F. Substantiating Data: When the Owner or Design Agent requires additional substantiating information, submit data justifying dollar amounts in question.
- G. Payment Period: Submit at monthly intervals unless stipulated otherwise in the Supplemental General Conditions.

1.06 WARRANTY INSPECTION RETAINAGE

- A. A percentage of job cost as defined in Attachment A will be retained from Final Payment for a duration of ten months. If, after ten months, all systems including mechanical and electrical, are determined by the Owner to be properly functioning, the Warranty Inspection Retainage will be released.
- B. If, after ten months, there are found to be modifications, adjustments, or corrections necessary to be made to address any system or product malfunction, in order to fulfill specified performance or requirements of such systems or products, release of the warranty inspection retainage will be delayed until such malfunctions are rectified.
- C. If, after twelve months from the date of Final Completion, all systems have not been fully addressed, the Owner may utilize the Warranty Inspection Retainage to hire others to execute necessary modifications, adjustments, or corrections.

1.07 SALES TAX EXEMPTION

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

1.08 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Design Agent will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710.
- C. The Design Agent may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Design Agent, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01600.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Design Agent.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Design Agent may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.
- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the

- change, including timeslips signed by Owner's representative, within the time limits indicated in the Conditions of the Contract. The Design Agent will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Only Owner-representative-signed timeslips will be considered.
- I. Maintain detailed records of work done on a Time and Material basis. Submit timeslips daily for verification and sign-off by Owner's representative on-site. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
 - J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
 - K. Change Order Forms: AIA G701 Change Order.
 - L. Execution of Change Orders: The Design Agent will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
 - M. Correlation Of Contractor Submittals:
 - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise subschedules to adjust times for any other items of work affected by the change, and resubmit.
 - 2. Promptly enter changes in the Project Record Documents.

1.09 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Design Agent, it is not practical to remove and replace the Work, the Design Agent will direct an appropriate remedy or adjust payment. If so directed, the defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
- C. The defective Work will be partially repaired to the instructions of the Design Agent, and the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
- D. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.
- E. The authority of the Design Agent to assess the defect and identify a payment adjustment, is final.
- F. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.10 UNIT PRICES

- A. See Attachment A.

1.11 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Purchase Order. Coordinate related work and modify surrounding work as required.
- B. Schedule of Alternates: See Attachment A.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

DOCUMENT 01 30 00 – ADMINISTRATIVE REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Site administration, coordination and project conditions.
- B. Meetings.

1.02 SITE ADMINISTRATION

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

1.3 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements.
- B. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate the space requirements, supports and installation of the mechanical and electrical Work, which are indicated diagrammatically on the Drawings. Follow the routing shown for the pipes, ducts, and conduit, as closely as practicable; place runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion and for portions of the Work designated for the Owner's partial occupancy.
- E. After the Owner's occupancy of the premises, coordinate access to the site for correction of defective Work and the Work not in accordance with the Contract Documents to minimize disruption of the Owner's activities.

1.4 MEETINGS

- A. Schedule and administer meetings throughout the progress of the Work at weekly or other requested intervals while work is in process.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.
- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Design Agent, and Consultants as appropriate to agenda topics for each meeting.
- D. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Consultants, Owner, participants, and others affected by the decisions made.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

DOCUMENT 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Product data.
- D. Shop drawings.
- E. Samples.
- F. Test reports.
- G. Certificates.
- H. Manufacturer's instructions.
- I. Manufacturer's field reports.

1.02 SUBMITTAL PROCEDURES

A. Submit all information listed in the Master List provided in Attachment A. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in each section below. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal. Schedule submittals to expedite the Project. Coordinate the submission of related items. For each submittal, allow 15 days for review.

B. Identify all variations from the Contract Documents and any Product or system limitations which may be detrimental to a successful performance of the completed Work. When revised for resubmission, identify the changes made since the previous submission.

C. Distribute copies of the reviewed submittals as appropriate. Reproduce as necessary to inform subcontractors. Instruct the parties to promptly report any inability to comply with the Contract requirements. Produce additional copies as required for the Record Document purposes as described in Section 01780.

1.03 CONSTRUCTION PROGRESS SCHEDULES

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

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

C. Submit updated schedules with each Application for Payment, identifying changes since previous version as follows:

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

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

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

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

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

from the Design Agent. Indicate the decision dates for selection of the finishes.

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

1.04 PRODUCT DATA

A. Product Data: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.

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

C. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01780.

1.05 SHOP DRAWINGS

A. Shop Drawings: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.

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

1.06 SAMPLES

A. Samples: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.

B. Samples for Selection as Specified in Product Sections:

1. Submit to the Design Agent for aesthetic, color, or finish selection.
2. Submit samples of the finishes in the colors selected for the Design Agent's records.
3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01780.

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

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

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

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

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

1.07 TEST REPORTS

A. Submit (1) printed and (1) electronic PDF lab reports in accordance with Section 01400.

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

1.08 DESIGN DATA

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

Owner.

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

1.09 CERTIFICATES

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

B. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

1.10 MANUFACTURER'S INSTRUCTIONS

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

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

1.11 MANUFACTURER'S FIELD REPORTS

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

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

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION

DOCUMENT 01 40 00 – QUALITY REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Tolerances
- D. References.
- E. Testing and inspection services.
- F. Manufacturers' field services.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor a quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of the specified quality.
- B. Comply with all manufacturers' instructions and recommendations, including each step in sequence.
- C. When the manufacturers' instructions conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- D. Comply with the specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform the Work by persons qualified to produce the required and specified quality.
- F. Verify that field measurements are as indicated on the Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

- A. The Owner has implemented a project management oversight process and is applying it to current construction projects.
- B. An element of this oversight process is the verification that persons employed on the project site have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.
- C. Be forewarned that state resident inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.
- D. State resident inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.
- E. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

1.04 TOLERANCES

- A. Monitor the fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with the manufacturers' tolerances. When the manufacturers' tolerances conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.05 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.
- C. Obtain copies of the standards where required by the product specification Sections.
- D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- E. Neither the contractual relationships, duties, or responsibilities of the parties in the Contract, nor those of the Design Agent, shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.06 TESTING AND INSPECTION SERVICES

- A. The Contractor will submit the name of an independent firm to the Design Agent for approval by the Owner, to perform the testing and inspection services. The Contractor shall pay for all the services required in the Base Bid as described in Attachment A. Contractor shall coordinate any Owner-authorized additional testing also described in Attachment A, to be paid for from Testing Allowance.
- B. The independent firm will perform the tests, inspections and other services specified in the individual specification Sections and as required by the Design Agent or its Consultants.
 - 1. Laboratory: Authorized to operate in the location in which the Project is located.
 - 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. Reports will be submitted by the independent firm to the Design Agent, the Consultant for that trade, and the Contractor, in duplicate, indicating the observations and results of tests and indicating the compliance or non-compliance with Contract Documents. Testing and employment of the testing agency or laboratory shall not relieve the Contractor of an obligation to perform the Work in accordance with the requirements of the Contract Documents.
- D. Re-testing or re-inspection required because of a non-conformance to the specified requirements shall be performed by the same independent firm on instructions by the Design Agent or its Consultant. Payment for the re-testing or re-inspection will be charged to the Contractor by deducting the testing charges from the Contract Sum.

1.08 MANUFACTURERS' FIELD SERVICES

- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

DOCUMENT 01 60 00 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

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

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, fixtures, or systems forming the Work; but does not include the machinery or equipment used for the preparation, fabrication, conveying, or erection of the Work. Products may include the existing materials or components required or specified for reuse.
- B. Furnish products of qualified manufacturers suitable for the intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- C. Do not use materials and equipment removed from the existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable components of the same manufacturer for the components being replaced.

1.03 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with the manufacturer's instructions.
- B. Promptly inspect shipments to ensure that the products comply with the requirements, the quantities are correct, and the products are undamaged.
- C. Provide equipment and personnel to handle the products by methods to prevent soiling, disfigurement, or damage.

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- D. For exterior storage of fabricated products, place on sloped supports above the ground.
- E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

1.05 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of one of the manufacturers named and meeting the specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions:
- D. Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.06 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. Substitutions may be considered after the bid only in the following circumstances:

1. when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable. Provide cost change documentation.
 2. there is a significant cost savings offered to the Owner. Provide price comparison of both bid and offered substitution products as well as all collateral costs of the change.
 3. Code changes or site conditions require a different item from that bid. Submit as for 2 above.
- C. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
- D. A request constitutes a representation that the Bidder:
1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same warranty for the Substitution as for the specified Product.
 3. Will coordinate the installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner, including redesign.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse the Owner and the Design Agent for review or redesign services, including those associated with re-approval by the authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on the Shop Drawing or Product Data submittals, without a separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure, If Permitted Following Contract Award:
1. Submit three copies of a request for Substitution for consideration, no later than 20 working days following date of receipt of the Purchase Order for this Contract. Limit each request to one proposed Substitution.
 2. Submit the Shop Drawings, Product Data, and the certified test results attesting to the proposed product equivalence. The burden of proof is on the proposer.
 3. The Design Agent will notify the Contractor in writing of a decision to accept or reject the request. Costs for review time on unsuccessful requests will be included in the next change order.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

DOCUMENT 01 70 00 – EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Protection of adjacent construction.
- D. Cutting and patching.

1.02 EXAMINATION

A. Acceptance of Conditions:

1. Verify that existing applicable site conditions, substrates, or substrate surfaces are acceptable or meet specific requirements of individual specifications Sections, for subsequent Work to proceed.
2. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
3. Examine and verify specific conditions described in individual specifications Sections.
4. Verify that utility services are available, of correct characteristics, and in correct locations.
5. Beginning of new Work, that relies upon the quality and proper execution of Work of a preceding trade, means acceptance of that preceding Work as appropriate for the proper execution of subsequent Work.
6. Acceptance of preceding Work that can be shown later to have adversely affected proper performance of new Work may result in removal and repeat performance of all Work involved at no cost to the Owner.

1.03 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply substrate primer, sealer, or conditioner, required or recommended by manufacturer, prior to applying any new material or substance in contact or bond.
- D. Prior to the application, installation, or erection of any products and product components, perform any other preparatory operations, or surface or substrate modifications, as may be specified or directed by product manufacturers.

1.04 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.
- C. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner.
- D. Prohibit unnecessary traffic from existing landscaped areas.
- E. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of, the University's Associate Director of Lands and Grounds.

1.05 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 1. Structural integrity of element.
 2. Integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight-exposed elements.
 5. Existing construction, or Work of separate contractor.

- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

- E. Restore Work with new Products in accordance with requirements of Contract Documents.

- F. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.

- G. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.

Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.

- I. See General Conditions for additional requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

DOCUMENT 01 78 00 – CLOSEOUT REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Owner's Manuals
- C. Materials and finishes manuals.
- D. Product warranties and product bonds.

1.02 CLOSEOUT PROCEDURES

- A. Provide submittals to Design Agent that are required by governing or other authorities.
- B. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.03 OWNER'S MANUALS

- A. Submit the data for Operations and Maintenance, Materials and Finishes, and Equipment and Systems Manuals bound in 8-1/2 x 11 inch text pages, in minimum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder. Label each spine with the following: Building, project or facility name, project number, submission date.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Submit two copies of a preliminary draft of the proposed formats and outline of the contents before the start of work. The Design Agent and its consultants will review drafts and return one copy with comments.
- F. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

1.04 MATERIALS AND FINISHES MANUALS

- A. Building Products, Applied Materials, and Finishes: Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for reordering custom manufactured products.
- B. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in the individual product specification Sections.
- E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

1.05 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.
- B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers.
- C. Verify that the documents are in the proper form, contain full information, and are notarized.
- D. Co-execute the submittals when required.
- E. Include in the Operations and Maintenance Manuals within the appropriate material specification section.
- F. Submit prior to the final Application for Payment. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF DOCUMENT

SECTION 04 01 00 - MAINTENANCE OF MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Chemical cleaning of all exterior concrete, masonry and EIFS surfaces.
- B. Repointing mortar joints.
- C. Sealants

1.02 RELATED REQUIREMENTS

- A. Section 07 90 05 - Joint Sealants
- B. Section 09 96 00 - High-Performance Coatings

1.03 REFERENCE STANDARDS

- A. ACI 530/530.1/ERTA - Building Code Requirements and Specification for Masonry Structures; American Concrete Institute International; 2009.
- B. IMIAWC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- C. IMIAWC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

1.04 DEFINITIONS

- A. Low-Pressure Spray: 100 to 400 psi (690 to 2750 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- B. Medium-Pressure Spray: 400 to 800 psi (2750 to 5500 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).
- C. High-Pressure Spray: 800 to 1200 psi (5500 to 8250 kPa); 4 to 6 gpm (0.25 to 0.4 L/s).

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
 - 1. Require attendance of parties directly affecting work of this section.
 - 2. Review conditions of installation, installation procedures, and coordination with related work.

1.06 SUBMITTALS

- A. Product Data: Provide data on cleaning compounds.
- B. Cleaning Program: Describe cleaning process in detail, including materials, methods, and equipment to be used and protection of surrounding materials on building and Project site, and control of runoff during operations.
 - 1. If materials and methods other than those indicated are proposed for cleaning work, provide a written description, including evidence of successful use on comparable projects, and a testing program to demonstrate their effectiveness for this Project

1.07 MOCK-UP

- A. Prepare mockups of restoration and cleaning as follows to demonstrate aesthetic effects and qualities of materials and execution. Prepare mockups on existing walls under same weather conditions to be expected during remainder of the Work.
 - 1. Test cleaners and methods on samples of adjacent materials for possible adverse reactions unless cleaners and methods are known to have deleterious effect.
 - 2. Allow a waiting period of not less than seven days after completion of sample cleaning to permit a study of sample panels for negative reactions.
 - 3. Approved mock-ups may remain as part of the work.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.

- B. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.
- C. Salvage existing clay tile removed from demolished sections; stockpile on-site for incorporation into project.

1.09 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F (5 degrees C) prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Acceptable Products: Basis of Design is listed to establish acceptable performance characteristics and criteria and shall not be construed to exclude equivalent products by other manufacturers.
- B. Water: Potable
- C. Restoration and Cleaning Chemicals:
 - 1. General-Purpose Biological and Atmospheric Stain Removal:
 - a. General purpose cleaner for removal of atmospheric soiling, subsurface staining
 - b. Basis of Design: PROSOCO; Enviro Klean BioKlean & Activator, www.prosoco.com
 - 2. Neutralizer Afterwash
 - a. Organic acid cleaning compound for neutralization of alkaline prewashes on masonry surfaces.
 - b. Basis of Design: PROSOCO; Sure Klean Limestone and Masonry Afterwash.
 - 3. Selective Removal of Atmospheric and Oxidation Staining on Masonry Surfaces:
 - a. Cleaner for removal of stubborn biological and atmospheric soiling, and subsurface staining on masonry surfaces.
 - b. Basis of Design: PROSOCO; Sure Klean Light Duty Restoration Cleaner
 - 4. Selective Removal of Atmospheric and Oxidation Staining on EIFS Surfaces:
 - a. Cleaner for removal of stubborn biological and atmospheric soiling, and subsurface staining on EIFS surfaces.
 - b. Basis of Design: PROSOCO; Sure Klean Light Duty Concrete Cleaner
 - 5. Efflorescence Removal:
 - a. General purpose, nonetching acidic cleaner for use on areas of efflorescence.
 - b. Basis of Design: PROSOCO; Light Duty Concrete Cleaner.
 - 6. Paint Removal:
 - a. Solvent designed for removal of paint, graffiti and clear coatings.
 - b. Basis of Design: PROSOCO; Enviro Klean Safety Peel 1

2.02 MORTAR MATERIALS

- A. Conform to requirements of Section 04 05 11.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces to be cleaned and repointed are ready for work of this section.

3.02 PREPARATION

- A. Protect surrounding elements from damage due to restoration procedures.
- B. Sequence work to avoid damage to new work in place.
- C. Carefully remove and store removable items located in areas to be restored, including fixtures, fittings, finish hardware, and accessories.
- D. Separate areas to be protected from restoration areas using means adequate to prevent damage.
- E. Cover existing landscaping with tarpaulins or similar covers.

- F. Mask immediately adjacent surfaces with material that will withstand cleaning and restoration procedures.
- G. Close off adjacent occupied areas with dust proof and weatherproof partitions.
- H. When using cleaning methods that involve water or other liquids, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.
 - 1. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
 - 2. Dispose of runoff from cleaning operations by legal means and in a manner that prevents soil erosion, undermining of paving and foundations, damage to landscaping, and water penetration into building interiors.
- I. Comply with chemical cleaner manufacturer's written instructions for protecting building and other surfaces against damage from exposure to its products. Prevent chemical cleaning solutions from coming into contact with pedestrians, motor vehicles, landscaping, buildings, and other surfaces that could be harmed by such contact.
 - 1. Apply masking agents to comply with manufacturer's written instructions. Do not apply liquid masking agent to painted or porous surfaces. When no longer needed, promptly remove masking to prevent adhesive staining.
 - 2. Keep wall wet below area being cleaned to prevent streaking from runoff.
 - 3. Do not clean masonry during winds of sufficient force to spread cleaning solutions to unprotected surfaces.

3.03 CUTTING OUT OF MORTAR JOINTS AND REPOINTING

- A. Where directed, cut out all mortar joints to 1/2 depth. or more to sound mortar. Do not exceed depth of existing block flanges.
- B. Utilize mechanical systems to control air borne dust is required.
- C. Do not damage masonry units; no mechanical cutting will be allowed that will damage existing blocks.
- D. Remaining mortar may be chisled by hand to provide a clean surface for repointing. Care must be taken not to damage the face of the blocks.
- E. When cutting is complete, remove dust and loose material prior to repointing.
- F. Premoisten joint Apply mortar. Pack tightly in maximum 3/8 inch (____ mm) layers. Form a smooth, compact concave joint .
- G. Immediately before re-pointing, the area to be pointed shall be pre-wet until the surface stays damp to limit the suction of moisture from the pointing mortar.
- H. New mortar shall be fully compacted into the joints to obtain a full bond between the mortar and the clay blocks. Mortar shall not be excessively wet. Mortar shall be tooled and brushed to match the approved sample panel.
- I. Upon completion of the re-pointing that has set and is cured, the exterior masonry shall be washed down to remove haze with Proseco Vana Trol Acid Solution.
 - 1. Recommended dilution is 6 parts water to 1 part Vana Trol applied with low pressure sprayer then brushed in with a soft bristle brush.
 - 2. Rinse with low pressure then follow with medium pressure cleaning. Pressure and flow rates shall be per manufacturer's recommendations and data sheets.

3.04 CLEANING OF EXISTING MASONRY AND CAST-IN-PLACE CONCRETE

- A. Perform each cleaning method indicated in a manner that results in uniform coverage of all surfaces, including corners, moldings, and interstices, and that produces an even effect without streaking or damaging masonry surfaces.
- B. Treatment Level 1: Paint & Graffiti Removal.
 - 1. Remove graffiti with PROSOCO Enviro Klean Safety Peel 1
- C. Treatment Level 2: Biological & Atmospheric Stain Removal on Masonry and EIFS.
 - 1. Treat all masonry, concrete and EIFS surfaces with PROSOCO Enviro Klean BioKlean Cleaner and Activator to remove biological and atmospheric staining on all vertical and horizontal surfaces.
 - 2. Apply PROSOCO Limestone & Masonry Afterwash to neutralize cleaner and activator wash. Note: EIFS surfaces should not be exposed to full concentration of afterwash. Thoroughly rinse EIFS surfaces with water during and after application of afterwash to masonry surfaces as required to minimize concentration of afterwash on EIFS surfaces.
- D. Treatment Level 3A: Selective Cleaning of Atmospheric Soiling and Staining on Masonry Surfaces

1. Pre-wet exterior masonry walls and concrete with clean water.
 2. Treat all exterior masonry and concrete surfaces with PROSOCO Sure Klean Light Duty Restoration Cleaner to remove atmospheric soiling and staining not removed by Treatment Level 2.
- E. Treatment Level 3B: Selective Cleaning of Atmospheric Soiling and Staining on EIFS.
1. Treat stained EIFS surfaces with PROSOCO Sure Klean Light Duty Concrete Cleaner to remove atmospheric soiling and staining not removed by Treatment Level 2.
- F. Treatment Level 4: Selective Cleaning of Efflorescence
1. Treat efflorescence build up with PROSOCO Sure Klean Light Duty Concrete Cleaner to remove atmospheric soiling and staining not removed by earlier treatment levels.
- G. Chemical Cleaner Application Methods: Apply chemical cleaners to masonry surfaces to comply with chemical cleaner manufacturer's written instructions; use brush or spray application methods, at Contractor's option. Do not spray apply at pressures exceeding 50 psi (345 kPa). Do not allow chemicals to remain on surface for periods longer than those indicated or recommended by manufacturer.
- H. Rinse off chemical residue by working upward from bottom to top of each treated area at each stage or scaffold setting. Periodically during each rinse, test pH of rinse water running off of cleaned area to determine that chemical cleaner is completely removed.
1. Apply neutralizing agent and repeat rinse, if necessary, to produce tested pH of between 6.7 and 7.5.
- I. Water Spray Applications:
1. Unless otherwise indicated, hold spray nozzle at least 6 inches (150 mm) from surface of masonry and apply water in horizontal back and forth sweeping motion, overlapping previous strokes to produce uniform coverage
 2. Rinse at low pressure then follow up with medium pressure cleaning. Repeat as necessary to achieve final results
 - a. Acceptable results shall be established by comparison to mock-up panel in place.
 - b. Pressures and flow rates shall be as indicated in manufacturer's data sheets and recommendations.
- J. After cleaning is complete, remove protection no longer required. Remove tape and adhesive marks.

3.05 SEALANTS

- A. Remove all deteriorated or damaged sealants and backing materials and replace with new low-modulus, one component, polyurethane sealant (Tremco Dymonic FC or approved equivalent) Provide backer rod and accessories as required by manufacturer for maximum joint performance.

END OF SECTION

SECTION 05 40 00 - COLD-FORMED METAL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Formed steel stud exterior wall and interior wall framing.
- B. Exterior wall sheathing.

1.02 REFERENCE STANDARDS

- A. AISI SG02-1 - North American Specification for the Design of Cold-Formed Steel Structural Members; American Iron and Steel Institute; 2001 with 2004 supplement. (replaced SG-971)
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2011.
- D. ASTM C955 - Standard Specification for Load-Bearing (Transverse and Axial) Steel Studs, Runners (Tracks), and Bracing or Bridging for Screw Application of Gypsum Panel Products and Metal Plaster Bases; 2011c.
- E. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2008.
- F. AWS D1.1/D1.1M - Structural Welding Code - Steel; American Welding Society; 2010.
- G. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); Society for Protective Coatings; 2002 (Ed. 2004).

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with work of other sections that is to be installed in or adjacent to the metal framing system, including but not limited to structural anchors, cladding anchors, utilities, insulation, and firestopping.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on standard framing members; describe materials and finish, product criteria, limitations .
- C. Product Data: Provide manufacturer's data on factory-made framing connectors, showing compliance with requirements.
- D. Shop Drawings: Indicate component details, framed openings, bearing, anchorage, loading, welds, and type and location of fasteners, and accessories or items required of related work.
 - 1. Describe method for securing studs to tracks and for bolted framing connections.
 - 2. Provide design engineer's stamp on shop drawings.
- E. Manufacturer's Installation Instructions: Indicate special procedures, conditions requiring special attention .

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Design framing system under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, and with minimum three years of documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years of experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Framing:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.

2. Marino: www.marinoware.com.
- B. Framing Connectors and Accessories:

2.02 FRAMING SYSTEM

- A. Provide primary and secondary framing members, bridging, bracing, plates, gussets, clips, fittings, reinforcement, and fastenings as required to provide a complete framing system.
- B. Design Criteria: Provide completed framing system having the following characteristics:
 1. Design: Calculate structural characteristics of cold-formed steel framing members according to AISI North American Specification for the Design of Cold-Formed Steel Structural Members.
 2. Structural Performance: Design, engineer, fabricate, and erect to withstand specified design loads for project conditions within required limits.
 3. Design Loads: In accordance with applicable codes.
 4. Live load deflection meeting the following, unless otherwise indicated:
 5. Able to tolerate movement of components without damage, failure of joint seals, undue stress on fasteners, or other detrimental effects when subject to seasonal or cyclic day/night temperature ranges.
 6. Able to accommodate construction tolerances, deflection of building structural members, and clearances of intended openings.

2.03 FRAMING MATERIALS

- A. Studs and Track: ASTM C955; studs formed to channel, "C", or "Sigma" shape with punched web; U-shaped track in matching nominal width and compatible height.
 1. Gage and depth: As required to meet specified performance levels.
 2. Galvanized in accordance with ASTM A653/A653M G90/Z275 coating.
- B. Framing Connectors: Factory-made, formed steel sheet.
 1. Material: ASTM A653/A653M SS Grade 33 and 40 (minimum), with G90/Z275 hot dipped galvanized coating for thicknesses less than 10 gage (0.118 inch) (3 mm), and factory punched holes and slots.
 2. Structural Performance: Maintain load and movement capacity required by applicable code, when evaluated in accordance with AISI North American Specification for the Design of Cold Formed Steel Structural Members.
 3. Movement Connections: Provide mechanical anchorage devices that accommodate movement using slotted holes, shouldered screws or screws and anti-friction or stepped bushings, while maintaining structural performance of framing. Provide movement connections where indicated on drawings.
 - a. Where continuous studs bypass elevated floor slab, connect stud to slab in manner allowing vertical and horizontal movement of slab without affecting studs; allow for minimum movement of 1/2 inch (13 mm).
 - b. Where top of stud wall terminates below structural floor or roof, connect studs to structure in manner allowing vertical and horizontal movement of slab without affecting studs; allow for minimum movement of 1/2 inch (13 mm).
 - c. Provide top track with long leg track and head of wall movement connectors; minimum track length of 12 feet (3660 mm).
 4. Fixed Connections: Provide non-movement connections for tie-down to foundation, floor-to-floor tie-down, roof-to-wall tie-down, joist hangers, gusset plates, and stiffeners.
 5. Wall Stud Bridging Connections: Provide mechanical load-transferring devices that accommodate wind load torsion and weak axis buckling induced by axial compression loads. Provide bridging connections where indicated on the drawings.

2.04 WALL SHEATHING

- A. Wall Sheathing: Glass mat faced gypsum; ASTM C1177/C1177M, square long edges, 5/8 inch Type X fire-resistant (16 mm Type X fire-resistant).

2.05 ACCESSORIES

- A. Touch-Up Primer for Galvanized Surfaces: SSPC-Paint 20, Type I - Inorganic, complying with VOC limitations of authorities having jurisdiction.

2.06 FASTENERS

- A. Self-Drilling, Self-Tapping Screws, Bolts, Nuts and Washers: Hot dip galvanized per ASTM A153/A153M.
- B. Anchorage Devices: Powder actuated.
- C. Welding: In conformance with AWS D1.1.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate surfaces are ready to receive work.
- B. Verify field measurements and adjust installation as required.

3.02 INSTALLATION OF STUDS

- A. Install components in accordance with manufacturers' instructions and ASTM C1007 requirements.
- B. Align floor and ceiling tracks; locate to wall layout. Secure in place with fasteners at maximum 24 inches (600 mm) on center. Coordinate installation of sealant with floor and ceiling tracks.
- C. Place studs at 16 inches (400 mm) on center; not more than 2 inches (50 mm) from abutting walls and at each side of openings. Connect studs to tracks using clip and tie method.
- D. Construct corners using minimum of three studs. Install double studs at wall openings, door and window jambs.
- E. Install load bearing studs full length in one piece. Splicing of studs is not permitted.
- F. Install load bearing studs, brace, and reinforce to develop full strength and achieve design requirements.
- G. Coordinate placement of insulation in multiple stud spaces made inaccessible after erection.
- H. Install intermediate studs above and below openings to align with wall stud spacing.
- I. Provide deflection allowance in stud track, directly below horizontal building framing at non-load bearing framing.
- J. Attach cross studs to studs for attachment of fixtures anchored to walls.
- K. Install framing between studs for attachment of mechanical and electrical items, and to prevent stud rotation.
- L. Touch-up field welds and damaged galvanized surfaces with primer.

3.03 WALL SHEATHING

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using self-tapping screws.
 - 1. Use plywood or other acceptable structural panels at building corners, for not less than 96 inches (2440 mm), measured horizontally.
 - 2. Provide steel diagonal bracing at corners.

END OF SECTION

SECTION 05 90 00 - CLEANING AND RESTORATION OF ARCHITECTURAL ANODIZED ALUMINUM

PART 1 - GENERAL

1.01 SUMMARY

- A. A. Work on this project shall consist of, but is not limited to, the following:
 - 1. Clean and treat all exposed anodized window wall framing to be free of atmospheric soiling, staining, surface deposits and other contaminants that can effectively be removed by detergent cleaning and the manual abrasive treatment method. The cleaning process shall not adversely effect or damage the existing anodized finish.
 - 2. Surface Protectant - Install clear polymeric resin protectant coating to the properly cleaned aluminum finish, on areas indicated on the drawings.
 - 3. High Performance Finishes - Install high performance coating system per Section 09 96 00 - High Performance Coatings, on areas indicated on the drawings.
 - 4. The work consist of manual cleaning, surface protectant application or high performance finish system in accordance with the details, specifications, manufacture's recommendations, good workmanship and industry standards.
- B. B. Related Sections include following:
 - 1. 1. Section 07 90 05 - Joint Sealer
 - 2. 2. Section 09 96 00 - High Performance Coatings

1.02 REFERENCES

- A. Industry Standards Reference: The work shall be performed in accordance with American Architectural Manufacturers Association Publication No. AAMA 609-93 -Voluntary Guide Specification for - CLEANING AND MAINTENANCE OF ARCHITECTURAL ANODIZED ALUMINUM, unless specifically agreed to otherwise.

1.03 SUBMITTALS

- A. Submit to the Architect the following:
 - 1. Manufacturer's literature for each product proposed for use.
 - 2. Physical samples for each product proposed for use including:
 - a. Cleaning detergents
 - b. Abrasive powders
 - c. Abrasive cleaning pads
 - d. Clean-up solvent
 - e. Other cleaning/abrasive products

1.04 FIELD MOCKUPS

- A. Install sample in area indicated on drawings.
- B. The sample area when approved by the Architect for quality, material and workmanship, will become the standard for the duration of the project.
- C. No work will be performed on the building until the above specified sample is performed by the Contractor and is accepted by the Architect or owner's representative.

1.05 QUALITY ASSURANCE

- A. The Contractors means, methods and materials shall be submitted with the bid documents and shall be subject to the acceptance of the Architect and Owner.
- B. All materials shall be used and applied according to manufactures instructions and specifications.

1.06 QUALIFICATIONS

- A. Contractor: Must have a minimum of ten (10) years of experience with a successful record in the restoration of weathered architectural aluminum window systems with references acceptable to the owner and architect.
- B. Contractors Field Technicians: Trained and skilled employees with have proven experience in work typical of this project and acceptable to the Architect and Owner.

- C. Manufacturer: Must have a minimum of ten (10) years of experience manufacturing products that have demonstrated proven field performance as those specified herein.
- D. Other proposed contractors for the work of this section must submit a successful record of completion for projects of the same scale and nature, including the type of coating system specified herein, to be considered qualified for approval.
- E. Proposed specialty contractors for the work of this section must be submitted for approval to the Architect not less than five (5) days business days before the bids due date.
- F. Prior to award of contract, the contractor proposed for the work of this section will, upon request, give an oral technical presentation to include the following topics:
- G. Review of qualifications for company and personnel
 - 1. Describe jobs of similar size and type completed in recent years
 - 2. Describe process and order that tasks would be performed
 - 3. Describe how rigging would be used with safety precautions
 - 4. Describe precaution taken to prevent adverse effects caused by the work to façade surfaces
 - 5. Describe precautions taken to protect personnel, vehicles and vegetation below
 - 6. Describe the chemicals proposed for use and how they will be used and stored
 - 7. Describe approach for getting the work done within the time frame specified and the effect of weather on the work
 - 8. Describe the level of supervision that will be on the job
 - 9. Describe other considerations related to surface treatment now and the effects on maintenance schedules in the future
 - 10. Respond to Q & A

1.07 PRODUCT DELIVERY, HANDLING AND STORAGE

- A. All materials shall be delivered to the job site in manufacturer's sealed packaging, properly labeled with product and manufacturer's name, lot number, safety and clean-up instructions and stored in an enclosed shelter providing protection from damage and exposure to the elements. Damaged or deteriorated materials shall be removed from the premises.
- B. All materials received at the site shall be unloaded with care and handled to avoid any damage or contamination of the materials.
- C. All materials shall be stored, covered and protected from the weather in strict accordance with the manufacturer's recommendations. The Owner shall approve the location for storage for all materials stored on-site.
- D. All materials shall be removed from the work area and stored properly at the end of each day.

1.08 WARRANTY

- A. The Contractor shall warrant that the surface protectant will not peel, chip or flake and will remain bonded to the substrate for three years from the date of initial application.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Refer to American Architectural Manufacturers Association Publication No. AAMA 609-93 -Voluntary Guide Specification for - CLEANING AND MAINTENANCE OF ARCHITECTURAL ANODIZED ALUMINUM
- B. Mild detergent-liquid or powder, non-etching, diluted and mixed with potable water
- C. Non-abrasive scrub brushes or sponges
- D. 3M-ScotchBrite Cleaning pads as recommended by manufacturer
- E. VOC compliant clean-up agents
- F. Power tools are not permitted without prior approval.
- G. Surface Protectant - Clear polymeric resin coating
 - 1. Products:
 - a. ProtectaClear Satin, Manufactured by Everbrite, Inc. 3300 Monier Circle, Suite 150, Rancho Cordova, CA 95742.

- b. Nyalic, Manufactured by HBI, Inc. 114 Airport Business Court, Jasper GA 30143.
- c. Substitutions: See Section 01 60 00 - Product Requirements.

PART 3 - EXECUTION

3.01 REMOVAL OF LIGHT SURFACE SOIL

- A. Begin cleaning by rinsing an area the width of the stage or scaffolding with forceful water spray to flush the surface and dislodge soil.
- B. Clean the surface with a non-abrasive brush or sponge and use a water spray on the surface while brushing or sponging.
- C. Following the above cleaning, where soil remains adhered to the surface, use a mild detergent cleaner with a brush or sponge using uniform pressure in the direction of the grain in the metal. Rinse the surface thoroughly by spraying with clean water and thoroughly dry. Do not allow cleaner to dry on surface before water rinsing.
- D. Brushing, scrubbing, towel wiping and/or sponging the entire surface is necessary to provide a uniform finish.
- E. While water rinsing, avoid run-down of cleaner/rinse water and pooling of cleaner on horizontal areas below. Continue rinsing and drying to prevent staining of areas below the surface being treated.

3.02 REMOVAL OF HEAVY SOIL, SURFACE DISCOLORATION /DEPOSITS OF METAL OXIDES

- A. In locations where surface soil remains after following the above procedures, utilize abrasive materials that are compatible and nondestructive to the anodized finish by:
 - 1. Follow step 3.1 A. above and dry the surface.
 - 2. Using a suitable palm sized abrasive pad, scrub the area with clean water or a mild detergent cleaning agent in a uniform manner being careful to follow the grain of the metal to remove the surface deposits and achieve a smooth surface.
 - 3. Rinse the surface thoroughly by spraying with clean water and then sponge thoroughly dry via lint-free towel, squeegee or chamois. Do not allow cleaner to dry on surface before water rinsing.
 - 4. Inspect the surface after drying to determine if it is necessary to repeat the above process.
 - 5. Tenacious deposits/stains can be treated with a combination of the above abrasive pad and a carefully selected pumice powder such as grade 000.
 - 6. Repeat 3.1 A. 2 and 3 above if step 5 is deemed necessary and likely to improve the visual appearance of the area.
- B. Care must be taken to avoid damaging the finish by over-scrubbing. The above detailed cleaning process is designed to correct and improve conditions without damaging the anodized finish. Areas with conditions such as deeply etched stains as well as advanced and widespread pitting cannot be corrected by cleaning and scrubbing. These locations have suffered irreparable damage. Existing surfaces deteriorated as such should only be cleaned and not more than lightly abraded. Further abrasive cleaning will only expose more raw aluminum that has no corrosion resistance due to loss of the original anodic protective layer.
- C. Rinse with water and dry all adjacent surfaces affected by the restoration process including windows, spandrel glass, sealant joints, horizontal surfaces etc.
- D. Use appropriate cleaning solvents with extreme care to remove contaminants that are not water-soluble. CAUTION: Solvents can be toxic and flammable. Follow all safety precautions in accordance with product Material Safety Data Sheets to avoid injury to workers and fire hazards

3.03 APPLICATION OF SURFACE PROTECTANT

- A. After the substrate is thoroughly cleaned and dry, apply the surface protectant to all exposed anodized architectural window wall systems on elevations indicated on drawings.
- B. Carefully follow all manufactures instructions required for proper surface conditions and application.
- C. Do not apply protectant when conditions are not favorable due to moisture, temperatures outside of recommended high/low ranges etc.
- D. For application around windows, doors, entrances, extruded shapes and irregular surfaces a soft lint-free cloth folded into a pad-like shape. Wet the cloth thoroughly with the material and wring out excess. Fold the damp towel (not dripping wet) and wipe briskly with uniform pressure. Always wipe in a uniform, single-direction pattern from top to bottom or left to right following the grain.

- E. Do not permit puddles or accumulation of protectant on the horizontal surfaces.
- F. Utilize an applicator tool that spans the entire panel width to avoid overlap marks.
- G. Apply uniform edge pressure on the top of the panel moving in on the vertical stroke to the extreme bottom to provide a uniformly "wet" surface without runs, sags, drips or streaks.
- H. For locations that are not accessible or efficient for the applicator tool (narrow or irregular configured shapes, corners, edges, etc.) these surfaces should be coated using the folded lint-free cloth method by hand.
- I. CAUTION: Follow all safety precautions in accordance with product Material Safety Data Sheets to avoid injury to workers and fire hazards.
- J. During application, cleanup and remove excess protectant from adjacent surfaces

END OF SECTION

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-structural dimension lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Sheathing.
- D. Preservative treated wood materials.
- E. Miscellaneous framing and sheathing.
- F. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Sill flashings.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2008.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood; American Wood Protection Association; 2010.
- D. PS 1 - Structural Plywood; 2009.
- E. PS 20 - American Softwood Lumber Standard; National Institute of Standards and Technology (Department of Commerce); 2005.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
 - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee (www.alsc.org) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.
- C. Provide sustainably harvested wood; see Section 01 60 00 for requirements.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm)):
 - 1. Species: Any allowed under referenced grading rules.
 - 2. Grade: No. 2.

- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with the ground, Use Category UC3b for exterior construction not in contact with the ground, and Use Category UC4a for items in contact with the ground.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or that does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.

2.04 CONSTRUCTION PANELS

- A. Wall Sheathing: Glass mat faced gypsum, ASTM C1177/C1177M, square long edges, 5/8 inch Type X fire-resistant (16 mm Type X fire-resistant).
- B. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.

2.05 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel per ASTM A 153/A 153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
- B. Sill Flashing: As specified in Section 07 62 00.
- C. Water-Resistive Barrier: As specified in Section 07 25 00.

2.06 TREATED LUMBER

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative to 0.25 lb/cu ft (4.0 kg/cu m) retention.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber in contact with roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.
 - 1. Place water-resistive barrier horizontally over wall sheathing, weather lapping edges and ends.

3.06 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.07 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 74 19.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 07 21 19 - FOAMED-IN-PLACE INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Foamed-in-place insulation.
 - 1. In exterior framed walls.

1.02 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
- C. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
- D. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.
- C. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.
- D. Certificates: Certify that products of this section meet or exceed specified requirements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.
- B. Applicator Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience.

1.05 FIELD CONDITIONS

- A. Do not install insulation when ambient temperature is lower than 70 degrees F (21 degrees C).
- B. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.
- C. Do not apply foam when temperature is within 5 F (-15 C) of dew point.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Foamed-In-Place Insulation:
 - 1. Henry Company: www.henry.com.
 - 2. Icynene Inc; _____: www.icynene.com.
 - 3. Johns Manville: www.jm.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 MATERIALS

- A. Foamed-In-Place Insulation: Low-density, flexible, open celled, water vapor permeable polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
 - 1. Aged Thermal Resistance (R-value): 3 (deg F hr sq ft)/Btu (0.5 (K sqm)/W), minimum, when tested at 1 inch (25.4 mm) thickness in accordance with ASTM C518 after aging for 180 days at 41 degrees F (23 degrees C).
 - 2. Air Permeance: 0.004 cfm/sq ft (0.2 L/second sq meter), maximum, when tested at intended thickness in accordance with ASTM E2178 or ASTM E283 at 1.5 psf (75 Pa).

3. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.
4. Products:
 - a. Henry Company; PERMAX 0.5: www.henry.com.
 - b. Icynene Inc; LD-C-50: www.icynene.com.
 - c. Johns Manville; JM ocSPF Open Cell Spray Polyurethane Foam: www.jm.com.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify work within construction spaces or crevices is complete prior to insulation application.
- B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation or overcoat adhesion.

3.02 PREPARATION

- A. Mask and protect adjacent surfaces from over spray or dusting.
- B. Apply primer in accordance with manufacturer's instructions.

3.03 APPLICATION

- A. Apply insulation in accordance with manufacturer's instructions.
- B. Apply to a minimum cured thickness of 4 inch (mm).
- C. Patch damaged areas.
- D. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.

END OF SECTION

SECTION 07 25 00 - WEATHER BARRIERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air Barriers: Materials that form a system to stop passage of air through exterior walls, joints between exterior walls and roof, and joints around frames of openings in exterior walls.

1.02 RELATED REQUIREMENTS

- A. Section 07 62 00 - Sheet Metal Flashing and Trim: Metal flashings installed in conjunction with weather barriers.
- B. Section 07 90 05 - Joint Sealers: Sealant materials and installation techniques.

1.03 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.

1.04 REFERENCE STANDARDS

- A. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on material characteristics.
- C. Shop Drawings: Provide drawings of special joint conditions.

1.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

- A. Air Barrier:
 - 1. On outside surface of sheathing of exterior walls use air barrier coating.

2.02 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)

- A. Air Barrier Coating: Cold-fluid-applied, vapor permeable, elastomeric waterproofing membrane.
 - 1. Material: Water-based acrylic.
 - 2. Acceptable Substrates: Stated by manufacturer as suitable for installation on visibly damp surfaces and concrete that has hardened but is not fully cured ("green" concrete) without requiring a primer.
 - 3. Adhesion to Paper and Glass Mat Faced Sheathing: Sufficient to ensure failure due to delamination of sheathing.
 - 4. Dry Film Thickness: 10 mils (0.010 inch) (0.25 mm), minimum.
 - 5. Air Permeance: 0.004 cubic feet per minute per square foot (0.02 L/s/sq m), maximum, when tested in accordance with ASTM E2178.
 - 6. Water Vapor Permeance: 5 perms (287 ng/(Pa s sq m)), minimum, when tested in accordance with ASTM E96/E96M.
 - 7. Sealants, Tapes and Accessories: As recommended by coating manufacturer.
 - 8. Products:
 - a. Carlisle Coatings and Waterproofing, Inc.; Barritech-VP: www.carlisle-ccw.com.
 - b. Grace Construction Products; Perm-A-Barrier VP: www.graceconstruction.com.
 - c. Henry Company; Air-Bloc 31MR: www.henry.com.

2.03 SEALANTS

- A. Polyurethane Sealant: as specified in Section 07 90 05.
- B. Silicone Sealant: as specified in Section 07 90 05.

2.04 ACCESSORIES

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
 - 1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F.
 - 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F.
 - 3. Products: Subject to compliance with requirements, provide one of the following:
 - a. Carlisle Coatings & Waterproofing Inc.; CCW WIP 300HT.
 - b. Grace Construction Products, a unit of W. R. Grace & Co.; Ultra.
 - c. Henry Company; Blueskin PE200 HT.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives in accordance with manufacturer's instructions.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- C. Coatings:
 - 1. Prepare substrate in manner recommended by coating manufacturer; treat joints in substrate and between dissimilar materials as recommended by manufacturer.
 - 2. Use flashing to seal to adjacent construction and to bridge joints.
- D. Openings and Penetrations in Exterior Weather Barriers:
 - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches (125 mm) onto weather barrier and at least 6 inches (150 mm) up jambs; mechanically fasten stretched edges.
 - 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with at least 4 inches (100 mm) wide; do not seal sill flange.
 - 3. At openings to be filled with non-flanged frames, seal weather barrier to all sides of opening framing, using flashing at least 9 inches (230 mm) wide, covering entire depth of framing.
 - 4. At head of openings, install flashing under weather barrier extending at least 2 inches (50 mm) beyond face of jambs; seal weather barrier to flashing.
 - 5. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
 - 6. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.

3.04 FIELD QUALITY CONTROL

- A. Do not cover installed weather barriers until required inspections have been completed.
- B. Take digital photographs of each portion of the installation prior to covering up.

3.05 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 07 42 64 - METAL COMPOSITE MATERIAL WALL PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior cladding consisting of formed metal composite material (MCM) sheet, secondary supports, and anchors to structure, attached to solid backup.
- B. Matching flashing and trim.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Installation of anchors.
- B. Section 04 20 00 - Unit Masonry: Installation of anchors.
- C. Section 05 40 00 - Cold Framed Metal Framing: Panel support framing.
- D. Section 07 25 00 - Weather Barriers: Weather barrier behind rainscreen wall system.
- E. Section 07 62 00 - Sheet Metal Flashing and Trim: Metal flashing components integrated with this wall system.
- F. Section 07 90 05 - Joint Sealers.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Meeting: Convene one week before starting work of this section to verify project requirements, co-ordinate with installers of other work, establish condition and completeness of building substrate, and review manufacturers' installation instructions and warranty requirements.
 - 1. Require attendance by the installer and relevant sub-contractors.
 - 2. Include MCM sheet manufacturer's representative and wall system manufacturer's representative to review storage and handling procedures.
 - 3. Review in detail truck transportation, parking, vertical transportation, schedule, personnel, installation of adjacent materials and substrate.
 - 4. Review procedures for protection of work and other construction.

1.04 SUBMITTALS

- A. Product Data - MCM Sheets: Manufacturer's data sheets on each product to be used, including thickness, physical characteristics, and finish, and:
 - 1. Finish manufacturer's data sheet showing physical and performance characteristics.
 - 2. Storage and handling requirements and recommendations.
 - 3. Fabrication instructions and recommendations.
 - 4. Specimen warranty for finish, as specified herein.
- B. Product Data - Wall System: Manufacturer's data sheets on each product to be used, including:
 - 1. Physical characteristics of components shown on shop drawings.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions and recommendations.
 - 4. Specimen warranty for wall system, as specified herein.
- C. Shop Drawings: Show layout and elevations, dimensions and thickness of panels, connections, details and location of joints, sealants and gaskets, method of anchorage, number of anchors, supports, reinforcement, trim, flashings, and accessories.
 - 1. Indicate panel numbering system.
 - 2. Differentiate between shop and field fabrication.
 - 3. Indicate substrates and adjacent work with which the wall system must be coordinated.
 - 4. Include large-scale details of anchorages and connecting elements.
 - 5. Include large-scale details or schematic, exploded or isometric diagrams to fully explain flashing at a scale of not less than 1-1/2 inches per 12 inches (1:10).
 - 6. Include design engineer's stamp or seal on shop drawings for attachments and anchors.
- D. Design Data: Submit structural calculations stamped by design engineer, for Architect's information and project record.
- E. Installer's Qualifications.

- F. Manufacturer's Field Reports: Provide within 48 hours of field review. State what was observed and what changes, if any, were requested or required.
- G. Maintenance Data: Care of finishes and warranty requirements.
- H. Executed Warranty: Submit warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Design Engineer's Qualifications: Design structural supports and anchorages under direct supervision of a Structural Engineer experienced in design of this type of Work and licensed in the State in which the Project is located.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section.
 - 1. With minimum 3 years of documented experience.
 - 2. Approved by wall system manufacturer.
- C. Mock-Up: Provide a mock-up for evaluation of fabrication workmanship.
 - 1. Locate where directed.
 - 2. Provide panels finished as specified.
 - 3. Mock-up may remain as part of the Work.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - 1. Protect finishes by applying heavy duty removable plastic film during production.
 - 2. Package for protection against transportation damage.
 - 3. Provide markings to identify components consistently with drawings.
 - 4. Exercise care in unloading, storing and installing panels to prevent bending, warping, twisting and surface damage.
- B. Store products protected from exposure to harmful weather conditions and at temperature conditions recommended by manufacturer.
 - 1. Store in well ventilated space out of direct sunlight.
 - 2. Protect from moisture and condensation with tarpaulins or other suitable weather tight covering installed to provide ventilation.
 - 3. Store at a slope to ensure positive drainage of any accumulated water.
 - 4. Do not store in any enclosed space where ambient temperature can exceed 120 degrees F (49 degrees C).
 - 5. Avoid contact with any other materials that might cause staining, denting, or other surface damage.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Wall System Warranty: Provide joint written warranty by manufacturer and installer, agreeing to correct defects in manufacturing or installation within a two year period after Date of Substantial Completion.
- C. MCM Sheet Manufacturer's Finish Warranty: Provide manufacturer's written warranty stating that the finish will perform as follows for minimum of 5 years:
 - 1. Chalking: No more than that represented by a No.8 rating based on ASTM D4214.
 - 2. Color Retention: No fading or color change in excess of 5 Hunter color difference units, calculated in accordance with ASTM D2244.
 - 3. Gloss Retention: Minimum of 30 percent gloss retention, when tested in accordance with ASTM D523.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Metal Composite Material Sheet Manufacturers:
 - 1. 3A Composites USA; Alucobond: www.alucobondusa.com.
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Wall Panel System Manufacturers:

1. Firestone Metal Products, LLC; _____: www.unaclad.com.
2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 WALL PANEL SYSTEM

- A. Wall Panel System: Metal panels, fasteners, and anchors designed to be supported by framing or other substrate provided by others; provide installed panel system capable of maintaining specified performance without defects, damage or failure.
 1. Provide structural design by or under direct supervision of a Structural Engineer licensed in the State in which the Project is located.
 2. Provide panel jointing and weatherseal using reveal joints and gaskets but no sealant.
 3. Anchor panels to supporting framing without exposed fasteners.
- B. Performance Requirements:
 1. Thermal Movement: Provide for free and noiseless vertical and horizontal thermal movement due to expansion and contraction under material temperature range of minus 20 degrees F (minus 29 degrees C) to 180 degrees F (82 degrees C) without buckling, opening of joints, undue stress on fasteners, or other detrimental effects; allow for ambient temperature at time of fabrication, assembly, and erection procedures.
- C. Panels: One inch (2.5 mm) deep pans formed of metal composite material sheet by routing back edges of sheet, removing corners, and folding edges.
 1. Reinforce corners with riveted aluminum angles.
 2. Provide concealed attachment to supporting structure by adhering attachment members to back of panel; attachment members may also function as stiffeners.
 3. Maintain maximum panel bow of 0.8 percent of panel dimension in width and length; provide stiffeners of sufficient size and strength to maintain panel flatness without showing local stresses or read-through on panel face.
 4. Secure members to back face of panels using structural silicone sealant approved by MCM sheet manufacturer.
 5. Fabricate panels under controlled shop conditions.
 6. Where final dimensions cannot be established by field measurement before commencement of manufacturing, make allowance for field adjustments without requiring field fabrication of panels.
 7. Fabricate as indicated on drawings and as recommended by MCM sheet manufacturer.
 - a. Make panel lines, breaks, curves and angles sharp and true.
 - b. Keep plane surfaces free from warp or buckle.
 - c. Keep panel surfaces free of scratches or marks caused during fabrication.
 8. Provide joint details providing a watertight and structurally sound wall panel system that allows no uncontrolled water penetration on inside face of panel system.
 9. For "dry" jointing, secure extrusions to returned pan edges with stainless steel rivets; provide means of concealed drainage with baffles and weeps for water that might accumulate in members of system.

2.03 MATERIALS

- A. Metal Composite Material (MCM) Sheet: Two sheets of aluminum sandwiching a solid core of extruded thermoplastic material formed in a continuous process with no glues or adhesives between dissimilar materials; core material free of voids and spaces; no foamed insulation material content.
 1. Overall Sheet Thickness: 4 mm.
 2. Face Sheet Thickness: 0.019 inches (0.50 mm), minimum.
 3. Alloy: Manufacturer's standard, selected for best appearance and finish durability.
 4. Bond and Peel Strength: No adhesive failure of the bond between the core and the skin nor cohesive failure of the core itself below 22.4 inch-pound/inch (100 N-mm/mm) with no degradation in bond performance, when tested in accordance with ASTM D1781, simulating resistance to panel delamination, after 8 hours of submersion in boiling water and after 21 days of immersion in water at 70 degrees F (21 degrees C).
 5. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
 6. Flammability: Self-ignition temperature of 650 degrees F (343 degrees C) or greater, when tested in accordance with ASTM D1929.
 7. Factory Finish: Three coat fluoropolymer resin coating, approved by the coating manufacturer for the length of warranty specified for the project, and applied by coil manufacturing facility that specializes in coil applied finishes.

- a. Coating Flexibility: Pass ASTM D4145 minimum 1T-bend, at time of manufacturing.
 - b. Long-Term Performance: Not less than that specified under WARRANTY in PART 1.
- B. Metal Framing Members: Include all sub-girts, zee-clips, base and sill angles and channels, hat-shaped and rigid channels, and furring channels required for complete installation.
1. Provide material strength, dimensions, configuration as required to meet the applied loads applied and in compliance with applicable building code.
 2. Sheet Steel Components: ASTM A653/A653M galvanized to G90/Z275 or zinc-iron alloy-coated to A60/ZF180; or ASTM A792/A792M aluminum-zinc coated to AZ60/AZM180.
 3. Stainless Steel Sheet Components: ASTM A480/A480M.
- C. Flashing: Sheet aluminum; 0.040 inch (1.0 mm) thick, minimum; finish and color to match MCM sheet.
- D. Anchors, Clips and Accessories: Use one of the following:
1. Stainless steel complying with ASTM A480/A480M, ASTM A276 or ASTM A666.
 2. Steel complying with ASTM A36/A36M and hot-dipped galvanized to ASTM A153/A153M.
 3. Steel complying with ASTM A36/A36M and hot-dipped galvanized to ASTM A123/A123M Coating Grade 10.
- E. Fasteners:
1. Exposed fasteners: Stainless steel; permitted only where absolutely unavoidable and subject to prior approval of the Architect.
 2. Screws: Self-drilling or self-tapping Type 410 stainless steel or zinc-alloy steel hex washer head, with EPDM or PVC washer under heads of fasteners bearing on weather side of metal wall panels.
 3. Bolts: Stainless steel.
 4. Fasteners for Flashing and Trim: Blind fasteners of high-strength aluminum or stainless steel.
- F. Joint Sealer: As specified in Section 07 90 05, subject to MCM sheet manufacturer's approval.
- G. Provide panel system manufacturer's and installer's standard corrosion resistant accessories, including fasteners, clips, anchorage devices and attachments.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and interfaces with other work.
- B. Verify substrate on-site to determine that conditions are acceptable for product installation in accordance with manufacturers written instructions.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Notify Architect in writing of conditions detrimental to proper and timely completion of work. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Protect adjacent work areas and finish surfaces from damage during installation.
- B. Deliver anchorage items to be cast into concrete or built into masonry to appropriate installer(s) together with setting templates.

3.03 INSTALLATION

- A. Do not install products that are defective, including warped, bowed, dented, and broken members, and members with damaged finishes.
- B. Comply with instructions and recommendations of MCM sheet manufacturer and wall system manufacturer, as well as with approved shop drawings.
- C. Install wall system securely allowing for necessary thermal and structural movement; comply with wall system manufacturer's instructions for installation of concealed fasteners.
- D. Do not handle or tool products during erection in manner that damages finish, decreases strength, or results in visual imperfection or failure in performance. Return component parts that require alteration to shop for refabrication, if possible, or for replacement with new parts.
- E. Do not form panels in field unless required by wall system manufacturer and approved by the Architect; comply with MCM sheet manufacturer's instructions and recommendations for field forming.

- F. Separate dissimilar metals; use gasket fasteners, isolation shims, or isolation tape where needed to eliminate possibility of electrolytic action between metals.
- G. Install flashings as indicated on shop drawings At flashing butt joints, provide a lap strap under flashing and seal lapped surfaces with a full bed of non-hardening sealant.
- H. Install square, plumb, straight, and true, accurately fitted, with tight joints and intersections maintaining the following installation tolerances:
 - 1. Variation From Plane or Location: 1/2 inch in 30 feet (10 mm in 10 m) of length and up to 3/4 inch in 300 feet (20 mm in 100 m), maximum.
 - 2. Deviation of Vertical Member From True Line: 0.1 inch in 25 feet (3 mm in 9 m) run, maximum.
 - 3. Deviation of Horizontal Member From True Line: 0.1 inch in 25 feet (3 mm in 9 m) run, maximum.
 - 4. Offset From True Alignment Between Two Adjacent Members Abutting End To End, In Line: 0.03 inch (0.75 mm), maximum.
- I. Replace damaged products.

3.04 FIELD QUALITY CONTROL

- A. Wall System Manufacturer's Field Services: Provide field services consisting of product use recommendations and periodic site visits for inspection of product installation in accordance with instructions.

3.05 CLEANING

- A. Ensure weep holes and drainage channels are unobstructed and free of dirt and sealants.
- B. Remove protective film after installation of joint sealers, after cleaning of adjacent materials, and immediately prior to completion of work.
- C. Remove temporary coverings and protection of adjacent work areas.
- D. Clean installed products in accordance with manufacturer's instructions.

3.06 PROTECTION

- A. Protect installed panel system from damage during construction.

END OF SECTION

SECTION 07 52 00 - MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Modified bituminous roofing membrane, conventional application.
- B. Insulation, flat and tapered.
- C. Vapor retarders.
- D. Base flashings.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings, reglets,.

1.03 REFERENCE STANDARDS

- A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2014.
- B. ASTM D41/D41M - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing; 2011.
- C. ASTM D312 - Standard Specification for Asphalt Used in Roofing; 2000 (Reapproved 2006).
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012)e1.
- E. ASTM D4601/D4601M - Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing; 2004 (Reapproved 2012)e1.
- F. NRCA ML104 - The NRCA Roofing and Waterproofing Manual; National Roofing Contractors Association; Fifth Edition, with interim updates.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week before starting work of this section.
 - 1. Review preparation and installation procedures and coordinating and scheduling required with related work.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's catalog data for membrane and bitumen materials, base flashing materials, insulation, vapor retarder, surfacing, and _____.
- C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, and _____.
- D. Samples: Submit two samples 6x6 inches (____x____ mm) in size illustrating granule surfaced sheet, colored coated sheet, and insulation.
- E. Manufacturer's Installation Instructions: Indicate special procedures.
- F. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Perform work in accordance with NRCA Roofing and Waterproofing Manual and manufacturer's instructions.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience, and approved by manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products in manufacturer's original containers, dry, undamaged, with seals and labels intact.

- B. Store products in weather protected environment, clear of ground and moisture; ballast materials may be stored outdoors.
- C. Protect foam insulation from direct exposure to sunlight.

1.08 FIELD CONDITIONS

- A. Do not apply roofing membrane when environmental conditions are outside the ranges recommended by manufacturer.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a two year period after Date of Substantial Completion.
- C. Provide five year manufacturer's material and labor warranty to cover failure to prevent penetration of water.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Membrane Materials:
 - 1. GAF: www.gaf.com.
 - 2. Firestone Building Products Co: www.firestonebpco.com.
 - 3. Siplast: www.siplast.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation:
 - 1. Atlas Roofing Corporation: www.atlasroofing.com.
 - 2. Dow Chemical Co: www.dow.com.
 - 3. GAF; EnergyGuard PolyIso Insulation: www.gaf.com.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING - CONVENTIONAL APPLICATION

- A. Modified Bituminous Roofing: Two-ply membrane, with vapor retarder and insulation.
- B. Roofing Assembly Requirements:
 - 1. External Fire Exposure Classification: ASTM E108 Class A, UL listed.
 - 2. Surfacing: Mineral granules.
- C. Acceptable Insulation Types - Constant Thickness Application: Any of the types specified.

2.03 MEMBRANE AND SHEET MATERIALS

- A. Membrane: Polymer modified asphalt, reinforced with non-woven fabric; granule surfaced; with the following characteristics:
- B. Base Sheet: ASTM D4601/D4601M Type I; asphalt-coated glass fiber; unperforated.
- C. Fire-Resistant Vapor Retarder: Reinforced Kraft paper laminate complying with requirements of fire rating classification; compatible with roofing and insulation materials.
- D. Flexible Flashing Material: Same material as membrane.

2.04 BITUMINOUS MATERIALS

- A. Bitumen: Asphalt, ASTM D312 Type IV; for adhering insulation, use Type III.
- B. Primer: ASTM D41/D41M, asphalt type.
- C. Roof Cement: ASTM D4586/D4586M, Type II.

2.05 INSULATION

- A. Polyisocyanurate Board Insulation: Rigid cellular foam, complying with ASTM C1289, Type I, aluminum foil both faces; Class 1, non-reinforced foam core, and with the following characteristics:

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and site conditions are ready to receive work.
- B. Verify deck is supported and secure.
- C. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
- D. Verify deck surfaces are dry and free of snow or ice.
- E. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips are in place.

3.02 SELECTIVE DEMOLITION

- A. Perform selective demolition of roof areas as needed to install new knee wall and window systems as shown on drawings.
- B. Provide temporary cover and seals to prevent water from entering exposed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary cover and seals before beginning work on adjoining roofing.

3.03 METAL DECK PREPARATION

- A. Conventional Application: Apply fire-resistant vapor retarder.

3.04 VAPOR RETARDER INSTALLATION - CONVENTIONAL APPLICATION

- A. Fire-retardant Vapor Retarder: Apply to deck surface with adhesive in accordance with roofing and vapor retarder manufacturers' instructions.
- B. Extend vapor retarder under cant strips and blocking.

3.05 INSULATION INSTALLATION - CONVENTIONAL APPLICATION

- A. Ensure vapor retarder is clean and dry, continuous, and ready for application of roofing system.
- B. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- C. Do not apply more insulation than can be covered with membrane in same day.

3.06 MEMBRANE APPLICATION

- A. Apply membrane in accordance with manufacturer's instructions.
- B. Apply membrane; lap and seal edges and ends permanently waterproof.
- C. Apply smooth, free from air pockets, wrinkles, fish-mouths, or tears. Ensure full bond of membrane to substrate.
- D. At end of day's operation, install waterproof cut-off. Remove cut-off before resuming roofing.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane over cant strips and up a minimum of 8 inches (200 mm) onto vertical surfaces.
 - 2. Apply flexible flashing over membrane.
- F. Around roof penetrations, mop in and seal flanges and flashings with flexible flashing.
- G. Coordinate installation of roof drains and sumps and related flashings.

3.07 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for general requirements for field quality control and inspection.
- B. Require site attendance of roofing and insulation material manufacturers daily during installation of the Work.

3.08 CLEANING

- A. Remove bituminous markings from finished surfaces.
- B. In areas where finished surfaces are soiled by bitumen or other source of soiling caused by work of this section, consult manufacturer of surfaces for cleaning advice and conform to their documented instructions.
- C. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 62 00 - SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Formed Products:
 - a. Formed roof drainage sheet metal fabrications.
 - b. Formed wall sheet metal fabrications.
- B. Related Sections:
 - 1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.

1.03 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

1.04 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:
 - 1. Identification of material, thickness, weight, and finish for each item and location in Project.
 - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 - 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 - 4. Details of termination points and assemblies, including fixed points.
 - 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 - 6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 - 7. Details of special conditions.
 - 8. Details of connections to adjoining work.
 - 9. Detail formed flashing and trim at a scale of not less than 3 inches per 12 inches .
- C. Samples for Initial Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:
 - 1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 - 2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
 - 3. Accessories and Miscellaneous Materials: Full-size Sample.
 - 4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.
- E. Qualification Data: For qualified fabricator.

- F. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- G. Warranty: Sample of special warranty.

1.05 QUALITY ASSURANCE

- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
 - 1. Build mockup of typical parapet and gutter conditions; including fascia and fascia trim. approximately 10 feet long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
 - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- D. Preinstallation Conference: Conduct conference at Project site.
 - 1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 - 2. Review methods and procedures related to sheet metal flashing and trim.
 - 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 - 4. Review special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect sheet metal flashing.
 - 5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

1.07 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
 - 1. Exposed Coil-Coated Finishes:

- a. Two-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 2. Color: As selected by Architect from manufacturer's full range .
 3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.
- C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed.

2.02 UNDERLAYMENT MATERIALS

- A. Self-Adhering, High-Temperature Sheet: Minimum 30 to 40 mils thick, consisting of slip-resisting polyethylene-film top surface laminated to layer of butyl or SBS-modified asphalt adhesive, with release-paper backing; cold applied. Provide primer when recommended by underlayment manufacturer.
1. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F.
 2. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F.
 3. Products: Subject to compliance with requirements, provide one of the following:
 - a. Carlisle Coatings & Waterproofing Inc.; CCW WIP 300HT.
 - b. Grace Construction Products, a unit of W. R. Grace & Co.; Ultra.
 - c. Henry Company; Blueskin PE200 HT.
 - d. Metal-Fab Manufacturing, LLC; MetShield.
 - e. Owens Corning; WeatherLock Metal High Temperature Underlayment.

2.03 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 - c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.
 2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.
 3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.
- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
- F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.
- G. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.04 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 2. Obtain field measurements for accurate fit before shop fabrication.

3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" and by FMG Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Do not use graphite pencils to mark metal surfaces.

2.05 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 120-inch- long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
1. Gutter Style: SMACNA designation A.
 2. Expansion Joints: Butt type.
 3. Accessories: Wire ball downspout strainer.
 4. Gutters with Girth up to 15 Inches: Fabricate from the following materials:
 - a. Aluminum: 0.040 inch thick.
 5. Gutters with Girth 16 to 20 Inches: Fabricate from the following materials:
 - a. Aluminum: 0.050 inch thick.
- B. Downspouts: Fabricate round downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
1. Fabricated Hanger Style: SMACNA figure designation 1-35E.
 2. Fabricate from the following materials:
 - a. Aluminum: 0.032 inch thick.
- C. Conductor Heads: Fabricate conductor heads with flanged back and stiffened top edge and of dimensions and shape indicated complete with outlet tubes, exterior flange trim, and built-in overflows. Fabricate from the following materials:
1. Aluminum: 0.032 inch thick.
- D. Splash Pans: Fabricate from the following materials:
1. Aluminum: 0.040 inch thick.

2.06 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Flashing (Gravel Stop) and Fascia Cap: Fabricate in minimum 96-inch- long, but not exceeding 10-foot- long, sections. Furnish with 6-inch- wide, joint cover plates.
1. Joint Style: Butt, with 12-inch- wide, concealed backup plate and 6-inch- wide, exposed cover plates.
- B. Copings: Fabricate in minimum 96-inch- long, but not exceeding 10-foot-long, sections. Fabricate joint plates of same thickness as copings. Furnish with continuous cleats to support edge of external leg and drill elongated holes for fasteners on interior leg. Miter corners, seal, and solder or weld watertight.
1. Coping Profile: SMACNA figure designation 3-4A.
 2. Joint Style: Butt, with 12-inch- wide, concealed backup plate.
 3. Fabricate from the following materials:

- a. Aluminum: 0.060 inch thick.
- C. Roof to Roof Edge Flashing (Gravel Stop) and Fascia Cap Transition Expansion-Joint Cover: Fabricate from the following materials:
 - 1. Aluminum: 0.050 inch thick.
- D. Base Flashing: Fabricate from the following materials:
 - 1. Aluminum: 0.040 inch thick.
- E. Counterflashing: Fabricate from the following materials:
 - 1. Aluminum: 0.032 inch thick.

2.07 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12-foot- long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings. Form with 2-inch-high, end dams where flashing is discontinuous. Fabricate from the following materials:
 - 1. Stainless Steel: 0.016 inch thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
 - 1. Verify compliance with requirements for installation tolerances of substrates.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 UNDERLAYMENT INSTALLATION

- A. General: Install underlayment as indicated on Drawings.
- B. Polyethylene Sheet: Install polyethylene sheet with adhesive for anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped and taped joints of not less than 2 inches.
- C. Felt Underlayment: Install felt underlayment with adhesive for temporary anchorage to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches.
- D. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Apply primer if required by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer rather than nails for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not less than 6 inches staggered 24 inches between courses. Overlap side edges not less than 3-1/2 inches. Roll laps with roller. Cover underlayment within 14 days.

3.03 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
 - 1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 - 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 - 3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 - 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 - 5. Install sealant tape where indicated.

6. Torch cutting of sheet metal flashing and trim is not permitted.
 7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
1. Coat back side of uncoated aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim will contact wood, ferrous metal, or cementitious construction.
 2. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws metal decking not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.
- E. Seal joints as shown and as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder aluminum sheet.
 2. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
 3. Stainless-Steel Soldering: Tin edges of uncoated sheets using solder recommended for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
- G. Rivets: Rivet joints in uncoated aluminum where indicated and where necessary for strength.

3.04 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets spaced not more than 36 inches apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
 2. Loosely lock straps to front gutter bead and anchor to roof deck.
 3. Anchor and loosely lock back edge of gutter to continuous cleat .
 4. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch telescoping joints.
1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c. in between.
 2. Connect downspouts to underground drainage system indicated.
- D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in asphalt roofing cement or elastomeric sealant compatible with roofing membrane.
- E. Parapet Scuppers: Install scuppers where indicated through parapet. Continuously support scupper, set to correct elevation, and seal flanges to interior wall face, over cants or tapered edge strips, and under roofing membrane.

1. Anchor scupper closure trim flange to exterior wall and seal with elastomeric sealant to scupper.
 2. Loosely lock front edge of scupper with conductor head.
- F. Conductor Heads: Anchor securely to wall with elevation of conductor head rim 1 inch below scupper discharge.
- G. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches in direction of water flow.

3.05 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at 24-inch centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with sealant. Secure in a waterproof manner by means of interlocking folded seam or blind rivets and sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.06 MISCELLANEOUS FLASHING INSTALLATION

- A. Overhead-Piping Safety Pans: Suspend pans independent from structure above as indicated on Drawings. Pipe and install drain line to plumbing waste or drainage system.
- B. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.07 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.08 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION

SECTION 07 90 05 - JOINT SEALERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Sealants and joint backing.

1.02 RELATED REQUIREMENTS

- A. Section 07 25 00 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders:

1.03 ADMINISTRATIVE REQUIREMENTS

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating sealant chemical characteristics.
- C. Samples: Submit two samples illustrating sealant colors for selection.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the work of this section with minimum 5 years experience.

1.06 FIELD CONDITIONS

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

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories which fail to achieve airtight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Gunnable and Pourable Sealants:
 - 1. Dow Corning Corporation: www.dowcorning.com.
 - 2. Pecora Corporation: www.pecora.com.
 - 3. Tremco Global Sealants: www.tremcosealants.com.

2.02 SEALANTS

- A. Type 1 - General Purpose Exterior Sealant: Polyurethane; ASTM C920, Grade NS, Class 25, Uses M, G, and A; single component.
 - 1. Color: To be selected by Architect from manufacturer's standard range.
 - 2. Polyurethane Products:
 - a. Pecora Corporation; DynaTrol I-XL General Purpose One Part Polyurethane Sealant: www.pecora.com.
 - b. BASF Construction Chemicals-Building Systems; Sonolastic NP1: www.buildingsystems.basf.com.
 - c. Tremco; Dymonic.
- B. Type 2 - General Purpose Interior Sealant: Acrylic emulsion latex; ASTM C834, Type OP, Grade NF single component, paintable.
 - 1. Color: To be selected by Architect from manufacturer's standard range.

2. Products:
 - a. Pecora Corporation; AC-20 + Silicone Acrylic Latex Caulking Compound: www.pecora.com.
 - b. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com.
 - c. Tremco; Tremflex 834.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Type 3 - Silicone Sealant: ASTM C920, Grade NS, Class 25, Uses NT, A, G, M, O; single component, solvent curing, non-sagging, non-staining, fungus resistant, non-bleeding.
 1. Color: To be selected by Architect from manufacturer's standard range.
 2. Movement Capability: Plus and minus 25 percent.
 3. Service Temperature Range: -65 to 180 degrees F (-54 to 82 degrees C).
 4. Shore A Hardness Range: 15 to 35.
 5. Applications: Use for:
 - a. Aluminum.
 - b. Glazing.
 6. Products:
 - a. Dow Corning Corporation: www.dowcorning.com.
 - b. Pecora Corporation; 890NST Ultra Low Modulus Architectural Silicone Sealant - Class 100: www.pecora.com.
 - c. BASF Construction Chemicals-Building Systems; ____: www.buildingsystems.basf.com.

2.03 ACCESSORIES

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

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

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

END OF SECTION

SECTION 08 43 13 - ALUMINUM-FRAMED WINDOWS AND DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.
- B. Infill panels of metal and insulated metal.
- C. Aluminum doors and frames.
- D. Weatherstripping.
- E. Perimeter sealant.

1.02 RELATED REQUIREMENTS

- A. Section 07 90 05 - Joint Sealers: Perimeter sealant and back-up materials.
- B. Section 08 80 00 - Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; American Architectural Manufacturers Association; 2012.
- B. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2010.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2010.
- E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2013.
- F. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.
- G. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
- H. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2002 (Reapproved 2010).
- I. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2009).

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of other components that comprise the exterior enclosure.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, internal drainage details .
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work, expansion and contraction joint location and details, and field welding required.
- D. Design Data: Provide framing member structural and physical characteristics, engineering calculations, dimensional limitations.
- E. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.
- F. Samples: Submit two samples 12x12 inches (mm) in size illustrating finished aluminum surface, glass, glazing materials.

- G. Manufacturer's Certificate: Certify that the products supplied meet or exceed the specified requirements.
- H. Report of field testing for water leakage.
- I. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Designer Qualifications: Design structural support framing components under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed at the State in which the Project is located.
- B. Manufacturer and Installer Qualifications: Company specializing in manufacturing aluminum glazing systems with minimum three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

1.08 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F (5 degrees C). Maintain this minimum temperature during and 48 hours after installation.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a ten year period after Date of Substantial Completion.
- C. Provide ten year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- D. Provide ten year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 BASIS OF DESIGN -- FRAMING FOR INSULATING GLAZING

- A. Center-Set Style, Thermally-Broken:
 - 1. Basis of Design: EFCO Corporation; Series 403, Thermal Storefront Framing.
 - 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep (50 mm wide by 114 mm deep).

2.02 BASIS OF DESIGN -- SWINGING DOORS

- A. Wide Stile, Insulating Glazing, Not Thermally-Broken:
 - 1. Basis of Design: EFCO Corporation; Series D518, Durastile Heavy Duty.
 - 2. Thickness: 2 inches (50 mm).

2.03 STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 - 1. Finish: High performance organic coating.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - b. Touch-up surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
 - c. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
 - 2. Finish Color: As selected from manufacturer's standards.
 - 3. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.

4. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 5. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 6. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F (95 degrees C) over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
 7. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
 8. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
- B. Performance Requirements:
1. Delegated Design: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Design Wind Loads:
 - 1) Basic Wind Speed: 100 mph
 - 2) Exposure Category:
 - 3) Importance Factor: II
 - (a) Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
 2. Water Penetration Resistance: No uncontrolled water on interior face, when tested in accordance with ASTM E331 at pressure differential of 8.00 lbf/sq ft (390 Pa).
 3. Air Leakage: Maximum of 0.06 cu ft/min/sq ft (0.3 L/s/sq m) of wall area, when tested in accordance with ASTM E283 at 6.27 pounds per square foot (300 Pa) pressure differential across assembly.

2.04 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
1. Glazing stops: All glazing units shall be "dry glazed" with gaskets on both exterior and interior of glass..
- B. Glazing: As specified in Section 08 80 00 - Glazing.
- C. Infill Panels: Insulated, aluminum sheet face and back, with edges formed to fit glazing channel and sealed.
1. Face Sheet: .032 inch (____ mm) thick.
 2. Core: Rigid polystyrene insulation core with R value of 5 (RSI of ____).
 3. Exterior Finish: high performance organic coating.
- D. Swing Doors: See Basis of Design Info.
1. Glazing Stops: Square.
 2. Finish: Same as storefront.

2.05 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Sheet Aluminum: ASTM B209 (ASTM B209M).
- C. Fasteners: Stainless steel.
- D. Perimeter Sealant: Type 1 specified in Section 07 90 05.
- E. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

2.06 FINISHES

- A. Superior Performance Organic Coating System: AAMA 2605 multiple coat, thermally cured polyvinylidene fluoride system.
- B. Color: To be selected by Architect from manufacturer's standard range.

2.07 HARDWARE

- A. For each door, include weatherstripping, sill sweep strip, and threshold.
- B. Other Door Hardware: As specified in Section 08 71 00 - Door Hardware.
- C. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
- D. Sill Sweep Strips: Resilient seal type, retracting, of neoprene; provide on all doors.
- E. Threshold: Extruded aluminum, one piece per door opening, ribbed surface; provide on all doors.
- F. Automatic Door Operators and Actuators: As specified in Section 08 42 29.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that wall openings and adjoining air and vapor seal materials are ready to receive work of this section.

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- I. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- J. Set thresholds in bed of mastic and secure.
- K. Install perimeter sealant in accordance with Section 07 90 05.
- L. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inches every 3 ft (1.5 mm/m) non-cumulative or 1/16 inches per 10 ft (1.5 mm/3 m), whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch (0.8 mm).

3.04 ADJUSTING

- A. Adjust operating hardware and sash for smooth operation.

3.05 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths. Take care to remove dirt from corners. Wipe surfaces clean.
- C. Remove excess sealant by method acceptable to sealant manufacturer.

3.06 PROTECTION

- A. Protect installed products from damage during subsequent construction.

END OF SECTION

SECTION 08 80 00 - GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass.
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 25 00 - Weather Barriers.
- B. Section 07 90 05 - Joint Sealers: Sealant and back-up material.
- C. Section 08 43 13 - Aluminum-Framed Storefronts: Glazing furnished by storefront manufacturer.

1.03 REFERENCE STANDARDS

- A. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2011).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2011.
- C. ASTM C1036 - Standard Specification for Flat Glass; 2011e1.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- F. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2012a.
- G. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
- H. GANA (GM) - GANA Glazing Manual; Glass Association of North America; 2009.
- I. GANA (SM) - GANA Sealant Manual; Glass Association of North America; 2008.

1.04 SUBMITTALS

- A. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.
- B. Samples: Submit two samples 12 x 12 inch (mm) in size of glass units.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual and GANA Sealant Manual for glazing installation methods.
- B. Installer Qualifications: Company specializing in performing the work of this section with minimum 5 years documented experience.

1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 50 degrees F (10 degrees C).
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.

PART 2 PRODUCTS

2.01 GLAZING TYPES

- A. Type GL-1 - Sealed Insulating Glass Units: Vision glazing, low-E.
 - 1. Application(s): All exterior glazing unless otherwise indicated.
 - 2. Thermal Resistance (U-Value):.27winter, maximum

3. Total Solar Heat Gain Coefficient: .28, maximum.
 4. Total Visible Light Transmittance: 30 percent to 50 percent.
 5. Basis of Design: Viracon VE 1-40
 6. Outboard Lite: Annealed float glass, 1/4 inch (6 mm) thick, minimum.
 - a. Tint and Coating: Clear with Viracon VE on #2 surface.
 7. Inboard Lite: Annealed float glass, 1/4 inch (6 mm) thick.
 - a. Tint: None (clear)
- B. Type GL-2: Same as vision glazing GL-1 except use fully tempered float glass.

2.02 EXTERIOR GLAZING ASSEMBLIES

- A. Structural Design Criteria: Select type and thickness to withstand dead loads and wind loads acting normal to plane of glass at design pressures calculated in accordance with ASCE 7.
1. Use the procedure specified in ASTM E1300 to determine glass type and thickness.
 2. Limit glass deflection to 1/200 or flexure limit of glass, whichever is less, with full recovery of glazing materials.
 3. Thicknesses listed are minimum.
- B. Air and Vapor Seals: Provide completed assemblies that maintain continuity of building enclosure vapor retarder and air barrier:
1. In conjunction with vapor retarder and joint sealer materials described in other sections.
 2. To maintain a continuous air barrier and vapor retarder throughout the glazed assembly from glass pane to heel bead of glazing sealant.

2.03 GLASS MATERIALS

- A. Float Glass Manufacturers:
1. Guardian Industries Corp: www.sunguardglass.com.
 2. Pilkington North America Inc: www.pilkington.com/na.
 3. PPG Industries, Inc: www.ppgideascales.com.
 4. Substitutions: Refer to Section 01 60 00 - Product Requirements.
- B. Float Glass: All glazing is to be float glass unless otherwise indicated.
1. Annealed Type: ASTM C1036, Type I, transparent flat, Class 1 clear, Quality Q3 (glazing select).
 2. Heat-Strengthened and Fully Tempered Types: ASTM C1048.
 3. Tinted Types: Color and performance characteristics as indicated.
 4. Thicknesses: As indicated; for exterior glazing comply with specified requirements for wind load design regardless of specified thickness.

2.04 SEALED INSULATING GLASS UNITS

- A. Manufacturers:
1. Any of the manufacturers specified for float glass.
- B. Sealed Insulating Glass Units: Types as indicated.
1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 2. Edge Spacers: Aluminum, bent and soldered corners.
 3. Edge Seal: Glass to elastomer with supplementary silicone sealant.
 4. Purge interpane space with dry hermetic air.

2.05 GLAZING COMPOUNDS

- A. Manufacturers:
1. Bostik Inc: www.bostik-us.com.
 2. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.
 3. Pecora Corporation: www.pecora.com.
 4. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
- B. Butyl Sealant (Type ____): Single component; ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; Shore A hardness of 10 to 20; black color; non-skinning.
- C. Polyurethane Sealant (Type ____): Single component, chemical curing, non-staining, non-bleeding; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; Shore A Hardness Range 20 to 35; _____ color.

- D. Silicone Sealant (Type ____): Single component; neutral curing; capable of water immersion without loss of properties; non-bleeding, non-staining; ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; cured Shore A hardness of 15 to 25; _____ color.

2.06 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness, ASTM C864 Option I. Length of 0.1 inch for each square foot (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) x width of glazing rabbet space minus 1/16 inch (1.5 mm) x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness, ASTM C 864 Option I. Minimum 3 inch (75 mm) long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
- C. Glazing Tape: Preformed butyl compound with integral resilient tube spacing device; 10 to 15 Shore A durometer hardness; coiled on release paper; ____x____ inch (____x____ mm) size; black color.
- D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option I; _____ color.
- E. Glazing Clips: Manufacturer's standard type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

- A. Prime surfaces scheduled to receive sealant.
- B. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.
- C. Install sealant in accordance with manufacturer's instructions.

3.03 GLAZING METHODS

3.04 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

- A. Place setting blocks at 1/4 points with edge block no more than 6 inches (150 mm) from corners.
- B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.05 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.06 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

END OF SECTION

SECTION 09 96 00 - HIGH-PERFORMANCE COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. High performance coatings.
- B. Special preparation of surfaces.

1.02 RELATED REQUIREMENTS

- A. Section 05 09 00 - Cleaning and Restoration of Architectural Anodized Aluminum

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2013a.
- B. FS TT-P-28 - Paint, Aluminum, Heat Resisting (1200 degrees F.); Federal Specifications and Standards; Revision H, 2007.
- C. SSPC-SP 2 - Hand Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).
- D. SSPC-SP 3 - Power Tool Cleaning; Society for Protective Coatings; 1982 (Ed. 2004).

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating coating materials .
- C. Samples: Submit two samples 8 x 8 inch (____x____ mm) in size illustrating colors available for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Maintenance Data: Include cleaning procedures and repair and patching techniques.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Coating Materials: 1 gallon (4 liters) of each type and color.
 - 2. Label each container with manufacturer's name, product number, color number, and room names and numbers where used.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document that applies to application on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Applicator Qualifications: Company specializing in performing the work of this section with minimum 10 years documented experience.

1.06 MOCK-UP

- A. Install mock-up in the area indicated on the drawings, illustrating cleaning, surface prep and installation of coating.

1.07 FIELD CONDITIONS

- A. Do not install materials when temperature is below 55 degrees F (13 degrees C) or above 90 degrees F (32 degrees C).
- B. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- C. Restrict traffic from area where coating is being applied or is curing.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

- C. Warranty: Include coverage for bond to substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. High-Performance Coatings:
1. Sherwin-Williams Company: www.protective.sherwin-williams.com/industries.
 2. PPG Architectural Finishes, Inc: www.ppgaf.com.
 3. PPG Architectural Finishes, Inc: www.ppgaf.com.
 4. Tnemec Company, Inc: www.tnemec.com.
 5. Substitutions: Section 01 60 00 - Product Requirements.

2.02 MATERIALS

- A. Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated; number of coats specified does not include primer or filler coat.
- B. Bonding Primer
1. Product: DTM Bonding Primer manufactured by Sherwin Williams.
- C. Acrylic Polyurethane Resin Coating
1. Product: Hi-Solids Polyurethane, B65-350 Series (4.5 mils wet, 3.0 mils dry per coat) manufactured by Sherwin Williams.
- D. Primers: As recommended by coating manufacturer for specific substrate, unless otherwise specified.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.

3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings.
- C. Remove finish hardware, fixture covers, and accessories and store.
- D. Aluminum: See Spec Section 05 90 00 - Cleaning and Restoration of Architectural Anodized Aluminum.
- E. Ferrous Metal:
1. Solvent clean.
 2. Remove loose rust, loose mill scale, and other foreign substances using power tools according to SSPC-SP 3.
- F. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.
- G. Lead Paint: Lead has been detected at multilayered paint applied to sheet metal flashing and trim throughout the project area. Contractor is required to follow Federal, State and OSHA procedures for safe removal and disposal of lead containing materials.

3.03 PRIMING

- A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.

3.04 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions, to thicknesses specified.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.
- D. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

3.06 PROTECTION

- A. Protect finished work from damage.
- B. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.07 SCHEDULE

- A. Steel Substrates:
 - 1. Polyurethane, Pigmented, Over High-Build Epoxy Coating System: EPS.FSG
 - a. Prime Coat: Cold-curing epoxy primer, MPI #101.
 - b. Intermediate Coat: High-build epoxy marine coating, low gloss, MPI #108.
 - c. Topcoat: Polyurethane, two-component, pigmented, gloss, MPI #72.
- B. Aluminum Substrates:
 - 1. Acrylic Polyurethane Resin Coating, over Bonding Primer
 - a. Prime Coat: Bonding Primer, DTM Bonding Primer, B66A50 Series
 - b. Topcoat: Acrylic Polyurethane Resin Coating, S-W Hi-Solids Polyurethane Semi-Gloss, B65-350 Series

END OF SECTION