



**RHODE  
ISLAND  
COLLEGE**

## **PROJECT MANUAL**

**Student Union 3<sup>rd</sup> & 4<sup>th</sup> Floor Renovations**  
Providence, Rhode Island

Issue Date: January 15, 2019

**00 01 01 – TITLE PAGE**

Owner:

State of Rhode Island Board of Education, Rhode Island College, and State of Rhode Island

In care of:

Capital Projects Administration  
Rhode Island College

600 Mount Pleasant Avenue  
Welcome Center Suite 300  
Providence, RI 02908  
Phone: (401) 456-9885

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**END OF SECTION**

**00 01 15 – LIST OF DRAWINGS**

**GENERAL**

Dwg. No	Drawing Title	Date
1	Third Floor Finish Plan	01/15/2019
2	Fourth Floor Finish Plan	01/15/2019

**END OF SECTION**

**00 30 00 – BID BOND AIA A310-2010**

See AIA Document A310-2010, attached as the following page.

**END OF SECTION**



**AIA**<sup>®</sup>

# Document A310™ – 2010

## **Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**SURETY:**

*(Name, legal status and principal place of business)*

**OWNER:**

*(Name, legal status and address)*

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

**BOND AMOUNT: \$**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**ADDITIONS AND DELETIONS:**

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.



**00 31 00 – AVAILABLE INFORMATION**

**PART 1 - GENERAL**

EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:

**PART 2 - PRODUCTS (NOT USED)**

1.1

**PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**00 31 01 – GEOTECHNICAL ENGINEERING REPORT**

**END OF SECTION**

**00 31 02 – HAZARDOUS MATERIALS INSPECTION REPORT**

**END OF SECTION**

**00 31 03 – CONSTRUCTION SOILS MANAGEMENT PLAN**

**END OF SECTION**

## 00 50 00 – CONTRACTING FORMS

### PART 1 - GENERAL

#### COPYRIGHT

- A. Contractor is responsible for obtaining a valid license to use all copyrighted documents specified or included in the Project Manual.

#### AGREEMENT AND CONDITIONS OF THE CONTRACT

- 1.1
  - A. See Section 00 5200 for the Agreement form to be executed.
  - B. See Section 00 7200 for the General Conditions.

#### 1.2 FORMS

- 1.3
  - A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
  - B. Bond Forms:
    - 1. Performance Bond and Payment Bond Forms: AIA A312
  - C. Release of Lien:
    - 1. Release of Liens Form: AIA G706A
  - D. Insurance certificate, supplementary attachment:
    - 1. ACORD Certificate of Insurance Form: AIA G715

#### 1.4 REFERENCE STANDARDS

- A. AIA G706A – Release of Liens: 1994.
- B. AIA A312 - Performance Bond: 2010 and Payment Bond: 2010.
- C. AIA G715 – ACORD Certificate of Insurance: 1991.

### PART 2 - PRODUCTS - NOT USED

### PART 3 - EXECUTION - NOT USED

### END OF SECTION

**00 52 00 – AGREEMENT FORM**

**PART 1 - GENERAL**

AGREEMENT FORM

- A. The Agreement Form to be utilized on this project is AIA Document A101-2017 as amended, a copy of which follows this page.
- B. Agreement made as of the date of issue of the Purchase Order for this Work.
- 1.1 C. 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 SECTION**

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

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

BETWEEN the Owner:  
(Name, legal status, address, telephone and facsimile numbers, and website)

State of Rhode Island, acting by and through the Department of Administration,  
Division of Purchases, on behalf of the User AgencyOne Capitol Hill, Second Floor  
Providence, Rhode Island 02908-5855  
401.578.8100 (telephone); 401.574.8387 (facsimile)  
www.puchasing.ri.gov

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

Rhode Island College  
600 Mt Pleasant Avenue  
Providence, RI 02908  
Tel: (401) 456-9885  
www.ric.edu

and the Contractor:  
(Name, legal status, address, telephone and facsimile numbers, and website)

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

The Design Agent:  
(Name, legal status, address, telephone and facsimile numbers, and website)

The Owner and Contractor agree as follows.

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

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

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA4C)

(Paragraph Deleted)

The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS**

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General Conditions, Supplementary Conditions (if any), and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. No part of the Work shall be performed by Subcontractors without the Owner's prior written consent.

**ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 3.1 The date of commencement of the Work shall

*be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the (Paragraph Deleted)*

date set forth in a notice to proceed issued by the User Agency.

*(Paragraphs Deleted)*

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

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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

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

Init.

[ ] By the following date:

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

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

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### 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. Subject to additions and deductions as provided in the Contract Documents, the Contract Sum shall be: \$ \_\_\_\_\_.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum.

*(Paragraph Deleted)*

*(Table Deleted)*

#### § 4.4 Unit prices, if

*any, are specified in the Bid Proposal Form and include all costs, including without limitation, labor, materials, services, regulatory compliance, overhead, and profit necessary for the completion of the Work. Unit prices shall be used for both additions to, and deletions from the Work.*

*(Table Deleted)*

#### § 4.5 Liquidated damages, if any:

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

.1 In the event that there is one date for Substantial Completion of the Work, the Contractor shall pay the Owner the sum stipulated in this Section 4.5.1 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete: \$ \_\_\_\_\_.

.2 In the event that the Project is scheduled to be completed in phases, and there is more than one date for Substantial Completion of the Work, the Contractor shall pay the Owner an aggregate amount equal to the sums stipulated in this Section 4.5.2 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work for each phase is substantially complete:

Init.

**Phase      Liquidated Damages Sum**

.3 The Owner and the Contractor have reasonably determined the sums set forth in this Section 4.5 to be a fair estimate of the Owner' actual damages which are difficult to ascertain in the event of delay.

**§ 4.6 Other:**  
*(Paragraph Deleted)*

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

**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 and approved by the Owner in writing, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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

**§ 5.1.3** The Owner shall make payment of the certified amount, less retainage, to the Contractor not later than the 30<sup>th</sup> working day following written approval by the Owner.

*(Paragraph Deleted)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor and approved by the Design Agent and the Owner in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Design Agent and the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2007, General Conditions of the Contract for Construction as modified by the Owner, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007 as modified by the Owner;

Init.

- .3 For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2007 as modified by the Owner; and
- .4 Retainage withheld pursuant to Section 5.1.7.

#### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5%) percent.

*(Paragraph Deleted)*

#### **§ 5.1.7.1.1 Deleted.**

*(Paragraph Deleted)*

#### **§ 5.1.7.2 Deleted.**

*(Paragraph Deleted)*

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Paragraph Deleted)*

The amount of five (5%) percent shall be retained by the Owner through the date of Substantial Completion of the Work and then after the date of Substantial Completion of the Work in accordance with R.I. Gen. Laws § 37-12-10.1.

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

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

**§ 5.1.10** Within 10 working days of receipt of any progress payment from the Owner, the Contractor must pay its Subcontractors the full amount included for each such Subcontractor within the Contractor's Application for Payment in accordance with the provisions of AIA A201 - 2007, General Conditions of the Contract for Construction as modified by the Owner.

#### **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, less the amount withheld pursuant to § 5.1.7.3, shall be made by the Owner to the Contractor when:

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2007 as modified by the Owner, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner;
- .3 the Contractor has submitted its final release and final releases from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- .4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 working days after the issuance of the Design Agent's final Certificate for Payment and written approval by the Owner.

Init.

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 **et seq.**

### § 5.4 Owner's Rights

§ 5.4.1 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any unpaid obligations owed to the State of Rhode Island by the Contractor, including without limitation, any and all unpaid taxes, the amount of any claim against the Contractor arising out of this Agreement, or any amount on account of any other reason permitted by applicable law.

§ 5.5 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the *requirements of such section.*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 **et seq.**, will serve as the Initial Decision Maker *in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 6.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 6.3 of any Claim arising prior to the date final payment is due.*

### § 6.2 Mediation

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 6.3, the Contractor shall *have the* option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

*(Paragraph Deleted)*

### § 6.3 Binding Dispute Resolution

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, or mediation at the option of the Contractor pursuant to Section 6.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 **et seq.**

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007, as modified by the Owner. The Contract may also be terminated by the Owner: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as *otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.*

§ 7.1.1 *Deleted.*

§ 7.2 The Work may be suspended by the Owner as provided in: (i) the State of Rhode Island General Conditions of Purchase Regulation or other applicable law; or (ii) Article 14 of AIA Document A201-2007 as modified by the Owner.

Init.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to: (i) the AIA Document A201 – 2007 or other Contract Document as modified by the Owner; and (ii) that provision in the AIA Document A201 – 2007 as modified by the Owner or other Contract Document as amended or supplemented by other provisions of the Contract Documents.

### § 8.2 Representatives for the Owner

§ 8.2.1 The Owner's representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

§ 8.2.2 The User Agency's representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

Kevin Fitta, Director Capital Projects  
RI College  
600 Mt Pleasant Ave  
Providence, RI 02908  
Tel: (401) 456-9885  
www.ric.edu

§ 8.2.3 The Design Agent's representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

§ 8.3 The Contractor's representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

§ 8.4 Neither the Owner's nor the Contractor's representative nor the Design Agent's representative shall be changed without 10 working days' prior notice to the other party.

### § 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.6 Deleted.

§ 8.7 Other provisions:

§ 8.7.1 The Contractor represents and warrants to the Owner, in addition to any other representations and warranties of the Contractor elsewhere in the Contract Documents:

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User Notes:

(3B9ADA4C)

.1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possess sufficient working capital to perform their obligations under the Contract Documents.

.2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.

.3 *The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.*

.4 The execution of this Agreement and its performance is within its duly authorized powers.

.5 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.

.6 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of a contractor possessing such experience and expertise.

§ 8.7.2 The representations and warranties of the Contractor in this Section 8.7 and elsewhere in the Contract Documents will survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work.

§ 8.7.3 Any Change Orders or other Modifications must be approved in writing by the Owner.

§ 8.7.4 The Owner is the State of Rhode Island, acting by and through its Department of Administration, Division of Purchases, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, mechanics liens may not be placed against the Project.

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner
- .2 **Deleted.**
- .3 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner.
- .4 **Deleted.**
- .5 Drawings

*(Table Deleted)*

The Drawings are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

- .6 Specifications

*(Table Deleted)*

The Specifications are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

- .7 Addenda, if

*(Table Deleted)*

any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the

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Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

.8

*Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.*

.9 Other documents listed below:

*(Paragraph Deleted)*

.1 The Solicitation, issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist.

*(Paragraph Deleted)*

.2 The Bid Proposal, including without limitation, the Bid Form and the Bidder Certification Cover Form.

*(Table Deleted)*

.3 The Purchase Order issued by the Owner.

§ 9.2 This Agreement and the Contract Documents are subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

*(Table Deleted)*

*(Paragraph Deleted)*

§ 9.3 *In the event of any conflict between or among the Contract Documents, or any Contract Documents and any provision of the State of Rhode Island Procurement Regulations and/or any other provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control.*

## ARTICLE 10 BENEFITS OF AGREEMENT

§ 10.1 The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits hereunder to which such a party is entitled. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other third party against the Owner or the User Agency.

§ 10.2 This Agreement shall be binding on the Contractor and its successors and assigns; provided, however, that the Contractor may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

This Agreement is entered into as of the day and year first written above; provided, however, that this Agreement shall not become a valid, binding, and enforceable contract unless and until the Owner shall have issued a Purchase Order.

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**THE STATE OF RHODE ISLAND, acting by  
and through its Department of Administration,  
Division of Purchases**

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

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

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

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

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**00 65 19 – WAIVER OF LIEN FORM**

RIC Document 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**

Capital Projects Administration  
600 Mount Pleasant Ave, Physical Plant, Providence, RI 02908

**WAIVER OF LIEN FORM MATERIAL OR LABOR**

Construction Project Title: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

Application / Certificate for  
Payment No.: \_\_\_\_\_

Paid Through Date: \_\_\_\_\_

Schedule of Values Line  
Item No.: \_\_\_\_\_

Description of Work  
Heading: \_\_\_\_\_

Total Payments 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.

Dated at this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**END OF ATTACHMENT**

**00 72 00 – GENERAL CONDITIONS**

**PART 1 - GENERAL**

GENERAL CONDITIONS

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

**END OF SECTION**

1.1

# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

### for the following PROJECT:

*(Name and location or address)*

600 Mt Pleasant Ave  
Providence, RI 02908

### THE OWNER:

*(Name, legal status and address)*

*(Paragraphs deleted)* The State of Rhode Island, acting by and through the Department of Administration Division of Purchases, on behalf of the User Agency

One Capitol Hill, Second Floor  
Providence, Rhode Island 02908-5855  
(401) 574-8100 (telephone)  
(401) 574-8387 (facsimile)  
[www.purchasing.ri.gov](http://www.purchasing.ri.gov)

### THE USER AGENCY

*(Paragraphs deleted)*

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

Rhode Island College  
600 Mt Pleasant Ave  
Providence, RI 02908  
Tel: (401) 456-9885

*(Paragraphs deleted)*

[www.ric.edu](http://www.ric.edu)

### THE Design Agent:

*(Paragraphs deleted)*

*(Name, legal status, address, telephone and facsimile numbers, and web address)*

### ADDITIONS AND DELETIONS:

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

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

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**TABLE OF ARTICLES**

**1 GENERAL PROVISIONS**

**2 OWNER**

**3 CONTRACTOR**

**4 DESIGN AGENT**

**5 SUBCONTRACTORS**

*(Paragraphs deleted)*

**6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

*(Paragraphs deleted)*

**7 CHANGES IN THE WORK**

**8 TIME**

*(Paragraphs deleted)*

**9 PAYMENTS AND COMPLETION**

*(Paragraphs deleted)*

**10 PROTECTION OF PERSONS AND PROPERTY**

**11 INSURANCE AND BONDS**

**12 UNCOVERING AND CORRECTION OF WORK**

*(Paragraphs deleted)*

**13 MISCELLANEOUS PROVISIONS**

*(Paragraphs deleted)*

**14 TERMINATION OR SUSPENSION OF THE CONTRACT**

*(Paragraphs deleted)*

**15 CLAIMS AND DISPUTES**

*(Paragraphs deleted)*

## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 BASIC DEFINITIONS**

#### **§ 1.1.1 THE CONTRACT DOCUMENTS**

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

#### **§ 1.1.2 THE CONTRACT**

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

#### **§ 1.1.3 THE WORK**

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

#### **§ 1.1.4 THE PROJECT**

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

#### **§ 1.1.5 THE DRAWINGS**

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

#### **§ 1.1.6 THE SPECIFICATIONS**

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

#### **§ 1.1.7 INSTRUMENTS OF SERVICE**

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

#### **§ 1.1.8 INITIAL DECISION MAKER**

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

### **§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

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

**§ 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.

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

§ 1.2.4 In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the following order of priority:

- .1 Modifications (if any).
- .2 The Purchase Order.
- .3 The Agreement.
- .4 The Solicitation, including any Addenda, and the Specifications and Drawings
- .5 The Supplementary Conditions (if any).
- .6 The General Conditions.
- .7 The Bid Proposal.

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

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

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

### § 1.3 CAPITALIZATION

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

### § 1.4 INTERPRETATION

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

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

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

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

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

## ARTICLE 2 OWNER

### § 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express

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authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Deleted.

## § 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

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

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

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

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

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

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

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

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

### **§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

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

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

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

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

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

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

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

### **§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

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

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

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

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

#### § 3.4 LABOR AND MATERIALS

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

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

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

#### § 3.5 WARRANTY

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

#### § 3.6 TAXES

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

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

§ 3.6.3 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the requirements of such section.

#### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

### § 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the name and qualifications of a proposed superintendent. The Design Agent may reply within 14

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working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to the proposed superintendent or (2) that the Design Agent requires additional time to review. Failure of the Design Agent to reply within the 14 working-day period shall constitute notice of no reasonable objection.

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

### **§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES**

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

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

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

### **§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE**

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

### **§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Agent Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Owner and the Design Agent or, in the absence of an

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approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Design Agent that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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

### **§ 3.13 USE OF SITE**

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

### **§ 3.14 CUTTING AND PATCHING**

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

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**§ 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.

### **§ 3.15 CLEANING UP**

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

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

### **§ 3.16 ACCESS TO WORK**

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

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

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

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the State of Rhode Island, and each executive, legislative, judicial, regulatory, and administrative body of the state, and any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, and fire district, and other agency of Rhode Island state, municipal, and local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic, including without limitation, the User Agency, their elected and appointed officials, members, employees, and agents, the Design Agent, the Design Agent's Consultants, Subconsultants, and Subcontractors, and agents and employees and any of them from and against any and all claims, demands, damages, liabilities, judgments, losses and expenses, including but not limited to attorneys' fees and costs of mediation, arbitration, and/or litigation, arising out of or resulting from performance of the Work, and/or the obligations of the under the Contract Documents, but only to the extent caused by the 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 any such claim, demand, damage, liability, judgment, 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 that would otherwise exist as to a party or person described in this Section 3.18.

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

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

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entity so indemnified.

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

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

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

#### **ARTICLE 4 DESIGN AGENT**

##### **§ 4.1 GENERAL**

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

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

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

##### **§ 4.2 ADMINISTRATION OF THE CONTRACT**

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

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

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

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

##### **§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

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

through the Design Agent. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Owner may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to any such proposed person or entity or (2) that the Owner or Design Agent requires additional time for review.

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

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

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

### § 5.2.5 MANUFACTURERS AND FABRICATORS

§ 5.2.5.1 Not later than 10 working days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner and the Design Agent the names of the manufacturers or fabricators for certain products, equipment, and systems identified in the Specifications and, where applicable, the name of the installing Subcontractor. The Owner may reply within 14 working days to the Contractor in writing, stating: (i) whether the Owner or the Design Agent has reasonable objection to any such proposed person manufacturer or fabricator; or (ii) whether the Owner or Design Agent requires additional time to review.

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

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

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

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### § 5.3 SUBCONTRACTUAL RELATIONS

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

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

*(Paragraph deleted)*

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

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## § 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

## § 6.3 OWNER'S RIGHT TO CLEAN UP

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

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

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

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

### § 7.2 CHANGE ORDERS

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

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

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

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Design Agent and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or

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both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

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

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

**§ 7.3.4 Deleted.**

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

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

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

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

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

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

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

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

- .1 For the Contractor, for work performed by the Contractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's Subcontractors, an amount not to exceed five (5%) of the amount due to the Subcontractors.
- .3 For each Subcontractor, for work performed by the Subcontractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 5% of the amount due the Sub-subcontractor.
- .5 Where the Work represents both additions and deletions and results in a net increase, the allowable overhead and profit shall be in accordance with this Section 7.3.11, but in no event shall the amount exceed fifteen (15%) percent of the net increase in the cost of the Work.
- .6 The fee increase to any permit required by the additional work is allowed to be added to the Change Order costs. However, the Contractor is required to submit proof that the additional fee was paid to the presiding authority.

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

#### § 7.4 MINOR CHANGES IN THE WORK

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

### ARTICLE 8 TIME

#### § 8.1 DEFINITIONS

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

The date of commencement of the Work is the date established in Section 3.1 of the Agreement..

*(Paragraph deleted)*

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

§ 8.1.4 Deleted.

#### § 8.2 PROGRESS AND COMPLETION

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

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

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

#### § 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Design Agent, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other

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causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

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

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

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

### § 9.2 SCHEDULE OF VALUES

Within 20 working days of the issuance of the Purchase Order, and promptly if revision is necessary from time to time as a result of a Change Order, the Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where

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the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees.

#### **§ 9.4 CERTIFICATES FOR PAYMENT**

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

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

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

#### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Design Agent will withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Design Agent's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Design Agent is unable to certify payment in the amount of the Application, the Design Agent will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Design Agent cannot agree on a revised amount, the Design Agent will promptly issue a Certificate for Payment for the amount for which the Design Agent is able to make such representations to the Owner. The Design Agent may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Agent's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of:

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

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

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

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## § 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

## § 9.7 FAILURE OF PAYMENT

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

## § 9.8 SUBSTANTIAL COMPLETION

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor

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shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Design Agent to determine Substantial Completion. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

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

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

### **§ 9.9 PARTIAL OCCUPANCY OR USE**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

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

### **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

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

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the

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Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) all other close-out documents required by the Owner, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

### **§ 10.2 SAFETY OF PERSONS AND PROPERTY**

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

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

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

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

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

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

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

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

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

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

**§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

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

**§ 10.3 HAZARDOUS MATERIALS**

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

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

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appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

#### **§ 10.4 EMERGENCIES**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 CONTRACTOR'S LIABILITY INSURANCE**

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

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

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

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

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

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

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

## § 11.2 OWNER'S LIABILITY INSURANCE.

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

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

## § 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 Deleted.

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

#### § 11.3.7 WAIVERS OF SUBROGATION

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

§ 11.3.8 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance

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proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

### ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

#### § 12.1 UNCOVERING OF WORK

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

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

#### § 12.2 CORRECTION OF WORK

##### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

##### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

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

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

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

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

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

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

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

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

## **§ 13.4 RIGHTS AND REMEDIES**

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

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

## **§ 13.5 TESTS AND INSPECTIONS**

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

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

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

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

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

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

## **§ 13.6 INTEREST**

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

## **§ 13.7 TIME LIMITS ON CLAIMS**

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

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

### **§ 14.1 TERMINATION BY THE CONTRACTOR**

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

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

**§ 14.1.2 Deleted.**

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

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

**§ 14.2 TERMINATION BY THE OWNER FOR CAUSE**

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

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of breach of a provision of the Contract Documents; or
- .5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

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

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

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

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

**§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE**

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

**§ 14.3.2** The

*(Paragraphs deleted)*

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

#### **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

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

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

### **ARTICLE 15 CLAIMS AND DISPUTES**

#### **§ 15.1 CLAIMS**

##### **§ 15.1.1 DEFINITION**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

##### **§ 15.1.2 NOTICE OF CLAIMS**

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

##### **§ 15.1.3 CONTINUING CONTRACT PERFORMANCE**

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

##### **§ 15.1.4 CLAIMS FOR ADDITIONAL COST**

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

##### **§ 15.1.5 CLAIMS FOR ADDITIONAL TIME**

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

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

**§ 15.1.5.3** Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each

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cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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

**§ 15.1.6**

*(Paragraphs deleted)*

**Deleted.**

**§ 15.2 INITIAL DECISION**

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

**§ 15.2.2 Deleted.**

**§ 15.2.3 Deleted.**

**§ 15.2.4 Deleted.**

**§ 15.2.5 Deleted.**

**§ 15.2.6 Deleted.**

**§ 15.2.6.1 Deleted.**

**§ 15.2.7 Deleted.**

**§ 15.2.8 Deleted.**

**§ 15.3 MEDIATION**

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

**§ 15.3.2 Deleted.**

**§ 15.3.3 Deleted.**

**§ 15.4 BINDING DISPUTE RESOLUTION**

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

*(Paragraphs deleted)*

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§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

**§ 16 COMPLIANCE WITH APPLICABLE LAW**

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

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## 00 73 01 – HOT WORK PROCEDURE

### PART 1 - GENERAL

#### PURPOSE

- A. To establish regulations and rules for the safe uses of open flames and spark producing equipment in state owned or leased facilities. Applicable regulations pertinent to this guide include OSHA 29 CFR 1910.252-.255 and NFPA 51B, and the insurers Hot Work Requirements.

#### 1.1 POLICY

##### A. Fire Protection

1. Contractors and employees shall comply with the regulations set forth in this policy to ensure the safe use of open flames and spark producing equipment.
2. When performing work within a state facility with a cutting torch or when using welding, brazing or soldering equipment a hot work permit is required to be filled out and precautions followed. The Hot Work Permits are available (free of charge) directly from the state's property insurer.
3. Prior to the start of the hot work operation, the contractor is to coordinate deactivation of related of the alarm system necessary to prevent false alarms prior to the start of the hot work operation with the Owner.
4. Upon completion of the project the fire alarm system will be restored to operational status.
5. During the hot work operation the following precautions will be followed:
  - a. A fire watch will be required by the individual responsible for authorizing the hot work operation.
  - b. Welding leads and burning hoses are to be kept out of walkways as much as possible
  - c. Inspect all leads, grounds, clamps, torches and cylinders before use. Be sure all fittings, couplings and connections are tight.
  - d. In gas welding and cutting, mixtures of fuel gas and air or oxygen must not be permitted except prior to consumption.
  - e. Only approved apparatus must be used, and portable cylinders of compressed gas must be properly secured to prevent upset.
  - f. Use proper ventilation in the work area.
  - g. All exposed combustible and flammable material within 35 feet of the point of operation should be removed where possible. Otherwise, protect with Approved welding pads, blankets and curtains, fire resistive tarpaulins or metal shields.
  - h. Cutting or welding on pipes or other metal in contact with combustible walls, partitions, ceilings or roofs shall not be undertaken if the work is close enough to cause ignition by conduction.
  - i. All hoses and leads will be inspected frequently and will be replaced as necessary.
  - j. A cutting or welding prohibition will be required whenever an area contains or may contain flammable/explosive vapors. The prohibition can only be lifted when the area has been purged and cleaned and the area has been tested and shown to be free of a flammable/explosive mix.

#### RESPONSIBILITY

##### A. Supervisor


1. Supervisor will train their employees in the potential fire hazards associated with hot work.

2. Supervisor will initiate a hot work permit prior to assigning work.
  3. The supervisor will obtain confirmation that:
    - a. Available sprinklers, hose streams and extinguishers are in service and operable.
    - b. Hot work equipment is in good working condition.
    - c. The following requirements within 35 feet of hot work shall be adhered to: a.) Flammable liquid, dust, lint and oily deposits have been removed. b.) Explosive atmosphere has been eliminated.
    - d. The floors have been swept clean.
    - e. Combustible floors have been wet down, covered with damp sand or fire resistive sheets are in place.
    - f. All exposed combustible and flammable material within 35 feet of the point of operation should be removed where possible. Otherwise, protect with FM Approved welding pads, blankets and curtains, fire resistive tarpaulins or metal shields.
    - g. All wall and floor openings are covered.
    - h. FM approved welding pads, blankets and curtains installed under and around work.
    - i. Protect or shut down ducts and conveyors that might carry sparks to distant combustible material.
  4. The supervisor is responsible for assuring that a 60 minute fire watch is maintained at the completion of all hot work assignments, that a hot work permit has been acquired for work involving open flames or spark producing tools and for assuring all fire prevention procedures and precautions are followed for protection of people and property including a fire watch, deactivation of the fire alarm.
  5. The supervisor will require that the area be monitored periodically for three hours after the fire watch is completed.
  6. The supervisor will confirm that employees are trained in use of fire extinguishers and hoses, and that the employees are familiar with emergency procedures in the event of a fire.
  7. At least once while the permit is in effect, the area should be inspected by the individual responsible for authorizing, cutting or welding operations to ensure that it is a fire safe area. (See article 3 above for fire safe conditions.)
  8. Proper personnel protective equipment including helmets, eye wear, face and hand shields applicable to the equipment used will be provided by the supervisor.
    - a. The equipment will be maintained and fit tested by management.
  9. Personal protective clothing consistent with OSHA standards will be worn.
  10. Tarps or fire resistant coverings sufficient to cover combustible materials within 35 feet of the operation will be provided.
- B. Employees
1. The employee shall be responsible to work in a safe manner and follow all safety precautions as trained by the supervisor.
  2. The employee charged with performing the hot work will initiate part 2 of the hot work permit and verify that a 60 minute fire watch has been maintained.
  3. Employees performing hot work will be required to either properly remove or cover combustible materials in the 35 foot area surrounding the hot work operation.
- C. Fire Safety Officer
1. The state employee charged with maintaining or inspecting the fire alarm system will deactivate the system.

2. The area will be evaluated by this individual to identify fire hazards and provide required suppression equipment.
3. The fire safety officer will ensure that combustible materials within 35 feet of the hot work operation are properly tarped or moved a safe distance.
4. In addition, this officer will ensure that personnel in close proximity to this work area are properly protected against heat, sparks and slug.

D. Management

1. Maintain a log of hot work permits.
2. Provide safety training for supervisors.
3. Confirm that all contractors follow all requirements of this protocol.

<h1>HOT WORK PERMIT</h1>	
<b>STOP!</b>	
Avoid hot work or seek an alternative/safer method, if possible.	
This <i>Hot Work Permit</i> is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.	
<p style="text-align: center;"><b>Instructions</b></p> <p><b>1. Firesafety supervisor:</b></p> <p><b>A.</b> Verify precautions listed at right (or do not proceed with the work).</p> <p><b>B.</b> Complete and retain Part 1. (Part 1A is for quality assurance documentation, if necessary.)</p> <p><b>C.</b> Issue Part 2 to person performing hot work.</p> <hr/> <p><b>HOT WORK BY</b></p> <input type="checkbox"/> Employee <input type="checkbox"/> Contractor _____ <p><b>DATE</b> _____ <b>JOB NUMBER</b> _____</p> <p><b>LOCATION/BUILDING AND FLOOR</b></p> <p>_____</p> <p><b>NATURE OF JOB</b></p> <p>_____</p> <p><b>NAME (PRINT) AND SIGNATURE OF PERSON PERFORMING HOT WORK</b></p> <p>_____</p> <hr/> <p style="background-color: #ffff00; padding: 5px;">I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.</p> <p><b>NAME (PRINT) AND SIGNATURE OF FIRESAFETY SUPERVISOR/OPERATIONS SUPERVISOR</b></p> <p>_____</p> <hr/> <p><b>TIME STARTED:</b> _____ <b>TIME FINISHED:</b> _____</p> <p style="text-align: center;">a.m. p.m. a.m. p.m.</p> <p><b>Permit Expires</b> <b>DATE</b> _____ <b>TIME</b> _____</p> <p style="text-align: center;">a.m. p.m. a.m. p.m.</p> <hr/> <p style="background-color: #ffff00; padding: 5px;"><b>Note:</b> Emergency notification on back of form. Use as appropriate for your facility.</p> <p style="font-size: small;">To order additional hot work permits or other FM Global resources, order online 24 hours a day, seven days a week, at <a href="http://www.fmglobalcatalog.com">www.fmglobalcatalog.com</a>.</p> <div style="text-align: center;">  <p style="font-size: x-small;">F2630 © January 2011 FM Global. All rights reserved.</p> </div>	<p style="text-align: center;"><b>Part 1</b></p> <p style="text-align: center;"><b>Required Precautions Checklist</b></p> <input type="checkbox"/> Control valves to water supply for sprinkler system are open. <input type="checkbox"/> Hose streams and extinguishers are in service/operable. <input type="checkbox"/> Hot work equipment in good working condition. <p><b>Requirements within 35 ft. (11 m) of hot work</b></p> <input type="checkbox"/> Flammable liquid, dust, lint and oily deposits removed. <input type="checkbox"/> Explosive atmosphere in area eliminated. <input type="checkbox"/> Floors swept clean. <input type="checkbox"/> Combustible floors wet down, covered with damp sand or fire-resistive sheets. <input type="checkbox"/> Remove other combustible material where possible. Otherwise, protect with FM Approved welding pads, blankets and curtains, fire-resistive tarpaulins or metal shields. <input type="checkbox"/> All wall and floor openings covered. <input type="checkbox"/> FM Approved welding pads, blankets and curtains installed up and around work. <input type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant combustible material. <p><b>Hot work on walls, ceilings or roofs</b></p> <input type="checkbox"/> Construction is noncombustible and without combustible cover or insulation. <input type="checkbox"/> Combustible material on other side of walls, ceilings or roofs is removed. <p><b>Hot work on enclosed equipment</b></p> <input type="checkbox"/> Enclosed equipment cleaned of all combustible material. <input type="checkbox"/> Containers purged of flammable liquid/vapor. <input type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and vented. <p><b>Fire watch/hot work area monitoring</b></p> <input type="checkbox"/> Fire watch will be provided during and for one (1) hour after work including any break activity. <input type="checkbox"/> Fire watch is supplied with suitable extinguishers, and where appropriate a charged small hose. <input type="checkbox"/> Fire watch is trained in use of equipment and in sounding alarm. <input type="checkbox"/> Fire watch may be required in adjoining areas, above and below hot work area. <input type="checkbox"/> Monitor hot work area for up to an additional three (3) hours plus one (1) hour fire watch. <p><input type="checkbox"/> <b>Other precautions taken:</b></p> <p>_____</p> <p>_____</p> <p>_____</p>

END OF SECTION

## 00 73 02 – MANAGING FIRE PROTECTION SYSTEM IMPAIRMENT

### PART 1 - GENERAL

#### IMPLEMENTATION

- A. The following management procedure applies to the Contract for Construction and is a part of the Contract Documents.

#### MANAGING FIRE PROTECTION SYSTEM IMPAIRMENT

- 1.1 A. Impairment to fire protection equipment is a situation in which the system is shut off, either in whole or in part. The impairment may be necessary to conduct scheduled maintenance of equipment or to make emergency repairs. Impairment may also be due to new construction. Normal system tests and inspections are not considered impairment.
- 1.2 B. Regardless of the reason, impairment results in the sprinkler system and/or fire alarm system being temporarily out of service, such a condition may result in severe property loss in the event of a fire. Locations protected by automatic sprinkler systems must have an impairment handling program to control situations when sprinkler systems must be shut down.
- C. Whenever a sprinkler system has been impaired all hot work in the area of the impaired system should be prohibited.
- D. A periodic fire watch should be established when either the sprinkler system or the fire alarm system is out of service.
- E. The State's property insurance carrier recommends an impairment handling kit. The Red Tag Permit System consists of four key elements:
1. A Red Tag Permit
  2. Fire Protection Equipment Decals: are to be affixed to fire protection equipment as a reminder that authorization is needed before any shut down can occur.
  3. Reusable Impairment Tag for Fire Service Connections: There is space on the notification tag for the phone numbers of the Fire department, Alarm Company, and the local Water Department as well.
  4. Red Tag Permit System Wall Hanger: contains pockets to keep other elements of the system organized and within reach; also the Hanger lists steps to be taken before, during and after impairment. The Wall Hanger also lists the contact to be notified of the impairment.
- F. An engineer and/or client service representative can advise you on how to proceed and follow up until protection has been restored. In addition this representative may be able to help minimize downtime, if possible, reduce fire exposure to the area, arrange for temporary protection and determine how to restore protection as quickly as possible.
- G. For scheduled maintenance of fire alarm systems, vendors must as prescribed in Rhode Island Fire Codes notify the building owner 48 hours in advance of pending maintenance.
- H. As part of base contract, the Contractor is required to provide a licensed electrician to oversee and perform the required temporary modifications to the fire alarm system during the impairment, including bypass control during fire sprinkler work. The College will not provide personnel for this purpose.

### END OF SECTION



**RHODE  
ISLAND  
COLLEGE**

OFFICE OF CAPITAL PROJECTS | 600 MOUNT PLEASANT AVE, PHYSICAL PLANT, PROVIDENCE, RI 02908

**FIRE SPRINKLER AND ALARM SYSTEM IMPAIRMENT NOTIFICATION FORM**

To: RIC Office of Capital Projects

Date: \_\_\_\_\_

Start of Planned Impairment: \_\_\_\_\_

End of Planned Impairment: \_\_\_\_\_

Building occupied during impairment: Yes:\_\_\_ No:\_\_\_

Any hot work to be performed: Yes:\_\_\_ No:\_\_\_

Description of Work to be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


RIC Trade & Fire Alarm Safety Manager, David Benevides, can also be directly contacted at 401-456-4747.

Contractor supervisory personnel shall remain in the building for the entire duration of the impairment.

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_

<b>RED TAG PERMIT</b>	
CONTROL NUMBER <b>2151373</b>	INDEX NUMBER
PRECAUTIONS TAKEN (CHECK AS APPROPRIATE)	
<input type="checkbox"/> Emergency Organization Notified	<input type="checkbox"/> Continuous Work Authorized
<input type="checkbox"/> Public Fire Department Notified	<input type="checkbox"/> Ongoing Patrol of Area
<input type="checkbox"/> Hazardous Operations Stopped	<input type="checkbox"/> Hydrant Connected to Sprinkler Riser
<input type="checkbox"/> Hot Work Prohibited	<input type="checkbox"/> Pipe Plugs on Hand
<input type="checkbox"/> Smoking Restricted	<input type="checkbox"/> Fire Hose Laid Out
<input type="checkbox"/> Other _____	
CONTACT NAME	
LOCATION (City, State/Province)	
CONTACT PHONE NO.	CONTACT FAX NO.
CHECK IF	SPRINKLER VALVE LOCATION/NUMBER
<input type="checkbox"/> SPRINKLER	
<input type="checkbox"/> FIRE PUMP	
<input type="checkbox"/> CO <sub>2</sub>	AREA PROTECTED
<input type="checkbox"/> HALON	
<input type="checkbox"/> OTHER	
REASON FOR IMPAIRMENT	
PLANNED DATE/TIME TO BE CLOSED	
PLANNED DATE/TIME TO BE OPEN	
NAME/TITLE OF RESPONSIBLE PERSON	
AUTHORIZED BY (NAME)	FIRE PROTECTION EQUIPMENT OPERATOR (NAME)
PART 1 INSTRUCTIONS	
Permit Authorizer: Fill out using ballpoint pen, sign and issue permit as follows:	
Phone Part 1 information, or fax this part, to the FM Global number listed on the Red Tag Permit Wall Kit.	
Place Part 2 in center pocket of Wall Kit as visual reminder of impairment.	
Issue Part 3 (Red Tag) to Fire Protection Equipment Operator to attach to impaired equipment.	
	
<b>RED TAG PERMIT</b> Part 1 of 3	
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END OF ATTACHMENT

**00 73 36 – 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. These rates may be obtained at the following website:

[www.wdol.gov/dba.aspx](http://www.wdol.gov/dba.aspx)

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 SECTION**

**00 90 00 – ADDENDA AND MODIFICATIONS**

**PART 1 - GENERAL**

- A. As of the time of publication of this Project Manual, no Addenda had been issued.
- B. Should Addenda be issued during the Bid Period, they will augment this Document and become a part of the Project Manual.
- C. 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 SECTION**

## 01 10 00 – SUMMARY

### PART 1 - GENERAL

#### PROJECT

A. The Project consists of the construction of the following types of work:

1. In areas noted on the finish plans, Remove and dispose of existing Vinyl Flooring, Carpet, Transition strips, and cove base.
2. In areas noted on the finish plans, install new Carpet Tile, Linoleum flooring, transition strips, and Cove base.
3. Patching and painting walls throughout areas shown on plans.
4. Performing Restorative Bonding to bathroom tile on the third and fourth floors.
5. Removal of exterior window caulking and backer rod, and installation of new exterior window caulking and backer rod on all of the fourth floor windows.
6. Painting all sides of all door frames on the third and fourth floor, painting all sides all doors on the fourth floor in noted areas on the plans.
7. Contractor will be responsible for moving furniture out of existing offices and spaces and delivering to on campus location, some furniture will need to be salvaged for reuse and moved out of offices into designated area on campus or within the building, then moved back into finished spaces. Any and all furniture that the college does not want to salvage is to be demolished and removed from the site by the contractor.

#### 1.2 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 50 00 - Agreement.

#### 1.3 DESCRIPTION OF WORK

A. Scope of demolition and removal work is shown on drawings plus as specified in Section 024100.

B. Scope of alterations work is shown on drawings and/or as specified herein.

C. Site modifications: None

D. Architectural modifications: Painting and Flooring Replacement.

1.4 E. Contractor is responsible for removing furniture from highlighted areas and relocating to an area on campus.

#### SCHEDULE

A. Ordering of products, coordination and preparatory work is to commence within 7 days of receipt of Purchase Order.

B. Construction at the site can commence May 13, 2019. Substantial Completion is July 12, 2019. Final Completion is July 26, 2019.

C. Substantial completion date is 46 Calendar Days from Issuance of the Purchase Order. This is the date to which liquidated damages may 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.

D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

ITEMS TO BE SALVAGED

- A. All Furniture throughout the areas noted on the plans within the scope of work on the third and fourth floors to be salvaged for reuse and delivered to a location on campus.

SUBCONTRACTOR CERTIFICATION REQUIREMENTS

- A. See individual Specification sections.

1.5

**PART 2 - PRODUCTS - NOT USED**

1.6 **PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## 01 14 00 - COORDINATION OF WORK WITH OWNER

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Contractor Use of Site and Premises.
- B. Utility and Building Services Outages and Shutdowns.
- C. Construction Activities in Occupied Spaces.
- 1.1 D. Construction Activities in Occupied Spaces
- E. Time Restrictions and Working Hours.
- F. Schedule Coordination.

#### CONTRACTOR USE OF SITE AND PREMISES

- 1.2 A. Owner intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling.
- B. Construction Operations: Limited to areas noted on Drawings. Coordinate with Site Utilization Requirements. Include in the Base Bid all costs of this coordination, including all premium time wages that may be required to meet these requirements and project schedule. Cost of all work done during second or third shifts or on weekends and holidays shall be included in the bid price.
- C. 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, including access to office suites that will remain operational during construction.
- D. 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.
  - 3. Barriers and signage must be provided by the contractor to the satisfaction of the Owner to separate the work area from occupied areas. Efforts must be taken to limit dust, noise and odors from escaping the work area. Proper separation and protection of interior spaces shall be established and maintained during the project, to the satisfaction of the Owner.
  - 1.3 4. Contractor is responsible for cleaning construction dust and/or debris from public areas and daily or at the request of the Owner. Work areas within the building shall be kept tidy at all times.
  - 5. Contractor shall provide and maintain walk-off mats at work site entries.
  - 6. Provide access to office suites that will remain occupied during the construction.

#### UTILITY AND BUILDING SERVICES OUTAGES AND SHUTDOWN:

- A. Prevent accidental disruption of utility services to other facilities. Contractor is responsible for restoration and damages resulting from unplanned disruptions to utilities.
- B. For life safety systems interruptions or shutdowns, including but not limited to fire sprinklers and fire alarm system, seven (7) days' written notice to Owner and authorities having jurisdiction shall be provided. Contractor to utilize Fire Sprinkler and Alarm System Impairment Notification Forms found in Section 00 73 02. Contractor is responsible for providing Fire Alarm Technician or support

personal to provide the necessary bypassing or fire watch as required for fire sprinkler or other life safety shutdowns.

- C. Electrical, plumbing, network and other utility shutdowns shall be scheduled off hours.
- D. When construction activities impact ventilation, heating or air conditioning to occupied building spaces, the contractor shall provide the necessary equipment to maintain proper ventilation rates and a temperature of 68° heating and 72° cooling. Prior to the decommissioning of equipment, the contractor shall submit a plan for temporary HVAC services, including unit location, utility connection, ductwork tie in and other logistical considerations.
- E. Refer to Section 01 17 90 Utility Shutdowns for more information.

#### CONSTRUCTION REQUIREMENTS FOR OCCUPIED BUILDINGS:

- A. Owner intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling.
- 1.4 B. The Building and surrounding areas will be occupied during construction. The Contractor shall be solely responsible for initiating, maintaining and supervising safety, security and protection programs and shall comply with all applicable laws, ordinances, rules and regulations concerning safety of people and the protection of property.
- C. Barriers and signage must be provided by the contractor to the satisfaction of the Owner to separate the work area from occupied areas. Appropriate signage, approved by the Owner, shall be placed at all potential entrances to the Project Site and maintained throughout the project.
- D. Efforts must be taken to limit dust, noise and odors from escaping the work area. Proper separation and protection of interior spaces shall be established and maintained during the project, to the satisfaction of the Owner. Contractor shall provide and maintain walk-off mats and plastic barriers at work site entries.
- E. Contractor shall provide appropriate masking of building supply air intakes to protect indoor air quality and limit transfer of odors. Contractor to coordinate with Owner regarding shut down of appropriate units as work continues.
- F. Contractor to provide air scrubbing and/or negative air machines to prevent odors from escaping the Project Site.
- G. During the progress of the Work, the Contractor shall so conduct his work that as little inconvenience as possible is caused to the occupants. At the close of the work each day, the Contractor shall pick up and stow all equipment and miscellaneous material leaving the site in a neat and safe condition.
- H. The Contractor shall repair or replace, at his own expense, with new any item, surface, or object that is damaged by the Contractor or damaged because of the Contractor's actions during the course of the Work and during any guarantee period.
- I. Site and building conditions shall be restored to their condition as they were at the start of the Work. Before commencing work, the Contractor shall report any existing damage to the Architect in writing to assure that the Contractor will not be liable for preexisting damage.
- 1.5 J. Contractor is responsible for cleaning construction dust and/or debris from public areas and daily or at the request of the Owner. Work areas within the building shall be kept tidy at all times.
- K. Refer to Section 01 50 00 – TEMPORARY FACILITIES AND CONTROLS for more information.

#### CONSTRUCTION ACTIVITIES IN OCCUPIED SPACES

- A. The Project Site is defined as the immediate rooms under construction at a given time. Any work in vertically or horizontally adjacent classrooms, hallways, MEP/IT/FP spaces and grounds outside the

footprint indicated on the Site Utilization Plan shall be considered as being outside the Project Site. Areas outside the project site are identified as Occupied Spaces.

- B. The safety of building occupants and construction workers is paramount. All construction activities within Occupied Spaces shall be marked with cones and caution tape. Computer generated signage shall be provided indicating the path of travel around construction zones, and shall also be posted at stairwell doors indicating where internal construction activities may take place.
- C. Activities which require work in Occupied Spaces shall be specifically and clearly indicated on the Two-Week Look-Ahead and confirmed with the Owner at least two (2) business days in advance.
- D. Closures of the parking lot shall be limited and requires at least 7 calendar days' notice.
- E. Sufficient time to clean up work zones shall be allocated at the end of the shift. All construction activities within the building shall be thoroughly vacuumed, wet mopped and cleaned to the satisfaction of the Owner at the end of each shift.
- F. All construction materials, tools and debris must be removed from occupied building spaces once construction activities have ended for the day. Occupied spaces must be returned to original conditions to the greatest extent possible by 8am weekdays. If it is not feasible to do as such, notify the Owner immediately. With approval, the area shall be cordoned off with cones and caution tape and computer generated signage shall be posted to the satisfaction of the Owner.

#### TIME RESTRICTIONS AND WORKING HOURS

- 1.6
- A. Include in the Base Bid all costs of this coordination, including all premium time wages that may be required to meet these requirements and project schedule. Cost of all work done during second or third shifts or on weekends and holidays shall be included in the bid price.
  - B. Disruptive Activities & Work Restrictions The College uses the following categories to indicate work activities allowable during certain time periods:
    - 1. No Work: on site work is prohibited to take place during this time. Workers are prohibited from the site without prior notification to the Owner. In order to ensure the safety of occupants and preserve the educational experience, work **MAY NOT** take place during the following time periods:
      - a. At this time, there no specific No Work hours identified for this project, however, the College reserves the right to call for a no work period based upon class and exam schedules. The College will work with the Contractor to limit No Work days and provide as much notification as possible.
    - 2. Quiet Work: vibration producing work may not occur. Work that generates noise or odors that would escape the project site and cause disruption to occupant in adjacent Occupied Spaces is prohibited. Disallowed activities include but are not limited to: demolition of block and concrete, use of jackhammers, saw cutting, hammer drilling, connecting to building structure, mechanical fastening and other work activities which provides loud noises or vibrations that are constant in nature. Use of heavy solvents, odious paints and other irritants which cannot be contained through mechanical or physical barriers prohibited. Work in Occupied Spaces prohibited unless specific, written authorization is requested and granted.
      - a. Quiet Work is required 8am-10pm Monday-Thursday and 8am-4pm Friday.
      - b. It is the sole discretion of the Owner to determine if activities are considered disallowed during quiet work periods. The designation of disallowed activities is contingent on location within the job site and the activities of the occupants.
      - c. The contractor may request a "disturbance test" which may allow for some disallowed activities to take place during quiet work times. Contractor may request with 24 hour notice to run a limited test to determine if a specific activity in a set location can be performed

during quiet work periods. The owner will observe the impact on the occupied areas and determine if the activity take place. Waivers resulting from disturbance tests will be valid for a set period of time, based on construction activities and occupant usage.

3. No Restrictions: normal construction activities may take place. No restrictions on noise or vibrations. Utility shutdowns may occur following proper notifications.
  - a. This project's unrestricted hours are 10pm-8am Sunday-Friday and weekends between 5pm Friday and 8am Monday.

C. Working Hours

1. Contractor is expected to plan and execute the work on schedule within the parameters indicated above. Regular working hours for contractors are between 7:00 a.m. and 4:00 p.m., Monday through Friday. Work that is to take place outside of these timeframes are to be reflected on the Two Week Look-Ahead.
2. Contractor is permitted to work holidays, nights and weekends if it is communicated 48 hours in advance.
3. In the event of adverse weather, the College is open unless a State of Emergency is called by the Governor. The College is not responsible for lost time due to weather. Contractor to communicate with Project Manager regarding the college's status.
4. Special Work Hours are called for the following activities:

SCHEDULE COORDINATION

- 1.7 A. The contractor shall provide by noon on Thursdays the two week project look ahead which lists in detail the planned activities, locations of disturbance, scheduled subcontractors and working hours for the forthcoming Sunday-Saturday. The same shall be provided for the second week, but as a working draft. The document shall list out any utility shutdowns or other activities which require review and approval of the Owner.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## 01 17 90 – UTILITY PLANNING AND INTERRUPTIONS

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. This section details the minimum coordination requirements for system connections and service interruptions that may be required for new construction and renovation projects.

#### REQUIREMENTS

- 1.1 A. If a project or contract work requires the shutdown or de-energizing of any campus utility or building system, Contractor shall notify the Owner's Project Manager at least seven (7) calendar days in advance of the planned outage. Owner's Project Manager shall be responsible for contacting Facilities Operations and scheduling a meeting to review the shutdown. (Refer to Scheduling section).
- 1.2 B. In general, Contractors are not allowed to operate valves open or closed, or energize and de-energize switches without prior coordination and approval from the Owner. Exceptions to this policy are for new construction or within buildings that are closed for total renovation, where the utilities affected are within the construction zone and have been verified ahead of time not to have an adverse effect on other building or campus operations.
- C. Chilled water, high temperature hot water and steam shutdowns can be scheduled only during off-peak seasons with limited exceptions such as an emergency repair.
- D. Contractors shall coordinate to have the building fire alarm system disabled prior to performing any work, such as cutting or welding that may cause inadvertent operation of the fire alarm system, ("Hot Work") and arrange for it to be enabled at the completion of the work.
- E. "Hot work" permits are required prior to any cutting and welding operations within buildings; follow all policy safety precautions.

### PART 2 - PRODUCTS (NOT USED)

### 3. PART 3 - EXECUTION

#### OUTAGE TYPES

- A. There are three general types of outages, depending upon the impact that the work will have on existing building infrastructure and campus utilities. The level of planning and detail coordination required varies for each, as noted below.
  - 1. Independent Outages:
    - a. Independent outages typically have no impact on existing campus utilities, operating communications infrastructure, building occupants or building systems. Examples include work within new building construction or "gut" building renovations, or installation of new campus utilities not yet in service.
    - b. For independent outages, the Contractor shall contact the Owner's Project Manager to coordinate the outage scheduling, as well as outage notification, to other College departments and building Users affected by this work. Facilities Operations support is not required for this type of outage.
  - 2. Minor Outages:
    - a. Minor outages typically have a limited impact on existing campus utilities, including operating communications infrastructure within the project site or running through the site; building occupants or building systems. Examples include fire alarm zone lock-outs for

welding or other “Hot work” permits, to suit the installation of new fire alarm devices, or for branch line water shut-offs to suit connections of new plumbing fixtures.

- b. For Minor outages, limited College coordination is required; the Contractor shall contact the Owner’s Project Manager to coordinate the outage scheduling with Facilities Operations and the College’s trade staff. Details of the outage work will be developed as a general scope of work.
  - c. Project Manager will also coordinate the outage notification to other College departments and building Users affected by this work. Minimum outage notification times are required and an outage coordination meeting prior to the outage is required to review outage scope and details (See Scheduling section).
3. Major Outages:
- a. Major outages typically have a significant impact on existing campus utilities, communication systems and infrastructure, building occupants or building systems. Examples include shut down of building electrical power systems, central heating and cooling systems, shutdown of BAS and fire alarm systems, or shutdown of campus water, heating and chilled water systems.
  - b. For Major outages, significant coordination is required for both the Contractor and the Owner. Determination of major outages will be made in the Project Planning phase. Details of the outage work, and general outage scheduling will be developed during the design phase as an outage checklist (OCL).
  - c. During the construction phase, Contractor shall coordinate outage scheduling with the Owner’s Project Manager who will contact Facilities Operations to coordinate the required to support the outage work, as well as develop work orders for Trades support.
  - d. Owner’s Project Manager will also coordinate the outage notification to other College departments and building Users affected by this work. Minimum outage notification times are required and an outage coordination meeting prior to the outage is required to review outage scope and details (See Scheduling section).

3.2

#### OUTAGE PLANNING

- A. The Contractor will utilize the Utility & Critical System Outage Checklist deliverables provided in the Design phase and incorporate all required outages into their project construction schedule as milestone activities.
- B. The Contractor shall utilize and update the draft Utility & Critical System Outage Checklist(s) (OCL’s) (as developed by the Design Agent) based on their proposed project schedule and plan for construction.
- C. The updated Utility & Critical System Outage checklist shall be used for required outage coordination review meetings to review and confirm the outage impacts and resources required to support the outage from the College, the project team or others. Updated outage checklists shall clearly identify:
  1. Project impacts (what buildings, utility systems and/or system loads are impacted by the work).
  2. Any updates determined in the course of Contractor’s physical walkdown and verification of what systems and equipment are affected by the proposed shutdown.
  3. Outage schedule (time/date of when work will be performed and outage durations), including contingency communications for work that will extend beyond schedule;
  4. Required prep work to be completed or to be in place prior to support the actual outage work (install portable generator(s), pipe flushing procedures, filling and venting procedures, etc.).
  5. Brief description of the actual outage work and essential tasks being performed during the outage (Switches or valves being opened/closed, piping connections, etc.);

6. Note key coordination issues that need to be included as a part of the outage (need for portable generators to maintain power, street closure(s), police details, etc.).
  7. For hydronic systems, include how system draining, flushing, refilling and venting will be accomplished.
  8. For building electrical system outages, include copies of the panelboard schedules for all affected electrical equipment (panelboards, switchboards, motor control centers, etc.).
  9. Review and identify any potential outage impacts that may affect ongoing critical Research and Academic activities: i.e.: campus water and/or electrical services; building ventilation and exhaust systems, BAS controls, etc.
  10. Listing of key contacts and phone numbers for the Contractor, the College's FM staff, EH&S, CIS and DPS staff, and affected building staff.
- D. As a prerequisite of outage planning and preparations, it is the responsibility of the Contractor to perform their own visual inspection and walk down to verify what utilities and systems will be physically affected by the shutdown. This effort shall be made after review of available Record documentation, and consultations with the Design Agent, Owner's Project Manager and Facilities Operations, as well as other affected College departments, such as Environmental Health & Safety, Informational Technology, etc. The intent of the physical inspection and walkdown is to:
1. Verify known systems and system loads that will be affected by the outage.
  2. Identify any other undocumented systems and loads that may be affected by the proposed outage.
  3. Verify locations of existing system isolation switches, valves, bypasses, and temporary services.

#### OUTAGE REQUIREMENTS:

- 3.3
- A. The College's Environmental Health & Safety (EH&S) office shall be notified for all interruptions that affect building fire alarm and detection systems, fire suppression systems (fire sprinklers, kitchen hood suppression systems, dry systems, clean agent or Halon suppression systems), fire pumps and water distribution lines that connect to fire suppression systems.
  - B. For Research facilities, EH&S shall be notified of all interruptions affecting: fume hoods, HVAC supply and exhaust systems, Potable and non-Potable water systems, electrical, heating and cooling systems and Process cooling systems.
  - C. The College's Computing and Information Services (CIS) office requires notification for all communications systems and infrastructure outages and interruptions that affect telephone or network services.
- 3.4
- D. Proper Lockout/Tagout procedures shall be followed by both the Contractor and College's staff.

#### SCHEDULING:

- A. Outage dates shall be coordinated with the College's Academic calendar and identified blackout (no outage work) periods. Outages will occur off hours unless otherwise approved by the Owner.
- B. Independent Outages: Per the Owner's discretion.
- C. Minor Outages: normal workday hours; 48-hour minimum advance notice. Weekend/off-hours; 72-hour minimum advance notice. Actual outage scheduling is subject to Owner's staff availability.
- D. Major Outages: As determined by draft Utility & Critical System Outage checklist: minimum (2) week notice after approval; (4) weeks is preferred for major shutdowns.
- E. The Owner's Project Manager will assist the Constructor in the scheduling, as well as the notification of, related building Users and other College departments affected by this work.
- F. Steam Shutdowns are to must be coordinated through the Project Manager. Facilities Management will perform all steam shutdowns. The contractor must provide a minimum of ten (10) calendar days'

notice to the Project Manager for a pre-scheduled shutdown. The pre-scheduling must take place as far in advance as practicable as and no later than 30 days in advance.

**OUTAGE COORDINATION:**

- 3.5
- A. The Project Manager shall coordinate the shutdown details required for the project with the Facilities and Operations staff, the project team, Campus Police, and the Building Users (as required by the particular system interruption).
  - B. A coordination meeting shall be held with representatives of the Contractor, affected building Users, and other concerned parties to review the planned outage sequences and timing. Facilities Operations, Service Response and Engineering staff will generally advise of what campus operations and building Users will be affected by the proposed outage or shutdown; the Project Manager is in turn responsible to contact all the affected groups to determine the proper time for the shutdown and any special requirements to be provided during the shutdown.
  - C. A Utility and Critical System Outage Checklist (OCL) is required to be filled out for each major outage by the Design Agent and Contractor. The checklist includes relevant pre-outage work required prior to the outage, sequence(s) of work to be performed during the outage, expected outage times and durations, and key contact (cell phone) information for the Contractor, Facilities Operations staff, other affected College Department staff and affected Users. The completed checklist requires sign-off from the Facilities Operations Director.
  - D. The Contractor will submit the signed outage checklist to the College's Service Response Office as well as a Project Support Service Order for the appropriate Divisional resource allocation to perform and monitor the shutdown. Service Response will in turn formally notify all affected parties of the planned outage date(s) by e-mail and physical posting of the impacted buildings.

**END OF SECTION**

## 01 20 00 – PRICE AND PAYMENT PROCEDURES

### PART 1 - GENERAL

#### SECTION INCLUDES

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

#### SALES TAX EXEMPTION

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

#### ALLOWANCES

- A. See General Conditions Article 3.8 for Allowance provisions. General Contractor overhead and profit, bonding and other fees should be calculated into the Contract Sum and may not be assessed on Allowance Usage.
- 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: Allowances

1. Please refer to the Bid Form for the list of Allowances.

TESTING AND INSPECTION ALLOWANCE

- A. All costs of regularly scheduled testing are included in the Base Bid. See Bid Form for allowance to cover costs of additional testing to be provided when directed by the Owner.
- B. See Section 01 40 00 and its attachment for testing requirements.

1.4 UNIT PRICES

- A. See Section 01 22 00.

ALTERNATES

- 1.5 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.

- 1.6 B. Coordinate related work and modify surrounding work as required.

- C. Schedule of Alternates: See Section 01 23 00

SCHEDULE OF VALUES

- 1.7 A. See General Conditions Article 9.2 for Schedule of Values provisions.

- B. Contractors are required to submit the Schedule of Values within 20 days of the issuance of the Purchase Order.

- C. Schedule of Values (SOV) shall only be accepted on an original AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.

D. Format:

1. Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
2. Identify site mobilization, bonds, insurance, permits and closeout.
3. Provide separate line items for Labor and Materials where the value is greater than \$10,000.
4. Identify each Allowance as a line item.
5. Identify each Alternate as a line item.

- E. Submit for review and approval to the Design Agent and Owner the Schedule of Values prior to the first Application for Payment. Indicate in the email the intended date for each progress payment, typically the last day of the month. The first Application for Payment will not be accepted until the SOV is approved.

F. Revisions:

1. Once approved, the SOV shall only be revised to accommodate changes to the Contract Value.
2. Revise SOV to list changes to the contract value for which a revised Purchase Order has been issued. Provide a heading for the Change Order Number and list Change Order Proposals comprising said Change Order as individual lines on the SOV.
3. As Allowances are used, under the heading for the appropriate allowance, list Change Order Proposals charged to the Allowance as individual lines on the SOV. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

APPLICATIONS FOR PAYMENT

- A. See General Conditions Articles 9.3 for Applications for Payment provisions.
- B. Payment Period: Submit at monthly intervals based on the approved progress payment date, unless stipulated otherwise in the Supplemental General Conditions.
- C. Format
  - 1. Applications for Payments (AFP) shall utilize the approved Schedule of Values with modifications as required by changes to the Contract Value.
  - 2. AFPs shall only be accepted on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet(s).
- D. Prepare a draft version “pencil copy” of each application.
  - 1. The Pencil Copy shall be distributed via email ten (10) days prior to the established date for progress payment for review by Design Agent and Owner’s representative.
  - 2. Accompanying the Pencil Copy, Contractor shall provide a summary list of all sub-contractors who performed work on the site for the month.
  - 3. Design Agent and Owner’s representative shall review the Pencil Copy and request adjustments as appropriate.
  - 4. Contractor shall make agreed revisions and prepare final for payment
- E. Submitting for Payment
  - 1. Prepare one (1) original of the approved AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three (3) copies.
  - 2. Individually sign and notarize and emboss with notary's official seal, the original and each of the three (3) copies. Deliver to Design Agent for further processing and distribution.
  - 3. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for re-submittal.
  - 4. Applications not properly signed and notarized will be rejected, and returned for re- submittal
- F. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal. These items shall be sent via email to the Owner’s Representative:
  - 1. Transmittal letter as specified for Submittals in Section 01 33 00.
  - 2. Updated construction schedule, prepared per Section 01 33 00.
  - 3. Statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
  - 4. Beginning with the second Application for Payment, Certified Monthly Payroll Records for all workers on site for the previous month. Failure to provide Certified Payroll Records with the Application for Payment submission will result in a delay in processing and may result in a reduction in the amount of said Application for Payment.
    - a. Forms for the submission of Certified Payroll Records may be found from the Rhode Island [Prevailing Wage Website](#) in either PDF or Excel formats. These forms must be used on monthly submittals.
  - 5. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the RIC Waiver of Lien Form included in Document 00 65 19 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding five (5) 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.
  - 6. Affidavits attesting to off-site stored products with insurance certificates as requested.
  - 7. Digital Photographs as specified in Section 01 33 00. Provide as a link.
  - 8. Updated Submittal Log.

9. Identify Apprenticeship hours required under RIGL 37-13-3.1 for all contracts over \$1million in value.
10. A Minority Utilization Report for minority subcontractors must be included. Use the form provided as Attachment A.
11. Additional Substantiating Data: When the Owner or Design Agent requires additional substantiating information from the review of the "pencil copy," submit data justifying dollar amounts in question.

#### 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.
- 1.9 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 the Change Proposal within 15 days.
- D. The Contractor may propose changes by submitting a Change Proposal request to the Design Agent and Owner, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 60 00.
- E. 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. The Contractor shall promptly execute the change.
- F. Types of Change Proposals
  1. Stipulated Sum Change Order: Based on Proposal Request and Contractor's Change Proposal as approved by Design Agent. All quotations shall include detailed material costs and labor hour and rate breakouts.
  2. 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.
  3. 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.
- G. For all Change Proposals, 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.
- H. 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.

- I. Change Order Forms: AIA G701 Change Order.
- J. Change Order Markup:
  - 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. Overhead and profit is to include the Contractor's project management and supervisory costs, all administrative expenses and personnel, change estimate preparation, mobilization, setup & breakdown, meetings, all safety related costs, cleanup costs and storage costs pertaining to the changes in the work.
  - 6. The fee increase to any permit required by the additional work is allowed to be added to the Change Order costs. However, the Contractor is required to submit proof that the additional fee was paid to the presiding authority.
  - 7. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be 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 \$500.00 be approved without such itemization.
- K. Execution of Change Orders: The Design Agent will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
  - 1. The approved Change Order amount shall include all compensation to the Contractor, including but not limited to Overhead and Profit, General Conditions, Material, Labor, Equipment and other costs. Following the execution of the Change Order, no additional compensation for the work covered in the Change Order shall be considered.
- L. Correlation Of Contractor Submittals:
  - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
  - 2. Promptly enter changes in the Project Record Documents.

1.10

#### DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Design Agent, it is not practical to remove and replace the Work, the Design Agent will direct an appropriate remedy or adjust payment.
- C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
- D. The defective Work will be partially repaired to the instructions of the Design Agent, and the unit sum will be adjusted to a new sum at the discretion of the Design Agent.

- E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.
- F. The authority of the Design Agent to assess the defect and identify a payment adjustment, is final.
- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

**WARRANTY INSPECTION RETAINAGE**

- 1.11 A. One-half of one percent of the cost of the Work will be retained from Final Payment for 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.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

**MBE COMPLIANCE FORM**

MBE Compliance Office  
[www.mbe.ri.gov](http://www.mbe.ri.gov) (website)  
 1 Capitol Hill, 2<sup>nd</sup> Floor  
 Providence, RI 02908  
 401-574-8670, 401-574-8387 (fax)

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

**Contractor/Vendor Name:** \_\_\_\_\_

**Project Name & Location:** \_\_\_\_\_

**Original Prime Contract Amount** \_\_\_\_\_

**Current Prime Contract Amount:** \_\_\_\_\_

MBE/WBE Subcontractor	Original Contract Amount	Change Orders	Revised Contract Value	% To Date Completed	Amount Paid To Date	Amount Due	Retainage %	Retainage Amount	Explanation

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Notary Certificate:

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

## 01 22 00 – UNIT PRICES

### PART 1 - GENERAL

#### RELATED DOCUMENTS

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

#### SUMMARY

- 1.1 A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1.2 1. Section 01 20 00 "Price & Payment Procedures" for procedures for submitting and handling Change Orders.

#### DEFINITIONS

- 1.3 A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Excavation quantities shall be measured on a volume basis as computed from original in-place position. Fill quantities shall be measured on a volume basis as computed from in-place position.
- C. No removed material shall be calculated against more than one category of allowance.

#### 1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- 1.5 C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

#### SCHEDULE OF UNIT PRICES

- A. Please refer to the Bid Form for the list of Unit Costs. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

### PART 2 - PRODUCTS – NOT USED

### PART 3 - EXECUTION – NOT USED

### END OF SECTION

**01 23 00 – ALTERNATES**

**PART 1 - GENERAL**

SECTION INCLUDES

- A. Description of alternates.

RELATED REQUIREMENTS

- 1.1 A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for alternatives.

- 1.2 ACCEPTANCE OF ALTERNATES

- 1.2 A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- 1.3 B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

SCHEDULE OF ALTERNATES

- 1.4 A. Alternates are indicated in the Drawings and Specifications.
- B. Refer to the Bid Form for the grouping of the Alternates for pricing purposes. Please note the Bid Form Alternate Lists may purposefully exclude individual Alternates identified on the drawings.

**END OF SECTION**

## 01 30 00 – ADMINISTRATIVE REQUIREMENTS

### PART 1 - GENERAL

#### SECTION INCLUDES

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

#### SITE ADMINISTRATION

- 1.2 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.
- B. Daily Attendance Form
- 1.3 1. Maintain Daily Attendance Form acceptable to the Department of Labor and Training for all projects with a contract value over \$1 Million. Submit as requested.

#### 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 cleanup 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.

#### PRECONSTRUCTION MEETING

- A. The Design Agent will schedule a meeting after a Purchase Order is issued to the Contractor.
- B. Attendance Required: Owner's Representative, Design Agent, and Contractor.
- C. Agenda:
  - 1.4 1. Distribution of the Contract Documents.
  - 2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
  - 3. Designation of the personnel representing the parties in the Contract and the Design Agent.
  - 4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
  - 5. Scheduling.
- D. Contractor shall record the minutes and distribute copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

#### SITE UTILIZATION PLAN

- 1.5 A. Refer to Drawings for approximate area for site staging.
  - 1. Contractor is responsible for protection and restoration of existing conditions including, but not limited to hardscape, landscape and lawns.
  - 2. Contractor shall provide six foot high construction fence that is properly secured and maintained around building in approximate locations shown on the site plan allowing access to all egress doors designated by the Owner. Provide visual screening on fence using fabric approved by the Owner.
  - 3. Contractor to provide overhead cover protection at all entrances and egresses from the building. Entrances and paths of egress must be clearly marked with signage with placement and language approved in advance by the Owner.
  - 4. Staging of equipment, dumpsters and materials must be situated within the project fenced-in areas.
- B. Large deliveries of materials or equipment that may block parking or access to the parking lot area shall occur prior to 7:30am. Use of areas outside of the project area will be permitted during off-hours is permissible provided such use is coordinated with the Owner at least 72 hours in advance.
- 1.6 C. For activities requiring closure of the parking lot, roadways and/or walkways, the Contractor is responsible for all temporary barriers and acquiring RIC Campus Police details to route pedestrians and vehicular traffic.
- D. A Site Utilization Plan shall be submitted by the Contractor within ten (10) business days of issuance of the Purchase Order for approval by the Owner.

#### SITE MOBILIZATION MEETING

- A. The Design Agent will schedule a meeting at the Project site prior to the Contractor's occupancy and may occur at the same time as the Preconstruction meeting noted above.
- B. Attendance Required: The Owner, Design Agent, Contractor, the Contractor's Superintendent, and major Subcontractors.

C. Agenda:

1. Use of the premises by the Owner and the Contractor.
2. The Owner's requirements and partial occupancy.
3. Construction facilities and controls provided by the Owner.
4. Temporary utilities provided by the Owner.
5. Security and housekeeping procedures.
6. Schedules.
7. Application for payment procedures.
8. Procedures for testing.
9. Procedures for maintaining the record documents.
10. Requirements for the start-up of equipment.
11. Inspection and acceptance of the equipment put into service during the construction period.

D. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

PROGRESS MEETINGS

1.7

- A. Schedule and administer the meetings throughout the progress of the Work at weekly 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. Agenda:

1. Review the minutes of previous meetings.
2. Review of the Work progress.
3. Field observations, problems, and decisions.
4. Identification of the problems which impede the planned progress.
5. Review of the submittals schedule and status of the submittals.
6. Review of delivery schedules.
7. Maintenance of the progress schedule.
8. Corrective measures to regain the projected schedules.
9. Planned progress during the succeeding work period.
10. Coordination of the projected progress.
11. Maintenance of the quality and work standards.
12. Effect of the proposed changes on the progress schedule and coordination.
13. Other business relating to the Work.

1.8

E. 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.

PREINSTALLATION MEETINGS

- A. When required in the individual specification Sections or listed below, convene a pre-installation meeting at the site prior to commencing the Work of the Section. Pre-installation Meetings:

1. The following items of work will require pre-installation meetings:
    - a. Temporary HVAC systems
    - b. Network and Telecommunication wiring and systems.
    - c. Network and Telecommunication data rack connections.
    - d. Fire Alarm and Sprinkler demolition and installation.
    - e. Door Access and Security Systems
    - f. Access to occupied suites during construction.
  2. Insert any other variations.
- B. Require attendance of the parties directly affecting, or affected by, the Work of the specific Section.
- C. Notify the Design Agent four days in advance of the meeting date.
- D. Prepare an agenda and preside at the meeting:
  1. Review the conditions of installation, preparation and installation procedures.
  2. Review coordination with the related work.
- E. Record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, participants, and those Consultants affected by the decisions made.

**PART 2 - PRODUCTS - NOT USED**

**PART 3 - EXECUTION - NOT USED**

**END OF SECTION**

## 01 33 00 – SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- 1.1 D. Preconstruction Video.
- E. Product data.
- F. Shop drawings.
- G. Design Data.
- H. Samples.
- I. Test reports.
- J. Certificates.
- K. Manufacturer's instructions.
- L. Manufacturer's field reports.
- M. Erection drawings.
- N. Digital Photographs.

#### 1.2 SUBMITTAL PROCEDURES

- A. A Submittal Log shall be submitted for review within seven (7) days of issuance of the Purchase Order: List all required submittals, organized by division and section, with a proposed date for each item to be submitted.
  - 1. As the project progresses, update the Submittal Log with the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
  - 2. Update the Submittal Log with each submission and response.
  - 3. Issue copy of the updated Submittal Log electronically with the Application for Payments or upon request by the Owner.
- B. Preparation and transmission of submittals:
  - 1. 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.
  - 2. Allow space on the submittals for the Contractor's, Design Agent's, and Consultant's electronic review stamps.
  - 3. Transmit each submittal with a dated Design Agent-accepted transmittal form.
  - 4. Sequentially number the transmittal form. Mark revised submittals with an original number and a sequential alphabetic suffix.
  - 5. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
  - 6. Apply a Contractor's electronic stamp certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.

7. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in Section.
8. Submittal Schedule submittals to expedite the Project, and deliver to the Design Agent's FTP site. Coordinate the submission of related items.

C. Submittal Review & Resubmission

1. For each submittal, allow 15 days for review.
2. When revised for resubmission, identify the changes made since the previous submission.
3. Distribute copies of the reviewed submittals as appropriate. Reproduce as necessary to inform subcontractors without internet download capabilities. Instruct the parties to promptly report any inability to comply with the Contract requirements.
4. Produce additional copies as required for the Record Document purposes as described in Section 01 78 00.

CONSTRUCTION PROGRESS SCHEDULES

- 1.3
- A. Submit initial progress schedule in duplicate within ten (10) days of issuance of Purchase Order for Design Agent and Owner. Upon receipt of reviewed comments, Contractor to submit detailed schedules within five (5) days.
  - 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. Critical path items shall be clearly identified.
  - 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.
- 1.4

PROPOSED PRODUCTS LIST

- A. Within ten (10) days of issuance of Purchase Order, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.

- B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information, when appropriate.

#### PRECONSTRUCTION VIDEO

- A. Conduct a pre-construction survey of the project site and areas immediately adjacent to the site. Submit two (2) copies of the video on DVD to the Owner.

#### PRODUCT DATA

- 1.5 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
- 1.6 article and for the record documents purposes described in Section 01 78 00.
  - B. Submit one (1) printed copy and one (1) electronic PDF copy for review. The Design Agent will retain the reviewed printed copy for record and return the reviewed electronic PDF copy to the Contractor for distribution.
  - C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.
  - D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
  - E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 78 00.

#### 1.7 SHOP DRAWINGS

- A. Shop Drawings: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.
- 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.
- 1.8 C. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.

#### SAMPLES

- A. Samples: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.
- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to the Design Agent for aesthetic, color, or finish selection.
  - 2. Submit samples of the finishes in the colors selected for the Design Agent's records.
  - 3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

- 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.

#### TEST REPORTS

- A. Submit (1) printed and (1) electronic PDF lab reports in accordance with Section 01 40 00.
- 1.9 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.

#### DESIGN DATA

- 1.10 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.

#### 1.11 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.
- 1.12 C. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

#### MANUFACTURER'S INSTRUCTIONS

- 1.13 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.

#### MANUFACTURER'S FIELD REPORTS

- 1.14 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.

#### ERECTION DRAWINGS

- A. When specified in the individual Specification sections, the trade contractors shall submit (1) printed and (1) electronic PDF copy of erection drawings for review prior to proceeding with fabrication and/or construction.
- B. Erection drawings shall be prepared in accordance with the latest edition of the respective trades' codes of standard practice.
- C. All erection drawings shall be fully developed by the trade contractors or by agents of the contractors. CAD files, photocopies, or other reproductions of the contract drawings in whole or in part shall not be used by the trade contractors or their agents for the preparation and development of erections drawings without the expressed written consent of the Design Agent.

#### **DIGITAL PHOTOGRAPHS**

- A. Submit minimum 12 digital photographs of construction progress each month. Include both jpg. and reduced-size pdf versions for email use.
- 1.15 B. Include an additional minimum of 12 photographs documenting underground utilities when installed in relationship to visible site features.
- C. Include photographs of important in-wall or ceiling utilities before close-in at appropriate stages of construction.
- D. See Section 01 78 00 for close-out copy requirements of these files.

#### **SUBMITTAL LIST**

- 1.16 A. See specific spec sections for list of required submittals.

#### **PART 2 - PRODUCTS – NOT USED**

#### **PART 3 - EXECUTION – NOT USED**

#### **END OF SECTION**

## 01 40 00 – QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Quality control and control of installation.
- B. Contractor Qualifications
- C. Verification of Credentials and Licenses.
- 1.1 D. Tolerances
- E. References.
- F. Testing and inspection services.
- G. Manufacturers' field services.
- H. Mock-up Requirements.
- I. Testing and Balancing.
- J. Repair of Defective Construction

#### QUALITY CONTROL AND CONTROL OF INSTALLATION

- 1.2 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.
- 1.3 G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

#### CONTRACTOR QUALIFICATIONS

- A. Upon request, contractor shall provide no less than three references for projects of similar scope and budget.
- B. References provided shall have direct knowledge of the contractor's work on the reference project.
- C. Information to provide for each reference:
  - 1. Name, Title and Company
  - 2. Current email and phone number
  - 3. Project name, client, location and brief description of the work, including scope, budget and schedule. Enumerate aspects of the reference project that is similar to this project.

#### VERIFICATION OF CREDENTIALS AND LICENSES

- 1.4
- A. The Owner has implemented a project management oversight process and is applying it to current construction projects at RIC.
  - 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.

#### TOLERANCES

- 1.5
- 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.

#### REFERENCES

- 1.6
- A. For products or workmanship specified by association, trade, or other consensus standard, 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.
- 1.7
- E. Neither the contractual relationships, duties, nor 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.

#### 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.
  - 1. Base Bid Testing Requirements List. The Contractor shall pay for all the services required in the Base Bid as described:
  - 2. Additional Owner-Authorized Testing Requirements List Contractor shall coordinate any Owner-authorized additional testing also described 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 accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Design Agent or the Owner.
- D. 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.
- E. Cooperate with the independent firm; furnish samples of the materials, design mix, equipment, tools, storage, safe access, and the assistance by incidental labor as requested.
  1. Notify the Design Agent and Engineer and the independent firm 24 hours prior to the expected time for operations requiring services.
  2. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.
- F. 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.
- G. 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.
- H. Agency Responsibilities:
  1. Test samples of mixes submitted by the Contractor.
  2. Provide qualified personnel at the site. Cooperate with the Design Agent or its Consultant and the Contractor in performance of services.
  3. Perform specified sampling and testing of the products in accordance with the specified standards.
  4. Ascertain compliance of the materials and mixes with the requirements of the Contract Documents.
  5. Promptly notify the Design Agent, Consultant and the Contractor of observed irregularities or non-conformance of the Work or products.
  6. Perform additional tests required by the Design Agent or its Consultants.
  7. Attend the preconstruction meetings and the progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, and to the Contractor. When requested by the Design Agent, provide an interpretation of the test results. Include the following:
  1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and specifications section.
  6. Location in the Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.

10. Conformance with Contract Documents.

J. Limits On Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.

K. Agency or laboratory may not assume any duties of the Contractor.

L. Agency or laboratory has no authority to stop the Work.

#### MANUFACTURERS' FIELD SERVICES

- 1.8
- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
  - B. Submit the qualifications of the observer to the Design Agent 30 days in advance of the required observations. Observer is subject to approval of the Design Agent.
  - C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
  - D. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

1.9

#### MOCK-UP REQUIREMENTS

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
  - B. Accepted mock-ups shall be a comparison standard for the remaining Work.
  - C. Where mock-up has been accepted by Architect and is no longer needed, remove mock-up and clear area when directed to do so.
- 1.10

#### TESTING, ADJUSTING, AND BALANCING

- A. Submit, for the Owner's approval, the name of an independent firm to perform testing, adjusting and balancing of systems. The independent firm's services will be paid for by the Contractor.
  - B. The independent firm will perform services specified in individual specifications Sections.
  - C. Reports will be submitted by the independent firm to the Design Agent and the Owner indicating observations and test results, indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.
- 1.11

#### REPAIR OF DEFECTIVE CONSTRUCTION

- A. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
  1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

**PART 2 - PRODUCTS NOT USED.**

**PART 3 - EXECUTION NOT USED.**

**END OF SECTION**

## 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 - GENERAL

#### SECTION INCLUDES

- 1.1 A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Temporary cooling.
  - 5. Temporary ventilation.
  - 6. Telephone service.
  - 7. Temporary water service.
  - 8. Temporary sanitary facilities.
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Hoisting.
  - 3. Parking/Traffic.
  - 4. Project identification.
  - 5. Traffic regulation.
  - 6. Independent Food Vendors
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Security.
  - 4. Fire detection.
  - 5. Water control.
  - 6. Dust control.
  - 7. Erosion and sediment control.
  - 8. Noise control.
  - 9. Pest control.
  - 10. Pollution control.
  - 1.2 11. Rodent control.
- D. Removal of utilities, facilities, and controls with reseeded and repair of grounds.
- E. See Attachment A for any modifications.

#### TEMPORARY ELECTRICITY

- A. The Owner will pay the cost of energy used. Exercise measures to conserve energy. Utilize the Owner's existing power service.
- B. Complement the existing power service capacity and characteristics as required for construction operations.

- C. Provide power outlets, with branch wiring and distribution boxes located at each floor or as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment. All flexible power cords shall be suspended with hangers to eliminate trip hazards.
- D. Provide main service disconnect and over-current protection at a convenient location or a feeder switch at the source distribution equipment or meter.
- E. Permanent convenience receptacles may not be utilized during construction.
- F. Provide distribution equipment, wiring, and outlets to provide single-phase branch circuits for power. Provide 20-ampere duplex outlets, single-phase circuits for power tools.

#### TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction (interior & exterior) operations to achieve a minimum lighting level of 2 watt/sq. ft. (21 watt/sq m).
- 1.3
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
  - C. Maintain lighting and provide routine repairs.
  - D. Permanent building lighting may be utilized during construction where not removed.

#### TEMPORARY HEATING

- 1.4
- A. Existing facilities will be occupied and heated by the College when temperatures require. Take care to avoid leaving doors open in exterior walls that could compromise heating operations. For new construction, the cost of energy will be borne by the Contractor. Provide temporary heating as necessary for construction operations.
  - B. Supplement with temporary heat devices if needed to maintain the specified conditions for construction operations even in existing buildings.
  - C. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.
  - D. In areas of work with mechanical hot-air heating, clean units and replace filters after Substantial Completion.
  - E. Do not use new equipment for heating after replacement during construction.
- 1.5
- F. Provide temporary heating to occupied spaces if construction activities impact normal function of existing systems to occupied spaces. Submit an implementation plan for review and approval by RIC.

#### TEMPORARY COOLING

- A. Existing facilities are not available.
  - B. Provide and pay for cooling devices and cooling as needed to maintain the specified conditions for construction operations.
- 1.6
- C. Maintain a maximum ambient temperature of 80 degrees F in the areas where construction is in progress, unless indicated otherwise in the specifications.
  - D. Provide temporary cooling to occupied spaces if construction activities impact normal function of existing systems to occupied spaces. Submit an implementation plan for review and approval by RIC.

#### TEMPORARY VENTILATION

- A. Ventilate the enclosed areas to achieve a curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.

- B. If existing ventilation fans are used during construction, clean fans in areas of work after Substantial Completion.
- C. Provide temporary ventilation to occupied spaces if construction activities impact normal function of existing systems to occupied spaces. Submit an implementation plan for review and approval by RIC.

#### TELEPHONE SERVICE

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

#### TEMPORARY WATER SERVICE

- 1.7 A. The Owner will pay the cost of temporary water. Exercise measures to conserve energy. Utilize the Owner's existing water system, extend and supplement with temporary devices as needed to maintain the specified conditions for construction operations.
- 1.8 B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation if needed to prevent freezing.

#### TEMPORARY SANITARY FACILITIES

- 1.9 A. Contractor needs to provide and maintain temporary toilet facilities for use by all construction personnel. Trades people will not be permitted to use existing facilities within the building.

#### FIELD OFFICES AND SHEDS

- 1.10 A. Do not use existing facilities for storage. Job meetings will be held on campus at a location to be chosen by the College.
- B. Storage Areas and Sheds: Size to the storage requirements for the products of the individual Sections, allowing for access and orderly provision for the maintenance and for the inspection of Products to the requirements of Section 01 60 00. Containers will be permitted within the project limit line.
- C. Preparation: Fill and grade the sites for the temporary structures to provide drainage away from the buildings.
- 1.11 D. Removal: At the completion of the Work remove the buildings, foundations, utility services, and debris. Restore the areas.

#### HOISTING

- 1.12 A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for Operating Engineers, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment.

#### PARKING/TRAFFIC

- A. Workers must park in lots assigned by the College with daily permits. See Site Utilization Plan.
- B. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Do not allow vehicle parking on existing sidewalks.
- E. Provide and maintain access to fire hydrants and control valves free of obstructions.
- F. Remove mud from construction vehicle wheels before entering streets. Cleanup dirt, rocks, and debris left on street from construction vehicles.

- G. Use designated existing on-site roads for construction traffic.
- H. Maintenance:
  - 1. Maintain the traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain the paving and drainage in original, or specified, condition.
- I. Removal, Repair:
  - 1. Remove temporary materials and at Substantial Completion.
  - 2. Remove underground work and compacted materials to a depth of 2 feet; fill and grade the site as specified.
  - 3. Repair existing and permanent facilities damaged by use, to the original or specified condition.

#### INDEPENDENT FOOD VENDORS

- 1.13 A. Independent or contracted food vendor trucks are prohibited on Rhode Island College's campus. Contractors are permitted to use college dining facilities (Donovan Dining, Café in Student Union, and The Galley Cafe in Building 3).

#### TRAFFIC REGULATION

- 1.14 A. Signs, Signals, And Devices:
  - a. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by local jurisdictions.
  - b. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
  - c. Flag person Equipment: As required by local jurisdictions.
  - d. Police Details: Provide all police details as required by local jurisdictions, including payment directly to applicable jurisdiction. **For this project, coordinate with RIC campus police, city, and state as required.**
- B. Flag Persons: Provide trained and equipped flag persons to regulate the traffic when construction operations or traffic encroach on the public traffic lanes.
- C. Flares and Lights: Use flares and lights during the hours of low visibility to delineate the traffic lanes and to guide traffic.
- D. Haul Routes:
  - 1. Consult with the authority having jurisdiction, establish the public thoroughfares to be used for haul routes and site access.
- E. Traffic Signs and Signals:
  - 1. At approaches to the site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct the construction and affected public traffic.
  - 2. Install and operate automatic traffic control signals to direct and maintain the orderly flow of traffic in areas under the Contractor's control, and areas affected by the Contractor's operations.
  - 3. Relocate as the Work progresses, to maintain effective traffic control.
- F. Removal:
  - 1. Remove equipment and devices when no longer required.
  - 2. Repair damage caused by installation.
  - 3. Remove post settings to a depth of 2 feet.

#### BARRIERS

- A. Provide barriers to allow for the Owner's use of the site and to protect existing facilities and adjacent properties from damage from the construction operations, or demolition.
- B. Provide barricades and covered walkways required by RIC for public rights- of-way, or for public access to the building.
- 1.15 C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### ENCLOSURES AND FENCING

- 1.16 A. Construction: Provide 6-ft. high commercial grade chain link fence, with privacy scrim around on-site equipment or areas of site disturbance for the period required to protect work and the public. Equip with vehicular and pedestrian gates with locks. Provide one set of keys to all gates and door locks to the Owner.
- B. Perform adjustment to the proposed layout as may be directed by the Owner.
- C. Interior Enclosures:
  - 1. Provide temporary partitions and ceilings as indicated to separate the work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to the existing materials and equipment.
  - 2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces, as agreed with the Owner:
  - 3. Maximum flame spread rating of 75 in accordance with ASTM E84.

#### 1.17 SECURITY

- A. Security Program:
  - 1. Protect the Work, the existing premises, or the Owner's operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate the program in coordination with the Owner's existing security system at mobilization.
  - 3. Maintain the program throughout the construction period until Owner occupancy of each designated area.
- 1.18 B. Entry Control: Coordinate the access of the Owner's personnel to the site in coordination with the Owner's security forces.

#### FIRE DETECTION

- A. Before beginning any construction operation that can potentially trigger the existing fire alarm detection system, notify the Owner through use of the form provided in Section 01 10 00.
- 1.19 B. Failure to so notify the Owner will subject the Contractor to a monetary fine for each occurrence, should the fire detection system be activated inadvertently by a construction activity.
- C. Comply with the Owner's insurance underwriting standards and insurer recommendations for Hot Work, sprinkler impairment, and site maintenance.

#### WATER CONTROL

- A. Grade the site to drain. Maintain excavations free of water. Provide, operate, and maintain the pumping equipment.

- B. Protect the site from puddling or running water. Provide water barriers as required to protect the site from soil erosion.

#### DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

#### EROSION AND SEDIMENT CONTROL

- 1.20 A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- 1.21 B. Minimize the amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect the earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. Follow Rhode Island DEM Soil Stabilization Requirements, including, but not limited to:
  - 1. Stabilizations of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbance activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding fourteen (14) calendar days.
  - 2. Stabilization must be completed using vegetative stabilization measures or using alternative measures whenever vegetative measures are deemed impracticable or during periods of drought.
  - 3. All disturbed soils exposed prior to October 15<sup>th</sup> shall be seeded by that date.
  - 4. Any such areas which do not have adequate vegetative stabilization by November 15<sup>th</sup> must be stabilized through the use of non-vegetative erosion control measures.
  - 5. If work continues within any stabilized areas during the period from October 15<sup>th</sup> through April 15<sup>th</sup>, care must be taken to ensure that only the area required for that day's work is exposed, and all erodible soil must be restabilized within five (5) working days.
- 1.22

#### CLEANING

- A. Contractor to maintain a neat and orderly work site. Trash shall be cleaned from site and surrounding area on a daily basis.
- 1.23 B. For projects within occupied buildings, contractor shall sweep and wet mop all floors on a daily basis for impacted spaces. Surfaces of desks, tables, etc. shall be covered during construction and cleaned of dust and debris.
- 1.24

#### NOISE CONTROL

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

#### PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work, or entering the facility.

#### POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent the contamination of soil, water, and the atmosphere from discharge of noxious, toxic substances, and pollutants produced by the construction operations.

**RODENT CONTROL**

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading the premises.

**REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- 1.26 A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.
- B. Remove the underground installations to a minimum depth of 2 feet. Grade the site as indicated.
- 1.27 C. Clean and repair the damage caused by installation or use of temporary work.
- D. Restore the existing and new facilities used during construction to their original condition.
- E. Restore any temporary exterior laydown or storage areas to the original condition. After each use, regrade and reseed as required to meet this requirement.

**PART 2 - PRODUCTS - NOT USED.**

**PART 3 - EXECUTION - NOT USED.**

**END OF SECTION**

## 01 60 00 – PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### SECTION INCLUDES

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

#### PRODUCTS

- 1.2 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.

#### 1.3 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.
- 1.4 C. Provide equipment and personnel to handle the products by methods to prevent soiling, disfigurement, or damage.

#### 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.

#### 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.
- 1.5 C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

#### 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.
- 1.6 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. Identify product of fabrication or installation method to be replaced. Include Specification Section number and title and Drawing number and title.
  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

A. “No variations in this section for this Project.”

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## 01 71 00 – EXAMINATION AND PREPARATION

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.
- 1.1 D. Protection of adjacent construction.
- E. Cutting and patching.
- F. Special procedures.
- G. Starting and adjusting of systems.
- H. Demonstration and Instructions.
- I. Testing, adjusting and balancing.
- J. Protecting Installed Construction.

#### EXAMINATION

- 1.2 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, which 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.
  - 1.3 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.

#### 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.
- 1.4 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.

#### FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner.
- B. Locate and protect survey control and reference points. Promptly notify Design Agent of any discrepancies discovered.
- C. Control Datum for survey is to be agreed to with the Design Agent.
- D. Verify setbacks and easements, if any; confirm drawing dimensions and elevations.
- E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit a copy of site drawings and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.
- G. Maintain a complete and accurate log of control and survey work as it progresses.
- H. If required by the Owner, on completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference point during construction.
- J. Promptly report to Design Agent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control point based on original survey control. Make no changes without prior written notice to Design Agent.

1.5 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.
- C. Protect existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Cover and protect furnishings, materials and equipment within the spaces receiving new work. Move items as necessary to install new work and return them to original locations at the close of construction in that area.

1.6 E. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner.

- F. Prohibit unnecessary traffic from existing landscaped areas.

PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
  - 1. IT wires shall not be painted. IT wires, faceplates, racks and other components shall be fully protected during painting activities. IT wires which have been painted or exposed to paint splatter shall be replaced and terminated at no cost to the Owner upon request.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Repair or replace installed Work damaged by construction operations, as directed by the Design Agent.

**PART 2 - PRODUCTS – NOT USED**

**PART 3 - EXECUTION – NOT USED**

**END OF SECTION**

## 01 73 29 – CUTTING AND PATCHING

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Definition
- B. Requirements
- C. Cutting and Patching
- 1.1 D. Restoration

#### DEFINITION

- 1.2 A. “Cutting and Patching” is defined to include the cutting and patching of nominally completed and previously existing conditions in order to accommodate the coordination of Work, or the installation of other facilities or structures or to uncover other facilities and structures for access or inspection, or to obtain samples for testing, or for similar purposes.

#### RELATED WORK:

- 1.3 A. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these specifications.
- B. Scope: The demolition and repair work generally consists of, but is not necessarily limited to that work described and shown on the drawings:
  - 1. The work of this section also consists of, but is not necessarily limited to that work described in Section 01 10 00, Summary of the Work and elsewhere herein.
  - 2. Comply with the requirements of applicable sections of Division 2 where cutting and patching requires excavation and backfill.

1.4

#### REQUIREMENTS

- A. Use adequate numbers of skilled workers who are thoroughly trained, skilled and experienced installers to perform cutting and patching. Ensure familiarity with the specified requirements and the methods needed for proper performance of the work of this section.
- B. The Contractor shall not cut and patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance or decreased safety.
- C. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. The Contractor shall not cut and patch Work which is exposed on the exterior or exposed in occupied spaces, in a manner resulting in a reduction of visual qualities or resulting in substantial evidence of the cut and patch Work, both as judged solely by the Design Agent. The Contractor shall remove and replace Work judged by the Design Agent to have been cut and patched in a visually unsatisfactory manner.
- E. Except as otherwise indicated, the Contractor shall proceed with cutting and patching at the earliest feasible time and perform the Work promptly.
- F. 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. (Water, moisture, vapor, air, smoke barriers, membranes and flashing, etc.)

3. Efficiency, maintenance, or safety of element.
  4. Operating systems and equipment
  5. Visual qualities of sight-exposed elements.
  6. Noise and vibration control elements and systems (Refer to Section 01 00 00 Summary)
  7. Control, communication, conveying and electrical wiring systems.
  8. Existing construction, or Work of separate contractor.
- G. When prior approval for cutting and patching is required, the Contractor shall submit the request and obtain approval prior to performing the Work. The request should include a description of why cutting and patching cannot reasonably be avoided; how it will be performed; how structural elements (if any) will be reinforced; products to be used; firms and tradespeople who will perform the Work; approximate dates of the Work; and anticipated results in terms of structural, operational, and visual variations from the original Work.
- H. 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.
- I. Demolition shall not begin within the construction area or any other portions of the job site until all materials needed to complete the affected areas have been delivered to the job site.
- J. Demolition of any of the material to be removed shall be carefully scheduled so that no portion of the buildings shall remain unprotected from the weather when work is not in progress. The Contractor and/or Subcontractor shall have on hand at all times, temporary covers and other materials to make weather tight areas that may be without protection in the event of a sudden shower, snowfall, freezing weather, etc.
- K. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

## **2.1 PART 2 - PRODUCTS**

### **MATERIALS USED IN CUTTING AND PATCHING**

- A. Unless otherwise indicated, the Contractor shall provide materials for cutting and patching which will result in an equal-or-better product than the material being cut and patched, in terms of performance characteristics and including visual effects where applicable. The Contractor shall use material identical with the original materials where feasible.
- B. Match existing materials unless otherwise specified.
- C. Restore Work with new Products in accordance with requirements of Contract Documents.
- 3.1 D. Materials shall comply with the requirements of the Technical Specifications found in individual Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.
- E. Provide submittals for approval to the Design Agent and Owner.

## **PART 3 - EXECUTION**

### **PREPARATION**

- A. The Contractor shall provide adequate temporary support for Work to be cut to prevent failure
- B. The Contractor shall provide adequate protection of other Work during cutting and patching.
- C. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.
- D. Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.
- E. By careful study of the Contract Documents, determine the location and extent of selective demolition and repairs to be performed.

#### PROCEDURES

- A. The Contractor shall use methods least likely to damage Work to be retained and Work adjoining. Provide proper surfaces to receive patching and finishing.
- 3.2 B. Where physical cutting action is required, the Contractor shall cut Work with sawing and grinding tools, not with hammering and chopping tools. Openings through concrete Work shall be core-drilled or using a masonry saw.
- C. Remove ceiling tiles as necessary to access areas of work. Store and replace carefully to avoid damage. Replace all ceiling tiles damaged during the work with new tiles to match. Repair ACT grid damaged during the work in accordance with this section.
- D. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- E. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- F. At penetration of fire rated partitions, ceiling, or floor construction, completely seal voids with fire rated or fire resistant material in accordance with Specifications, to full thickness of the penetrated element.
- G. All demolition work shall be carried on in such a manner that the existing building and site and their component parts will not be damaged. Any damage to the building shall be corrected by the Contractor, to the satisfaction of the Owner and Architect, at no additional cost to the Owner.
- H. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- 3.3 I. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

#### SELECTIVE DEMOLITION

- A. Carefully demolish and remove from the building and site those items specified to be demolished and removed.
- B. Remove, cut, modify and patch as necessary to conduct Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition. Replace and restore at completion.
- C. Prepare and follow an organized plan for demolition and removal of items:
  - 1. Shut off, cap, and otherwise protect existing utility lines.
  - 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

- E. Remove debris and abandoned items from area and from concealed spaces.
- F. The Contractor shall be responsible for the removal and disposal of all materials and equipment from the site and building during the project. Unless directed otherwise by the Owner, all demolition materials to be removed from the site shall be disposed of in accordance with applicable laws and regulations. **Owner shall have first right of refusal of any and all materials and equipment scheduled for removal.**
- G. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Architect and at no additional cost to the Owner.

#### REPAIR OF THE WORK (PATCHING)

- 3.4
- A. Provide patching and repairs to all surfaces as indicated and as required for a complete and proper job, including all surfaces damaged as a result of the work of this Contract. Patch or replace portions of existing surfaces which are damaged, or shows imperfections not acceptable to the Design Agent or Owner.
  - B. Prepare surface and remove surface finishes to provide installation of new Work and finishes.
  - C. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings. Refinish surfaces to match adjacent finishes. Ensure a neat transition to adjacent finishes
  - D. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
    - 1. The Contractor shall patch with seams which are as invisible as possible and comply with specified tolerance for the Work. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit. Where necessary, extend finish restoration onto retained Work adjoining, in a manner, which will eliminate evidence of patching.
    - 2. When finished surfaces are cut in such a manner that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Design Agent for review.
    - 3. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent for review.
  - E. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
  - F. When completed, patches or repairs shall not be visible to the naked eye from a distance of 6 feet.
  - G. Exterior Patching
    - 1. Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.
    - 2. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.
    - 3. 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 Owner.

**END OF SECTION**

## 01 74 13 – CLEANING

### PART 1 - GENERAL

#### SUMMARY OF WORK

- A. This Section includes:
  - 1. Cleaning requirements during construction operations.
  - 2. Final cleaning prior to turning the project over to the Owner

#### 1.1 SCOPE

- A. This section specifies the requirements for maintaining a clean and orderly work site during and at the completion of the Work.
- 1.2 B. Pay special attention to work areas that affect occupied spaces and public areas.

#### RELATED DOCUMENTS

- A. This section supplements Article 4.17 of the General Conditions.
- 1.3 B. Consult the individual sections of the specifications for cleaning of Work installed under those sections.
- C. Cutting and Patching: Section 01 73 29.
- D. Pest Control: Comply with pest control requirements in Section 01 50 00.
- E. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19.

#### 1.4 QUALITY

- A. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- B. Conduct all cleaning and disposal operations to comply with all federal, state, and local laws, regulations, codes, ordinances and by-laws.
  - 1. Do not burn or bury rubbish and waste materials on the site.
  - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
  - 3. Do not dispose of wastes into streams or waterways.
- 1.5 C. In cleaning items with manufacturer's finish or items previously finished by a Subcontractor, care shall be taken not to damage such manufacturer's or Subcontractor's finish Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.

#### CONTRACTOR'S FAILURE TO CLEAN

- A. If the Contractor fails to maintain levels of cleanliness in work areas, satisfactory to the Owner, then the Owner shall have the right to cause such areas to be cleaned by others. The costs to the Owner for such cleaning, plus 25% for administration, shall be the obligation of the Contractor and shall be deducted from any money due the Contractor hereunder.

## PART 2 - PRODUCTS

### CLEANING MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned.
  - B. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- 2.1 1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

## PART 3 - EXECUTION

### CONSTRUCTION IN AN OCCUPIED BUILDING

- A. Efforts must be taken to limit dust, noise and odors from escaping the work area. Proper separation and protection of interior spaces shall be established and maintained during the project, to the satisfaction of the Owner. Contractor shall provide and maintain walk-off mats and plastic barriers at work site entries.
- 3.1
- B. Contractor shall provide appropriate masking of building supply air intakes to protect indoor air quality and limit transfer of odors. Contractor to provide air scrubbing and/or negative air machines to prevent odors from escaping the Project Site.
  - C. Do not leave debris, tools or materials in occupied areas.
  - D. Immediately following the completion of Work in an occupied area, Contractor shall pick up and stow all equipment and miscellaneous material leaving the site in a neat and safe condition.
    - 1. Occupied spaces must be returned to original conditions to the greatest extent possible by 8am weekdays. If it is not feasible to do as such, notify the Owner immediately. With approval, the area shall be cordoned off with cones and caution tape and computer generated signage shall be posted to the satisfaction of the Owner.
  - E. Contractor shall ensure that horizontal and vertical surfaces in the occupied areas in the building impacted by construction activities are thoroughly vacuumed, wet mopped and cleaned to the satisfaction of the Owner at the end of each shift, or upon request.
- 3.2

### PROGRESS CLEANING DURING CONSTRUCTION

- A. Maintain areas under Contractor's control (including employee parking and Contractor's staging areas) free of waste materials, scraps, surplus material, debris and rubbish. Maintain site in a clean and orderly condition.
- B. Clean interior areas daily to provide suitable conditions for Work and to prevent fire or accidents. Sufficient time to clean up work zones shall be allocated at the end of the shift.
- C. All combustible waste materials shall be removed from buildings at the end of each working day.
- D. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- E. Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until Substantial Completion.
- F. Waste Management
  - 1. Collect and remove waste materials, debris, and rubbish from the site daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.
  - 2. Remove debris and rubbish from pipe chases, plenums attics, crawl spaces and other closed or remote spaces, prior to closing the space.

3. Maintain the Site free from accumulations of waste, debris, and rubbish.
  4. Do not allow materials and rubbish to drop free or be thrown from upper floors, but remove by use of a material hoist or rubbish chutes.
  5. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
  6. Provide on-site containers for collection of waste materials and rubbish.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- H. Broom clean interior areas prior to start of surface finishing and continue cleaning on a daily basis.
- I. Control cleaning operations so that dust and other particulates will not adhere to wet or newly-coated surfaces. Responsibility for construction cleaning shall not be delegated to subcontractors performing construction work under this Contract.
- J. Clean as required to ensure proper and lasting installation of equipment and finishes.

#### FINAL CLEANING

- 3.3
- A. Unless otherwise specified under other sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- B. Cleaning shall include all surfaces, interior and exterior, which the Contractor has had access to, whether new or existing.
- C. Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications. Remove labels that are not permanent.
- D. Repair, patch, and touch up marred surfaces to the specified finish, to match adjacent surfaces.
- E. Polish glossy surfaces to a clear shine.
- F. Site & Exteriors
1. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
  2. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  3. Rake grounds that are not planted, mulched, or paved to a smooth, even-textured surface.
  4. Remove all cigarette buds and other litter.
- G. Remove excess materials
1. Remove tools, construction equipment, machinery, and surplus material from Project site.
  2. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  3. Remove all attic stock (extra materials) from the building and transmit per the Owner's directive.
- H. Interiors
1. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
  2. Sweep concrete floors broom clean in unoccupied spaces.
  3. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.

4. Final Cleaning of resilient floors and wood floors shall be as specified under the respective sections of the Specifications.
  5. Leave all architectural metals, hardware, and fixtures in undamaged, polished conditions.
- I. Glass
1. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
  2. Clean plastic glazing in accordance with the manufacturer's directions.
  3. In cleaning glass and finish surfaces, care shall be taken not to use detergents or other cleaning agents which may stain adjoining finish surfaces.
  4. All broken or defective glass caused by the Contractor's Work shall be replaced at the expense of the Contractor.
- J. Cleaning of MEP Equipment
1. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  2. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  3. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  4. Clean ducts, blowers, and coils if units were operated during construction or that display contamination with particulate matter on inspection.
  5. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
  6. Leave pipe and duct spaces, plenums, furred spaces and the like clean of debris and decaying materials.
- K. Prior to submitting a request to the Architect to certify Substantial Completion of the Work, the Contractor shall inspect all interior and exterior spaces and verify that all waste materials, rubbish, tools, equipment, machinery, and surplus materials have been removed, and that all sight-exposed surfaces are clean. Leave the Project clean and ready for occupancy.
- L. Owner's responsibility for cleaning commences at Final Completion.

**END OF SECTION**

## 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- 1.1 C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  1. Aluminum and plastic beverage containers.
  2. Corrugated cardboard.
  3. Wood pallets.
  4. Clean dimensional wood: May be used as blocking or furring.
  5. Land clearing debris, including brush, branches, logs, and stumps.
  6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  7. Glass.
  8. Gypsum drywall and plaster.
  9. Plastic buckets.
  10. Paper, including wrapping, newsprint, and office.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01 33 00.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  1. Burning on the project site.
  2. Burying on the project site.
  3. Dumping or burying on other property, public or private.
  - 1.2 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

#### RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 50 00 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.

- C. Section 01 60 00 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 70 00 - Execution Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.
- E. Section 01 74 13 – Cleaning

#### DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- 1.3 C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- 3.1 P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### **PART 2 - PRODUCTS (NOT USED)**

#### **PART 3 - EXECUTION**

##### WASTE MANAGEMENT PROCEDURES

- A. See Section 01 10 00 for list of items to be salvaged from the existing building for relocation in project or for Owner.

- B. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- D. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- E. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

#### WASTE MANAGEMENT IMPLEMENTATION

3.2

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan. (Remove if not using Waste Mgt. Plan on project)
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, Owner's Recycling and Solid Waste Coordinator, and Design Agent. (Remove if not using Waste Mgt. Plan on project)
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

3.3

INSERT ANY VARIATIONS FOR THIS PROJECT.

**END OF SECTION**

## 01 78 00 – CLOSEOUT PROCEDURES AND SUBMITTALS

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Related Requirements
- B. Definitions
- C. Quality Assurance
- 1.1 D. Starting And Adjusting Of Systems
- E. Demonstration And Instructions
- F. Substantial Completion
- G. Spare Parts And Maintenance Products
- H. Product Warranties And Product Bonds
- I. Final Completion
- J. Maintenance Service (If Required)
- K. Project Record Documents
- L. Administrative Closeout
- M. Owner's Manual
- N. Project Record Documents
- O. Final Application For Payment.

#### 1.2 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- 1.3 C. Individual Product Sections: Warranties required for specific products or Work.

#### DEFINITIONS

- A. Substantial Completion date occurs after a punch list has been generated and accepted, and all commissioning activities have been completed including Owner acceptance of the Certificate of Substantial Completion. The issuance of the Certificate of Substantial Completion indicates the construction is sufficiently complete in accordance with the Contract Documents so that the Project may be occupied for the use for which it is intended.
- B. Project Closeout is the period of time after the Substantial Completion date until the Contractor, Design Agent and Owner have completed all contract items, closeout obligations, and processed final payment. This time period may overlap a portion of the warranty period.
- 1.4 C. Warranty period is one year from the Substantial Completion date, unless specified otherwise. Individual products and work performed may have longer specific warranty periods as outlined in the Certificate of Substantial Completion. The warranty period may also be referred to as "Post Construction Phase".

#### QUALITY ASSURANCE

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

#### STARTING AND ADJUSTING OF SYSTEMS

1.5

- A. Coordinate schedule for starting and adjusting of various equipment and systems.
- B. Notify Design Agent and Owner seven days prior to starting and adjusting of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute starting and adjusting under supervision of responsible Contractor's personnel or manufacturer's representative, in accordance with manufacturer's instructions.
- G. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- H. When specified in individual specifications Section, require manufacturer to provide authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to starting, and to supervise placing of equipment or system in operation.
- I. Submit a written report in accordance with Section 01 40 00 that equipment or system has been properly installed and is functioning correctly.

1.6

#### DEMONSTRATION AND INSTRUCTIONS

- A. Provide training and demonstrations of the equipment and sequences of systems operation to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Training and demonstrations to include the following in conjunction with designated Operations personnel:
  - 1. Operate the equipment and systems for a minimum of two hours or five repetitions, or as otherwise required. If problems occur, correct them and repeat the full demonstration.
  - 2. Demonstrate proper equipment and systems operation, as well as procedures for cleaning, lubrication, maintenance, replacement of routine expendable parts and all other actions required for normal operations and maintenance.
  - 3. Demonstrate and review both normal and failure modes of system controls operation where they are designed as such.
  - 4. Review O&M manuals
  - 5. Place systems into full operation
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

- G. For each training session, Contractor shall provide written verification of training including, date, time, name of trainer, systems demonstrated, and agenda. Contractor shall prepare and submit a sign in sheet with name, email, title, phone number and signature of all attendees. This shall be turned over as part of the closeout package.

#### SUBSTANTIAL COMPLETION

- A. Refer to General Conditions Article 9.8 Substantial Completion for more information.
- B. The Owner will occupy all portions of the building after Substantial Completion as specified in Section 01 10 00.
- 1.7 C. Contractor shall notify Owner and Design Agent that work is considered substantially complete. A walk-through inspection for determining the date of Substantial Completion will be scheduled. Prior to the request, the following items shall be completed:
1. All security, network and telecommunications and door access shall be complete.
  2. Complete startup and testing of mechanical, electrical and plumbing systems.
  3. Completion of Demonstration and Instructions
  4. Contractor shall prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete. The Design Agent shall review and perform an inspection
  5. Testing and balance reports are available.
  6. Request and complete commissioning and inspection.
  7. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner, per requirements, below.
  8. Make final changeover of permanent locks and deliver keys and keying schedule to Owner. Advise Owner's personnel of changeover in security provisions.
  9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  10. Submit changeover information related to heat and other utilities, and Owner's occupancy, use, operation, and maintenance.
  11. Complete final cleaning requirements, including touchup painting.
  12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
  13. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar re-leases.
- 1.8 D. Following demonstration of compliance with the items above, Design Agent shall prepare a Certificate of Substantial Completion.

#### SPARE PARTS AND MAINTENANCE PRODUCTS

- 1.9 A. Furnish spare parts, maintenance, and extra products (attic stock) in the quantities specified in the individual specification Sections.
- B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.
- C. See Owner's Manual, below, on submission of documentation.

#### PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Warranty period shall commence at date of substantial completion.

- B. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.
  - C. Retain warranties and bonds until time specified for submittal.
  - D. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers.
  - E. Verify that the documents are in the proper form, contain full information, and are notarized.
  - F. Include in the Operations and Maintenance Manuals within the appropriate material specification section, indexed separately on Table of Contents.
  - G. Closeout Submittals Warranties and Bonds:
    - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
    - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
    - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.
  - H. See Owner's Manual, below, on submission of documentation. At Substantial Completion of all work as certified by the College and Architect/Engineer, the Contractor shall deliver a Letter of Warranty to the College. This Warranty certifies that the Contractor shall promptly replace or repair any defects in equipment, materials or workmanship that becomes apparent within one (1) year from the date of Substantial Completion, or the College's acceptance of the Project, whichever is later.
  - I. The Warranty shall include repairs and corrections to pipe covering, paint, woodwork, or any other material and equipment caused to be imperfect due to defective workmanship or materials. All direct and consequential repairs shall be entirely at the expense of the Contractor.
  - J. Additional manufacturers' extended warranties for major equipment shall be supplementary to this guarantee.
- 1.10

#### EMERGENCY CONTACT LIST:

- A. Construction Contacts:
  - 1. During the course of construction, the Contractor shall supply a telephone number that the College may call on a twenty-four (24) hour/day basis for emergency repairs or service made necessary because of Contract work in progress.
  - 2. Coordinate with the Project Manager to complete and file form with Facilities Service Response Center.
- 1.11 B. Warranty Period Contacts:
  - 1. Provide a telephone number that the College may call on a twenty-four (24) hour/day basis to receive immediate repairs and service, during the Warranty period. If the College is unable to contact the Contractor to obtain service, the College shall arrange for service from another service provider or College employees and shall charge the expenses to the Contractor.

#### FINAL COMPLETION

- A. Refer to General Conditions Article 9.10 Substantial Completion for more information.

- B. In order for Final Payment to be accepted, the following must be complete:
  - 1. Resolution of all outstanding punch list items
  - 2. Final inspection of the project by the Owner, Design Agent and Contractor
  - 3. Final inspections and certifications from authorities having jurisdiction.
  - 4. Acceptance of all Closeout Documentation (See Part 3 – Execution for Details).
    - a. Administrative Closeout
    - b. Owner’s Manual
    - c. Project Record Documents
    - d. Final Application for Payment
- C. See Owner’s Manual, below, on submission of documentation.

**PROJECT TURNOVER:**

- A. Sign off of the punch list is required for approval of the final Application for Payment.
- 1.12 B. At the time of Substantial Completion, the Contractor shall coordinate with the College’s Project Manager to schedule a project turnover meeting. This meeting shall include the College’s Project Manager, Contractor, Sub-Contractors, Architect/Engineers (if applicable) and the College’s Operations & Engineering representatives.
- C. Commissioning Review: The project Commissioning Agent’s final report detailing their findings, recommendations, and summary of any open issues shall be made available and reviewed in the course of the Project Turnover Meeting(s).

**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

3.1 **MARK-UP SET OF CONTRACT DOCUMENTS**

- A. During construction, Contractor shall maintain one set of contract documents at the site, dedicated for use as a Mark-Up Set of Contract Documents. The Mark-Up Set is separate from documents used for construction and shall include:
  - 1. Drawings and Specifications, including any bid addenda
  - 2. Specifications.
  - 3. RFIs, ASIs and Sketches
  - 4. Change Orders and other modifications to the Contract.
  - 5. Reviewed Shop Drawings, Product Data, and Samples.
  - 6. Manufacturer's instructions for assembly and installation.
- B. Contractor shall record actual revisions of the Work for all trades, marking up plans and specifications as construction progresses and maintain continuously during the project.
- C. The plans shall be marked to show deviations in actual construction from the contract drawings. Deviations shall be shown in the same general detail utilized in the contract drawings. The drawings shall show the following information, but not be limited to:
  - 1. Locations and descriptions of any utilities constructed or located within the construction limits. Provide survey point numbers on the plans for reference.
  - 2. Locations and dimensions of changes within the facility. Floor plan/layout changes should also include revised room numbers, as physically tagged in the field.

3. Changes in grade, alignment, location, elevations, details, and dimensions of all work including facilities, structures, roads and utilities.
  4. Incorporate approved sketch (SK) drawings.
  5. Where the contract drawings show options, show only the option used in construction.
- D. Record information concurrent with the construction progress, not less than weekly.
- E. Failure to maintain accurate as-built mark-ups will constitute sufficient justification for withholding payments to the Contractor.
- F. Maintain the Mark-Up Set (site “red-lines”) so that it may be available for review by the Architect, College, and the College’s representatives.
- G. The corrections on the Mark-Up set shall be incorporated into original contract plan CAD files for final delivery to the College as part of Project Record Documents, below. All plans shall be included in the set.

#### ADMINISTRATIVE CLOSEOUT

- 3.2 A. Prepare and submit electronically and one (1) hard copy the following documentation to the Owner. Each of the sections of Administrative Closeout shall be individual .pdf files emailed to the Owner’s Representative, copied to the Design Agent.
1. Certification of Work: Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Owner’s review.
  2. Asbestos Abatement Compliance: Provide submittals to Design Agent that are required by governing or other authorities, including abatement documentation, including but not limited to waste manifests, air clearance testing reports and other documentation correctly prepared as proscribed in the abatement plan. Failure to include correctly prepared abatement documentation will delay issuing of final payment.
  3. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims
  4. AIA Document G706A - Contractor's Affidavit of Release of Liens
- 3.3 5. AIA Document G707 - Consent of Surety to Final payment

#### OWNER’S MANUAL

- A. Content of Owner’s Manual:
1. Title Page
  2. Table of Contents
  3. Project Overview
  4. Project Team Contact List
  5. Summary Equipment List
  6. Operations and Maintenance Documentation, Organized by Specification Section
  7. Materials and Finishes Schedule
  8. Spare Parts and Maintenance Products Turnover Documentation
- B. Preparation of Owner’s Manual: Project Overview.
1. Provide Summary of the scope of work of the project.
  2. Schedule summary including start date, completion date, and start and end date of the project Guarantee.
- C. Preparation of Owner’s Manual: Project Team Contact List

1. Directory, listing the names, addresses, and telephone numbers of the Design Agent, its Consultants, Contractor, Subcontractors, and major equipment suppliers.
  2. Specifically list out Emergency contact list with contact names and twenty-four (24) hours contact information for use during the guarantee/maintenance period.
- D. Preparation of Owner's Manual: Summary Equipment List
1. The Contractor shall compile a Summary Equipment List for all new equipment provided under the project. For renovation projects, include a separate spreadsheet for all equipment removed under the project
  2. Contractor shall utilize the Owner's Standard Building Equipment Data Sheet template, providing information including but not limited to: make, model name, model number, serial number, location and area served. Include the name of subcontractors and suppliers, including local source of supplies and replacement parts. Ensure that all subcontractors, suppliers and replacement part providers are included in the Project Team Contact List.
  3. Summary Equipment List shall be provided in both .pdf and editable Microsoft Excel.
- E. Preparation of Owner's Manual: The Operations and Maintenance Documentation. Contractor shall assemble a complete set of Operations and Maintenance (O&M) manuals indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. The Operations and Maintenance Documentation shall be organized by specification section and divided by each product or system. Provide the following information as applicable, separated with subdivides within each :
1. Product cover page: System Name; Brand; Warranty Summary & Contact; Specification section; Description of purpose and area served; Names, addresses, and telephone numbers of the Subcontractors and suppliers.
  2. Significant design criteria.
  3. Each Item of Equipment and Each System: Include a description of the unit or system, size capacity, pressure drops, horsepower and the component parts. Identify the function, normal operating characteristics, and limiting conditions. As applicable, include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.
  4. Final approved shop drawings, submittal and cut sheet data detailing equipment performance data and features. For shop drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
  5. For each component, include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
  6. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
  7. Routine and Preventative Maintenance Requirements: Include the manufacturer's printed operation and maintenance instructions. Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions. Include a servicing and lubricating schedule, and a list of lubricants required. Include a list of the original manufacturer's spare parts, Predicted life of parts subject to wear current prices, and recommended quantities to be maintained in storage.
  8. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
  9. Originals of product warranties and bonds.
  10. Other information as specified in the individual product specification Sections.

11. Building Products, Applied Materials, and Finishes: Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.
12. 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.
13. 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.
14. Charts of valve tag numbers, with the location and function of each valve.
15. Equipment performance field test results, including HVAC system Test and Balancing (TAB) Report, motor alignment tests, etc.
16. Electrical short circuit studies, circuit protective device coordination studies and arc flash studies
17. Electrical panelboard and switchboard schedules
18. As installed schedules for lighting fixtures, lamps, and ballasts
19. Other data as required under pertinent sections of specifications
20. Provide and install framed charts in appropriate building MEP rooms for One Line diagrams, process flow diagrams and valve charts.
21. Software: Provide copies of system software and device configuration files for all electronic systems installed under the project. Files to be provided on formatted CD, mass storage device or other acceptable media. Include applicable software documentation and User Manuals. Systems requiring software backup include but are not limited to:
  - a. Building Automation Systems (BAS)
  - b. Fire Alarm Systems and Smoke Control Systems
  - c. Elevator Controls
  - d. Lighting Controls
22. Door Access Control Systems
23. Additional information required for Electrical, Controls and HVAC Sections:
  - a. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
  - b. Include sequence of operation by the controls manufacturer.
  - c. Include color-coded wiring diagrams and process flow diagrams as installed for applicable systems: One Line and Process Flow diagrams (11x17) for applicable systems: Mechanical (heating, cooling, piping, process water and specialty systems), HVAC (Air handlers, ductwork, piping), Plumbing, Electrical (normal, standby power systems and specialty systems), Fire Alarm and Security and Telecom
  - d. Include control diagrams by the controls manufacturer as installed.
  - e. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.
  - f. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.
  - g. Include test and balancing reports as specified in Section 01 40 00.
  - h. Boiler and elevator and other applicable certificates and operating permits/licenses, DEM permits including generator permits
  - i. Test and inspection documentation including fire pump test data, asbestos abatement plans and manifests.

- F. Materials and Finishes Schedule shall be submitted in conjunction with O&M manual general requirements. Materials and Finishes manual is for architectural products, applied materials and finishes.
1. Final As-Built surfaces finish schedule, keyed to reduced size floor plans.
  2. Additional Requirements: As specified in the individual product specification Sections.
- G. Spare Parts and Maintenance Products Turnover Documentation: provide signed transmittals indicating materials delivered, date, location, name, title and signature of person who received the items.
- H. Formatting
1. Submit the Owner's Manual 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. Pages shall be duplex printed.
  2. Prepare binder covers with the typed 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.
  3. Internally subdivide the binder contents with typed permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs. Tabs shall match the headings provided in 3.3.A, Content of Owner's Manual, above.
  4. The Electronic format shall be organized by Construction Specification Institute (CSI) divisions and include all materials/equipment/systems installed in the building. There shall be one pdf file created for each CSI division.
  5. Electronic .pdf shall be "OCR" keyword searchable, bookmarked by section. File and folder names shall be as mutually agreed.
- I. Draft Submission
1. Submit electronically a preliminary draft of the Owner's Manual thirty (30) calendar days prior to the contractual Substantial Completion date. The Design Agent and its consultants will review drafts and return electronically with comments. Contractor shall make revisions as noted.
  2. A resubmitted draft shall be provided electronically and as one (1) hard copy at contractual Final Completion. This copy will be reviewed and returned after final inspection, with the Design Agent's comments. Revise the content of the document sets as required prior to final submission.
- J. Final Submission: Submit three (3) sets of revised final volumes plus electronic copy in final format within ten (10) days after receipt of final comments.
- K. PROJECT RECORD DOCUMENTS
- L. Project Record Documents shall comprise of the following:
1. As-Built Drawings.
  2. Record Specifications.
  3. Record Contract.
- M. Preparation of As-Built Drawings
1. At the end of construction, the Design Agent will provide to the Contractor a complete set of CAD file(s) with all the plan adjustments (bid addenda, bulletins and sketches produced by the Design Agent) fully incorporated into the base CAD file(s). This shall happen within 14 days of Substantial Completion.

2. The Contractor shall retain Competent Drafting Personnel and will coordinate the process to take all field changes/adjustments by all Subcontractors. The Competent Drafting Personnel shall transfer this information and the Mark-Up Set accurately to the CAD file(s). All hand-drawn SK's that are not included in the Design Team's electronic update must be added to the CAD file(s) by the Contractor.
  3. The Contractor shall also include any electronic "MEP coordination drawings" produced by the construction team in the final electronic As-Builts. The coordination drawings shall not replace any of the original contract drawings, and they shall be fully labeled both to demonstrate the area of the building shown and to identify all elements shown on the plan. If abbreviations are used, a key must be included on these plans.
  4. Include site surveys and As Built. Measured horizontal and vertical locations of the underground utilities and appurtenances, referenced to permanent surface improvements. Include the locations and description of any existing utility lines and other existing installations of any kind or description encountered during construction. Note all changes in size, material, location, and elevation of all new or abandoned underground utility lines and pertinent work, including site grading. Document topography and drainage changes. Show the location of all valves, manholes, etc. and include dimensions to permanent features such as building corners. Note direction of each new valve opening. Show clearances between new utilities and existing crossed lines. Locate all bends, thrust blocks, and other restraints.
  5. The placement, size, and type of any fire extinguishers.
  6. Measured locations of internal utilities and appurtenances concealed in the construction.
  7. Details not on the original Contract drawings, including field changes of dimension and detail.
  8. The Contractor will ensure that all notes and schedules included in the design drawings are updated to accurately reflect actual installed conditions.
  9. The As-Built Drawings shall include a cover page and content index.
  10. As-built Drawings shall be labeled so that the following information is legible when rolled as well as on a cover page: Building, project or facility name, Design Agent's project number, and submission date.
- N. Preparation of Record Specifications: Include cover page, title page, table of contents and tabulated and divided by Specification Section. Prepare in binders and electronically as per 3.4.E, Format, below. For each Specification, prepare a summary and provide documentation as follows. Each page shall include the Specification Section Number and Title.
1. Part 1 – General: Statement of compliance with General subsection or description of any deviations
  2. Part 2 – Products: For each installed item covered in the Specification Section, provide a copy of the Product Cover Page (from the Owner's Manual).
  3. Part 3 – Execution: Statement of compliance with Execution subsection or description of any deviations. Include any ASI or RFI responses in support of actual installation.
- O. Preparation of Record Contract: Include cover page, title page, table of contents and tabulated and divided. This list is not all inclusive; final list shall be agreed upon with Design Agent and Owner, based on review of the draft.
1. State Purchase Order
  2. Bid Form
  3. Executed AIA A101 and A201
  4. State Change Orders, including Purchase Order, AIA Cover Sheet and Backup. Provide a tab for each Change Order.
  5. Correspondence and Project Meeting Minutes.

6. Copies of Contractor's project warranty letter, Subcontractor warranty letters and special guarantees and warranties such as roofing, waterproofing, windows and doors as applicable.
7. Project Documents and Certificates (trade permits and 128 Forms, Final Certificate of Occupancy, etc.).
8. Certificate of Substantial Completion
9. Original and Updated Project Schedules
10. Project Progress Photographs
11. Additional Associated Materials. Each shall be considered a separate section, identified in the table of contents and divided as such. Example items include but not limited to:
  - a. National Grid Rebate Applications.
  - b. LEED scorecards
  - c. If the project required geotechnical, archeological, or other miscellaneous studies or other reports, these shall also be submitted as Record Documents.

P. Project Record Documents Format: Printed

1. As Built Drawings shall be organized into 3 sets, stapled with edge binding. The title block, visible when drawings are rolled, shall state the building name, title of the project, substantial completion date, Design Agent and Contractor.
2. Record Specifications and Record Contract Documents shall be printed duplex on 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.
3. Prepare binder covers and spline labels with the printed title of "Project Record Documents", building name, title of the project, substantial completion date, Design Agent and Contractor, and the subject matter of binder.
4. Provide cover pages and internally subdivide the binder contents with permanent page dividers, based on the following sections, as applicable.

Q. Project Record Documents Format: Electronic

1. All .pdf shall include bookmarks for Sections and be "OCR" keyword searchable.
2. Folder structures and file names shall be as agreed.

R. Project Record Document Draft

1. Contractor shall prepare an electronic draft of the project record documents for review by the Design Agent and the Owner fifteen (15) days prior to final inspection, or within twenty-one (21) days of receipt of updated electronic files from the Design Team, whichever comes first.
2. Ensure the entries are complete and accurate, enabling future reference by the Owner.
3. All Design Agent and Owner comments/mark-ups on the draft package shall be returned to the Contractor within 21 days. The Contractor shall make corrections as noted and resubmit within twenty-one (21) calendar days.

3.4

S. Final Submission

1. Within fifteen (15) calendar days of receiving final approval of the corrected drafts, the Contractor shall submit three (3) printed, bound copies and one (1) electronic copy of all documents.

FINAL APPLICATION FOR PAYMENT

- A. Following the requirements of Section 01 20 00, submit the final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due to the Design Agent.

- B. Design Agent shall work with the Owner to determine that all requirements have been fulfilled, and if so, issue a final Certificate for Payment.

**END OF SECTION**

SECTION 024100

DEMOLITION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

A. Work Included:

1. Demolition and removal of selected portions of buildings carpet, vinyl flooring, cove base, transition strips, and any other items necessary to provide finish product.
2. Demolition and removal of selected site elements and as required for new work. Refer to the Drawings for additional requirements.
3. Salvage of existing items, such as furniture, to be reused or turned over to the facility.
4. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
5. Demolition and removal work shall properly prepare for alteration work and new construction to be provided under the Contract.
6. Scheduling and sequencing operations without interruption to utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and the Owner. Provide temporary services as necessary to serve occupied and usable facilities when permanent utilities must be interrupted, or schedule interruption when the least amount of inconvenience will result.
7. Scheduling demolition to occur in select areas of the building during off hours so as not to disrupt the occupied areas.

- B. Sustainable Design Intent: Comply with project requirements intended to achieve sustainable design, measured and documented according to the LEED Green Building Rating System, of the US Green Building Council. Refer to Section 018110, SUSTAINABLE DESIGN REQUIREMENTS for certification level and certification requirements.

- C. Related Work: The following items are not included in this Section and are specified under the designated Sections:

1. Section 011000 - GENERAL REQUIREMENTS for Temporary Facilities And Controls:
  - a. Maintenance of access, cleaning during construction, dust and noise control.
2. Section 017400 - CONSTRUCTION WASTE MANAGEMENT:
  - a. Waste management and recycling.

### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the Owner ready for reuse, at a location designated by the Owner. Protect from weather until accepted by Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

### 1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to Owner that may be encountered during selective demolition remain property of the Owner as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Owner.

### 1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure Owner's on-site operations are uninterrupted if applicable.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Locations of proposed dust- and noise-control temporary partitions and means of egress, including for other occupants affected by selective demolition operations.
  - 6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
  - 7. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged, and turned over the Owner.
- C. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
  - 1. Comply with submittal requirements in Section 017400 - CONSTRUCTION WASTE MANAGEMENT.

### 1.6 QUALITY ASSURANCE

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- C. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.
- D. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- E. Standards: Comply with ANSI A10.6 and NFPA 241.
- F. Predemolition Conference: Conduct conference at Project site to comply with requirements in Section 011000 - GENERAL REQUIREMENTS, Project Meetings. Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

#### PART 2 - PRODUCTS

##### 2.1 SALVAGING

- A. Salvaged for Reinstallation: Materials indicated on the Drawings or designated in the field by the Owner to be salvaged and reinstalled shall be carefully removed and stored at a location acceptable to the Architect and Owner. Materials to be salvaged include, but are not limited to the following:

1. Furniture.
  2. Door hardware.
- B. Salvaged for Storage: Materials indicated on the Drawings or designated in the field by the Owner to be salvaged and stored shall be carefully removed and delivered to the Owner at locations determined by Owner. Materials to be salvaged include, but are not limited to the following:
1. Furniture
  2. Door hardware.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer registered in the state that the project is located to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction videotapes.
  1. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.
- G. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

#### 3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  1. Comply with requirements for access and protection specified in Section 011000 - GENERAL REQUIREMENTS, Temporary Facilities and Controls.
  2. Maintain adequate passage to and from all exits at all times. Before any work is done which

significantly alters access or egress patterns, consult with the Architect and obtain approval of code required egress. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.

- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.
  - 2. Remove temporary shoring, bracing and structural supports when no longer required.
  - 3. Post warning signs and place barricades as applicable during placement and removal of temporary shoring.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
  - 1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
  - 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

### 3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
  - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 5. Maintain adequate ventilation when using cutting torches.
  - 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  - 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  - 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly. Comply with requirements in Section 017400 - CONSTRUCTION WASTE MANAGEMENT.

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to storage area designated by the Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

- D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

E. Items for Re-use and Preservation of Existing Surfaces to Remain:

1. The Contractor shall inspect closely each item specifically designated to be relocated, re-used, or turned over to the Owner prior to its removal, and immediately report damages and defects to the Architect and the Owner. The Contractor shall be responsible for any subsequent damage to the same other than latent defects not readily apparent from close inspection, and shall bear responsibility for its repair or same replacement as directed by the Architect, to the satisfaction of the Owner.
2. Unless special surface preparation is specified under other Specification Sections, leave existing surfaces that are to remain in a condition suitable to receive new materials and/or finishes.

### 3.4 PROTECTION OF PUBLIC AND PROPERTY

- A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, workmen, and Owner's employees during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.
- B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Architect, and to the satisfaction of the Owner.
- C. Demolition shall be performed in such a manner that will insure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from

injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.

- D. Every precaution shall be taken to protect against movement or settlement of the building, of adjacent buildings, sidewalks, roads, streets, curbs and pavements. Provide and place at the Contractor's own expense, all necessary bracing and shoring in connection with demolition and removal work.
- E. Remove portions of structures with care by using tools and methods that will not transfer heavy shocks to existing and adjacent building structures, both internal and external of the particular work area.
- F. Provide and maintain in proper condition, suitable fire resistive dust barriers around areas where interior demolition and removal work is in progress. Dust barriers shall prevent the dust migration to adjacent areas. Remove dust barriers upon completion of major demolition and removal in the particular work area.

### 3.5 DISCOVERY OF HAZARDOUS MATERIALS

- A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work in affected area only and immediately notify the Architect and the Owner of such discovery. Do not proceed with work in such areas until instructions are issued by the Architect. Continue work in other areas.
- B. If unmarked containers are discovered during the course of the work, cease work in the affected area only and immediately notify the Architect and the Owner of such discovery. Do not proceed with work in such areas until instructions are issued by the Architect. Take immediate precautions to prohibit endangering the containers integrity. Continue work in other areas.

### 3.6 CUTTING

- A. Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new materials when patched. Use extreme care when cutting existing surfaces containing concealed utility lines which are indicated to remain and bear full responsibility for repairing or replacement of all such utilities that are accidentally damaged.
- B. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

### 3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with requirements of Section 017400 - CONSTRUCTION WASTE MANAGEMENT and the following:
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

END OF SECTION

SECTION 079200

JOINT SEALANTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. Joint sealants and fillers.
  - 2. Remove sealant and backer rod on all four sides of every fourth floor exterior window, install new backer rod and sealant on all four sides of every fourth floor exterior window.
- B. This Section includes joint sealants for the applications specified with the products in this Section and as indicated on Drawings.
- C. Sustainable Design Intent: Comply with project requirements intended to achieve sustainable design, measured and documented according to the LEED Green Building Rating System, of the US Green Building Council. Refer to Section 018110, SUSTAINABLE DESIGN REQUIREMENTS for certification level and certification requirements.
- D. Related Work: The following items are not included in this Section and are specified under the designated Sections:
  - 1. Section 042000 - UNIT MASONRY for masonry control and expansion joint fillers and gaskets.
  - 2. Section 088000 - GLAZING for glazing sealants.
  - 3. Section 092110 - GYPSUM BOARD ASSEMBLIES for sealing perimeter joints of gypsum board partitions to reduce sound transmission.
  - 4. Section 093000 – TILING for sealing of expansion, contraction, control, and isolation joints in tile surfaces.
  - 5. Section 095100 - ACOUSTICAL CEILINGS for sealing edge moldings at perimeters of acoustical ceilings.

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. LEED Submittals:
  - 1. Credit IEQ 4.1: Manufacturers' product data for interior sealants and sealant primers, including printed statement of VOC content.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Qualification Data: For Installer.
- E. Preconstruction Field Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on preconstruction testing specified in "Quality Assurance" Article.
- F. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- G. Field Test Report Log: For each elastomeric sealant application.
- H. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.
- C. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - 1. Use manufacturer's standard test method to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
    - a. Adhesion Testing: Use ASTM C 794 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
    - b. Compatibility Testing: Use ASTM C 1087 to determine sealant compatibility when in contact with joint sealant backing and glazing and gasket materials.

2. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
3. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
4. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

D. Preconstruction Field-Adhesion Testing: Before installing elastomeric sealants, field test their adhesion to Project joint substrates as follows:

1. Locate test joints where indicated on Project or, if not indicated, as directed by Architect.
2. Conduct field tests for each application indicated below:
  - a. Each type of elastomeric sealant and joint substrate indicated.
  - b. Each type of nonelastomeric sealant and joint substrate indicated.
3. Notify Architect seven days in advance of dates and times when test joints will be erected.
  - a. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193.
    - 1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
4. Report whether sealant in joint connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.
5. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01.

1.6 PROJECT CONDITIONS

A. Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified

in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
1. Architectural Sealants: 250 g/L.
  2. Sealant Primers for Nonporous Substrates: 250 g/L.
  3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: Provide colors as selected by the Architect from manufacturer's full range of standard and custom colors; maximum of five colors, three standard colors and two custom colors.

### 2.2 JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Stain-Test-Response Characteristics: Elastomeric sealants shall be nonstaining to porous substrates. Provide products that have undergone testing according to ASTM C 1248 and have

not stained porous joint substrates indicated for Project.

- C. Suitability for Contact with Food: Where elastomeric sealants are indicated for joints that will come in repeated contact with food, provide products that comply with 21 CFR 177.2600.
- D. Single-Component Neutral-Curing Silicone Sealant:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 790.
    - b. GE Silicones; SilPruf LM SCS2700.
    - c. Tremco Inc.; Spectrem 1.
    - d. Pecora Corporation; 864.
    - e. Bondaflex Technologies; Sil 290
  2. Extent of Use: Joints in exterior vertical and soffit surfaces.
- E. Multicomponent Pourable Urethane Sealant:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Bostik Findley; Chem-Calk 550.
    - b. Meadows, W. R., Inc.; POURTHANE.
    - c. Pecora Corporation; Urexpan NR-200.
    - d. Tremco Inc.; THC-901.
    - e. Bondaflex Technologies; PUR 2 SL
  2. Extent of Use: Joints in exterior horizontal surfaces.
- F. Single-Component Mildew-Resistant Acid-Curing Silicone Sealant:
1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Dow Corning Corporation; 786 Mildew Resistant.
    - b. GE Silicones; Sanitary SCS1700.
    - c. Tremco Inc.; Tremsil 200.
    - d. Bondaflex Technologies; Sil 100 WF
  2. Extent of Use: Sanitary joints at toilet rooms.

- G. Latex Sealant: Comply with ASTM C 834, Type P, Grade NF.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
    - a. Bostik Findley; Chem-Calk 600.
    - b. Pecora Corporation; AC-20+.
    - c. Sonneborn, BASF Building Systems; Sonolac.
    - d. Tremco Inc.; Tremflex 834.
    - e. May National Bondaflex Sil-A 700
  - 2. Extent of Use: Non-moving joints at interior locations.

### 2.3 JOINT-SEALANT BACKING

- A. Sealant Backing Material, General: Nonstaining; compatible with joint substrates, sealants, primers, and other joint fillers; and approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin) or other type, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include concrete, masonry and unglazed surfaces of ceramic tile.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following metal, glass, porcelain enamel and glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time

backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.

F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

#### 3.4 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

#### 3.5 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION

**SECTION 090130.91**

**RESTORATIVE BONDING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS:**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

**1.02 SUMMARY:**

- A. This Section includes the following:
  - 1. Restoration of existing, interior ceramic and quarry tiled floor, wall and ceiling areas to a "like new" appearance and integrity.
  - 2. Installation shall result in a floor, wall and ceiling treatment that will produce a moisture barrier and condition so that the appearance can be maintained using conventional cleaning processes in combination with recommended periodic prescribed support service activities.

**1.03 QUALITY ASSURANCE:**

- A. Definition - Restorative Bonding: Tile grout restoration and maintenance is referenced generically as Restorative Bonding. This technology is environmentally friendly and permanent in nature, and should not be confused with or compared to grout painting, staining, or otherwise recoloring.
- B. Source of Materials: Provide materials obtained from one source for each type and color of restorative bonding materials.
- C. Installer Qualifications: Engage a licensed, certified, trained and experienced installer who has successfully completed restorative bonding installations similar in material, design, and extent to that indicated for this Project.
- D. Restorative Bonding Products: Products and installation surfaces' shall be as designed by the manufacturer so as not to reduce the co-efficient of friction (slip-resistance) of flooring products to less than required to comply with published U.S. Justice Department Regulations for the "Americans with Disabilities Act of 1990" (ADA, ADA-AG), ANSI A 117.1, and the "Uniform Federal Accessibility Standards" (UFAS); And revisions and amendments thereto.
- E. Mock-ups: Provide mock-up of restorative bonding system at location indicated, or if not indicated, as directed by Architect or Owner. Mock-up shall be approximately 2-feet by 2-feet or include no less than four (4) contiguous floor, wall and ceiling tiles, whichever is larger, at location indicated. Accepted mock-ups shall demonstrate and establish the quality of work by which the remainder of the work shall be judged.
- F. Sanitation Support Service: Contractor shall offer an optional periodic "Sanitation Support Service" to the Owner in writing upon completion of the work.

**1.04 SUBMITTALS:**

- A. Experience and qualification data for manufacturer and applicator.
- B. Product Data: Submit manufacturer's complete and current product information, technical information, and installation and maintenance instructions.
- C. Submit sample warranty for review.
- D. Shop Drawings: Where locations of the work of this contract are not indicated or completely indicated, prepare and submit shop drawings indicating tile patterns and locations and widths of control, isolation, contraction and expansion joints in tile surfaces.
- E. Samples for Initial Selection Purposes: Submit manufacturer's color charts consisting of full range of colors, textures and patterns available for each type of restorative bonding indicated. Include samples of all materials involving color selection.
- F. Samples for Verification Purposes, submit the following upon request by Architect or Owner:
  - 1. Samples for each type of joint treatment for each color and texture required, not less than 12-inches square, on plywood or hardboard backing, grouted and sealed.
- G. Contractor's proposal for "Sanitation Support Services," including all provisions and services to be provided, frequency of additional cleaning and restorative procedures and annual cost for at least the first year following expiration of manufacturer's warranty.

**1.05 DELIVERY, STORAGE, AND HANDLING:**

- A. Deliver and store packaged materials in accordance with manufacturer's written instructions and recommendations, in original containers with seals unbroken and labels intact until time of use. Prevent damage or contamination to materials by water, freezing, foreign matter or other causes.
- B. Store items to be incorporated in the Work in stable and secure manner, off of floor, within an area which has ambient temperature controlled within acceptable range required for each product.
- C. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage to the areas indicated, or if not indicated, as designated by the Contractor or Owner.
  - 1. If additional storage is necessary, obtain and pay for such storage off site in a fully bonded and insured facility acceptable to the Owner, with all items stored clearly identified as being assigned to this project. Address for any off-site stored materials shall be provided to the Owner, by the Contractor.

**1.06 PROJECT CONDITIONS:**

- A. Maintain environmental conditions and protect work during and after installation to comply with manufacturer's current printed instructions and recommendations.
- B. Vent any temporary heaters to exterior to prevent damage to restorative bonding work from carbon dioxide buildup.
- C. Maintain temperatures at not less than 50 degrees F (10 degrees C) in work areas during installation and for 7-days after completion, unless higher temperatures are required by manufacturers' current printed instructions and recommendations.

**1.07 WARRANTIES AND GUARANTEES:**

- A. Warranty: The manufacturer shall approve the installation and provide their standard written warranty for labor and materials, that the restorative bonding system shall remain adhered, intact (without perceptible deformation) and completely leak free from the date of project Substantial Completion as long as prescribed Support Services are continued, subject to Owner's compliance with written maintenance instructions delivered to the Owner by the Contractor.
1. Warranty provisions shall not apply in the event of occurrence of exclusions in the written warranty, including in part, Owner's noncompliance with written maintenance instructions delivered to the Owner by the Contractor, work performed on the completed system by others that affects its integrity or causes damage; or damage due to neglect, abuse, natural phenomena, acts of God, or otherwise not under the control of the Contractor or due to defective workmanship.
  2. The Contractor shall warrant the appearance and integrity of the tile and grout surface indefinitely for as long as warranty provisions are adhered to and the Owner engages the Contractor for optional "Sanitation Support Services."
- B. Repairs that become necessary while restorative bonding system is under warranty and/or guarantee, shall be performed within 14-days of notification to the installer and/or manufacturer, including in part, any required removals, repairs of the restorative bonding system, and restoration of any additional materials removed to perform the work to at least their previously existing condition. Should for any reason, the installer is not able to perform the repairs, it shall be incumbent upon the manufacturer to do so. If repairs are not begun on time, Owner shall have work done by others and costs will be charged to the Contractor, with no detrimental effect on the remaining warranty and no termination of warranty.
- C. The above warranty shall be in addition to, shall be in effect simultaneously with, and shall not alter or limit other project or product warranties or guarantees, nor shall it serve as a limitation to other remedies available to the Owner.

**PART 2 - PRODUCTS**

**2.01 ACCEPTABLE MANUFACTURERS:**

- A. Manufacturers: Subject to compliance with requirements, provide preapproved products and restorative bonding systems equivalent to "SaniGLAZE Process" system, as manufactured by SaniGLAZE International, LLC; Jacksonville, Florida; Phone: 1-800-874-5554; Website: [www.saniglaze.com](http://www.saniglaze.com).

**2.02 PRODUCTS - GENERAL:**

- A. Restorative bonding system specified is proprietary in nature, and all materials utilized in completion of the work shall be either manufactured or approved in writing for use by the system manufacturer. It is anticipated that these requirements will also apply to any alternate restorative bonding system accepted
- B. All products and installation shall comply with restorative bonding system manufacturer's current written instructions, recommendations and restrictions.
- C. Completed restorative bonding systems shall be capable of sustaining foot traffic within four hours after completion of the work, without damage to the system.

**2.03 MATERIALS:**

- A. Strippers - If Sealer or Floor Finish Exists: SaniGLAZE Polymer Remover, Eradicate, StripTASTIC stripper, Seal Remover, or system manufacturer approved equivalent.
- B. Tile Cleaning Compound: SaniGLAZE Extra Strength Contaminant Remover.
- C. Grout Etching and Cleaning Compound: SaniGLAZE Tile & Grout Prep compound that is specifically formulated to leave a grout surface conducive to micro anchor bonding with SaniGLAZE High Build Glazing Compound, or system manufacturer approved equivalents.
  - 1. The grout preparation gel shall be a maximum strength, non-fuming product comprised of organic and inorganic chelating, scale removing compounds, suspending agents, penetrating detergents, water soluble solvent compounds, viscosity control agents, and odor suppressants.
  - 2. It shall remove embedded soils, dissolve micro-scale and mineral deposits, neutralize iron, rust, and mineral and urine stains without attacking the substrate or excessively dissolving cementitious grout or mortar joints, or having a deleterious effect on metal, fiberglass, porcelain or ceramic fixtures.
  - 3. The grout preparation gel shall promote maximum contacting time and applicator control of the process, and reduce contact hazards to a minimum.
  - 4. The grout preparation gel shall leave no residue, chalk, or grit when properly rinsed.
  - 5. The grout preparation gel shall possess a minimum shelf life of one year and its age shall be within that time limitation period at the time of application.
- D. Grout Renewal/Replacement Compound: SaniGLAZE High Build Glazing Compound, a waterborne moisture impermeable grout glazing compound, in combination with SaniGLAZE Dry Solids to prevent shrinkage and pitting during the curing process or SaniKOTE for wide grout, flat grout, or irregular grout; for application to the existing grout between the tiles and leveled to the surface depth of the pretreated grout. Grout glazing compound shall be fully compatible with other components of the restorative bonding system.
  - 1. For Grout Lines Greater Than 62.5-mils Deep: SaniGLAZE High Build Glazing Compound.
  - 2. For Grout Lines Less Than 62.5-mils Deep: SaniGLAZE Glazing Compound.
  - 3. For Wide Grout ¼ " or greater in width, flat grout with no depth, or irregular grout patterns: SaniGLAZE SaniKOTE grout glazing material.
  - 4.. This material shall be non porous and have bonding properties equal to or better than original grout. It shall be of proper viscosity as to seek and fill all substrate voids by gravity and level to the original grout surface level.
  - 5. Color(s): This compound shall be available in varying colors and be capable of matching the existing grout.
  - 6. Restrictions: Grout glazing compound shall not remain on any tile surface.
  - 7. Bonding and Curing: Grout glazing compound must bond with the grout and be cured to form an impermeable barrier to moisture.

8. Mixing: Utilizing clean, new or undamaged containers and equipment, comply with manufacturer's current written instructions, as follows, unless otherwise indicated or required for warranty:
  - a. SaniGLAZE High Build Glazing Compound (deep grout): Mixture shall contain 1 quart of SaniGLAZE High Build Glazing Compound, up to 8 ozs. Dry Solids, 10 ml Part B Hardener, and shall be mixed thoroughly using a power drill with mixing blade or other mixing device acceptable to system manufacturer.
  - b. SaniGLAZE Glazing Compound (shallow grout): Mixture shall be identical to High Build Glazing Compound, except modified for producing a lower nonvolatile volume which makes it suitable for shallow grout lines. Modified mixture shall be in strict accordance with manufacturer's current written instructions and recommendations, including in part, materials, proportions and mixing requirements.
  - c. SaniKOTE: Mixture for flat, shallow, and irregular grout patterns shall be 12 oz. of SaniKOTE grout glazing material combined with 7.5 ml SaniKOTE Hardener, and shall be mixed by pouring Hardener directly into SaniKOTE bottle and shaking well to combine the hardener with the glazing material.
  
- E. Shielding Sealer:
  1. Porous and Nonporous Tile: SaniGLAZE Super Shield, SaniSEAL, SaniTECH (all waterborne), or SaniMAX / SaniMAX-C with Xolite (solvent borne), a tile surface moisture, grease, oil and chemical barrier, providing an impermeable moisture seal over the entire treated area, with a semi-gloss, gloss or flat finish, as selected. This sealer shall be resistant to urine, disinfectants, bleach, acid bowl cleaner, high pH cleaners, and other chemicals typically used in cleaning rest rooms and other tile and grout areas.
    - a. Finished Appearance: Clear, transparent and invisible when it has dried and cured, with sufficient particle size of the emulsion and surfactant package to allow deep penetration of porous tile substrates, and a chemical adhesion component. Gloss level as selected. Colored finished appearance over tile and grout with the option of SaniMAX-C.
    - b. Maintenance: This compound must be able to recoat itself when maintenance needs arise.
    - c. Slip Resistance: Static Coefficient of Friction or at least 0.70 dry and 0.50 wet when tested with the ASTM Test Method F-2508.
  
- F. Maintenance (SaniGLAZE EverGLAZE or Equivalent) – The contractor shall offer Maintenance and Warranty Service or Equivalent. Materials: SaniGLAZE EverGLAZE PRO for periodic maintenance and EverGLAZE Daily for routine cleaning, capable of removing any surface soil and contaminants, renewing the original SaniGLAZE finish or SaniGLAZE Super Shield, SaniSEAL, SaniTECH or SaniMAX / SaniMAX-C which was applied during the original restoration, and bringing the floors, walls and ceilings back to the same "like new" appearance affected by the original restoration, using SaniGLAZE EverGLAZE Daily and EverGLAZE PRO as applicable to clean and renew the original SaniGLAZE topical shield.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION:**

- A. Examine surfaces to receive restorative bonding work and conditions under which the system will be installed.
- B. Do not proceed with restorative bonding work until surfaces and conditions comply with requirements indicated in manufacturer's current written instructions and recommendations.

**3.02 INSTALLATION - GENERAL:**

- A. Prepare and install restorative bonding system in accordance with manufacturer's current written instructions and recommendations, and as otherwise required to obtain manufacturer's warranty.

**3.03 PRE-PREPARATION – IF SEALERS OR COATINGS ARE PRESENT**

- A. Remove all existing surface-applied polymer based coatings and/or sealers with either SaniGLAZE Polymer Remover, Eradicate stripper, StripTASTIC, Seal Remover, or preapproved equivalent.
- B. Agitate the floor, wall and ceiling surfaces to be restored to ensure loosening and emulsification of such matter. Remove all emulsified and deleterious matter by suction.

**3.04 PREPARATION**

- A. Floor, wall and ceiling surfaces to be restored shall be mechanically scrubbed utilizing SaniGLAZE Extra Strength Contaminant Remover or preapproved equivalent to remove any remaining embedded contaminants from tile and grout surfaces. Remove scrubbing residue by suction and rinse with clean water flood rinse. Remove rinse solution by suction. Test floor, wall and ceiling surfaces to be restored using hydriion method, and verify that existing pH level will not neutralize chemicals used in the preparation, sealing and finishing processes.

Test floor, wall and ceiling surfaces to be restored using hydriion method, at least one test per 100 square feet of tile surface, and verify that existing pH level will not neutralize chemicals used in the preparation, sealing and finishing processes. Correct any deficiencies prior to continuing with joint treatment applications.

- B. Grout Preparation Procedures: Grout preparation gel shall be applied to the entire surface of the floor, wall and ceiling surfaces to be restored.
  - 1. Grout lines shall be chemically etched and cleaned using SaniGLAZE Tile & Grout Preparation compound or preapproved equivalent that is specifically formulated to leave a grout surface conducive to micro anchor bonding with SaniGLAZE High Build Glazing Compound or preapproved equivalent.
  - 2. A clear water flood rinse shall be applied to the floor and the residue removed by suction. The grout preparation gel shall leave no residue, chalk, or grit after having been properly rinsed.
  - 3. Test floor, wall and ceiling surfaces to be restored using hydriion method, at least one test per 100 square feet of tile surface, and verify that existing pH level will not neutralize chemicals used in the preparation, sealing and finishing processes. Correct any deficiencies prior to continuing with joint treatment applications.

**3.05 GROUT GLAZING AND SEALING:**

- A. Grout Glazing: Apply SaniGLAZE High Build Glazing Compound or preapproved equivalent system, in combination with SaniGLAZE Dry Solids to prevent shrinkage and

pitting during the curing process. This waterborne moisture impermeable grout glazing compound shall be applied to the existing grout between the tiles and leveled to the surface depth of the pretreated grout. The compound shall not remain on any tile surface. The compound shall bond with the grout and be cured to form an impermeable moisture barrier.

1. Any missing grout shall be replaced with SaniGLAZE High Build Dry Solids Grout Replacement System or pre-approved equivalent. It shall be of proper viscosity as to seek and fill all substrate voids by gravity and level to the original grout surface level.
  2. SaniGLAZE High Build Glazing Compound and Dry Solids or preapproved equivalent system, shall also be used for restoring grout lines greater than 62.5 mils deep. It shall be identical to High Build Glazing Compound except for a lower nonvolatile volume which makes it suitable for shallow grout lines.
  3. The high build glazing compound and dry solids shall be formulated to be fully compatible with and function synergistically with other SaniGLAZE or preapproved equivalent products and systems. It shall be of sufficient nonvolatile volume as to actually rebuild rather than simply stain or color existing or new grout. It shall also be of sufficient internal chemical cross-linking to create a cohesive, wear resistant surface.
- B. Sealing: Apply SaniGLAZE Super Shield, SaniSEAL, SaniTECH, SaniMAX / SaniMAX-C or pre-approved equivalent to the entire tile surface to provide an impermeable moisture seal over the entire treated area(s), with the specified gloss level.
- C. Drying and Curing: Provide drying and curing procedures in accordance with manufacturer's current written instructions and recommendations, or if not indicated, by means of a mechanically generated air flow.

### **3.05 CLEANING AND PROTECTION:**

- A. Cleaning: Upon completion of restorative bonding applications, clean all new and adjacent existing tile surfaces so they are free of foreign matter. Remove any residue, splatter and similar materials from adjacent and other surfaces, wherever occurs.
- B. Remove all trash, containers, cartons, debris, excess materials, etc., which results from work under this Section, and legally dispose of off Owner's property.
- C. Protection: Advise Contractor and Owner in writing of protections necessary from completion of restorative bonding work and project Substantial Completion.

### **3.06 CLOSEOUT:**

- A. Deliver the following to the Contractor or Owner, as applicable, in duplicate 3-ring binders clearly identifying the project, Contractor, Installer, and Owner on the cover and spine:
  1. Fully executed warranty, subject to acceptance of prescribed Support Services.
  2. Complete contact information for the system manufacturer and installer
  3. Complete printed cleaning and maintenance instructions. Include at least two sources with complete contact information for any special cleaning and maintenance solutions, materials and supplies.
  4. Proposal for "Sanitation Support Services."

**END OF SECTION**

SECTION 096510

RESILIENT FLOORING AND ACCESSORIES

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
1. Linoleum sheet floor covering.
  2. Linoleum tile floor covering.
  3. Resilient tile "flocked" floor covering.
- B. Sustainable Design Intent: Comply with project requirements intended to achieve sustainable design, measured and documented according to the LEED Green Building Rating System, of the US Green Building Council. Refer to Section 018110, SUSTAINABLE DESIGN REQUIREMENTS for certification level and certification requirements.
- C. Related Work: The following items are not included in this Section and are specified under the designated Sections:
1. Section 096800 - CARPETING for carpet accessories.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED v4 Submittals:
1. Product data for MR Credit 4 Option 1 for products having regional manufacturing and extraction locations.
  2. Product data for MR Credit 4 Option 2 for products having recycled content, including documentation indicating percentages by weight of post-consumer and pre-consumer recycled content and sustainable attributes. a. Include statement indicating costs for each product having recycled content. b. Include product data for bio-based content and certification of SMART sustainable product certification.
  3. Product data for MR Policy 2 for construction and demolition waste management.
  4. Product data for EQ Credit 2 for low emitting adhesives and sealants, including printed statement of VOC content as required by Division 01. 5. Confirm that each product complies with the testing and product requirements of the California Department of Health Services Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small Scale Environmental Chambers, including 2004 Addenda. If a product specified has not been tested as noted, provide a substitution to the Architect for review and approval of an equal product meeting noted California Department of Health standard.]

- C. Shop Drawings: For each type of floor covering. Include floor covering layouts, locations of seams, edges, columns, doorways, enclosing partitions, built-in furniture, cabinets, and cutouts.
  - 1. Show details of special patterns.
- D. Samples for Verification: Full-size units of each color and pattern of resilient flooring required.
  - 1. Resilient Wall Base and Accessories: Manufacturer's standard-size Samples, but not less than 12 inches long, of each resilient product color and pattern required.
  - 2. For heat-welding bead, manufacturer's standard-size Samples, but not less than 9 inches long, of each color required.
- E. Seam Samples for Sheet Flooring: For seamless-installation technique indicated and for each floor covering product, color, and pattern required; with seam running lengthwise and in center of 6-by-9-inch. Sample applied to a rigid backing and prepared by Installer for this Project.
- F. Maintenance Data: For resilient products to include in maintenance manuals.

#### 1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
  - 1. Must be a Manufacturers Certified Installer.
  - 2. Proof of valid certification must be submitted to the GC and verified Manufacturer prior to the start of the project.
  - 3. The Certified Installer must manage and be on site during installation at all times.
- B. Fire-Test-Response Characteristics: Provide products identical to those tested for fire-exposure behavior per test method indicated by a testing and inspecting agency acceptable to authorities having jurisdiction.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F. Store tiles on flat surfaces.

#### 1.6 PROJECT CONDITIONS

- A. Maintain temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 95 deg F in spaces to receive floor tile during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.
- B. After postinstallation period, maintain temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Close spaces to traffic during floor covering installation.
- D. Close spaces to traffic for 48 hours after floor covering installation.
- E. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 LINOLEUM TILE FLOOR COVERING

- A. Sheet Flooring: ASTM F 2034, Type I, linoleum consisting of a minimum of 25 percent rapidly renewable raw material.
- B. Durable and Low Maintenance Flooring: Provide linoleum flooring that is impermeable to moisture and air.
- C. Warranty: Provide linoleum flooring with a 15 year, non-prorated lifetime warranty.
- D. Installation: Manufacturers certified
- E. Manufacturers:
  - 1. Forbo Flooring, Inc.
  - 2. Or Equal
- F. Linoleum Tile Flooring: Solidified mixture of linoleum cement binder and ground cork, wood flour, mineral fillers, and pigments bonded to a fibrous or other suitable backing so that backing is partially embedded in mixture. Patterns and colors extending through entire wear-layer thickness. Provide linoleum tile in color and pattern selected by the Architect and as follows:
  - 1. Basis of Design: Marmoleum Modular as manufactured by Forbo Flooring, Inc., Hazelton, PA 18202
- G. Thickness: 2.5 mm
- H. Size: Approx. 20" x 20" (50cm x 50cm)
- I. Backing: Polyester
- J. Colors: As selected by Architect from manufacturers full range.
  - 1. Patterns: Provide up to five colors per room, in proportions as required to produce custom, random, and curvilinear patterns from artwork to be supplied by Architect.
  - 2. Refer to drawings for colors and patterns.

### 2.2 LINOLEUM SHEET FLOOR COVERING

- A. Description: ASTM F 2034, Type I, linoleum consisting of a minimum of 25 percent rapidly renewable raw material.
- B. Durable and Low Maintenance Flooring: Provide linoleum flooring that is impermeable to moisture and air.
- C. Warranty: Provide linoleum flooring with a 15 year, non-prorated lifetime warranty.
- D. Manufacturers:
  - 1. Forbo Flooring, Inc.
  - 2. Or Equal

- E. Linoleum Sheet Flooring: Solidified mixture of linoleum cement binder and ground cork, wood flour, mineral fillers, and pigments bonded to a fibrous or other suitable backing so that backing is partially embedded in mixture. Patterns and colors extending through entire wear-layer thickness. Provide linoleum sheet in color and pattern selected by the Architect and as follows:
  - 1. Basis of Design: Marmoleum Sheet as manufactured by Forbo Flooring, Inc., Hazelton, PA 18202
- F. Thickness: 2.5 mm
- G. Sheet width: 79 inches (2 meters)
- H. Backing: Jute
- I. Seaming Method: Per manufacturers recommendations.
- J. Colors: As selected by Architect from manufacturers full range.
  - 1. Patterns: Provide up to five colors per room, in proportions as required to produce custom, random, and curvilinear patterns from artwork to be supplied by Architect.
  - 2. Refer to drawings for colors and patterns.

### 2.3 RESILIENT TILE "FLOCKED" FLOOR COVERING

- A. Description: Flocked textile floor covering has 100% nylon type wear layer with an intermediate fiberglass layer and a recycled vinyl cushioned base.
- B. Warranty: Provide flocked tile flooring with a 15 year, non-prorated lifetime warranty
- C. Manufacturers:
  - 1. Flotex Tile by Forbo Flooring
  - 2. Or Equal
- D. Basis of Design: Flotex Tile as manufactured by Forbo Flooring, Inc., Hazelton, PA 18202
- E. Thickness: 5.3 mm
- F. Tile Size: 20" x 20" (50cm x 50cm)
- G. Backing: Recycled Vinyl Cushioned Backing
- H. Style and Colors: As selected by Architect from manufacturer's full range.
  - 1. Patterns: Provide up to five colors per room, in proportions as required to produce custom, random, and curvilinear patterns from artwork to be supplied by Architect.
  - 2. Refer to drawings for colors and patterns.
  - 3. Curvilinear patterns to be waterjet cut per manufacturers recommendations.

### 2.4 RESILIENT WALL BASE

- A. Wall Base: ASTM F 1861.
  - 1. Armstrong World Industries, Inc.
  - 2. Burke Flooring Products.

3. Johnsonite, a division of Tarkett.
  4. Roppe Corporation.
- B. Style and Colors: Series 700 by Roppe, colors as selected by the Architect from manufacturers full range.
  - C. Type (Material Requirement): TS (rubber, vulcanized thermoset) or TP (rubber, thermoplastic).
  - D. Shape: Coved at carpet and coved at resilient flooring.
  - E. Minimum Thickness: 0.125 inch.
  - F. Height: 6 inches.
  - G. Lengths: Cut lengths 48 inches long or coils in manufacturer's standard length.
  - H. Outside Corners: Premolded.
  - I. Inside Corners: Premolded.
  - J. Surface: Smooth.
  - K. Warranty: provide 2 year manufactures limited warranty.

## 2.5 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, Portland cement based or blended hydraulic cement based formulation provided or approved by resilient product manufacturer for applications indicated. Provide an average of 1/8" thick leveling patching compound on all new and existing slab surfaces to receive resilient flooring.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.
  1. Use adhesives certified as low-emitting materials in accordance with either the Scientific Certification System's Indoor Advantage Gold program, Scientific Certification System's FloorScore program, or GreenGuard's Children and Schools program.
    - a. Following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
      - 1) VCT and Asphalt Tile Adhesives: 50 g/L.
      - 2) Cove Base Adhesives: 50 g/L.
      - 3) Rubber Floor Adhesives: 60 g/L.
  2. Provide adhesive that is acceptable to the flooring manufacturer and is rated for use on concrete slabs.
    - a. Basis of Design for Sheet and Tile Linoleum: Forbo Sustain 1195
      - 1) Performance: Adhesive shall be formulated for application on concrete with up to 95% RH and pH of 11.

- b. Basis of Design for Flocked Resilient Tile: Forbo FRT 950
- C. Seamless-Installation Accessories (if required):
  - 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
    - a. Color: Match floor covering.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for installation tolerances, moisture content, and other conditions affecting performance.
  - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
  - 2. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written recommendations to ensure adhesion of resilient products.
- B. Concrete Substrates: Prepare according to ASTM F 710.
  - 1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
  - 2. Alkalinity and Adhesion Testing: Perform tests recommended by flooring manufacturer. Proceed with installation only after substrate alkalinity falls within a range on pH scale not less than 5 or more than 9 pH, or as otherwise required in writing by manufacturer of flooring.
  - 3. Moisture Vapor Emission Testing:
    - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. in 24 hours, or as otherwise required in writing by manufacturer of flooring.
  - 4. Relative Humidity Testing:
    - a. Perform relative humidity test, ASTM F 2170. Proceed with installation only after substrates have a maximum relative humidity level of 75 percent, or as otherwise required in writing by manufacturer of flooring.
  - 5. Perform tests indicated above and as recommended by flooring manufacturer. Proceed with installation only after substrates pass testing.
- C. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.

- D. Use trowelable leveling and patching compound to fill cracks, holes, and depressions in substrates.
- E. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.
  - 1. Do not install resilient products until they are same temperature as space where they are to be installed.
- F. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, and dust. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.3 SHEET INSTALLATION

- A. Comply with manufacturer's written instructions for installing floor coverings.
- B. Unroll floor coverings and allow them to stabilize before cutting and fitting.
- C. Lay out floor coverings as follows:
  - 1. Maintain uniformity of floor covering direction.
  - 2. Minimize number of seams; place seams in inconspicuous and low-traffic areas, at least 6 inches away from parallel joints in floor covering substrates.
  - 3. Match edges of floor coverings for color shading at seams.
  - 4. Avoid cross seams.
- D. Scribe and cut floor coverings to butt neatly and tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, and door frames.
- E. Extend floor coverings into toe spaces, door reveals, closets, and similar openings.
- F. Maintain reference markers, holes, or openings that are in place or marked for future cutting by repeating on floor coverings as marked on substrates. Use chalk or other nonpermanent marking device.
- G. Install floor coverings on covers for telephone and electrical ducts and similar items in installation areas. Maintain overall continuity of color and pattern between pieces of floor coverings installed on covers and adjoining floor covering. Tightly adhere floor covering edges to substrates that abut covers and to cover perimeters.
- H. Adhere floor coverings to substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
- I. Seamless Installation:
  - 1. Per manufacturers recommendations.
- J. Integral-Flash-Cove Base: Cove floor coverings up vertical surfaces as indicated on Drawings. Support floor coverings at horizontal and vertical junction by cove strip. Butt at top against cap strip.

### 3.4 TILE INSTALLATION

- A. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half tile at perimeter.
  - 1. Lay tiles in pattern indicated.
- B. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as manufactured and packaged, if so numbered. Discard broken, cracked, chipped, or deformed tiles.
- C. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures including built-in furniture, cabinets, pipes, outlets, edgings, doorframes, thresholds, and nosings.
- D. Extend tiles into toe spaces, door reveals, closets, and similar openings.
- E. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on floor tiles as marked on substrates. Use chalk or other nonpermanent, nonstaining marking device.
- F. Install tiles on covers for telephone and electrical ducts and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of tile installed on covers. Tightly adhere tile edges to substrates that abut covers and to cover perimeters.
- G. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to produce a completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.

### 3.5 RESILIENT WALL BASE INSTALLATION

- A. Apply wall base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- B. Install wall base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.
- C. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- D. Do not stretch wall base during installation.
- E. On masonry surfaces or other similar irregular substrates, fill voids along top edge of wall base with manufacturer's recommended adhesive filler material.
- F. Premolded Corners: Install premolded corners before installing straight pieces.

### 3.6 RESILIENT ACCESSORY INSTALLATION

- A. Resilient Stair Accessories:
  - 1. Use stair-tread-nose filler to fill nosing substrates that do not conform to tread contours.
  - 2. Tightly adhere to substrates throughout length of each piece.

3. For treads installed as separate, equal-length units, install to produce a flush joint between units.

B. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of floor coverings that would otherwise be exposed.

### 3.7 CLEANING AND PROTECTION

A. Perform the following operations immediately after completing resilient product installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

a. Do not wash surfaces until after time period recommended by manufacturer.

B. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period. Use protection methods recommended in writing by manufacturer.

1. Apply protective floor polish to horizontal surfaces that are free from soil, visible adhesive, and surface blemishes if recommended in writing by manufacturer.

a. Coordinate selection of floor polish with the Owner's maintenance service.

2. Cover products installed on horizontal surfaces with undyed, untreated building paper until Substantial Completion.

3. Do not move heavy and sharp objects directly over surfaces. Place hardboard or plywood panels over flooring and under objects while they are being moved. Slide or roll objects over panels without moving panels.

END OF SECTION

SECTION 099000

PAINTING AND COATING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
  - 1. Field painting of existing interior items and surfaces, including but not limited to all walls, trim, doors, door frames, and storefronts throughout the all areas shown in the third and fourth floors of the student union finish plans.
  - 2. Surface preparation for painting including scuffing of all surfaces to prepare for primer.
- B. Sustainable Design Intent: Comply with project requirements intended to achieve sustainable design, measured and documented according to the LEED Green Building Rating System, of the US Green Building Council. Refer to Section 018110, SUSTAINABLE DESIGN REQUIREMENTS for certification level and certification requirements.
- C. Related Work: The following items are not included in this Section and are specified under the designated Sections:
  - 1. Section 064020 - INTERIOR ARCHITECTURAL WOODWORK for shop priming interior architectural woodwork.
  - 2. Section 081110 - HOLLOW METAL DOORS AND FRAMES for factory priming steel doors and frames.
  - 3. Section 081400 - FLUSH WOOD DOORS for factory finishing.
  - 4. Section 092110 - GYPSUM BOARD ASSEMBLIES for surface preparation of gypsum board.

1.3 DEFINITIONS AND EXTENT

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.

3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.
- B. This Section includes surface preparation and field painting of exposed exterior and interior items and surfaces.
1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- C. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.
1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.
- D. Do not paint prefinished items, concealed surfaces, operating parts, and labels.
1. Prefinished items include the following factory-finished components:
    - a. Acoustical wall panels.
    - b. Metal toilet enclosures.
    - c. Metal lockers.
    - d. Kitchen appliances.
    - e. Elevator entrance doors and frames.
    - f. Elevator equipment.
    - g. Finished mechanical and electrical equipment.
    - h. Light fixtures.
  2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
    - a. Foundation spaces.
    - b. Furred areas.
    - c. Ceiling plenums.
    - d. Utility tunnels.
    - e. Pipe spaces.
    - f. Duct shafts.
    - g. Elevator shafts.
  3. Operating parts include moving parts of operating equipment and the following:
    - a. Valve and damper operators.
    - b. Linkages.
    - c. Sensing devices.

- d. Motor and fan shafts.
  - 4. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- 1.4 SUBMITTALS
- A. Product Data: For each paint system indicated. Include block fillers and primers.
    - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
      - a. Disclose material ingredients by name and Chemical Abstract Service (CAS) Registry Number.
    - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
  - B. LEED Submittals:
    - 1. For Credit IEQ 4.2: Manufacturers' product data for paints and coatings, including printed statement of VOC content.
  - C. Samples for Verification: For each color and material to be applied, with texture to simulate actual conditions, on representative Samples of the actual substrate.
    - 1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Resubmit until required sheen, color, and texture are achieved.
    - 2. Provide a list of materials and applications for each coat of each Sample. Label each Sample for location and application.
    - 3. Submit two eight inch by 12 inch Samples for each type of finish coating for Architect's review of color and texture only.
  - D. Qualification Data: For Applicator.
- 1.5 QUALITY ASSURANCE
- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
  - B. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.
  - C. Mockups: Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5. Duplicate finish of approved sample Submittals.

1. Architect will select one room or surface to represent surfaces and conditions for application of each type of coating and substrate.
  - a. Wall Surfaces: Provide samples on at least 100 sq. ft.
  - b. Small Areas and Items: Architect will designate items or areas required.
2. Apply benchmark samples, according to requirements for the completed Work, after permanent lighting and other environmental services have been activated. Provide required sheen, color, and texture on each surface.
  - a. After finishes are accepted, Architect will use the room or surface to evaluate coating systems of a similar nature.
3. Final approval of colors will be from benchmark samples.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
  1. Product name or title of material.
  2. Product description (generic classification or binder type).
  3. Manufacturer's stock number and date of manufacture.
  4. Contents by volume, for pigment and vehicle constituents.
  5. Thinning instructions.
  6. Application instructions.
  7. Color name and number.
  8. VOC content.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
  1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.

#### 1.7 PROJECT CONDITIONS

- A. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- B. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- C. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
  1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work are listed in the Finish Schedule at the end of this Section.

### 2.2 PAINT MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.

- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.

- C. Colors: to be selected by Owner prior to start of construction, owner may choose up to 10 colors.

- D. VOC Content for Interior Paints and Coatings: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements for paint application.

1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
  2. Start of painting will be construed as Applicator's acceptance of surfaces and conditions within a particular area.
- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.

### 3.2 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- C. Surface Preparation: Scruff surface of all walls to remove sheen. Clean and prepare surfaces to be painted according to manufacturer's written instructions and technical bulletins for each particular substrate condition and as specified.
1. Provide barrier coats over incompatible primers or remove and reprime.
  2. Cementitious Materials: Scruff surface of all walls to remove sheen. Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
    - a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
    - b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.
    - c. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting.
  3. Wood: Scruff surface of all walls to remove sheen. Clean surfaces of dirt, oil, and other

foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.

- a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
  - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
  - c. If transparent finish is required, backprime with spar varnish.
  - d. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
  - e. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
4. Ferrous Metals: Scruff surface of all walls to remove sheen. Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
- a. Exterior Exposed Steel: Clean steel surfaces in accordance with SSPC-SP 6/NACE No. 3 Commercial Blast Cleaning. Abrasive blast cleaned surfaces shall exhibit a uniform, angular profile of 1.5-3.0 mils. Prime cleaned surfaces within 8 hours and prior to surface rusting.
  - b. Interior Exposed Steel, in Humid Environments: Clean steel surfaces in accordance with SSPC-SP 6/NACE No. 3 Commercial Blast Cleaning. Abrasive blast cleaned surfaces shall exhibit a uniform, angular profile of 1.5-3.0 mils. Prime cleaned surfaces within 8 hours and prior to surface rusting.
  - c. Interior Exposed Steel, in Dry Environments: Clean steel surfaces in accordance with SSPC-SP2 or SP3 Hand or Power Tool Cleaning.
5. Galvanized Surfaces: Clean galvanized surfaces in accordance with SSPC-SP16 Brush off Blast Cleaning of Galvanized Steel and NonFerrous Metals, to achieve a minimum 1 mil anchor profile.
- D. Material Preparation: Scruff surface of all walls to remove sheen. Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
  2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
  3. Use only thinners approved by paint manufacturer and only within recommended limits.
- E. Tinting: Tint each undercoat a lighter shade to simplify identification of each coat when multiple coats of same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

### 3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
  2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
  3. Provide finish coats that are compatible with primers used.
  4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
  5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
  7. Paint backsides of access panels and removable or hinged covers to match exposed surfaces.
  8. Finish exterior doors and doors in wet areas on tops, bottoms, and side edges the same as exterior faces.
  9. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
  2. Omit primer over metal surfaces that have been shop primed and touchup painted.
  3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
  4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
  2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.

3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- F. Mechanical items to be painted include, but are not limited to, the following:
  1. Uninsulated metal piping.
  2. Uninsulated plastic piping.
  3. Pipe hangers and supports.
  4. Tanks that do not have factory-applied final finishes.
  5. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
  6. Duct, equipment, and pipe insulation having "all-service jacket" or other paintable jacket material.
  7. Mechanical equipment that is indicated to have a factory-primed finish for field painting.
- G. Electrical items to be painted include, but are not limited to, the following:
  1. Switchgear.
  2. Panelboards.
  3. Electrical equipment that is indicated to have a factory-primed finish for field painting.
- H. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- I. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- J. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- K. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
  1. Provide satin finish for final coats.
- L. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

### 3.4 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary during the period when paint is being applied:
  - 1. The Owner will engage a qualified independent testing agency to sample paint material being used. Samples of material delivered to Project will be taken, identified, sealed, and certified in the presence of Contractor.
  - 2. Testing agency will perform appropriate tests for the following characteristics as required by the Architect.
  - 3. The Architect may direct Contractor to stop painting if test results show material being used does not comply with specified requirements. Contractor shall remove noncomplying paint from Project site, pay for testing, and repaint surfaces previously coated with the noncomplying paint. If necessary, Contractor may be required to remove noncomplying paint from previously painted surfaces if, on repainting with specified paint, the two coatings are incompatible.

### 3.5 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
  - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

### 3.6 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
  - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

### 3.7 PAINT SCHEDULE

- A. Schedule: Painting colors to be provided before start of construction, paint all walls, doors, Door Frames, Window frames, Trim, Accent walls, Storefronts Etc. in noted areas on plans. Provide products and number of coats specified. Use of manufacturer's proprietary product names to designate colors, materials, generic class, standard of quality and performance criteria and is not intended to imply that products named are required to be used to the exclusion of equivalent performing products of other manufacturers.
- B. Interior Paint Schedule:
  - 1. Interior Gypsum Wallboard, Latex Paint Finish:

- a. One Coat, Primer:
    - 1) S-W Extreme Bond Interior/Exterior Bonding Primer
    - 2) Moore STIX WB Bonding Primer
    - 3) California Paint Grip Coat WB Bonding Primer
  - b. And Three Coats, Eggshell Finish: At walls, doors, door frames, trim, and elsewhere as indicated.
    - 1) S-W ProMar 200 Zero-VOC Latex Low Gloss Eggshell.
    - 2) Moore Eco Spec WB Interior Latex Eggshell 374.
    - 3) California Paint Envirotech Zero VOC Eggshell 631.
2. Interior Gypsum Wallboard, High Performance Paint Finish for Burgundy Trim Accents, Horizontal Reveal to Ceiling:
- a. Primer and Six Coats:
    - 1) S-W ProMar 200 Zero-VOC Latex Low Gloss Eggshell.
    - 2) Moore Eco Spec WB Interior Latex Eggshell 374.
    - 3) California Paint Envirotech Zero VOC Eggshell 631.
3. Interior Concrete Masonry Units in Dry Areas, Latex Paint Finish:
- a. One Coat, Primer:
    - 1) S-W Extreme Bond Interior/Exterior Bonding Primer
    - 2) Moore STIX WB Bonding Primer
    - 3) California Paint Grip Coat WB Bonding Primer
  - b. And Three Coats, Eggshell Finish: At walls, doors, door frames, trim, and elsewhere as indicated.
    - 1) S-W ProMar 200 Zero-VOC Latex Low Gloss Eggshell.
    - 2) Moore Eco Spec WB Interior Latex Eggshell 374.
    - 3) California Paint Envirotech Zero VOC Eggshell 631.
4. Interior Metals, Alkyd Urethane Enamel Painted Finish:
- a. One Coat, Primer:
    - 1) S-W Extreme Bond Interior/Exterior Bonding Primer
    - 2) Moore STIX WB Bonding Primer
    - 3) California Paint Grip Coat WB Bonding Primer
  - b. And Three Coats, Eggshell Finish: storefront frames, and door frames, and elsewhere as required.

- 1) S-W Pro Industrial WaterBased Alkyd Urethane Enamel Semi-Gloss EW
  - 2) Moore Corotech Alkyd Urethane Enamel Semi-Gloss
  - 3) California Paint Nextech 2 Waterborne Alkyd Interior Paint
5. Interior Wood Wallboard, Alkyd Urethane Enamel Painted Finish:
- a. One Coat, Primer:
    - 1) S-W Extreme Bond Interior/Exterior Bonding Primer
    - 2) Moore STIX WB Bonding Primer
    - 3) California Paint Grip Coat WB Bonding Primer
  - b. And Three Coats, Eggshell Finish: At walls, doors, door frames, trim, and elsewhere as indicated.
    - 1) S-W Pro Industrial WaterBased Alkyd Urethane Enamel Semi-Gloss EW
    - 2) Moore Corotech Alkyd Urethane Enamel Semi-Gloss
    - 3) California Paint Nextech 2 Waterborne Alkyd Interior Paint
6. Mechanical and Electrical Work: Paint all exposed items throughout the project except factory finished items with factory-applied baked enamel finishes which occur in mechanical rooms or areas, and excepting chrome or nickel plating, stainless steel, and aluminum other than mill finished. Paint all exposed ductwork and inner portion of all ductwork. Same as specified for other interior metals, hereinabove.

END OF SECTION