

PROJECT MANUAL

**University of Rhode Island
Garrahy, Wiley, Eddy Halls
Resident Hall Door and Lock Replacement**

**University of Rhode Island
Kingston Campus
Kingston, Rhode Island**

February 18, 2014
Revised March 17, 2014
Revised February 28, 2015

Tecton Project Number: URI-17-IN
URI Project Number: KC.R.MISC.2014.001

Owner: State of Rhode Island Board of Education, University of Rhode Island, and State of Rhode Island

In care of: Office of Capital Projects
University of Rhode Island
Office of Capital Projects, URI
Sherman Building, 523 Plains Road, Kingston, RI 02881
Attn: Mr. Paul DePace, 401-874-2725

Design Agent: Tecton Architects |pc
17 Railroad Avenue
Westerly, RI 02891

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

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Not included in specification

END OF DOCUMENT

DOCUMENT 000115 - LIST OF DRAWINGS

Dwg. No.	Drawing Title	Date
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GENERAL		
G0.0	COVER SHEET	
G1.2	GENERAL NOTES, ABBREVIATIONS, & SYMBOLS	

GARRAHY HALL

G0.0	COVER SHEET	February 18, 2014, Rev. March 17, 2014
GA-A2.100	BASEMENT PLAN	
GA-A2.101	1 ST FLOOR PLAN	
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WI-A2.100	1 ST FLOOR PLAN	
WI-A2.101	2 ND FLOOR PLAN	
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G0.0	COVER SHEET	February 18, 2014, Rev. March 17, 2014
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ED-A2.104	4 TH FLOOR PLAN	
ED-A2.105	5 TH FLOOR PLAN	
ED-A8.101	DOOR SCHEDULE	

END OF DOCUMENT

DOCUMENT 00 4500 - BIDDER'S QUALIFICATION FORM

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

When a pre-award meeting is scheduled, the apparent low bidder may be asked to submit this form. Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00 4500 may disqualify that bidder from further consideration as a bidder on this Project.

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

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

SUBMITTED BY:

NAME: Corporation

ADDRESS: Partnership

Individual

PRINCIPAL OFFICE: Joint Venture

Other

NAME OF PROJECT:

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

General Construction

HVAC

Plumbing

Electrical

Other(please specify)

1. ORGANIZATION

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

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

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s):

Secretary's name:

Treasurer's name:

If your organization is a partnership, answer the following:

Date of organization:

Type of partnership(if applicable):

Name(s) of general partners:

If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

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

2. LICENSING

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

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

3. EXPERIENCE

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

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

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

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

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

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

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

State total worth of work in progress and under contract.

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

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

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

4. REFERENCES

Trade References:

Bank References:

Surety:

Name of bonding company:

Name and address of agent:

5. FINANCING

Financial Statement

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

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

Net fixed assets;

Other assets;

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

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement, and date thereof:

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

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

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

6. SIGNATURE

6.1 Dated at this _____ day of _____

Name of Organization: _____

By: _____

Title: _____

6.2 Mr. or Mrs. _____

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

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

Notary Public: _____ (Printed Name)

_____ (Signature)

My Commission Expires: _____

END OF DOCUMENT

DOCUMENT 00 5200 - AGREEMENT FORM

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

Between the Owner:

See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

And the Contractor:

As defined in the Purchase Order.

The Project is:

See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

The Design Agent is:

See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Date of Commencement of the Work shall be the issue date of the Purchase Order from the University of Rhode Island for this Work.

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

3.3 The Contractor shall achieve Substantial Completion of the entire Work as follows: See BID FORM for timeline dates, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.4 Liquidated Damages: As listed on the BID FORM.

ARTICLE 4 CONTRACT SUM

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

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

As per Purchase Order.

4.3 Unit prices, if any, are as follows:

As per pricing noted on Bid Form, referenced in Purchase Order.

ARTICLE 5 PAYMENTS

5.1 PROGRESS PAYMENTS

5.1.1 Based upon Applications for Payment submitted to the Design Agent by the Contractor and Certificates for Payment issued by the Design Agent, the Owner shall make progress payments on account of the Contract Sum to the Contractor as detailed in the General Conditions as amended, in Sections 01 2000 and 01 2010 of the Specifications, and elsewhere in the Contract Documents.

5.2 FINAL PAYMENT

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

5.2.1.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of SECTION 00 7000-GENERAL CONDITIONS, and to satisfy other requirements, if any, which extend beyond final payment; and

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

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

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner of the Contractor as provided in Article 14 of SECTION 00 7000-GENERAL CONDITIONS.

6.2 The Work may be suspended by the Owner as provided in Article 14 of SECTION 00 7000-GENERAL CONDITIONS.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of SECTION 00 7000-GENERAL CONDITIONS another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

- 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due as proscribed by the State of Rhode Island Prompt Payment Act.
- 7.3 See Section 00 7100-SUPPLEMENTAL GENERAL CONDITIONS for a listing of Owner and other defined entities.
- 7.4 The Contractor's representative is: As stated in minutes of the Pre-Award meeting.
- 7.5 In the absence of an emergency, neither the Owner's nor the Contractor's representative shall be changed without 10 days written notice to the other party.
- 7.6 If the Contractor fails to achieve Final Completion of the Project by the time established in 00 7100-SUPPLEMENTAL GENERAL CONDITIONS due to inaction or negligence on the part of the Contractor or their agents, then the Owner reserves the right to complete the Work in accordance with SECTION 00 7000-GENERAL CONDITIONS, Paragraph 4.2-Owner's Right to Carry Out the Work.

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

END OF DOCUMENT

DOCUMENT 00 6140 - WAIVER OF LIEN FORM

U. R. I. 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.

WAIVER OF LIEN FORM - Material or Labor

UNIVERSITY OF RHODE ISLAND

Construction Project Title: _____

General Contractor: _____

Subcontractor/Supplier: _____

DUNS No.: _____

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

Schedule of Values Line Item No.: _____

DESCRIPTION OF WORK Heading: _____

Total payment Received, Including Current Payment: \$ _____

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

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

Signed on this _____ day of _____, 20__.

(signature)

(firm name)

END OF DOCUMENT

DOCUMENT 00 7000 - GENERAL CONDITIONS**TABLE OF ARTICLES**

I. GENERAL PROVISIONS	8. TIME
2. OWNER	9. PAYMENTS AND COMPLETION
3. CONTRACTOR	10. PROTECTION OF PERSONS AND PROPERTY
4. ADMINISTRATION OF THE CONTRACT	11. INSURANCE AND BONDS
5. SUBCONTRACTORS	12. UNCOVERING AND CORRECTION OF WORK
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS	13. MISCELLANEOUS PROVISIONS
7. CHANGES IN THE WORK	14. TERMINATION OR SUSPENSION OF THE CONTRACT
	15. SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS**1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Purchase Order including its Terms and Conditions and referenced documents, the Agreement between Owner and Contractor (hereinafter Agreement), Conditions of the Contract (General, Supplemental and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Supplemental General Conditions and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Design Agent. Unless specifically referenced in the Purchase Order or Supplemental General Conditions, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements) .

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. Nothing in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Design Agent and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Design Agent or (4) between any persons or entities other than the Owner and Contractor. The Design Agent shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Design Agent's duties.

1.1.3 THE WORK

The term "Work" means the construction services required by the Contract Documents, including all labor necessary to produce such construction, and all materials and equipment incorporated, or to be incorporated, therein. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

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

1.1.5 THE DRAWINGS

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

1.1.6 THE SPECIFICATIONS

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

1.1.7 THE PROJECT MANUAL

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

1.1.8 ADDITIONAL DEFINITIONS

See the Supplemental General Conditions for definitions of entities to these Contract Documents, including the Owner, Purchaser, Design Agent, Consultants and their roles, and Representatives for same. The Contractor is defined in the Purchase Order issued by URI.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

1.3 CAPITALIZATION

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

1.4 INTERPRETATION

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

1.5 EXECUTION OF CONTRACT DOCUMENTS

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

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

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

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

ARTICLE 2 - OWNER

2.1 GENERAL

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

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics, and utility locations for the site of

the Project unless survey work is included in the scope of the Work. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

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

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

2.3 OWNER'S RIGHT TO STOP THE WORK

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

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Constructive Change Directive shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Agent's additional services and expenses made necessary by such default, neglect or failure.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Purchase Order for this work issued by URI and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. Any errors, inconsistencies or omissions in the Contract Documents discovered by the Contractor shall be reported promptly to the Design Agent and the Owner in writing as a request for information in such form as the Design Agent or Owner may require.

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

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Agent in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the Owner or Design Agent for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized, or in the exercise of ordinary care, reasonably should have recognized, such error, inconsistency, omission or difference and failed to report it in writing to the Design Agent and the Owner.

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

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

3.2.6 Lack of indication on the Drawings or in the Specifications of items obviously needed to properly perform the Work of the Project such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract

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

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

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" shall mean furnish and install complete, including connection, unless otherwise specified.

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

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

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

3.5 WARRANTY

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

3.6 TAXES

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

3.7 PERMITS, FEES AND NOTICES

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

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

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

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

3.8 ALLOWANCES

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

3.8.2 Unless otherwise provided in the Contract Documents:

- .1** All allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less applicable trade discounts. URI will not pay sales taxes.
- .2** All Contractor's costs for unloading and handling at the site, protection, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances.
- .3** The Contractor shall carry in the Contract Sum, but not in the Allowances, all Bond costs, permit and other fees, etc. contemplated for the amount of the Allowances.

- .4 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Clause 3.8.2.1 and (2) changes in Contractor's costs and other expenses under Clause 3.8.2.2.

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

3.8.4 See Section 01 2000 of the Specifications as amended for listing of allowances and additional requirements.

3.9 SUPERVISOR FORM

3.9.1 See Section 00 7100 for selected form of supervisor – two are provided below. Only one will be used.

3.9.2 SUPERINTENDENT

.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall be satisfactory to the Owner. So long as the superintendent remains employed by the Contractor or any related entity, the superintendent shall not be replaced without the Owner's prior written consent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

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

3.9.3 PROJECT MANAGER AND SUPERINTENDENT

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

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

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, within 20 working days of issue date of the Purchase Order, shall prepare and submit for the Owner's and Design Agent's information a Contractor's construction schedule for the Work in accordance with requirements in Section 01 3300 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at least monthly as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

3.10.2 The Contractor shall prepare and keep current, for the Design Agent's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Agent reasonable time to review submittals. See Section 01 3300 of the Specifications for additional requirements.

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

3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Agent and shall be delivered to the Design Agent for submittal to the Owner upon completion of the Work in accordance with Section 01 7800 of the Specifications.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Agent is subject to the limitations of Subparagraph 4.2.6. Informational submittals upon which the Design Agent is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Design Agent without action.

3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Agent Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Agent without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

3.13 USE OF SITE

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

3.14 CUTTING AND PATCHING

3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

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

3.14.3 See Section 01700 of the Specifications for additional requirements.

3.15 CLEANING UP

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

3.15.2 See Sections 01 5000 and 01 7800 for additional cleaning requirements.

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

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

3.18 INDEMNIFICATION

3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Design Agent, Design Agent's consultants, and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.

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

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 DESIGN AGENT

4.1.1 The Design Agent is the person lawfully licensed to practice their profession or an entity lawfully practicing their profession identified as such in the Supplemental General Conditions and is referred to throughout the Contract Documents as if singular in number. The term "Design Agent" means the Design Agent or the Design Agent's authorized representative.

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

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

4.2 DESIGN AGENT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Design Agent will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence,

from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Design Agent will advise and consult with the Owner. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

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

4.2.3 Communications Facilitating Contract Administration: Except as otherwise provided in the Contract Documents, the Owner and Contractor shall endeavor to communicate with each other through the Design Agent about matters arising out of or relating to the Contract. Communications by and with the Design Agent's consultants shall be through the Design Agent. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

4.2.4 Based on the Design Agent's evaluations of the Work as provided in Subparagraph 4.2.2 and the data comprising the Contractor's Applications for Payment, the Design Agent will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

4.2.6 The Design Agent will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Agent's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Design Agent's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Agent's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Agent, of any construction means, methods, techniques, sequences or procedures. The Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

4.2.8 The Design Agent will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor in accordance with Section 01 7800 of the Specifications, and will issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

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

4.2.10 The Design Agent will initially interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Agent's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If no agreement is made concerning the time within which interpretations required of the Design Agent shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Design Agent to furnish such interpretations until 15 days after written request is made for them.

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

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

4.3 CLAIMS AND DISPUTES

4.3.1 Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims shall be initiated by written notice and shall be expressly stated to be a claim under this Paragraph 4.3. The responsibility to substantiate Claims shall rest with the party making the Claim.

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

4.3.3 Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Design Agent will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the conditions at the site are not materially different from those indicated in the Contract Documents and do not justify changes in the terms of the Contract, the Design Agent shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such findings must be made within 21 days after the Design Agent has given notice of the finding. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree that the conditions are materially different or cannot agree on an adjustment in the Contract Sum or Contract Time, the matter shall be subject to further proceedings pursuant to Paragraph 4.4.

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

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Agent, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Agent, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3. Failure to file any such Claim in accordance with this Paragraph 4.3 shall constitute a waiver thereof. See Section 01 2000 of the Specifications for additional requirements and process instructions.

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

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

4.3.8 Injury or Damage to Person or Property: If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient time to enable the other party to investigate the matter.

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

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

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

4.4 RESOLUTION OF CLAIMS AND DISPUTES

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

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

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

4.4.4 If the Design Agent requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Design Agent when the response or supporting data will be furnished or advise the Design

Agent that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Design Agent will take one of the last four (4) numbered actions contemplated in Subparagraph 4.4.2, in writing, stating the reasons therefore.

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

4.5 MEDIATION

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

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

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

4.6 ARBITRATION

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

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

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

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

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

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

ARTICLE 5 - SUBCONTRACTORS

5.1 DEFINITIONS

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

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

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

5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable but not less than 60 calendar days after issuance of a Purchase Order or 30 calendar days prior to the start of that section of Work whichever is sooner, shall furnish in writing to the Owner through the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Design Agent will promptly reply to the Contractor in writing stating whether or not the Owner or the Design Agent, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Design Agent to reply promptly shall constitute notice of no reasonable objection.

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

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

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

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Design Agent. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Agent under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

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

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

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

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

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

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

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

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

7.2 CHANGE ORDERS

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

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

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

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1** mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2** unit prices stated in the Contract Documents or subsequently agreed upon;
- .3** cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4** as provided in Subparagraph 7.3.6.

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

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

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

- .1** costs of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom;
- .2** costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3** rental value of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4** costs of permit fees, and sales, use or similar taxes related to the Work.

7.3.7 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Design Agent will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

7.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract

Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

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

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

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

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

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

7.3.13 Subsequent to the approval of a Change Order, whether involving a change in Contract sum, Contract time, or both, no additional claim related to that matter will be considered by the Owner. A change incorporated into a Change Order is, therefore, all inclusive, and includes such factors as Project impact, schedule "ripple" effect, or other items which may pertain to such change.

7.3.14 Refer to Section 01 2000 of the Specifications for additional requirements.

7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 - TIME

8.1 DEFINITIONS

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

- 8.1.2 The date of commencement of the Work is the issuance date of the Purchase Order from URI.
- 8.1.3 The date of Substantial Completion is the date certified by the Design Agent in accordance with Paragraph 9.8.
- 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

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

8.2.2 The Contractor shall not, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

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

8.3 DELAYS AND EXTENSIONS OF TIME

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

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

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

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

9.2 SCHEDULE OF VALUES

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

9.2.2 See Section 01 2000 of the Specifications for additional requirements.

9.3 APPLICATIONS FOR PAYMENT

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

schedule of values. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 – Continuation Sheet, the Schedule of Values.

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

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

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

9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in writing in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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

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

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Design Agent will, within seven days after receipt of the Contractor's Application for Payment, either review, approve, sign, and date the original Application for Payment, and copies, and deliver them to the Owner, for such amount as the Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Design Agent's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

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

9.4.3 The issuance of a Certificate for Payment will constitute a representation by the Design Agent to the Owner, based on the Design Agent's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Agent's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Design Agent. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is

entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Agent has 1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum

9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1** defective Work not remedied;
- .2** third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3** failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5** damage to the Owner or another contractor;
- .6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7** failure to carry out the Work in accordance with the Contract Documents;
- .8** failure to maintain as current, "Record Drawings";
- .9** failure to provide filings required by Document 01 2000 in timely fashion;
- .10** failure to provide submittals in a timely fashion as may be specified in the Specifications; or
- .11** failure to meet requirements stipulated in Supplemental General Conditions.

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

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

9.6 PROGRESS PAYMENTS

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

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

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

9.6.4 Neither the Owner nor Design Agent shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.

9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 9.6.2, 9.6.3 and 9.6.4.

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

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

9.7 FAILURE OF PAYMENT

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

9.8 SUBSTANTIAL COMPLETION

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

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

9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Design Agent to determine Substantial Completion.

9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall reduce the retainage withheld, if and as provided elsewhere in the Contract Documents.

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

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 1.3.1.3 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

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

9.10 FINAL COMPLETION AND FINAL PAYMENT

9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Agent will promptly make such inspection and, when the Design Agent finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Agent will promptly issue a final Certificate for Payment stating that to the best of the Design Agent's knowledge, information and belief, and on the basis of the Design Agent's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance, less the amount of Warranty Inspection Retainage, found to be due the Contractor and noted in the final Certificate is due and payable. The Design Agent's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to Design Agent in a form and substance satisfactory to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. See Document 00710 for warranty retainage amount.

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

- .1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

10.3 HAZARDOUS MATERIALS

10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), or other state or federally regulated hazardous substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and report the condition to the Owner in writing.

10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner, and, in the event of an objection, the specific reasons therefor. If the Contractor has a reasonable objection to a person or entity proposed by the Owner and fully complies with the next preceding sentence, the Owner shall propose another to whom the Contractor has no reasonable objection. If the absence of the material or substance is verified, Work shall immediately resume without adjustment to the Contract Time or Contract Sum. If the presence of material or substance is verified, when the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional and incurred costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

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

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

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

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

10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Paragraph 4.3 and Article 7.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

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

- .1** claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2** claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3** claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4** claims for damages insured by usual personal injury liability coverage;
- .5** claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6** claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7** claims for bodily injury or property damage arising out of completed operations; and
- .8** claims involving contractual liability insurance applicable to the Contractor's obligations under Paragraph 3.18
- .9** liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1.** Premises Operation (including X, C. and U coverages as applicable).
 - 2.** Independent Contractor's Protective.
 - 3.** Products and completed Operations.
 - 4.** Personal Injury Liability with Employment Exclusion deleted.
 - 5.** Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - 6.** Owner, non-owned and hired motor vehicles.
 - 7.** Broad Form Property Damage, including Completed Operations.
- .10** If the general liability coverages are provided by a General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy, or applicable extended reporting period shall be a minimum of five (5) years after completion of construction.

11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

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

1. Workers' Compensation:
 - a. State - Statutory;
 - b. Employer's Liability - \$100,000.
2. Comprehensive General Liability (including Premises/Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
 - b. Property Damage: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
 - c. Products and Completed Operations to be Maintained for five (5) Years After completion of construction.
 - d. Property Damage Liability Insurance to Provide X, C. or U Coverage as Applicable.
3. Contractual Liability:
 - a. Bodily in jury: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
4. Personal Injury. with Employment Exclusion Deleted:
 - a. \$1,000,000 - Annual Aggregate.
5. Comprehensive Automobile Liability:
 - a. Bodily Injury: \$500,000 - Each person;
\$1,000,000 - Each Occurrence.
 - b. Property Damage: \$500,000 - Each Occurrence.

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

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

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Paragraph 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Paragraph 11.3 to be covered, whichever is later. This insurance shall include interests of the

Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project. The form of policy for this coverage shall be Completed Value. If the Owner is damaged by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributed thereto.

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

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

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

11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Subparagraph 11.3.4 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

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

11.3.4 Waivers of Subrogation: The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Design Agent, Design Agent's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor as fiduciary. The Owner or Contractor, as appropriate, shall require of the Design Agent, Design Agent's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.3.5 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Subparagraph 11.3.7. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

11.3.6 If required in writing by a party in interest, the Contractor as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or in accordance with an arbitration

award in which case the procedure shall be as provided in Paragraph 4.6. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent of the Contract sum.

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

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

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

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

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

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

12.2 CORRECTION OF WORK

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work

is found to be not in accordance with the requirements of the Contract Documents, the Contractor at Contractor's expense shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written express acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If any of the Work is found to be not in accordance with the requirements of the Contract Documents during the one-year period for correction of Work, and the Owner fails to promptly thereafter notify the Contractor and give the Contractor an opportunity to make correction, the Owner waives the right to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Paragraph 2.4.

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

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

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

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

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

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

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

13.2 SUCCESSORS AND ASSIGNS

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

13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

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

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

13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

13.6 INTEREST

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

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

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

13.8 EQUAL OPPORTUNITY

13.8.1. The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual persuasion, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, sexual persuasion, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual persuasion, or national origin.

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

13.9 PREVAILING WAGE SCALES ON PUBLIC WORKS PROJECTS

13.9.1 In accordance with Chapter 290 of the General Laws of the State of Rhode Island, 1938 as amended, the Department of Labor determined the customary and prevailing rate of wages paid to craftspersons, teamsters, and laborers in the constructing of public works by the State, and by cities and towns, and by persons contracting therewith for such construction. Violators are subject to fines for each offense

13.9.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island

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

13.9.3 Bulletin No. 3 State Labor Laws, issued by the State of Rhode Island Department of Labor, pertaining to Public Works Projects (General laws of Rhode Island, Revision of 1956, Chapter 37-12 as amended. and Chapter 77, Public Laws of 1965) are hereby made a part of this Project. These Laws include, but are not limited to:

- .1 weekly payment of employees;
- .2 provisions applicable to public works contracts;
- .3 payment of prevailing wages;
- .4 posting of prevailing wage rates;
- .5 overtime compensation; and
- .6 apprenticeship programs.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

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

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped.

14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Paragraph 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

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

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

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

- jurisdiction; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1 take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor an accounting of the costs incurred by the Owner in finishing the Work.

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

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

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

14.3.2 The Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

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

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed in accordance with the Contract Documents, and costs incurred by reason of such termination, along with reasonable overhead and profit thereon.

14.4.4 Upon a determination by a court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 14.2 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to Paragraph 14.4, and the provisions of Subparagraph 14.4.3 shall apply.

ARTICLE 15 – SUPPLEMENTAL GENERAL CONDITIONS

14.1 AMENDED TERMS OF THESE CONDITIONS

14.1.1 The following Document 00 7100 – Supplemental General Conditions amends this section as necessary for specific project requirements and provides additional project information referenced in these General Conditions. It also includes by reference various other documents that apply to the work of this Contract.

END OF DOCUMENT

DOCUMENT 00 7100 – SUPPLEMENTAL GENERAL CONDITIONS

TABLE OF ARTICLES

1. DEFINITION OF ENTITIES
2. TIME OF COMPLETION
3. ADDITIONAL CONTRACT DOCUMENTS
4. BONDING REQUIREMENTS
5. PROJECT MANAGER FORM
6. OTHER REQUIREMENTS

ARTICLE 1 – DEFINITION OF ENTITIES

- 1.01 OWNER:** The Rhode Island Board of Education, University of Rhode Island, and the State of Rhode Island
Office of Capital Projects, URI
Sherman Building, 523 Plains Road, Kingston, RI 02881
Attn: Mr. Paul DePace, 401.874.2725
- 1.02 PURCHASER:**
University of Rhode Island, Purchasing Office
581 Plains Road, Kingston RI 02881
Attn: Ms. Tracey Angell, 401-874-2326
- 1.03 DESIGN AGENT:**
Tecton Architects | pc
17 Railroad Avenue
Westerly, RI 02891
- 1.04 CONSULTANTS:**
None
- 1.05 PROJECT:**
University of Rhode Island
Garrahy, Wiley, Eddy Resident Hall Door and Lock Replacement

ARTICLE 2 – TIME OF COMPLETION

2.01 The length of time available for construction shall be as noted on the BID FORM. The Project Time is from the date of the URI Purchase Order until Substantial Completion. This is the date to which liquidated damages apply and may only be adjusted as provided for in the Contract Documents. Contractor shall be responsible for completing the submittals required for issue of a Purchase Order in a timely manner. No extension will be granted for Purchasing delays.

ARTICLE 3 – ADDITIONAL CONTRACT DOCUMENTS

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

ARTICLE 4 – BONDING REQUIRMENTS

- 4.01** The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract.
- 4.02** The bonds shall be dated before the date of the Contract.
- 4.03** The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 5 – PROJECT MANAGER FORM

- 5.01** This project will use the Superintendent form of project management as described in paragraph 3.9.2 of the General Conditions.

ARTICLE 6 – OTHER REQUIREMENTS

- 6.01** Anywhere within the documents that references “The Rhode Island Board of Governors of Higher Education” shall be changed to “The Rhode Island Board of Education”.
- 6.02** No additional requirements.

END OF DOCUMENT

DOCUMENT 00 7200 – URI STANDARD DOCUMENTS

PART 1 – GENERAL

- 1.1 The latest version of the following documents, available on the URI Capital Projects website, will apply to all of the work of this project and are hereby incorporated by reference:

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

END OF DOCUMENT

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.01 PROJECT

- A. See Supplemental General Conditions for official Project Information.
- B. The Project consists of the construction of the following types of work:
 - 1. Replacement of locksets in Garrahy, Wiley, Eddy Halls; other work as described in the documents.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement.

1.03 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings plus as specified in Section 02 4119.
- B. Scope of alterations work is shown on drawings and/or as specified herein.
- C. Site modifications: None.
- D. Architectural modifications: None

1.04 OWNER OCCUPANCY/SCHEDULE

- A. Owner intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling. See Attachment A at the end of this section for availability and restrictions on access to spaces.
- B. Work to begin within 7 days of receipt of Purchase Order.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings. Coordinate with Attachment A following this section. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.
- B. Arrange use of site and premises to allow:
 - 1. Adjacent projects to progress as planned for the Owner.
 - 2. Use of street and adjacent properties by the Public.
 - 3. Continued operation of the facility in accordance with Attachment A.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Maintain appropriate egress for workforce and users of the facility.

2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.

D. Time Restrictions:

1. Limit conduct of especially noisy work when events are in process. Night and weekend work is allowed.

E. Utility Outages and Shutdown:

1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
2. Prevent accidental disruption of utility services to other facilities.
3. Contractor to provide written notification on Fire Sprinkler and Alarm System Impairment Notification Form following this section as Attachment B.

1.06 ITEMS TO BE SALVAGED

- A. Door hardware: Coordinate with URI Lock Shop regarding any demolished door hardware to be salvaged.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF MAIN SECTION – See Attachments A, B, and C following.

01 1010 SUMMARY – Attachment A

NOTE:

Unrestricted = Contractor to plan and schedule work and submit for review by Owner

Limited Restriction = Contractor to meet with Owner and coordinate access to these areas

Restricted = Contractor to perform work on dates provided in this document

All the buildings have limited restriction, coordinate with URI Department of Housing and Residential Life for building occupancy schedule.

END OF DOCUMENT



OFFICE OF CAPITAL PROJECTS

Sherman Building, 523 Plains Road, Kingston, RI 02881 USA p: 401.874.2725 f: 401.874.5599

Fire Sprinkler and Alarm System Impairment Notification Form

To: URI 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: _____

URI Manager of Alarms, Mike Suriani, can also be directly contacted at 401-639-2268.

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

Name: _____

Company: _____

Phone: _____

01 1030 SUMMARY - Attachment C

Abatement Plan

The asbestos abatement plan following this page has been prepared by the University's consultant and applies to the work areas of this project as noted. The following work has already been accomplished by other subcontractors:

None

The following work is to be included as part of this project and shall be included in the Base Bid price:

None

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 ALLOWANCES

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

1.03 TESTING AND INSPECTION ALLOWANCE

- A. All costs of regularly scheduled testing are included in the Base Bid. See Attachment A for allowance to cover costs of additional testing to be provided when directed by the Owner.
- B. See Section 01 4000 and its attachment for testing requirements.

1.04 SCHEDULE OF VALUES

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

1.05 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
 - 1. Prepare a draft version "pencil copy" of each application and distribute via email 5 days prior to due date for review by Design Agent and Owner's representative.
 - 2. After making agreed revisions, individually sign and notarize and emboss with notary's official seal, the original and each of the three copies. Deliver to Owner's representative 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.
 - 5. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission, prepared per Section 01 3300.
 - 1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.

- D. Include with each monthly Application for Payment, following the first application, Certified Monthly Payroll Records with proper compliance cover sheet for the previous month's pay period. Identify MBE/DBE subcontractors and hours worked in a format acceptable to URI. See Attachment A this section for current State and Federal requirements.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300.
- F. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the URI Waiver of Lien Form included in Document 00 6140 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- G. 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.
- H. In addition to the items above, include the following with the Application for Payment :
 - 1. Record Documents as specified in Section 01 7800, for review by the Owner which will be returned to the Contractor.
 - 2. Affidavits attesting to off-site stored products with insurance certificates as requested.
 - 3. Digital Photographs as specified in Section 01 3300. Include on same disc with construction schedule.
- I. Payment Period: Submit at monthly intervals unless stipulated otherwise in the Supplemental General Conditions.

1.06 WARRANTY INSPECTION RETAINAGE

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

1.07 SALES TAX EXEMPTION

- A. Owner is exempt from sales tax on products permanently incorporated in Work of the Project.
 - 1. Obtain sales tax exemption certificate number from 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.
5. Pay legally assessed penalties for improper use of exemption certificate number.

1.08 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Design Agent will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710.
- C. The Design Agent may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Design Agent, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 6000.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Design Agent.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Design Agent may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.
- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, including timeslips signed by Owner's representative, within the time limits indicated in the Conditions of the Contract. The Design Agent will determine the change

allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Only Owner-representative-signed timeslips will be considered.

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

1.09 DEFECT ASSESSMENT

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

1.10 UNIT PRICES

- A. See Attachment A.

1.11 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected in accordance with the terms of the Solicitation.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates: See Attachment A.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 2010 PRICE AND PAYMENT PROCEDURES - Attachment A

A. Allowances

1. Modifications to door frames, doors and door hardware due to unforeseen conditions	\$90,000
2. Modifications to electrical, IT, fire alarm, due to unforeseen conditions	\$10,000
3. Additional signage due to unanticipated damage to existing signage	\$20,000
4. Payment to URI student escorts for work occurring during occupancy	\$5,000
5. Total	\$125,000

B. Testing Allowance

1. None

C. Unit Prices

1. None

D. Alternates

1. None

E. Payroll Reporting

1. 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.
2. Identify Apprenticeship hours required under RIGL 37-13-3.1 for all contracts over \$1million in value.
3. A Minority Utilization Report for minority subcontractors must be included. Use the form provided as Attachment B.

F. Warranty Inspection Retainage

1. One-half of one percent of the cost of the Work will be retained from Final Payment for this purpose.

END OF ATTACHMENT

MBE Compliance Office
1 Capitol Hill, 2nd Floor
Providence, RI 02908
401-574-8670, 401-574-8387 (fax)

01 2020 PRICE AND PAYMENT PROCEDURES - Attachment B

www.mbe.ri.gov (website)

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	% Completed To Date	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 _____, 201__.

 Notary Signature

 Commission Expires

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SITE ADMINISTRATION

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

1.03 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements.
- B. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate the space requirements, supports and installation of the mechanical and electrical Work, which are indicated diagrammatically on the Drawings. Follow the routing shown for the pipes, ducts, and conduit, as closely as practicable; place runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion and for portions of the Work designated for the Owner's partial occupancy.
- E. After the Owner's occupancy of the premises, coordinate access to the site for correction of defective Work and the Work not in accordance with the Contract Documents to minimize disruption of the Owner's activities.

1.04 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. 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.

1.05 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.

1.06 PROGRESS MEETINGS

- 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.

- 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.

1.07 PREINSTALLATION MEETINGS

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

- 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 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A

A. Pre-installation Meetings

1. The following items of work will require pre-installation meetings:
 - a. Locksets installation;
 - b. Lock access control programming.

END OF ATTACHMENT

**01 3020 ADMINISTRATIVE REQUIREMENTS - Attachment B
Small Project Changes**

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Replace headings 1.01 C, D, E, and F with “C. Meetings”.
- C. Delete paragraphs 1.04, 1.05 and 1.07. Retitle 1.06 Progress Meetings to be “1.06 Meetings”. Insert the words “or other requested” after “weekly” in 1.06 A. Delete subparagraph 1.06 D. Agenda. Meeting requirements may be less formal in small projects.

END OF ATTACHMENT

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTAL PROCEDURES

- A. Master List Submittal:
 - 1. Submit a master list of the required submittals with a proposed date for each item to be submitted. See Attachment A for initial minimum list on which to base master.
 - 2. Show 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.
 - 3. Up date master list with each submission and response.
 - 4. Issue copy of master list at least monthly to the Design Agent.

- B. Transmit each submittal with a dated Design Agent-accepted transmittal form.
- C. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in each section below.
- D. Sequentially number the transmittal form. Mark revised submittals with an original number and a sequential alphabetic suffix.
- E. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
- F. 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.
- G. Schedule submittals to expedite the Project, and deliver to the Design Agent's FTP site. Coordinate the submission of related items.
- H. For each submittal, allow 15 days for review.
- I. 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.
- J. Allow space on the submittals for the Contractor's, Design Agent's, and Consultant's electronic review stamps.
- K. When revised for resubmission, identify the changes made since the previous submission.
- L. 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.
- M. Produce additional copies as required for the Record Document purposes as described in Section 01 7800.

1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after Date of Commencement for Design Agent to review. After a review, submit detailed schedules

within 15 days modified to accommodate the revisions recommended by the Design Agent and Owner.

- B. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules
- C. Submit updated schedules with each Application for Payment, identifying changes since previous version as follows:
 - 1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
 - 2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
 - 3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect including the effect of changes on the schedules of separate contractors.
- D. Submit a computer-generated horizontal bar chart with separate line for each major portion of the Work or operation, identifying the first work day of each week.
- E. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and duration.
- F. Indicate an estimated percentage of completion for each item of the Work at each submission.
- G. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner-furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Design Agent. Indicate the decision dates for selection of the finishes.
- H. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.

1.04 PROPOSED PRODUCTS LIST

- A. Within 20 days after the Date of Commencement, 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.

1.05 PRODUCT DATA

- A. Product Data: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- 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 7800.

1.06 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 7800.
- 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.
- C. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipments and appliances.

1.07 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 7800.
- 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 7800.
- 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.
- F. Include identification on each sample, with the full Project information.
- G. Submit at least the number of samples specified in the individual specification Sections; the Design Agent will retain two samples.
- H. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- I. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

1.08 TEST REPORTS

- A. Submit (1) printed and (1) electronic PDF lab reports in accordance with Section 01 4000.
- B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.09 DESIGN DATA

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

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

1.10 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.
- A. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in the individual specification Sections, submit (1) printed and (1) electronic PDF copy of instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Design Agent for delivery to the Owner in the quantities specified for Product Data.
- B. Indicate the special procedures, and the perimeter conditions requiring special attention, and the special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit (1) printed and (1) electronic PDF of reports for the Design Agent's benefit as contract administrator for the Owner.
- B. Submit the report within 30 days of observation to the Design Agent for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.13 DIGITAL PHOTOGRAPHS

- A. Submit minimum 12 digital photographs of construction progress each month on the same CD as the project schedule submittal. Include both jpg. and reduced-size pdf versions for email use.
- 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 7800 for close-out copy requirements of these files.

1.14 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.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 3310 SUBMITTAL PROCEDURES - Attachment A

A. Submittal List

1. Door Hardware;
2. Door Keying;
3. Signage;
4. Card Access System;

END OF ATTACHMENT

01 3320 SUBMITTAL PROCEDURES - Attachment B

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete headings 1.01 C, F, L, M, and N. Submittal requirements are reduced for small projects.

C. Replace subparagraph 1.02 A with the following:

“A. Submit all information listed in the Master List provided in Attachment A.”

D. Delete paragraphs 1.12 and 1.13.

END OF ATTACHMENT

SECTION 01 4000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

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

1.04 TOLERANCES

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

1.05 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.
- C. Obtain copies of the standards where required by the product specification Sections.
- D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.

- E. Neither the contractual relationships, duties, or responsibilities of the parties in the Contract, nor those of the Design Agent, shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.06 TESTING AND INSPECTION SERVICES

- A. The Contractor will submit the name of an independent firm to the Design Agent for approval by the Owner, to perform the testing and inspection services. The Contractor shall pay for all the services required in the Base Bid as described in Attachment A. Contractor shall coordinate any Owner-authorized additional testing also described in Attachment A, to be paid for from Testing Allowance.
- B. The independent firm will perform the tests, inspections and other services specified in the individual specification Sections and as required by the Design Agent or its Consultants.
 - 1. Laboratory: Authorized to operate in the location in which the Project is located.
 - 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. 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.
 4. Agency or laboratory may not assume any duties of the Contractor.
 5. Agency or laboratory has no authority to stop the Work.
- 1.08 MANUFACTURERS' FIELD SERVICES
- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- 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 3300 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

1.09 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 Design Agent and is no longer needed, remove mock-up and clear area when directed to do so.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 4010 QUALITY REQUIREMENTS – Attachment A

A. Base Bid Testing Requirements List

1. None.

B. Additional Owner-Authorized Testing Requirements List

1. None.

C. Other

1. None.

END OF ATTACHMENT

01 4020 SUBMITTAL PROCEDURES - Attachment B

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete header 1.01 G. Delete paragraph 1.09. No mock-ups required.

END OF ATTACHMENT

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- 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. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Traffic regulation.

 - 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.
 - 11. Rodent control.

 - D. Removal of utilities, facilities, and controls with reseeded and repair of grounds.

 - E. See Attachment A for any modifications.
- 1.02 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.

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft (21 watt/sq m).
- 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.

1.04 TEMPORARY HEATING

- A. Existing facilities will be occupied and heated by the University 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.

1.05 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.
- C. Maintain a maximum ambient temperature of 80 degrees F in the areas where construction is in progress, unless indicated otherwise in the specifications.

1.06 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.

1.07 TELEPHONE SERVICE

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

1.08 TEMPORARY WATER SERVICE

- 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.
- 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.

1.09 TEMPORARY SANITARY FACILITIES

- 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.

1.10 FIELD OFFICES AND SHEDS

- A. Do not use existing facilities for storage. Job meetings will be held on campus at a location to be chosen by the University.
- 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 6000. 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.

- D. Removal: At the completion of the Work remove the buildings, foundations, utility services, and debris. Restore the areas.

1.11 HOISTING

- 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.

1.12 PARKING/TRAFFIC

- A. Workers must park in lots assigned by the University 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.

1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.

- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.
- D. 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.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 PROJECT IDENTIFICATION

- A. Project Identification Sign: One painted sign, 32 sq ft area, bottom 6 feet above the ground.
 - 1. Content:
 - a. Project title, and name of the Owner as indicated on the Contract Documents.
 - b. Names and titles of the authorities.
 - c. Names and titles of the Design Agent and Consultants.
 - d. Name of the Design Agent Contractor.
 - 2. Graphic Design, Colors, and Style of Lettering: 3 colors, as designated by the Design Agent during construction.
- B. Project Informational Signs:
 - 1. Painted informational signs of same colors and lettering as the Project Identification sign, or standard products; size lettering to provide legibility at 100-foot distance.
 - 2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as the Work progress requires.
 - 3. No other signs are allowed without the Owner's permission except those required by law.
- C. Design all signs and their structures to withstand a 60-miles/hr-wind velocity.
- D. Sign Painter: Experienced as a professional sign painter for a minimum of three years.
- E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for the duration of construction.
- F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.
- G. Installation:
 - 1. Install the project identification sign within 15 days after the date of receipt of the Purchase Order from State of Rhode Island Department of Administration, Division of Purchases.
 - 2. Erect at the designated location.

3. Erect the supports and framing on a secure foundation, rigidly braced and framed to resist wind loadings.
4. Install the sign surface plumb and level, with butt joints. Anchor securely.
5. Paint exposed surfaces of the sign, supports, and framing.

H. Maintenance: Maintain the signs and supports clean, repair deterioration and damage.

I. Removal: Remove the signs, framing, supports, and foundations at the completion of the Project and restore the area.

1.15 TRAFFIC REGULATION

A. Signs, Signals, And Devices:

1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by local jurisdictions.
2. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
3. Flag person Equipment: As required by local jurisdictions.
4. Police Details: Provide all police details as required by local jurisdictions, including payment directly to officers.

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 .

1.16 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 governing authorities for public rights-of-way, or for public access to the building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.17 ENCLOSURES AND FENCING

- A. Construction: Provide 6-ft. high commercial grade chain link fence 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.
- A. Perform adjustment to the proposed layout as may be directed by the Owner.
- B. 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:
 - a. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.18 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.
- B. Entry Control: Coordinate the access of the Owner's personnel to the site in coordination with the Owner's security forces.

1.19 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 1020.

- 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 FM Global insurance underwriting standards and insurer recommendations for Hot Work, sprinkler impairment, and site maintenance.

1.20 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.

1.21 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.

1.22 EROSION AND SEDIMENT CONTROL

- 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.
- 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.

1.23 NOISE CONTROL

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

1.24 PEST CONTROL

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

1.25 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.

1.26 RODENT CONTROL

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

1.27 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- 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.
- 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 5010 TEMPORARY FACILITIES AND CONTROLS - Attachment A

1.01 SECTION INCLUDES

- A. None.

END OF ATTACHMENT

01 5020 TEMPORARY FACILITIES AND CONTROLS - Attachment B

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete all lines 1.01 A.1 thru 8 and B.1 thru 6. Delete paragraph 1.01 C.
- C. Delete 1.02 B, C, D and E. Delete 1.03 A and B. Power distribution work not required.
- D. Delete subparagraphs 1.10 C and D. No field offices temporary utilities anticipated on small projects.
- E. Delete paragraph 1.11 Hoisting.
- F. Delete subparagraphs 1.12 H and I.
- G. Delete paragraphs 1.14, 1.15, 1.16, 1.17, 1.20, 1.21, 1.22, 1.24, 1.26 and subparagraph 1.27 B, assuming that most small projects do not involve enclosure requirements or exterior/sitework changes.

END OF ATTACHMENT

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PRODUCTS

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

1.03 PRODUCT DELIVERY REQUIREMENTS

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

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.
- B. Store with seals and labels intact and legible.

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

1.05 PRODUCT OPTIONS

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

1.06 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. Substitutions may be considered after the bid only in the following circumstances:
 - 1. when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable. Provide cost change documentation.
 - 2. there is a significant cost savings offered to the Owner. Provide price comparison of both bid and offered substitution products as well as all collateral costs of the change.
 - 3. Code changes or site conditions require a different item from that bid. Submit as for 2 above.

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 6010 PRODUCT REQUIREMENTS - Attachment A

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

END OF ATTACHMENT

01 6020 PRODUCT REQUIREMENTS - Attachment B

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments are necessary in the Section due to project size. See Attachment A for project specific amendments.

END OF ATTACHMENT

SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.
- 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.

1.02 EXAMINATION

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

1.03 PREPARATION

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

1.04 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner if required by subgrade work.
- 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.

1.05 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.
- 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.
- G. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of, the University's Associate Director of Lands and Grounds.

1.06 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Existing construction, or Work of separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut masonry, concrete, and other rigid materials using masonry saw or core drill.
- F. 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.
- G. Restore Work with new Products in accordance with requirements of Contract Documents.
- H. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- J. 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.
- K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- L. Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.
- M. See General Conditions for additional requirements.

1.07 SPECIAL PROCEDURES

- A. Materials: As specified in product Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- 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. Prepare surface and remove surface finishes to provide installation of new Work and finishes.
- G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces to specified condition for each material, with a neat transition to adjacent finishes.
- J. 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.
- K. When finished surfaces are cut so 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.
- L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent for review.
- M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- N. Patch or replace portions of existing surfaces which are damaged, or showing other imperfections.
- O. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings.

1.08 STARTING AND ADJUSTING OF SYSTEMS

- 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 4000 that equipment or system has been properly installed and is functioning correctly.

1.09 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products 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. 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.
- D. 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.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.10 TESTING, ADJUSTING, AND BALANCING

- A. Submit, for the Owner's approval, the name of an independent firm to perform testing of fire 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 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- 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 7010 EXECUTION REQUIREMENTS - Attachment A

A. Daily Attendance Form

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

END OF ATTACHMENT

**01 7020 EXECUTION REQUIREMENTS - Attachment B
Small Project Changes**

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete heading 1.01C, Field Engineering and entire subsection 1.04 FIELD ENGINEERING.

END OF ATTACHMENT

DOCUMENT 01 7320– WASTE MANAGEMENT

PART 1 GENERAL

1.01 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.
- 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 3300.
- 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.
 - 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.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 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.
- 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.
- 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.

1.04 SUBMITTALS

- A. See Section 01 3300 for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.

5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 2. Submit Report on a form acceptable to Owner.
 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 1000 for list of items to be salvaged from the existing building for relocation in project or for Owner.

- B. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- D. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- E. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- 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.
- 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.

END OF SECTION

01 7330 WASTE MANAGEMENT - Attachment A

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

END OF ATTACHMENT

01 7331 WASTE MANAGEMENT - Attachment B
Small Project Changes

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete paragraphs 1.01 F and 1.04 B. Change heading at 3.02 to be "WASTE MANAGEMENT PROCEDURES. Delete paragraphs 3.02 A, B and D. No Waste Management Plan will be required.

C. Delete lines 1.04 C.4c, .4d, .5c, .5d and .6c. Required back-up is reduced.

END OF ATTACHMENT

SECTION 01 7800 - CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Quality assurance.
- C. Maintenance service.
- D. Operations and maintenance manuals.
- E. Materials and finishes manuals.
- F. Equipment and systems manuals.
- G. Spare parts and maintenance materials.
- H. Product warranties and product bonds.
- I. Project Record documents.

1.02 CLOSEOUT PROCEDURES

- A. 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.
- B. Provide submittals to Design Agent that are required by governing or other authorities, including abatement invoices correctly prepared as proscribed in the abatement plan. Failure to include correctly prepared abatement invoices will delay issuing of final payment.
- C. Provide submittals to Design Agent that are required by the governing or other authorities, including the following closeout documents:
 - 1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims
 - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens
 - 3. AIA Document G707 - Consent of Surety to Final payment
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- E. The Owner will occupy all portions of the building after Substantial Completion as specified in Section 01 1000.

1.03 QUALITY ASSURANCE

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

1.04 MAINTENANCE SERVICE

- A. Submit a contract for furnishing service and maintenance of the components indicated in the specification Sections for one year from date of Substantial Completion, or during the warranty period, whichever period of time is the longest.
- B. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component.
- D. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

1.05 OWNER'S MANUALS

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

- F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. 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.
- G. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

1.06 OPERATIONS AND MAINTENANCE MANUALS

- A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Design Agent, its Consultants, Contractor, Subcontractors, and major equipment suppliers.
 - 2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. **Part 3:** Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals of warranties and bonds.
 - 4. **Part 4:** Scan entire manual and provide 3 copies on disc in electronic PDF format.

1.07 MATERIALS AND FINISHES MANUALS

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

- E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

1.08 EQUIPMENT AND SYSTEMS MANUALS

- A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.
- B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color-coded wiring diagrams as installed.
- E. 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.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Include a servicing and lubricating schedule, and a list of lubricants required.
- H. Include the manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by the controls manufacturer.
- J. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Include control diagrams by the controls manufacturer as installed.
- L. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.
- N. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports as specified in Section 01 4000.

- P. Additional Requirements: As specified in the individual product specification Sections.

1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

- 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.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

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

1.11 PROJECT RECORD DOCUMENTS

- A. Maintain on the site one set of the following record documents; record actual revisions of the Work for all trades:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Ensure the entries are complete and accurate, enabling future reference by the Owner.
- C. Store the record documents separate from the documents used for construction.

- D. Record information concurrent with the construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
 - 1. 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.
 - 2. The placement, size, and type of any fire extinguishers.
 - 3. Measured locations of internal utilities and appurtenances concealed in the construction.
 - 4. Field changes of dimension and detail.
 - 5. Details not on the original Contract drawings.
- G. Legibly marked Specifications, and legibly marked Record Drawings and Shop Drawings shall constitute the Project Record Documents in paper form.
- H. At completion of the Work of the Contract, the Contractor shall retain competent drafting personnel to transfer the information from the Project Record Documents in paper form to editable electronic formats to create "As-Built" Documents on base files provided by the Design Agent. The record construction drawings shall be produced in both AutoCAD format plus a record PDF copy of each drawing. AutoCAD files shall include all XREF, font, image, shape, and plot files. PDF files shall be saved full sheet size. The record Project Manual shall be in Microsoft Word form plus a record PDF of the entire manual. The electronic media containing this information will constitute the Project Record Documents in digital form, sometimes referred to as the "As-Built" Documents. Acceptable media are write-protected CD-R format discs or flash drives. Submit one full size printed set of drawings and specifications on 20 lb. white bond made from the As-Built files in addition to the electronic media.
- I. Associated materials including but not limited to the following are also required to be submitted at project close-out: shop drawings and cut sheets, RFIs, correspondence and meeting minutes, LEED scorecards, construction progress photographs, DEM permits including generator permits, certificates including Final Certificate of Occupancy, boiler and elevator certificates, easement rights, National Grid Rebate Applications, test and inspection documentation including fire pump test data, asbestos abatement plans and manifests. These materials may be

submitted in either paper or PDF digital format, organized by specification number, and clearly labeled. If paper copies are submitted, each box must be clearly labeled as to specific contents.

- J. If the project required geotechnical, archeological, or other miscellaneous studies or other reports, these shall also be submitted as Record Document in either paper or digital format.
- K. Labeling: In all cases, paper or digital submissions must contain the following information: Building, project or facility name, OCP Project number, submission date, and specific content index.
- L. No review or receipt of Project Record Documents by the Design Agent or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings, or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings.
- M. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 7810 CLOSEOUT REQUIREMENTS - Attachment A

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

END OF ATTACHMENT

**01 7820 CLOSEOUT REQUIREMENTS - Attachment B
Small Project Changes**

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete subparagraph 1.02 A. Additional certification is not required.
- C. Delete lines 1.02 C.1 and 3. Only the final release of liens remains as a requirement from this paragraph.
- D. Delete paragraph 1.03. General knowledge of construction is sufficient.
- E. Delete subparagraph 1.05 E. No preliminary submittal is required.
- F. In subparagraph 1.11 F, end the first sentence after “construction”, and delete the lines 1 thru 5. Record changes to the work as clearly as possible to facilitate future work.

END OF ATTACHMENT

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of door hardware.
 - 2. Demolition and removal of wall-mounted signs.
 - 3. Removal and salvage of door hardware, as directed by URI Access Control in pre-demolition meeting.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of premises and Owner-occupancy requirements.
 - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 1 Section "Execution Requirements" for cutting and patching procedures.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain the Owner's property.
- B. Remove and Salvage: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean, and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's

property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise-control measures.
- D. Schedule of selective demolition activities indicating the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
 - 2. Coordination for shutoff, capping, and continuation of utility services.
 - 3. Use of stairs.
- E. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by selective demolition operations.
- F. Record drawings at Project closeout according to Division 1 Section "Contract Closeout."
 - 1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Engage an experienced firm that has successfully completed selective demolition Work similar to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Pre-demolition Conference: Conduct conference at Project site to comply with pre-installation conference requirements of Division 1 Section "Project Meetings."

1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of the building immediately adjacent to selective demolition area. Conduct selective demolition so that Owner's operations will not be disrupted. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner assumes no responsibility for actual condition of buildings to be selectively demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

- C. Hazardous Materials: If suspected hazardous materials are encountered during the work, do not disturb. Stop all work on the project and immediately notify the Architect.
- D. Storage or sale of removed items or materials on-site will not be permitted.

1.8 SCHEDULING

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

1.9 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. Notify warrantor before proceeding. Existing warranties include the following:
 - 1. Existing membrane roofing system.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

- A. Use repair materials identical to existing materials.
 - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
 - 2. Use materials whose installed performance equals or surpasses that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.2 UTILITY SERVICES

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

3.3 PREPARATION

- A. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- B. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
 - 1. Protect walls, ceilings, floors, and other existing finish work that are to remain and are exposed during selective demolition operations.

3.4 SELECTIVE DEMOLITION

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition work above each floor or tier before disturbing supporting members on lower levels.
 - 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. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. 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. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
 - 6. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.

3.5 PATCHING AND REPAIRS

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
 - 1. Holes in ceiling at existing partitions fastening points;
 - 2. Holes in floor if partition fastening template is different from existing partitions.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Patch, repair existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Patching Work Included: The patching and repair work of this Contract includes but is not limited to the following:
 1. All holes at old partitions fastening points, which are left exposed by new toilet partitions, or which do not allow for proper installation of new partition fasteners.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.
 1. Include cost of all transportation and disposal.
 2. Provide verification of all disposal trips.
 3. Hazardous materials are to be handled and disposed of in accordance with all State, Local, and Federal regulations.

3.7 CLEANING

- A. Sweep the building broom clean on completion of selective demolition operation.

END OF SECTION 024119

SECTION 087100 - DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Commercial door hardware for the following:
 - a. Swinging doors.
 - 2. Cylinders for doors specified in other Sections.
- B. Related Sections include the following:
 - 1. Division 28 Section "Card Access Systems" for door access control hardware.

1.3 SUBMITTALS

- A. Product Data: Include construction and installation details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Details of electrified door hardware, as applicable:
- C. Samples for Verification: For exposed door hardware of each type, in specified finish, full size. Tag with full description for coordination with the door hardware sets. Submit Samples before, or concurrent with, submission of the final door hardware sets.
 - 1. Samples will be returned to Contractor. Units that are acceptable and remain undamaged through submittal, review, and field comparison process may, after final check of operation, be incorporated into the Work, within limitations of keying requirements.
- D. Product Certificates: For electrified door hardware, signed by product manufacturer.
 - 1. Certify that door hardware approved for use on types and sizes of labeled fire doors complies with listed fire door assemblies.
- E. Qualification Data: For Architectural Hardware Consultant.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for locks, latches, and closers.

- G. Maintenance Data: For each type of door hardware to include in maintenance manuals. Include the following:
1. Final hardware schedule, as-built.
 2. Keying schedule.
 3. Product cut sheets for each item installed.
 4. Parts list and numbers for each item installed.
 5. Maintenance information for each item installed.
 6. Name, address and phone number of local representative of each item installed.
- H. Warranty: Special warranty specified in this Section.
- I. Other Action Submittals:
1. Door Hardware Sets: Prepared by or under the supervision of the Architectural Hardware Consultant, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final door hardware sets with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
 - a. Format: Use same scheduling sequence and format and use same door numbers as in the Contract Documents.
 - b. Content: Include the following information:
 - 1) Identification number, location, hand, fire rating, and material of each door and frame.
 - 2) Type, style, function, size, quantity, and finish of each door hardware item. Include description and function of each lockset and exit device.
 - 3) Complete designations of every item required for each door or opening including name and manufacturer.
 - 4) Fastenings and other pertinent information.
 - 5) Location of each door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - 6) Explanation of abbreviations, symbols, and codes contained in schedule.
 - 7) Mounting locations for door hardware.
 - 8) Door and frame sizes and materials.
 - 9) Description of each electrified door hardware function, including location, sequence of operation, and interface with other building control systems.
 - a) Sequence of Operation: Include description of component functions that occur in the following situations: authorized person wants to enter; authorized person wants to exit; unauthorized person wants to enter; unauthorized person wants to exit.
 - 10) List of related door devices specified in other Sections for each door and frame.
 - 11) Name, address and phone number of local representative of each item installed.
 - c. Submittal Sequence: Submit the final door hardware sets at earliest possible date, particularly where approval of the door hardware sets must precede fabrication of other work that is critical in Project construction schedule. Include Product Data,

Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the door hardware sets.

2. Keying Schedule: Prepared by or under the supervision of Architectural Hardware Consultant and following Keying Conference, detailing Owner's final keying instructions for locks. Include schematic keying diagram and index each key set to unique door designations.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by lock manufacturer.
 1. Installer's responsibilities include supplying and installing door hardware, and providing a qualified Architectural Hardware Consultant available during the course of the Work to consult with Contractor, Architect, and Owner about door hardware and keying.
 2. Installer shall have warehousing facilities in Project's vicinity.
 3. Scheduling Responsibility: Preparation of door hardware and keying schedules.
 4. Engineering Responsibility: Preparation of data for electrified door hardware, including Shop Drawings, based on testing and engineering analysis of manufacturer's standard units in assemblies similar to those indicated for this Project.
- B. Architectural Hardware Consultant Qualifications: A person who is currently certified by DHI as an Architectural Hardware Consultant and who is experienced in providing consulting services for door hardware installations that are comparable in material, design, and extent to that indicated for this Project.
 1. Electrified Door Hardware Consultant Qualifications: A qualified Architectural Hardware Consultant who is experienced in providing consulting services for electrified door hardware installations.
- C. Source Limitations: Obtain each type and variety of door hardware from a single manufacturer, unless otherwise indicated.
 1. Provide electrified door hardware from same manufacturer as mechanical door hardware, unless otherwise indicated. Manufacturers that perform electrical modifications and that are listed by a testing and inspecting agency acceptable to authorities having jurisdiction are acceptable.
- D. Fire-Rated Door Assemblies: Where fire-rated door assemblies are indicated, provide door hardware rated for use in assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C, unless otherwise indicated.
- E. Electrified Door Hardware: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction.
- F. Regulatory Requirements: Comply with applicable provisions in ADA-ABA Accessibility Guidelines, and ICC/ANSI A117.1 – 2003.

1. Provide operating devices that do not require tight grasping, pinching, or twisting of the wrist and that operate with a force of not more than **5 lbf**.
 2. Comply with the following maximum opening-force requirements:
 - a. Interior, Non-Fire-Rated Hinged Doors: **5 lbf** applied perpendicular to door.
 - b. Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 3. Adjust door closer sweep periods so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point **3 inches** from the latch, measured to the leading edge of the door.
- G. Keying Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." In addition to Owner, Contractor, and Architect, conference participants shall also include Installer's Architectural Hardware Consultant and representatives of the URI Access Control department. Incorporate keying conference decisions into final keying schedule after reviewing door hardware keying system including, but not limited to, the following:
1. Function of building, flow of traffic, purpose of each area, degree of security required, and plans for future expansion.
 2. Preliminary key system schematic diagram.
 3. Address for delivery of keys.
 4. Conformance to existing URI master keying system.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Inventory door hardware on receipt and provide secure lock-up for door hardware delivered to Project site.
- B. Tag each item or package separately with identification related to the final door hardware sets, and include basic installation instructions, templates, and necessary fasteners with each item or package.
 1. Each item to be individually packaged in manufacturer's original container.
- C. Deliver keys to manufacturer of key control system for subsequent delivery to Owner.

1.6 COORDINATION

- A. Templates: Distribute door hardware templates for doors, frames, and other work specified to be factory prepared for installing door hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing door hardware to comply with indicated requirements.

1.7 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of door hardware that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including excessive deflection, cracking, or breakage.
 - b. Faulty operation of operators and door hardware.
 - c. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: One year from date of Substantial Completion, except as follows:
 - a. Manual Closers: 10 years from date of Substantial Completion.
 - b. Hinges: Lifetime.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish two complete sets of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware. Furnish two extra fasteners of each type and finish installed.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in this Section, door hardware sets indicated in door and frame schedule, and door hardware sets indicated in Door Schedule.
 - 1. Door Hardware Sets: Provide quantity, item, size, finish or color indicated.
 - 2. Sequence of Operation: Provide electrified door hardware function, sequence of operation, and interface with other building control systems indicated.
- B. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 HINGES

- A. Hinges: BHMA A156.1. Provide template-produced hinges for hinges installed on hollow-metal frames.

1. **Manufacturers:** Subject to compliance with requirements, provide products by one of the following:
 - a. Hager Companies.
 - b. McKinney Products Company; an ASSA ABLOY Group company.
 - c. Stanley Commercial Hardware; Div. of The Stanley Works.
- B. Antifriction-Bearing, Full-Mortise (Butt) Hinges: BHMA A156.1, heavy weight; Grade 2, with 2 ball bearings; button tips; nonrising removable pins; and base metal as follows:
 1. Base Metal: Stainless steel.
 2. Corners: Square.
- C. Quantity: Provide the following:
 1. Three Hinges: For doors with heights **61 to 90 inches**.
- D. Fasteners: Comply with the following:
 1. Machine Screws: For metal doors and frames. Install into drilled and tapped holes.
 2. Wood Screws: For wood doors and frames.
 3. Threaded-to-the-Head Wood Screws: For fire-rated wood doors.
 4. Screws: Phillips flat-head. Finish screw heads to match surface of hinges.

2.3 MECHANICAL LOCKS AND LATCHES

- A. Lock Functions: As indicated in door hardware schedule.
- B. Lock Throw: Comply with testing requirements for length of bolts required for labeled fire doors, and as follows:
 1. Bored Locks: Minimum 1/2-inch latchbolt throw.
 2. Mortise Locks: Minimum 3/4-inch latchbolt throw.
- C. Lock Backset: 2-3/4 inches.
- D. Lock Trim:
 1. Levers: Solid brass, bronze or stainless steel; cast or forged and through-bolted with a 2-piece spindle.
 - a. Provide tactile warning at hazardous locations.
 2. Escutcheons (Roses): Wrought.
 3. Dummy Trim: Match lever lock trim and escutcheons.
 4. Lockset Designs: Provide design indicated or, if sets are provided by another manufacturer, provide designs that match those designated.

- E. Strikes: Manufacturer's standard strike with strike box for each latchbolt or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, and as follows:
1. Strikes for Mortise Locks and Latches: BHMA A156.13.
 2. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
 3. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
 4. Aluminum-Frame Strike Box: Manufacturer's special strike box fabricated for aluminum framing.
 5. Rabbet Front and Strike: Provide on locksets for rabbeted meeting stiles.

2.4 LOCK CYLINDERS

- A. Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.
1. Basis-of-Design Product: Subject to compliance with requirements, provide **Schlage Everest XS Cylinder** to comply with URI Access Control standard.
- B. Standard Lock Cylinders: BHMA A156.5; Grade 1; permanent cores that are interchangeable; face finished to match lockset.
1. Number of Pins: Six.
 2. Type: Mortise type.
- C. Permanent Cores: Manufacturer's standard; finish face to match lockset.

2.5 KEYING

- A. Keying System: Factory registered, complying with guidelines in BHMA A156.28, Appendix A. Incorporate decisions made in keying conference, and as follows:
1. Grand Master Key System: Cylinders are operated by a change key, a master key, and a grand master key.
 2. Existing System: Master key or grand master key locks to Owner's existing system.
- B. Keys: Nickel silver.
1. Quantity: Provide 2 keys total for each Master and Grand Master key. Coordinate with URI Access Control for key delivery.

2.6 STOPS AND HOLDERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide products by **IVES Hardware; an Ingersoll-Rand Company**, or comparable product by one of the following:
1. Burns Manufacturing Incorporated.
 2. Glynn-Johnson; an Ingersoll-Rand Company.

3. Hager Companies.
4. Rockwood Manufacturing Company.
5. Trimco.

B. Stops and Bumpers: BHMA A156.16, Grade 1.

C. Dome-Type Floor Stops: Polished cast brass, bronze, or aluminum, with rubber bumper; and as follows:

1. Height: Minimum **1 inch** high, for doors without threshold, **1-3/8 inches** high, for doors with threshold.

2.7 EXIT DEVICES AND AUXILIARY ITEMS

A. Exit Devices and Auxiliary Items: BHMA A156.3.

1. Basis of Design Product: Subject to compliance with requirements, provide **Von Duprin; an Ingersol-Rand Company; 98/99 Series** to comply with URI Access Control standard.

B. Panic Exit Devices: Listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for panic protection, based on testing according to UL 305.

C. Fire Exit Devices: Devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252.

D. Outside Trim: Lever with cylinder; material, design and finish to match locksets, unless otherwise indicated.

1. Provide forged or cast escutcheon plates.
2. Provide knurled outside lever where scheduled.

E. Provide the following types of exit devices as scheduled:

1. Rim Exit Devices:

- a. Type: BHMA A156.3, Type 1, rim.
- b. Actuating Bar: Push pad.
- c. Material: Brass, Bronze, Stainless steel or Aluminum.

2. Push Pad: Extend push pad a minimum of one-half of the door width. Provide flush mounted end cap with two-point attachment to the door.

3. Provide the following for each device:

- a. Nylon bearings and stainless steel springs.
- b. Security dead latching feature.
- c. Spacers as required for flush mounting of mechanism case.
- d. Glass bead kits for mounting of hardware on glass doors.

4. Provide all non-fire-rated exit devices with cylinder dogging, except at locations indicated with electric latch retraction or request-for-exit function.

2.8 SURFACE CLOSERS

- A. Surface Closers: BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. LCN Closers; an Ingersoll-Rand Company; 4000 Series.
 - b. Norton Door Controls; an ASSA ABLOY Group company; PR7500/PR7700.
 - c. SARGENT Manufacturing Company; an ASSA ABLOY Group company; 351 Series.
 - B. Surface Closer with Cover: Grade 1; Modern Type with mechanism enclosed in cover.
 1. Mounting: Parallel arm, unless otherwise indicated.
 2. Type: Regular arm, heavy-duty.
 - a. Provide delayed action closing where indicated.
 3. Backcheck: Adjustable, effective between 60 and 85 degrees of door opening.
 - a. Where indicated, closer must operate at 180 degree opening.
 4. Provide all drop plate brackets, shims and angle brackets as required to complete installation of closers on doors and frames.

2.9 METAL PROTECTIVE TRIM UNITS

- A. Metal Protective Trim Units: BHMA A156.6; fabricated from 0.050-inch- thick stainless steel; with manufacturer's standard machine or self-tapping screw fasteners.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Burns Manufacturing Incorporated.
 - b. Hager Companies.
 - c. IVES Hardware; an Ingersoll-Rand Company.
 - d. Rockwood Manufacturing Company.
 - e. Trimco.
 - B. Armor Plates: 36 inches high by door width, with allowance for frame stops.

- C. Kick Plates: 12 inches high by door width, with allowance for frame stops.
- D. Mop Plates: 6 inches high by 1 inch less than door width.

2.10 DOOR GASKETING

- A. Door Gasketing: BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Hager Companies.
 - b. National Guard Products.
 - c. Pemko Manufacturing Co.
 - d. Reese Enterprises.

2.11 OPERATING TRIM

- A. Operating Trim: BHMA A156.6; stainless steel.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Burns Manufacturing Incorporated.
 - b. Hager Companies.
 - c. IVES Hardware; an Ingersoll-Rand Company.
 - d. Rockwood Manufacturing Company.
 - e. Trimco.
- B. Flat Push Plates: 0.050 inch thick, 4 inches wide by 16 inches high; with square corners and beveled edges, secured with exposed screws.
- C. Straight Pull-Plate Door Pulls: 0.050-inch- thick plate, 4 inches wide by 16 inches high, with square corners and beveled edges; with minimum clearance of 1-1/2 inches from face of door; fastened at 8 inches o.c.
 - 1. Type: 3/4-inch constant-diameter pull.
 - 2. Mounting: Surface applied with concealed fasteners.
 - 3. Overall Pull Length: 9 inches.

2.12 ACCESSORIES FOR PAIRS OF DOORS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Hager Companies.
 2. National Guard Products.
 3. Pemko Manufacturing Co.
 4. Reese Enterprises.
- B. Coordinators: BHMA A156.3; consisting of active-leaf, hold-open lever and inactive-leaf release trigger; fabricated from steel with nylon-coated strike plates; with built-in, adjustable safety release; and with internal override.
- C. Flat Overlapping Astragals: BHMA A156.22; flat zinc-plated steel metal bar, surface mounted on face of door with screws; minimum 1/8 inch thick by 2 inches wide by full height of door.

2.13 MISCELLANEOUS DOOR HARDWARE

- A. Silencers for Metal Door Frames: Grade 1; neoprene or rubber; minimum diameter **1/2 inch**; fabricated for drilled-in application to frame.
- B. Fire-Rated Door Viewers: Solid brass with optical glass lenses; listed and labeled for use in fire-rated door assemblies; adjustable to door thickness, and permitting 1-way observation with minimum 120-degree viewing angle.

2.14 FABRICATION

- A. Manufacturer's Nameplate: Do not provide products that have manufacturer's name or trade name displayed in a visible location except in conjunction with required fire-rated labels and as otherwise approved by Architect.
1. Manufacturer's identification is permitted on rim of lock cylinders only.
- B. Base Metals: Produce door hardware units of base metal, fabricated by forming method indicated, using manufacturer's standard metal alloy, composition, temper, and hardness. Furnish metals of a quality equal to or greater than that of specified door hardware units and BHMA A156.18. Do not furnish manufacturer's standard materials or forming methods if different from specified standard.
- C. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to commercially recognized industry standards for application intended, except aluminum fasteners are not permitted. Provide Phillips flat-head screws with finished heads to match surface of door hardware, unless otherwise indicated.
1. Concealed Fasteners: For door hardware units that are exposed when door is closed, except for units already specified with concealed fasteners. Do not use through bolts for installation where bolt head or nut on opposite face is exposed unless it is the only means of securely attaching the door hardware. Where through bolts are used on hollow door and frame construction, provide sleeves for each through bolt.
 2. Steel Machine or Wood Screws: For the following fire-rated applications:
 - a. Mortise hinges to doors.

- b. Strike plates to frames.
 - c. Closers to doors and frames.
3. Steel Through Bolts: For the following fire-rated applications unless door blocking is provided:
- a. Surface hinges to doors.
 - b. Closers to doors and frames.
4. Spacers or Sex Bolts: For through bolting of hollow-metal doors.
5. Fasteners for Wood Doors: Comply with requirements in DHI WDHS.2, "Recommended Fasteners for Wood Doors."

2.15 FINISHES

- A. Standard: BHMA A156.18, as indicated in door hardware sets.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.16 ACCESS CONTROL HARDWARE FINISHES

- A. Standard: Comply with BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying temporary protective coverings before shipping.
- C. Where specified, finishes on integrated card key locksets or exit hardware to incorporate an FDA recognized antimicrobial coating (i.e., MicroShield™) listed for use on equipment as a suppressant to the growth and spread of a broad range of bacteria, algae, fungus, mold and mildew.
- D. BHMA Designations: Comply with base material and finish requirements indicated by the following:
 - 1. BHMA 626: Satin chromium plated over nickel, over brass or bronze base metal.
 - 2. BHMA 628: Satin aluminum, clear anodized, over aluminum base metal.
 - 3. BHMA 630: Satin stainless steel, over stainless-steel base metal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and frames, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Steel Doors and Frames: Comply with DHI A115 Series.
 - 1. Surface-Applied Door Hardware: Drill and tap doors and frames according to ANSI A250.6.
- B. Wood Doors: Comply with DHI A115-W Series.

3.3 INSTALLATION

- A. Mounting Heights: Mount door hardware units at heights indicated on Drawings, and in accordance with the Connecticut State Building Code, the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)", and ICC/ANSI A117.1 – 2003.
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 - 2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
- B. Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 09 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
 - 1. Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.
 - 2. Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors according to industry standards.
- C. Hinges: Install types and in quantities indicated in door hardware schedule but not fewer than the number recommended by manufacturer for application indicated or one hinge for every 30 inches of door height, whichever is more stringent.
- D. Lock Cylinders: Install construction core inserts to secure building and areas during construction period.

1. Remove construction core inserts at substantial completion for use of permanent cores as indicated in keying schedule.
- E. Boxed Power Supplies: Locate power supplies as indicated or, if not indicated, above accessible ceilings. Verify location with Architect.
 1. Configuration: Provide one power supply for each door opening.

3.4 FIELD QUALITY CONTROL

- A. Independent Architectural Hardware Consultant: Owner will engage a qualified independent Architectural Hardware Consultant to perform inspections and to prepare inspection reports.
 1. Independent Architectural Hardware Consultant will inspect door hardware and state in each report whether installed work complies with or deviates from requirements, including whether door hardware is properly installed and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.
 1. Door Closers: Unless otherwise required by authorities having jurisdiction, adjust sweep period so that, from an open position of 70 degrees, the door will take at least 3 seconds to move to a point **3 inches** from the latch, measured to the leading edge of the door.
 2. Electric Strikes: Adjust horizontal and vertical alignment of keeper to properly engage lock bolt.
- B. Occupancy Adjustment: Approximately three months after date of Substantial Completion, Installer's Architectural Hardware Consultant shall examine and readjust, including adjusting operating forces, each item of door hardware as necessary to ensure function of doors, door hardware, and electrified door hardware.

3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by door hardware installation.
- B. Clean operating items as necessary to restore proper function and finish.
- C. Provide final protection and maintain conditions that ensure that door hardware is without damage or deterioration at time of Substantial Completion.

3.7 DEMONSTRATION

- A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain door hardware and door hardware finishes. Refer to Division 01 Section "Demonstration and Training."

3.8 DOOR HARDWARE SCHEDULE

Door Hardware Set No. 1B

BEDROOM, EXISTING DOOR, NEW WiFi LOCK (CYLINDRICAL)

- | | | |
|---|-----------|--|
| 1 | CYLINDER | EVEREST XS, ALL KEYED ALIKE. |
| 3 | SILENCERS | IVES 20R, GRAY, TO BE REPLACED IF MISSING |
| 1 | DOOR STOP | IVES 436 |
| 1 | LOCKSET | SPECIFIED IN SECTION 281300: SA PASSPORT 1000 P2
CYLINDRICAL LOCK, STANDARD SERIES LEVER B. |
| 1 | STRIKE | ADDITIONAL STRIKE, BY STANLEY, MOUNTED IN EXISTING
FRAME, AS REQUIRED TO PROVIDE 1/8" MAXIMUM DISTANCE
FROM STRIKE TO EDGE OF DOOR. PROVIDE TAMPER-RESISTANT
SCREWS (2) AT EACH STRIKE. |

Door Hardware Set No. 6B

EXTERIOR, EXISTING DOOR, NEW WiFi LOCK

- | | | |
|---|-----------|--|
| 3 | SILENCERS | IVES #20R, TO BE REPLACED IF MISSING |
| 1 | CYLINDER | EVEREST XS |
| 1 | LOCKSET | SPECIFIED IN SECTION 281300: SA - PASSPORT 1000 P2
RIM PANIC DEVICE, STANDARD SERIES LEVER B PULL SIDE. |

END OF SECTION 087100

SECTION 099100 - PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes thorough surface preparation and the application of paint systems on the following substrates:
 - 1. Wall and ceiling repair associated with selective demolition.
- B. 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.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Prefinished wood doors.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.
 - c. Pipe spaces.
 - 3. Finished metal surfaces include the following:
 - a. Anodized or coated aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper and copper alloys.
 - e. Bronze and brass.
 - 4. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

D. Related Sections include the following:

1. Division 02 Section "Selective Demolition" for work associated with demolition.
2. Division 08 Section "Hollow Metal Doors and Frames" for factory priming steel doors and frames.

1.3 DEFINITIONS

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.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

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.
2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
3. Certification by the manufacturer that products supplied comply with State of Rhode Island Ozone Transportation Commission (OTC) regulations controlling use of volatile organic compounds (VOCs).

B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

C. Qualification Data: For firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. VOC content.

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. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Wall Surfaces: Provide samples of at least 100 sq. ft.
 - 2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
 - 3. Final approval of color selections will be based on benchmark samples.
 - a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 PROJECT CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.
 - 1. Quantity: Furnish an additional 1 gallon of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Benjamin Moore & Co.
 2. Glidden Professional.
 3. PPG Architectural Finishes, Inc.; Pittsburgh Paints.
 4. Sherwin-Williams Co.

2.2 PAINT, GENERAL

- A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content for Interior Paints and Coatings:
1. All products shall comply with the VOC content regulations of the Ozone Transportation Commission (OTC) effective in the State of Rhode Island. 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).
 - a. Nonflat Paints and Coatings: 150 g/L.
 - b. Nonflat High Gloss Coatings: 250 g/L.
- C. Colors: As selected by Architect from manufacturer's full range.

2.3 INTERIOR PRIMERS

- A. Interior Gypsum Board Primer: Factory-formulated latex-based primer for interior application (**100 g/L**).
1. Benjamin Moore, Ultra Spec 500 Interior Latex Primer N534: Applied at a dry film thickness of not less than 1.8 mils.
 2. Glidden Professional; PVA Interior Primer Sealer 1030-1200N: Applied at a dry film thickness of not less than 1.2 mils.
 3. Pittsburgh Paints; 6-2 Speedhide Interior Latex Sealer Quick-Drying: Applied at a dry film thickness of not less than 1.0 mil.

4. Sherwin-Williams; ProMar 200 Zero VOC Primer B28W2600: Applied at a dry film thickness of not less than 1.5 mils.
- B. Interior Wood Primer for Acrylic-Enamel Finishes: Factory-formulated acrylic-latex-based interior wood primer (**150 g/L**).
1. Benjamin Moore; Fresh Start Multi-Purpose Latex Primer N023: Applied at a dry film thickness of not less than 1.2 mils.
 2. Glidden Professional; Gripper Interior/Exterior Primer Sealer 3210: Applied at a dry film thickness of not less than 1.8 mils.
 3. Pittsburgh Paints; 6-855 Interior Latex Enamel Undercoater: Applied at a dry film thickness of not less than 1.2 mils.
 4. Sherwin-Williams; PrepRite Wall and Wood Primer B49W200 Series: Applied at a dry film thickness of not less than 1.6 mils.
- C. Interior Metal Primer: Factory-formulated metal primer (**250 g/L**).
1. Benjamin Moore; Super Spec Acrylic Metal Primer No. P04: Applied at a dry film thickness of not less than 1.7 to 2.3 mils.
 2. Glidden Professional Devoe Coatings; Devflex 4020PF Direct to Metal Primer & Flat Finish: Applied at a dry film thickness of not less than 2.2 mils.
 3. Pittsburgh Paints; 90-712 Series Pitt-Tech Interior/Exterior Primer/Finish DTM Industrial Enamel: Applied at a dry film thickness of not less than 3.0 mils.
 4. Sherwin-Williams; Pro Industrial Pro-Cryl Universal Acrylic Primer: Applied at a dry film thickness of not less than 2.0 mils.

2.4 EXTERIOR PAINTS

- A. Exterior Full-Gloss Acrylic Enamel: Factory-formulated full-gloss waterborne acrylic-latex enamel for exterior metal application.
1. Benjamin Moore; Super Spec HP DTM Acrylic Gloss Enamel, P28: Applied at a dry film thickness of not less than 1.7 to 2.3 mils.
 2. Glidden Professional Devoe Coatings; Devflex 659 High Performance Waterborne Acrylic Gloss Enamel: Applied at a dry film thickness of not less than 1.5 mils.
 3. Pittsburgh Paints; 90-374 Series Pitt-Tech Interior/Exterior High Gloss DTM Industrial Enamels: Applied at a dry film thickness of not less than 3.0 mils.
 4. Sherwin-Williams; DTM Acrylic Coating Gloss (Waterborne) B66W100 Series: Applied at a dry film thickness of not less than 2.4 mils.

2.5 INTERIOR PAINTS

- A. Interior Low-Luster Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel for walls (**150 g/L**).
1. Benjamin Moore; Super Spec Latex Eggshell Enamel C274: Applied at a dry film thickness of not less than 1.3 mils.
 2. Glidden Professional; Ultra-Hide 150 Interior Eggshell Paint 1412V: Applied at a dry film thickness of not less than 1.3 mils.

3. Pittsburgh Paints; 6-411 Series Speedhide Interior Enamel Latex Eggshell: Applied at a dry film thickness of not less than 1.5 mils.
 4. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Egg-Shell Enamel B20-2600 Series: Applied at a dry film thickness of not less than 1.6 mils.
- B. Interior Acrylic Enamel for Wood Surfaces: Factory-formulated semi-gloss acrylic latex enamel (**150 g/L**).
1. Benjamin Moore; Regal Select Semi-Gloss Finish 551: Applied at a dry film thickness of not less than 1.5 mils. (primer not required).
 2. Glidden Professional; Ultra-Hide 150 Interior Semi-Gloss Paint 1416V: Applied at a dry film thickness of not less than 1.3 mils.
 3. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Acrylic Latex: Applied at a dry film thickness of not less than 1.4 mils.
 4. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Semi-Gloss B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils.
- C. Interior Full-Gloss Acrylic Enamel for Metal Surfaces: Factory-formulated full-gloss acrylic interior enamel (**250 g/L**).
1. Benjamin Moore; Super Spec HP DTM Acrylic Gloss Enamel P28: Applied at a dry film thickness of not less than 1.7 mils.
 2. Glidden Professional Devoe Coatings; Devflex 659 Waterborne Acrylic Gloss Enamel: Applied at a dry film thickness of not less than 2.0 mils.
 3. Pittsburgh Paints; 90-374 Series Pitt-Tech Interior/Exterior High Gloss DTM Industrial Enamel: Applied at a dry film thickness of not less than 2.0 mils.
 4. Sherwin-Williams; ProClassic Interior Acrylic Gloss B21 Series: Applied at a dry film thickness of not less than 1.6 mils.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 1. Wood: 15 percent.
 2. Gypsum Board: 12 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. 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.
- E. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
 1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.
- E. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Wood Substrates:
 1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
 2. Sand surfaces that will be exposed to view, and dust off.
 3. Prime edges, ends, faces, undersides, and backsides of wood.
 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.5 EXTERIOR PAINT SCHEDULE

- A. Exterior Hollow Metal Doors and Frames: Provide the following finish systems over exterior zinc-coated metal surfaces:
 - 1. Full-Gloss Acrylic-Enamel Finish: Two finish coats over galvanized metal.
 - a. Primer: None required for DTM finish products.
 - b. Finish Coats: Exterior full-gloss acrylic enamel.

3.6 INTERIOR PAINTING SCHEDULE

- A. Gypsum Board: Provide the following finish systems over interior gypsum board surfaces:
 - 1. Low-Luster Acrylic-Enamel Finish (Walls): Two finish coats over a primer.
 - a. Primer: Interior gypsum board primer.
 - b. Finish Coats: Interior low-luster acrylic enamel.
- B. Wood: Provide the following paint finish systems over new interior wood paneling surfaces:
 - 1. Gloss Acrylic-Enamel Finish: Two finish coats over a wood primer.
 - a. Primer: Interior wood primer for acrylic-enamel finishes.
 - b. Finish Coats: Interior acrylic enamel for wood surfaces.
- C. Ferrous Metal: Provide the following finish systems over interior hollow metal doors and frames|:
 - 1. Full-Gloss Acrylic-Enamel Finish: Two finish coats.
 - a. Primer: None required for DTM products.
 - b. Finish Coats: Interior full-gloss acrylic enamel for metal surfaces.

END OF SECTION 099100

SECTION 101400 - SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor, Subcontractors, and/or suppliers providing goods or services referenced in or related to this Section shall also be bound by the Documents identified in Division 01 Section "Summary", Paragraph 1.1A, entitled "Related Documents."

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Panel signs.

1.3 DEFINITIONS

- A. Accessible: In accordance with the accessibility standard.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: Show fabrication and installation details for signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
 - 3. Provide message list, tpestyles, graphic elements, including tactile characters and Braille, and layout for each sign.
- C. Samples for Initial Selection: For each type of sign material indicated that involves color selection.
 - 1. Include representative Samples of available tpestyles and graphic symbols.
- D. Samples for Verification: For each of the following products and for the full range of color, texture, and sign material indicated, of sizes indicated:
 - 1. Panel Signs: Not less than 12 inches square.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For fabricator.

- B. Warranty: Special warranty specified in this Section.

1.6 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative of signage manufacturer.
- B. Fabricator Qualifications: Shop that employs skilled workers who custom-fabricate products similar to those required for this Project and whose products have a record of successful in-service performance.
- C. Source Limitations for Signs: Obtain each sign type indicated from one source from a single manufacturer.
- D. Handicapped Accessibility Guidelines: Comply with the handicapped accessibility requirements of the 2010 ADA Standards and ICC/ANSI A117.1 - 2003.

1.8 COORDINATION

- A. Coordinate placement of anchorage devices with templates for installing signs.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANEL SIGNS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide **ASI Sign Systems; InTouch**, or a comparable product by one of the following:
 - 1. Advance Corporation; Braille-Tac Division.
 - 2. Best Sign Systems, Inc.
 - 3. Mohawk Sign Systems, Inc.
 - 4. Southwell Co. (The)

- B. Interior Panel Signs (Plastic): Provide smooth sign panel surfaces constructed to remain flat under installed conditions within a tolerance of plus or minus 1/16 inch measured diagonally from corner to corner, complying with the following requirements:
1. Provide manufacturer's standard one-piece construction:
 - a. As indicated on drawings, deep acrylic sign back sprayed with raised white arial copy and braille. symbols white direct print with laminate.
 2. Edge Condition: Square cut.
 3. Corner Condition: Square.
 4. Mounting: Unframed.
 - a. Wall mounted with mechanical fasteners.
 5. Color: As selected by Architect from manufacturer's full range.
 6. Font: As selected by Architect from manufacturer's full range.
 7. Character proportion: Width to height ratio between 3:5 and 1:1, and a stroke-width-to-height ratio between 1:5 and 1:10.
 8. Size of characters and symbols:
 - a. Room numbers: 1-inch.
 - b. Room letters: 5/8-inch minimum.
 9. Pictograms: Accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram to be no less than 6 inches in height.
 10. Finish and Contrast: Characters, symbols and background to be matte or other non-glare finish. Characters and symbols to be in contrasting color to the background; either light characters on a dark background or dark characters on a light background.
 11. Tactile Characters: Characters and Grade 2 Braille raised 1/32 inch above surface with contrasting colors. Glue-on characters or etched backgrounds are not permitted.
 - a. Manufacturer's standard process for producing text and symbols complying with ADA-ABA Accessibility Guidelines (ADAAG), ICC/ANSI A117.1, and UFAS. Produce precisely formed characters with square-cut edges free from burrs and cut marks; Braille dots with domed or rounded shape.
 - b. Braille to be separated from corresponding raised characters or symbols by 1/2-inch.

2.2 ACCESSORIES

- A. Anchors and Inserts: Provide nonferrous-metal or hot-dip galvanized anchors and inserts for exterior installations and elsewhere as required for corrosion resistance. Use toothed steel or lead expansion-bolt devices for drilled-in-place anchors.

2.3 FABRICATION

- A. General: Provide manufacturer's standard signs of configurations indicated.

2.4 FINISHES, GENERAL

- A. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Verify that anchor inserts are correctly sized and located to accommodate signs.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Locate signs and accessories where indicated, using mounting methods of types described and complying with manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 - 3. Interior Wall Signs: Install signs on walls adjacent to latch side of door where applicable. Where not indicated or possible, such as double doors, install signs on nearest adjacent walls.
 - a. Locate top of sign edge at 60-inches above the finish floor with no tactile characters below 48" above finish floor. Locate to allow approach within 3 inches of sign without encountering protruding objects or standing within swing of door.
- B. Wall-Mounted Signs: Comply with sign manufacturer's written instructions except where more stringent requirements apply.
 - 1. Mechanical fasteners at all non-fire evacuation map signs: provide (4) non-removable 1" #6 stainless steel torx head screws with pin #T-15 heads.
 - 2. Fasteners at all fire evacuation maps: provide VHB tape at entire perimeter.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed signs and signs that do not comply with specified requirements. Replace signs with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

END OF SECTION 101400

SECTION 281300 - CARD KEY ACCESS CONTROL ENTRY SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes access control door hardware for the following:
 - 1. Online WiFi cylindrical locks.
- B. Section includes, but is not necessarily limited to, the following for the integrated access control security and site management system:
 - 1. Electrified and Integrated Access Control Card Key Door Hardware
 - 2. Monitoring and Signaling Equipment.
 - 3. System Network Control Processors.
 - 4. Reader Controller Interfaces and Modules.
 - 5. Input Monitor and Output Control Interfaces and Modules.
 - 6. IP enabled wireless integrated card reader lock.
 - 7. **Access Control System Application Software is already owned by, and installed at, URI. However, this work shall include the following:**
 - A. Software License Fees – for Wi-Fi locks, one-time license fee as required for integration with Access Control Entry System Application software.
 - B. Training.
- C. No Brand Substitution: The Persona Card Key Access Control System is the only systems specified. Brand substitutions are not allowed.
- D. **WORK NOT INCLUDED:** Remote Software Support (annual maintenance contract) – to cover software support. The University of Rhode Island will purchase this service separately from this contract.
- E. References:
 - 1. IBC 2009 - International Building Code.
 - 2. NFPA 80 (1999) - Fire Doors and Windows.
 - 3. NFPA 101 (2006) - Life Safety Code.
 - 4. UL 294 - Access Control Systems.
 - 5. UL 1076 - Proprietary Burglar Alarm Units and Systems.
- F. Products installed, but not provided under this Section include the following. Coordination to remain a requirement of this Section.
 - 1. Security or High Security keyed cylinders, including provisions for temporary construction keying, for mechanical override at access control locking hardware to be furnished under Division 8 Section "Door Hardware".

- G. Related Sections:
 - 1. 087100 Door Hardware

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.
- B. System Operational Descriptions: Complete system operational narratives for the integrated access controlled openings defining the owner's prescribed requirements for the opening functionality. Narratives include, but are not limited to, the following situations: normal secured/unsecured state of door; authorized access; authorized egress; unauthorized access; unauthorized egress; fire alarm and loss of power conditions, and interfaces with other building control systems.
- C. Shop Drawings: Details of electrified integrated locking hardware and access control firmware, indicating the following:
 - 1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication and control of the access control system electrified hardware and firmware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
 - A. Elevation diagram of each unique access controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
 - B. Complete (risers, point-to-point) access control system block wiring diagrams.
 - 2. Electrical Coordination: Coordinate with related Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.
- D. Proof of Certification: Provide copy of manufacturer(s) official certification or accreditation document indicating proof of status as a qualified and authorized provider of the primary access control components.
- E. Operating and Maintenance Manuals: Provide manufacturers operating and maintenance manuals for each item comprising the complete access control and site management installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and telephone number of the supplier/integrator providing the installation and the nearest service representatives for each item of equipment included in the system. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
 - 1. As-Built Drawings: During system installation, the Contractor to maintain a separate hard copy set of drawings, elevation diagrams, and wiring diagrams of the access control system to be used for record drawings. This set to be kept up to date by the Contractor with all changes and additions to the access control system accurately recorded.

- F. Warranties and Maintenance: Special warranties and maintenance agreements specified in this Section.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum [5] years of documented experience in providing access control and security systems equipment and software similar to that indicated for this Project and that have a proven record of successful in-service performance.
1. Software and access control systems components to have been previously and thoroughly tested together with proven installations similar in size and functionality to the design requirements indicated for this Project.
- B. Installer Qualifications: Systems Integrators, verifiably factory trained and certified by the primary product manufacturers, with a minimum 3 years documented experience installing complete integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance. Qualifications include, but are not necessarily limited, to the following:
1. References: Provide a list of references for similar projects including contact name, phone number, name and type of project.
 2. Professional Staffing: Firms to have a dedicated access control systems integration department with full time, experienced professionals on staff experienced in providing on site consulting services for both electrified door hardware and integrated access control systems installations.
 3. Factory Training: Installation and service technicians are to be competent factory trained and certified personnel capable of maintaining the system.
 4. Service Center: Firms to have a service center capable of providing training, in-stock parts, and emergency maintenance and repairs at the Project site with 24-hour/7-days a week maximum response time.
- C. Supplier Qualifications: Supplier/Dealers, verifiably authorized and in good standing with the primary product manufacturers, with a minimum 3 years experience supplying integrated access control systems similar in material, design, and scope to that indicated for this Project and whose work has resulted in construction with a proven record of successful in-service performance.
- D. PERSONA Card Key Access Control is required to be supplied and installed only through designated ASSA ABLOY "Authorized Channel Partner" (ACP) and "Certified Integrator" (CI) accounts. The following ACP's and CI's meet these qualifications and are authorized to supply and/or install the access control products specified in this section:
1. **To obtain names and phone numbers of PERSONA Authorized/Certified Integrators: Contact Door Security Solutions of New England 860-224.9234.**
 2. **ONLY AUTHORIZED DEALERS WILL BE CONSIDERED.**

- E. Source Limitations: Obtain the access control door hardware, system firmware and application software specified in this Section from a single source, qualified supplier/integrator unless otherwise indicated.]
1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 2. Provide integrated access control door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- F. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
1. Comply with NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 2. Where indicated to comply with accessibility requirements, comply with Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1.
 3. Comply with NFPA 101 "Life Safety Code" for doors in a means of egress.
 4. Comply with NFPA 80 "Fire Doors and Windows" for fire labeled opening assemblies.
 5. The installed access control system shall conform to all local jurisdiction requirements.
- G. Keying Conference: Reference Division 8 Section "Door Hardware".
- H. Pre-Submittal Conference: Conduct conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier/Dealer, Systems Integrator, and Contractor to review proper methods and procedures for receiving, handling, and installing the access control system hardware. At completion of installation, provide written documentation that components were applied to manufacturer's instructions and recommendations and according to approved schedules.
1. Inspect and discuss Division 26 electrical roughing-in and similar preparatory work performed by other trades.
 2. Review and verify sequence of operation descriptions for each unique access controlled opening.
 3. Review and finalize construction schedule and verify availability of materials.
 4. Review the required inspecting, testing, commissioning, and demonstration procedures.
- 1.5 DELIVERY, STORAGE, AND HANDLING
- A. Do not store electronic access control hardware, software or related accessories at Project site without prior authorization.
1. Access control firmware and software: Where approved and directed, inventory upon receipt and store electronic access control equipment in a secure, temperature and humidity controlled environment in original manufacturer's sealed containers.
- B. Tag each item or package separately with identification related to the final Access Control Door Schedule, and include basic installation instructions with each item or package.

- C. Deliver permanent keys, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner established at the "Pre-Submittal Conference".

1.6 COORDINATION

- A. Coordinate quantity and arrangement of assemblies with ceiling space configuration and with components occupying ceiling space, including structural members, pipes, air-distribution components, raceways, cable trays, recessed lighting fixtures, and other items.
- B. Access Control System Electrical Coordination: Coordinate the layout and installation of scheduled electrified door hardware, and related access control equipment, with required connections to source power junction boxes, power supplies, detection and monitoring hardware and fire alarm system.
 - 1. Door Hardware Interface: The card key access control system to interface and be connected to electronic door control hardware (electromechanical locks, electric strikes, magnetic locks, door position switches, other monitoring contacts, and related auxiliary control devices) as described under Division 8 "Door Hardware". Coordinate the installation and configuration of specified door hardware being monitored or controlled with the controls, software and access control hardware specified in this Section.
- C. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing electrified door hardware and access control system components. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing access control system hardware to comply with indicated requirements.
- D. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article will not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and are in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of the installed access control system hardware and software that fails in materials or workmanship, including all related parts and labor, within specified warranty period after final testing and acceptance by the Owner. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.

- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods (Electrified Access Control Door Hardware):
 - 1. Two years for Electrified, Wiegand Output, and IP-Enabled Access Control Door Hardware.

1.8 MAINTENANCE SERVICE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of the installed access control system hardware and components.
- B. Maintenance Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance by skilled employees of the Systems Integrator. Include repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

1.9 SCOPE OF WORK

- A. On-Line Electronic Access Control System: Furnish and install at the indicated locations the specified electrified and integrated door hardware and access control firmware and software for a completely operational access control and security site management system. System includes, but is not necessarily limited, to the following:
 - 1. Electrified integrated card reader locks and hardware, network control processors, reader controller panels, I/O monitor/control interfaces, door position switches, card readers, keypads, and display terminals, system application software, special tools, operating manuals, and required cabling and accessories as detailed below and listed in the Access Control Hardware Sets at the end of Part 3.
 - A. Provide the appropriate number of reader controller panels and I/O monitoring/control expansion interfaces as needed to handle the number of card readers, locking devices, door status devices, and identified alarm inputs specified in this section, and as shown on the security drawings.
 - B. Provide manufacturer approved integrated card reader locks, exit hardware, and remote wall mounted card readers, keypads, and display terminals that are functionally compatible with the specified access control equipment interfaces.
 - 2. Access control system equipment to be installed in an enclosure box compatible with the specified components. This enclosure to include, but is not necessarily limited to, the network control processor, I/O monitor/control interface panels, power supplies, terminal strips, wire ducts, keyed lock cylinder, integrated outlet for A/C power, and standoffs.
 - A. Enclosure box to be located in the designated room(s) with connection to the campus wide, local area network for communication back to the central server host.

3. Owner to provide the following:
- A. Computer hardware and peripherals to be from an approved, major line computer manufacturer. The following manufacturers will be considered “pre-approved”, however, specific information detailing compliance with the manufacturer’s requirements must be included within the project submittal package as specified.
- 1) Compaq
 - 2) Dell
 - 3) Hewlett-Packard
 - 4) IBM

Typical Browser Client Requirements (Web client, online or hybrid)

- Memory: 1 GB minimum; 2 GB+ recommended
 - Storage: No requirement
 - Processor: Pentium IV @ 2.0 GHz (or equivalent) or faster
 - Display: 1024 x 768
- Browser Software:*
- Internet Explorer, Firefox, and Chrome officially supported; Opera & Safari function as well

Typical Rich Client Requirements (for configuration, online or offline)

- Memory: 1 GB minimum; 2 GB+ recommended
 - Storage: 10 GB available
 - Processor: Pentium IV @ 2.0 GHz (or equivalent) or faster
 - Display: 1024 x 768
- Operating Systems:*
- Windows XP 32bit, Server 2003 32bit, Vista 32/64 bit, Win7 32/64 bit, Server 2008/2008 R2

Typical Server Requirements (online AND offline, or fully interfaced)

- Memory: 4 GB minimum
 - Storage: 20 GB available or more as needed
 - Processor: Dual Core / (min Pentium IV w/ HT) @ 2.0 GHz (or equivalent) or faster
 - Database: Microsoft® SQL Server 2005, 2008, or 2008 R2**
- Operating Systems:*
- Windows XP 32bit, Server 2003 32bit, Vista 32/64 bit, Win7 32/64 bit, Server 2008/2008 R2

- B. Owner will be responsible for ensuring that each computer hardware component includes the required interfaces, expansion boards, and peripherals that will be necessary to allow the system to operate as described within this specification and as indicated on the drawings.
- C. Power Sourcing, Network Switches and Wireless Access Points: Quantity as required to accommodate installed access control (and video surveillance) devices.
- D. Network Control Processor Connections:

- 1) LAN/Ethernet communication ports (jacks) and network interface cards as needed, CAT5e (CAT6) cabling from network router/switch to network control processor, outlet and cover plates and/or patch cables required for network connection within each designated IT/Telecom room.
- 2) Required static IP addresses.
4. Power Supplies, including battery backup power supply and separately fused surge protection, required for the electrified door hardware, access control equipment, and PoE switches or wireless routers driving the integrated card reader locking devices.
5. Installation, final configuration and commissioning of electrified door and access control system hardware, communication firmware, power supplies and related accessories.
6. **System application software is already installed at URI. Work includes programming and end user training of the access control system demonstrating operating, repair, and maintenance procedures.** Include no fewer than 16 hours of on-site central server training for designated personnel (facilities maintenance, security, IT, administration) by a factory certified representative.
 - A. Include minimum of 16 hours of Client Software Application (client workstation) training at each of the remote installed facilities for local administrative staff.
7. Provide manufacturer required power controllers, interface boards, and programming that may be required for approved electric latch retraction exit devices supplied under Division 08 Section "Door Hardware."
8. Electrical contractor, Division 26, to provide the following:
 - A. Source power wiring (120VAC) as required for the electrified locking and access control hardware, equipment, accessories and power supplies. This includes quad outlets as required on a dedicated circuit in the designated IT/Telecom room(s) and the related conduit, stub-in, junction boxes and connectors required for the source power delivery and connections.
 - B. Provide required conduit, stub-in, junction and back boxes for both the electrified locking hardware and access control equipment at each of the access controlled or monitored openings per plan drawings and specs. Supply and install conduit between each of the aforementioned devices and between the electrical junction boxes, power supplies and access control equipment located on or above the door opening.
 - 1) At wall mounted remote readers, provide conduit on the secured side of the door, 36" from the finish floor and 6" from the edge of the frame, to the related power supplies and access control equipment.
 - 2) At electrical hardware power transfers provide conduit on the secured side of the opening from the power transfer, thru-wire hinge, or serviceable panel location on the frame jamb to the related power supplies and access control equipment.
 - C. Electrical Contractor to provide all 120VAC cabling connections and terminations from the electrical junction boxes to these electrical devices.
9. Access Control System Integrator to provide the following:

- A. Low voltage wiring (12/24VDC) and communication cabling (RS-232/RS-485) from network control processors to reader controllers, I/O monitor/control interface panels, electrified and integrated locking hardware, card readers, keypads, or display terminals, monitoring and signaling switches. Work includes related programming and commissioning the locks for a complete and functional access controlled opening in accordance with applicable codes and specified system operational narratives.
10. Provide permits, submittals and approvals required by the authority having jurisdiction, prior to commencing with work.

PART 2 - PRODUCTS

2.1 SYSTEM ARCHITECTURE - ON-LINE CARD KEY ACCESS CONTROL ENTRY AND SITE MANAGEMENT SYSTEM (ACSMS) – ALREADY INSTALLED AT URI - THIS PARAGRAPH IS FOR REFERENCE ONLY.

- A. General: The ACSMS is a modular and networked based system providing physical access control security to a Wide Area campus, enterprise. The system to be capable of controlling and integrating multiple security functions including the configuration, management and monitoring of cardholder access, locking hardware units, events, alarms, visitors, and real-time tracking and reporting. The ACSMS is to be alterable at any time depending on the facility requirements and will allow for easy upgradeability or modification of network processors, controller, interface modules, card data, inputs, outputs, and remote work stations. The ACSMS to include, but is not be limited to, the following features and functions:
 1. An "Enterprise" class access control software application.
 2. Client/Server model operating central server host software modules and client workstation software applications in a multi-user and a multi-tasking environment.
 - A. The ACSMS to permit multiple instances of client software applications to run simultaneously on the network. The base system to include software application licenses with an unlimited number of licenses available subject to connection fees.
 3. Partitioning: The system to support security partitioning enabling system administrator to segment the configuration database and group multiple entities within the security partition.
 - A. Security partitions limit what users can view in the configuration database. Administrators, who have all rights and privileges, can segment a database into multiple security partitions. A user who is given access to a specific partition will only be able to view entities (components) within the partition they have been assigned.
 4. Encryption: The system to support encrypted communication between the central server software and client software applications (server-to-server and client-to-server) using a 128-bit AES encryption algorithm (at a minimum).
 - A. Communication between the central server host software module and system controllers to be encrypted if supported by the controllers.

- B. The ACSMS client software applications to be password protected with passwords stored in the central server database in an encrypted manner.
- 5. Distributed Processing: The system is a fully distributed processing application allowing information, including time, date, zones, valid codes, tasks, access levels, and similar data, to be downloaded from the central host station to controller interface devices allowing access-control decisions with or without central host station communication. If communications to a central host station are lost, the controllers will automatically buffer event transactions until communications are restored and events are automatically uploaded to the central host station.
 - A. Provide for a higher level of distributed database management at defined perimeter access points such that no single point of failure will allow more than two access points to fail, or affect more than two access points at perimeter points system wide.
- 6. Single Data Base: The system to support a single database for access control site setup, credential and identity file creation, alarm and control setup, and system user operation and command functions.
- 7. System Access Management: The system to allow operators through password authentication the ability to make access granted or denied decisions, define access levels, time zones, holidays, assign cardholders, access groups, develop tasks, and generally manage access control, alarm monitoring and response activities system wide from a single login. Operator and user privileges are managed by a system administrator allowing for different levels of system access and system control. Authorization management is fully Owner definable.
- 8. Cardholder Management: The system to include a cardholder management system integrated within the access control system. This cardholder management functionality allows the enrollment of cardholders into the database, and import/export of employee data.
- 9. Access Groups and Access Levels: The system to provide adequate access groups and access level assignment capability to meet Owner requirements for the specified project. If required, software application can be expandable to support unlimited access groups and access levels.
- 10. Alarm Monitoring: The system is able to monitor, report, and provide information about the time and location of alarms, along with their priority.
- 11. Event Monitoring: The system is able to monitor, report, and archive network access control activity.
- 12. Transaction Logs: The system to support an unlimited number of logs and historical transactions (events and alarms) with the maximum allowed being limited by the amount of hard disk space available.
- 13. System Monitoring: The system to have ability to report on the integrity of all network assigned devices, circuits and communications and provide a diagnostics screen showing field level communications system wide
- 14. Lock/Unlock Commands: The system to allow an operator to manually lock and unlock doors overriding scheduled access control restrictions and configurations if necessary.
- 15. Hardware Interface: The system to integrate with and control specified electrified hardware, signaling and monitoring devices.
- 16. Report Generator: The system to have the ability to generate and output reports with any and all combinations of system fields and data including, but not limited to: by

cardholder, by door, by site, by time, by groups of doors and by cardholder field. Any and all combinations of fields must be available for reporting. The report feature to allow exporting of generated reports over a network connection or by remote printing.

17. Multi-User/Web Based Network Capabilities: The system to support multiple operator workstations via local area network/wide area network (LAN/WAN), the Internet, or VPN. The system to be capable of supporting minimum of [] concurrent users/clients with software expansions to an unlimited number of workstations based on the Owners network requirements.
 18. Systems Integration: The system to have the ability to be fully and seamlessly integrated with existing or specified intrusion detection alarm and video surveillance (CCTV) systems.
- B. General: The PERSONA campus security locking solution incorporates the PERSONA Campus 1000™ system software. Campus 1000™ is an advanced and flexible locking system supporting magnetic stripe card technology (Track 1 or Track 3) for offline access control, Track 2 for online security applications as well as 125 KHz Proximity, and iClass for other online applications. PERSONA devices are capable of operating on the same card as existing magnetic stripe, proximity and iClass applications Campus Wide.
1. PERSONA Campus 1000™ software (**already installed at URI**) operates under a Microsoft® Windows™ platform either as a single PC stand-alone system, or as a networked system with existing TCP/IP infrastructure.
 - A. Compatible with most high coercivity magnetic stripe, proximity and iClass ID cards.
 - B. Interfacing options eliminate operator error and duplicate entry. Software designed to plug into the existing base workflow and blend into an established network environment.
 - C. User-defined access patterns and access points (privilege points), and pre-defined keycard start and end times, can be assigned by individual granting access to both off-line and on-line readers with the same card.
 - D. Invalidation of individual keycards or users, and ability to reactivate cards, can be accomplished without reprogramming the off-line locking unit.
 - E. Time controlled access allows different access privileges to multiple users at various times throughout the day.
 - F. System operator privileges can be curtailed and partitioned by both building and card types.
 - G. “Conference Guest Wizard” allows administrator quick and easy way to encode keycards for guests at training programs and conferences.
 2. PERSONA Card Key Locking devices can be set in “passage mode” remaining unlocked during scheduled times and automatically locking down at the end of the specified time period. While in passage mode, users may be granted ability to re-lock and again un-lock the door by individual keycards. Passage mode can be automatically set or triggered by the first person, or first of a group of people, through the opening. Once in lockdown mode, only users with valid keycards and (optionally) PIN codes are allowed access.
 3. Six-digit Emergency Unlock Codes can be issued to bypass “lock-outs” (cards left in the room) and codes can be pre-issued to grant future access to an opening for a limited time period without the need to encode a keycard with offline data. Unlock codes will work for specified time periods and then become invalidated.

4. Power-over-Ethernet (PoE) locking devices utilize standard 802.3af PoE switches and cabling within an infrastructure that can be deployed and maintained by current network facility specialists.
 5. WiFi locking devices utilize standard 802.11b/g infrastructure without the requirement of any special network access points.
 6. Off-line peripheral hardware is industry standard. PERSONA utilizes a Windows Mobile Pocket PC to communicate with the locking devices. Card encoders connect with standard network appliances available from several sources and IT can employ their brand preferences depending on needs and suppliers.
- C. Open Architecture: The access control system infrastructure will be based on an open architecture design capable of supporting multiple access control hardware manufacturers and integrate with multiple non-proprietary network processors, controllers, interface modules, integrated locking hardware, remote card readers, keypads and display terminals, and other third party applications.
- D. Network Support: Communication network connecting the central server host software modules, client workstation software applications, and hardware controllers to be designed to support all of the following:
1. LAN/Ethernet enterprise ring topology and localized star topology based on TCP/IP.
 2. Direct-connected RS-232 and RS-485 communication cabling.
 3. Dial-up modem connection using a standard dial-up telephone line.

2.2 MANUFACTURERS

- A. General: Provide electronic door hardware and access control system equipment and accessories for each designated opening to comply with requirements in this Section and with the Access Control Hardware Sets listed at the end of Part 3.
1. Access Control Hardware Sets: Requirements for quantity, item, model, design, grade, finish, size, and other distinctive qualities of each type of electrified door and access control hardware are indicated in the Access Control Hardware Sets at the end of Part 3.
 2. Named Manufacturer's Products: Product designation and manufacturers are listed for the purpose of establishing requirements.
- B. System Design: The equipment and materials supplied are standardized components regularly manufactured and utilized within the source manufacturer's access control systems.
1. System components to be non-proprietary in design and implementations, providing for an open protocol platform with multiple manufacturers having functional software capable of integrating with the hardware specified. The installed integrated product is to be part of a single, cohesive management and access control system.
- C. IP Enabled Wireless Integrated Card Reader Mortise Lock: IP enabled, WiFi™ ANSI/BHMA A156.2 Grade 1 bored lockset with integrated contactless card reader and request-to-exit signaling in one complete unit. Motor driven locking/unlocking control of the lever handle trim with 1/2" deadlocking stainless steel latch. Lock is U.L listed and labeled for use on up to 3 hour fire rated openings.

1. Completely intelligent and integrated locking unit with network communication connection capability directly from the locking unit back to the central system host server without additional access control interfaces or components (excluding wireless access points) via an existing or newly installed 802.11b/g wireless network.
2. Networked locks are able to read, analyze, and control access to level of authorization encoded on keycard. Real-time software accessible alarms for forced door, unknown card and door held open, with inside lever handle (request-to-exit) signaling and door position (open/closed status) monitoring (via separately connected in-door DPS)..
3. 2,400 users and 10,000 event transaction history (audit trail). Distributed intelligence allows stand alone operation in absence of network communication allowing for system operational redundancy.
4. Access by HID technology, 13.56 smart/iClass or,
5. Access by vertical swiping of magnetic stripe card and/or keypad pin number or by vertical swiping of magnetic stripe card only.
 - A. Card track: Track 2.
6. Advanced data security techniques including AES 128-bit encryption changing with every exchange. Supportive of open standard WiFi™ network security including: WEP, WPA, and LEAP.
7. Emergency override access capability through system-generated special access keycards and keypad codes, which are time, date, and location specific.
 - A. Provide high security mechanical key override capability with no electronic activation necessary for latch or lock retraction.
8. 9VDC power provided by (6) AA batteries for completely wireless applications.
9. Real-time lockdown capabilities with separate external 9VDC power supply, hard wiring option.
10. Ethernet system framework, 802.11 b/g wireless access points, and back-up power supplies (by others) required for complete system functionality.
 - A. Comply with IEEE 802.11b/g WiFi standard for Wireless LAN communications.
 - B. Frequency Range: Worldwide product covering 2.4 to 2.5 GHz, programmable for different country regulations.
 - C. Maximum Output Power: 100 mW.
 - D. Power Management: Continuous aware power saving polling mode.
11. **Manufacturer/Model:**
 - A. **Sargent Manufacturing (SA) - Passport 1000 - 10-Line P2 Series.**

2.3 APPLICATION SOFTWARE - ON LINE ELECTRONIC ACCESS CONTROL SYSTEM
(ALREADY INSTALLED AND OPERATING AT URI. Par. 2.4 IS FOR REFERENCE ONLY)

- A. On-Line Application Software: The system software is the interface between network control processors, reader interfaces, and entry-control devices allowing for access control configuration and transactions, monitoring of sensors, operation of displays, alarm reporting, report generation, and system operational training. Software to include the following features:

1. The host software will have the ability to contain all Cardholders, ID Cards, Time Schedules, Holidays, Holidays/Holiday Groups, Doors/Door Groups and will be limited only by the capacity of the Server database and the memory capacity of the hard drive of the hosting computer. The practical limits of capacities will be dictated by the access control hardware due to on board storage limitations.
 - A. Database Server: The access control software to be based on the Microsoft SQL server database engine. The database shall have the ability to run on the same server (PC) with the other software components to provide a complete control system or, have the ability to run on a separate, networked database server without losing any functionality.
 - B. Web Client Server: The support of browser clients is required for this project. Browser clients can connect to the system via Microsoft Internet Information Server (IIS). Systems requiring special proprietary Web Servers will not be accepted.
 - C. Partitioned Database: The software can separate objects such as readers, cards, cardholders, reports etc. and event data including alarms into isolated "containers" or partitions. System operators for a given partition can only see objects, people, events, and alarms for their partition.
2. Open architecture: Software design to interface with enterprise level one card and residence life software systems to allow for automated database population and editing. Provides user with the ability to review, modify, and customize the system to owner's unique requirements.
3. Multi-user and multi-tasking: Independent activities and monitoring can occur simultaneously at different workstations.
4. Password protection: Client and server software to be password protected. User management tools must be provided to assign which menus, user screens and security privileges are loaded on a user-by-user basis.
5. Record Importation: Single screen entry for enrollments with importing and exporting of student/faculty/staff data and images.
 - A. Ability to overlay optional off-line reader software for single screen management and operation of both on-line and off-line system components. Optional overlay configuration provides single point of data entry, either imported or manually entered, allowing off-line and on-line databases to stay in full synchronization.
6. Graphical Interface and Icons/Maps: Graphical user interface to show pull down menus, icons and maps that display both real time states of the system and allow commanding of the object. These icons have the ability to be displayed in an "explorer tree" or on graphical floor plan (maps).
7. Auto-discovery (Plug-and-Play): Configuration of new devices by automatically discovering and configuring new devices under the owners' direction.
8. Alarm Notification: A method of routing alarms to users in the operating system software, displayed in the browser, sent via email to pagers, and sent as text messages to PDAs and cell phones will be required. Escalation and re-routing of unacknowledged alarms is available as an option to allow for multiple individuals to be able to respond to an alarm condition.
9. Advanced Reporting Tool: A report generation tool allowing the user to create, name and save custom reports. These reports must be able to be run from either the host

software workstations or web browser clients. Data provided in a PDF format, but have the ability to be exported in HTML, RTF, XLS (Excel), and ASCII text. The report generation tool allows the user to specify the contents of a report by adding criteria such as, but not limited to, Date, Time, Location, Event, Card Number, Cardholder Name and any combination there of. The content in all custom reports must be automatically partitioned to match the user's rights as determined by the system administrator. Sample reports include, but are not necessarily be limited to:

- A. Cardholder Reports - Report listing name, card number, pin number, access times, active date range, date issued, issued by, number of times issued, and access level. Reports can be sorted by any of the user-defined fields that contain data.
 - B. Cardholder by Reader Reports: Based on who has access to a specific reader or group of readers by selecting the readers from a list.
 - C. Cardholder by Access-Level Reports: Display everyone that has been assigned to the specified access level.
 - D. Time Zone Listing - Time zone names and intervals.
 - E. Holiday Listing - Scheduled holiday periods, dates and door assignments.
 - F. History Reports: Custom reports that allow the user to select any date, time, event type, device, output, input, operator, location, name, or cardholder to be included or excluded from the report.
 - G. Reports shall have the following print options: view on screen, print to system printer and "save to file" with full path statement.
- 10. Role Based Security: Security privileges are assigned to users in groups of privileges as "Roles". Users can belong to multiple roles.
 - 11. Help Documents and Installation Guides: Resource documents assisting the user with software setup, configure and troubleshooting. Additionally the software must allow the owner to contribute by adding new documents to these areas.
 - 12. Database Administrative Tools: Software provides the ability to archive, backup and restore configuration and event data in this system.
 - 13. Future Proof Compatibility: The software package to be continuously supported by the manufacturer as long as the end user is under a valid maintenance contract and is up-to-date with the latest system upgrades and revisions within the indicated system size limits.
 - 14. **Manufacturer/Model:**
 - A. **PERSONA (PN) - Campus 1000 On-Line Software.**

2.4 ACCESS CONTROL HARDWARE FINISHES

- A. Standard: Comply with BHMA A156.18.
- B. Protect mechanical finishes on exposed surfaces from damage by applying temporary protective coverings before shipping.
- C. Where specified, finishes on integrated card key locksets or exit hardware to incorporate an FDA recognized antimicrobial coating (i.e., MicroShield™) listed for use on equipment as a suppressant to the growth and spread of a broad range of bacteria, algae, fungus, mold and mildew.

- D. BHMA Designations: Comply with base material and finish requirements indicated by the following:

- 1. Standard US26D finish.

2.7 LICENSING, TRAINING, TECHNICAL SUPPORT

- A. Software License – Wi-Fi locksets, one-time license fee as required for integration with Access Control Entry System Application software.
- B. Training – to cover all system training/software and interface built for URI as part of this contract.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance of the installed access control system.
- B. Examine roughing-in for electrical source power to verify actual locations of wiring connections before electrified and integrated access control door hardware installation.
- C. Examine roughing-in for LAN and control cable conduit systems to PCs, controllers, card readers, and other cable-connected devices to verify actual locations of conduit and back boxes before device installation.
- D. Notify architect of any discrepancies or conflicts between the specifications, drawings and scheduled access controlled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing

3.2 PREPARATION

- A. Doors and frames at scheduled access controlled openings to be properly prepared to receive specified electrified and access control hardware and connections without additional in-field modifications.

3.3 INSTALLATION

- A. Install each item of electronic integrated door hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.
- B. Mounting Heights: Mount electronic integrated door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 - 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors."
 3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
- C. Final connect the system control switches (integrated card key locking hardware, remote readers, keypads, display terminals, biometrics), and monitoring, and signaling equipment to the related Controller devices at each opening to properly operate the electrified door and access control hardware according to system operational narratives.
- D. Retrofitting: Install each door hardware and access control item to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- E. System Application Software: Install, and test application(s) software and databases for the complete and proper operation of systems involved. Assign software license(s) to Owner.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Engage an authorized systems manufacturer representative to perform a final inspection of the installed electronic integrated door hardware and access control system and state in report whether installed work complies with or deviates from requirements, including whether each component representing the opening assembly is properly installed, adjusted, operating and performing to system operational narratives.
- B. Commissioning and Testing Schedule: Prior to final acceptance of the access control system installation, the following testing and documentation to be performed and provided to the Owner.
1. Inspection: Verify that units and controls are properly installed, connected, and labeled and that interconnecting wires and terminals are identified.
 2. Pre-testing: Program and adjust the system and pretest all components, wiring, and functions to verify they conform to specified requirements. Provide testing reports indicating devices tested, pass/fail status, and actions taken to resolve problem(s) on failed tests.
 3. Acceptance Test Schedule: Correct deficiencies identified by tests and observations and retest until specified requirements are met.
 4. Provide "as designed" drawings showing each device and wiring connection and electronic enclosure legends indicating cabling in and out.
 5. Provide a complete set of operating instructions for access control hardware devices and a complete software user manual. The documentation includes module reference guides for each electronic enclosure.

3.5 ADJUSTING

- A. Adjust and check each operating item of integrated access control door hardware, and each door opening to ensure proper secured operation and function of every unit. Replace units that cannot be adjusted to operate as intended.

3.6 CLEANING AND PROTECTION

- A. Clean adjacent surfaces soiled by access control system installation.
- B. Clean operating items as necessary to restore proper finish and provide final protection and maintain conditions that ensure access control door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Engage an authorized systems manufacturer representative to train Owner's maintenance personnel to adjust, operate, and maintain electronic integrated door hardware and the access control system.

END OF SECTION 281300