TECTON ARCHITECTS, PC
17 Railroad Avenue
Westerly, RI 02891

PROJECT MANUAL

Rhode Island State House Interior Accessibility Upgrades

State of Rhode Island, Department of Administration
Division of Capital Asset Management & Maintenance
One Capitol Hill, Providence, RI 02908-5859

July 13, 2018

Tecton Project No. RI01AD

Owner: State of Rhode Island, Department of Administration

In care of: State of Rhode Island, Department of Administration
Division of Capital Asset Management & Maintenance
One Capitol Hill, Providence, RI 02908-5859

Attn: Simidele Mabray
Office (401)222-3913, cell (401) 447-0415, fax (401)222-2599
Simidele.Mabray@doa.ri.gov

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

Attn: Marco Tommasini, RA, LEED AP
Office: (401)596-7555, cell (860)712-4134
marcot@tectonpc.com

Consultant:

Attn:

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Rhode Island State House Interior Accessibility Upgrades

December 27, 2017

Tecton Project #RI-01-AD

DOCUMENT 00 0110 - TABLE OF CONTENTS

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

00 0010	Cover
00 0050	Title Page
00 0110	Table of Contents
00 0115	List of Drawings
00 2115	Supplement to the Instruction to Bidders
00 3119	Information to Bidders
	Preservation Brief 18
	Preservation Brief 21
	Preservation Brief 28
	Preservation Brief 32
00 4100	Bid Form (provided by Division of Purchases under separate cover)
00 4500	Bidder's Qualification Form (provided by Division of Purchases under separate cover)
00 5201	Standard Form of Agreement Between Owner and Contractor, AIA Document A101
00 6519.13	Contractor's Affidavit of Payment of Debts and Claims (provided by Division of Purchases under separate cover)
00 6519.16	Contractor's Affidavit of Release of Lien (provided by Division of Purchases under separate cover)
00 6519.19	Consent of Surety to Final Payment (provided by Division of Purchases under separate cover)
00 7001	General Conditions of the Contract for Construction, AIA Document A201
00 8000	Supplementary Conditions

SPECIFICATIONS

DIVISION 01 - GENERAL REQUIREMENTS

01 1000	Summary
01 1010	Attachment A – Site Utilization
01 2000	Price and Payment Procedures
01 2010	Attachment A - Price and Payment Procedures
01 3000	Administrative Requirements
01 3010	Attachment A – Administrative Requirements
01 3300	Submittal Procedures
01 3310	Attachment A – Submittal Procedures
01 4000	Quality Requirements
01 4010	Attachment A – Quality Requirements
01 5000	Temporary Facilities and Controls
01 6000	Product Requirements
01 7000	Execution Requirements
01 7010	Attachment A – Execution Requirements
01 7320	Waste Management
01 7800	Closeout Procedures

01 7839 Project Record Documents

DIVISION 02 – EXISTING CONDITIONS
02 4119 Selective Demolition

DIVISION 03 – CONCRETE
Not included in Specification

DIVISION 04 – MASONRY
Not included in Specification

DIVISION 05 – METALS
05 5213 Pipe and Tube Railings

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES
06 1053 Miscellaneous Rough Carpentry
06 1600 Sheathing
06 4023 Interior Architectural Woodwork

DIVISION 07 - THERMAL AND MOISTURE PROTECTION
Not included in Specification

DIVISION 08 - OPENINGS
08 7113 Automatic Door Operators

DIVISION 09 – FINISHES
09 0120.91 Plaster Repair
09 2613 Gypsum Veneer Plastering
09 6816 Sheet Carpeting
09 9100 Painting

DIVISION 10 – SPECIALTIES
Not included in Specification

DIVISION 11 – EQUIPMENT
Not included in Specification

DIVISION 12 – FURNISHINGS
Not included in Specification

DIVISION 13 – SPECIAL CONSTRUCTION
Not included in Specification

DIVISION 14 – CONVEYING SYSTEMS

Not included in specification

END OF DOCUMENT

DOCUMENT 00 0115 - LIST OF DRAWINGS

Dwg. No.	Drawing Title	Date
Cover/Title Sheet		December 8, 2017

General

G0.0 COVER
G1.2 GENERAL NOTES AND ABBREVIATIONS

Architectural

A1.101 SUB BASEMENT PLAN
A1.102 BASEMENT PLAN
A1.103 FIRST FLOOR PLAN
A1.104 SECOND FLOOR PLAN
A1.105 THIRD FLOOR PLAN
A2.102 SENATE GALLERY PLANS AND DETAILS
A2.103 EAST GALLERY PLANS AND DETAILS
A2.104 WEST GALLERY PLANS DETAILS AND DOOR SCHEDULES
A2.106 F.E.C. DETAILS

END OF DOCUMENT

DOCUMENT 00 21 15

SUPPLEMENT TO THE INSTRUCTIONS TO BIDDERS
(AIA DOCUMENT A701-1997)

THE INSTRUCTIONS TO BIDDERS

The "Instructions to Bidders," AIA Document A701, (1997), Subparagraphs 1 through 8 inclusive, is a part of this contract.

THE SUPPLEMENT TO THE INSTRUCTIONS TO BIDDERS

The following supplements modify, delete and/or add to the Instructions to Bidders, AIA Document A701, (1997). Where any Subparagraph, Paragraph or Subparagraph in the Instructions to Bidders is supplemented by one of the following paragraphs, the provisions of such Subparagraph, Paragraph, or Subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any Subparagraph, Paragraph, or Subparagraph in the Instructions to Bidders is amended, voided or superseded by any of the following paragraphs, the provisions of such Subparagraph, Paragraph or Subparagraph not so amended, voided or superseded shall remain in effect.

Note that when the term "Owner" is used in the Construction Document project manual and drawings it indicates the joint oversight of the Rhode Island Department of Administration and the Rhode Island Historical Preservation & Heritage Commission.

MODIFICATIONS TO SUBPARAGRAPHS OF THE AIA INSTRUCTIONS TO BIDDERS

ARTICLE 4: BIDDING PROCEDURES

A. Add the following paragraphs:

4.1.8 ADDITIONAL BID INFORMATION AND REQUIREMENTS

A. Due to the extremely sensitive nature of the work of this project, and the specialized skills required for same, the following information should be carefully noted.

1. The Rhode Island State House is an important historical building because of its association with significant historical events, and for its quality of architecture.

2. It is important that the successful bidder be familiar with the preservation, rehabilitation, restoration and reconstruction of historic buildings. The bidding Contractor should demonstrate verifiable evidence of previous experience working on buildings 100 years old or older.

B. General Contractor qualifications

The following items SHOULD be submitted as attachments to the Bid.

1. Firm history, indicating number of years in business as a General Contractor.
2. Résumés of principal(s) of the firm who will be responsible for this project.
3. Proposed list of sub contractors to be used on this project.
4. A list of projects successfully completed by the General Contractor's company should be submitted with the Bid as stipulated below:

   List a minimum of three (3) projects completed within the previous five (5) years that demonstrate the bidder's experience with historic preservation projects specifically pertaining to restoration and repairs on a historic building dating 100 years old or older.
   The following information is required for each project listed:
   a. Name and address of building.
   b. Age of building (approximate year of original construction.)
   c. Contract price.
   d. Detailed description of scope of work
   e. Date of completion
   f. Name and phone number of architect or design professional associated with the project.
   g. Name and phone number of the owner or owner's representative.

C. Subcontractor qualifications

Due to the importance of the expertise of the subcontractors that will be required to work on this project, the following information SHOULD be submitted with the Bid:

1. Millwork/Casework Subcontractor
   a. Submit firm's name, contact and history, indicating number of years in business.
   b. List a minimum of three (3) projects completed within the previous five (5) years that demonstrate the company's experience with historic preservation projects specifically pertaining to or involving millwork/ casework on an historic building dating 100 years old or older and are skilled in working in historic buildings as described herein.

      The following information is required for each project listed:
      1. Name of building.
      2. Age of building (approximate year of original construction.)
      3. Contract price.
      4. Detailed description of scope of work (must include work with historic millwork/casework.
      5. Date of completion
      6. Name and phone number of the architect or design professional associated with the project.
      7. Name and phone number of the owner or owner's representative.

2. Faux painter Subcontractor
    a. Submit firm's name, contact and history, indicating number of years in business.
    b. List a minimum of three (3) projects completed that demonstrate the company's experience with historic faux painting projects.
    The following information is required for each project/installation listed:
        1. Detailed description of scope of work
        2. Date of completion
        3. Name and phone number of the owner or owner's representative.

3. Plaster/ Painter Subcontractor
    a. Submit firm's name, contact and history, indicating number of years in business.
    b. List a minimum of three (3) projects completed that demonstrate the company's experience with historic plaster painting projects.
    The following information is required for each project/ installation listed:
        1. Detailed description of scope of work.
        2. Date of completion.
        3. Name and phone number of the owner or owner's representative.

D. The bidding Contractor's qualifications will be reviewed by the State of Rhode Island Department of Administration and the R.I. Historical Preservation & Heritage Commission. Approval by both of these agencies is required for final contract award. The state reserves the right and sole discretion to determine equivalent or prior experience and the right to reject any or all bids which fail to demonstrate equivalent prior experience. Failure to respond with relevant information to the stated requirements of this Document **WILL** disqualify the Bidder from further consideration as a bidder on this project.

4.1.9 ADDITIONAL BID INFORMATION

A. The bidding Contractor is required to be familiar with the Secretary of the Interior's Standards for the Treatment of Historic Properties listed as follows:

1. PRESERVATION is defined as the act or process of applying measures necessary to sustain the existing form, integrity, and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than extensive replacement and new construction.

2. REHABILITATION is defined as the act or process of making possible a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historical, cultural, or architectural values.

3. RESTORATION is defined as the act or process of accurately depicting the form, features, and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical, and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

4. RECONSTRUCTION is defined as the act or process of depicting, by means of new construction, the form, features, and detailing of a non-surviving site, landscape, building, structure, or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

B. The awarded Contractor will also be required to be familiar with the Secretary of the Interior's Standards for Rehabilitation listed as follows:

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.

2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.

3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.

5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.

6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

END OF DOCUMENT

Technical Preservation Services

National Park Service
U.S. Department of the Interior

Some of the web versions of the Preservation Briefs differ somewhat from the printed versions. Many illustrations are new and in color; Captions are simplified and some complex charts are omitted. To order hard copies of the Briefs, see Printed Publications.

PRESERVATION BRIEFS

21

Repairing Historic Flat Plaster Walls and Ceilings

Mary Lee MacDonald

Plasterers applying rough and finish coats of plaster. Drawing: From the "Book of Trades.

Historical Background

Common Plaster Problems

Repairing Historic Plaster

When Damaged Plaster Cannot be Repaired

Patching Materials

Summary and References

Reading List

Download the PDF

Plaster in a historic building is like a family album. The handwriting of the artisans, the taste of the original occupants, and the evolving styles of decoration are embodied in the fabric of the building. From modest farmhouses to great buildings, regardless of the ethnic origins of the occupants, plaster has traditionally been used to finish interior walls.

A versatile material, plaster could be applied over brick, stone, half-timber, or frame construction. It provided a durable surface that was easy to clean and that could be applied to flat or curved walls and ceilings.

Plaster could be treated in any number of ways: it could receive stenciling, decorative painting, wallpaper, or whitewash. This variety and the adaptability of the material to nearly any building size, shape, or configuration meant that plaster was the wall surface chosen for nearly all buildings until the 1930s or 40s.

Plaster was used as the interior surface coating of this elegant 1911 church located in Eugene, Oregon. Photo: NPS files.

Historic plaster may first appear so fraught with problems that its total removal seems the only alternative. But there are practical and historical reasons for saving it. First, three-coat plaster is unmatched in strength and durability. It resists fire and reduces sound transmission. Next, replacing plaster is expensive. A building owner needs to think carefully about the condition of the plaster that remains; plaster is often not as badly damaged as it first appears.

Of more concern to preservationists, however, original lime and gypsum plaster is part of the building's historic fabric—its smooth troweled or textured surfaces and subtle contours evoke the presence of America's earlier craftsmen. Plaster can also serve as a plain surface for irreplaceable decorative finishes. For both reasons, plaster walls and ceilings contribute to the historic character of the interior and should be left in place and repaired if at all possible.

The approaches described in this Brief stress repairs using wet plaster, and traditional materials and techniques that will best assist the preservation of historic plaster walls and ceilings—and their appearance. Dry wall repairs are not included here, but have been written about extensively in other contexts. Finally, this Brief describes a replacement option when historic plaster cannot be repaired. Thus, a veneer plaster system is discussed rather than dry wall. Veneer systems include a coat or coats of wet plaster—although thinly applied—which can, to a greater extent, simulate traditional hand-troweled or textured finish coats. This system is generally better suited to historic preservation projects than dry wall.

To repair plaster, a building owner must often enlist the help of a plasterer. Plastering is a skilled craft, requiring years of training and special tools. While minor repairs can be undertaken by building owners, most repairs will require the assistance of a plasterer.

Historical Background

Plasterers in North America have relied on two materials to create their handiwork—lime and gypsum. Until the end of the 19th century, plasterers used lime plaster. Lime plaster was made from four ingredients: lime, aggregate, fiber, and water. The lime came from ground-and-heated limestone or oyster shells; the aggregate from sand; and the fiber from cattle or hog hair. Manufacturing changes at the end of the 19th century made it possible to use gypsum as a plastering material. Gypsum and lime plasters were used in combination for the base and finish coats during the early part of the 20th century; gypsum was eventually favored because it set more rapidly and, initially, had a harder finish.

Not only did the basic plastering material change, but the method of application changed also. In early America, the windows, doors, and all other trim were installed before the plaster was applied to the wall. Generally the woodwork was prime-painted before plastering. Obtaining a plumb, level wall, while working against built-up moldings, must have been difficult. But sometime in the first half of the 19th century, builders began installing wooden plaster "grounds" around windows and doors and at the base of the wall. Installing these grounds so that they were level and plumb made the job much easier because the plasterer could work from a level, plumb, straight surface. Woodwork was then nailed to the "grounds" after the walls were plastered. Evidence of plaster behind trim is often an aid to dating historic houses, or to discerning their physical evolution.

The builders of this mid-18th century house installed the baseboard molding first, then applied a mud and horse hair plaster. Lime was used for the finish plaster. Photo: NPS files.

Lime Plaster

When building a house, plasterers traditionally mixed bags of quick lime with water to "hydrate" or "slake" the lime. As the lime absorbed the water, heat was given off. When the heat diminished, and the lime and water were thoroughly mixed, the lime putty that resulted was used to make plaster.

When lime putty, sand, water, and animal hair were mixed, the mixture provided the plasterer with "coarse stuff." This mixture was applied in one or two layers to build up the wall thickness. But the best plaster was done with three coats. The first two coats made up the coarse stuff; they were the scratch coat and the brown coat. The finish plaster, called "setting stuff," contained a much higher proportion of lime putty, little aggregate, and no fiber, and gave the wall a smooth white surface finish.

Compared to the 3/8-inch-thick layers of the scratch and brown coats, the finish coat was a mere 1/8-inch thick. Additives were used for various finish qualities. For example, fine white sand was mixed in for a "float finish." This finish was popular in the early 1900s. (If the plasterer raked the sand with a broom, the plaster wall would retain swirl marks or stipples.) Or marble dust was added to create a hard-finish white coat which could be smoothed and polished with a steel trowel. Finally, a little plaster of Paris, or "gauged stuff," was often added to the finish plaster to accelerate the setting time.

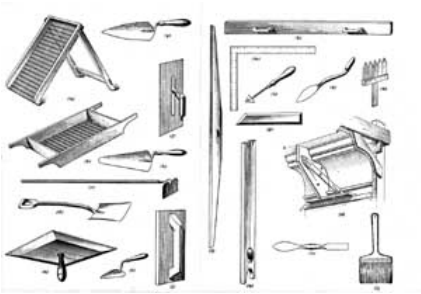
Schifferstadt, a simple house of German origin that dates to 1756, utilized plaster for both flat and curved walls. The building is located in Frederick, Maryland Photo: NPS files.

Although lime plaster was used in this country until the early 1900s, it had certain disadvantages. A plastered wall could take more than a year to dry; this delayed painting or papering. In addition, bagged quick lime had to be carefully protected from contact with air, or it became inert because it reacted with ambient moisture and carbon dioxide. Around 1900, gypsum began to be used as a plastering material.

Gypsum Plaster

Gypsum begins to cure as soon as it is mixed with water. It sets in minutes and completely dries in two to three weeks. Historically, gypsum made a more rigid plaster and did not require a

fibrous binder. However it is difficult to tell the difference between lime and gypsum plaster once the plaster has cured.



Many of these traditional plastering tools are still used today. Drawing: NPS files.

Despite these desirable working characteristics, gypsum plaster was more vulnerable to water damage than lime. Lime plasters had often been applied directly to masonry walls (without lathing), forming a suction bond. They could survive occasional wind-driven moisture or water winking up from the ground. Gypsum plaster needed protection from water. Furring strips had to be used against masonry walls to create a dead air space. This prevented moisture transfer.

In rehabilitation and restoration projects, one should rely on the plasterer's judgment about whether to use lime or gypsum plaster. In general, gypsum plaster is the material plasterers use today. Different types of aggregate may be specified by the architect such as clean river sand, perlite, pumice, or vermiculite; however, if historic finishes and textures are being replicated, sand should be used as the base-coat aggregate. Today, if fiber is required in a base coat, a special gypsum is available which includes wood fibers. Lime putty, mixed with about 35% gypsum (gauging plaster) to help it harden, is still used as the finish coat.

Lath

Lath provided a means of holding the plaster in place. Wooden lath was nailed at right angles directly to the structural members of the buildings (the joists and studs), or it was fastened to nonstructural spaced strips known as furring strips. Three types of lath can be found on historic buildings.

Wood Lath

Wood lath is usually made up of narrow, thin strips of wood with spaces in between. The plasterer applies a slight pressure to push the wet plaster through the spaces. The plaster slumps down on the inside of the wall, forming plaster "keys." These keys hold the plaster in place.

Metal Lath

Metal lath, patented in England in 1797, began to be used in parts of the United States toward the end of the 19th century. The steel making up the metal lath contained many more spaces than wood lath had contained. These spaces increased the number of keys; metal lath was better able to hold plaster than wood lath had been.

Rock Lath

A third lath system commonly used was rock lath (also called plaster board or gypsum-board lath). In use as early as 1900, rock lath was made up of compressed gypsum covered by a paper facing. Some rock lath was textured or perforated to provide a key for wet plaster. A special paper with gypsum crystals in it provides the key for rock lath used today; when wet plaster is applied to the surface, a crystalline bond is achieved.

Rock lath was the most economical of the three lathing systems. Lathers or carpenters could prepare a room more quickly. By the late 1930s, rock lath was used almost exclusively in residential plastering.

Common Plaster Problems

When plaster dries, it is a relatively rigid material which should last almost indefinitely. However, there are conditions that cause plaster to crack, effloresce, separate, or become detached from its lath framewor. These include:

- Structural problems
- Poor workmanship
- Improper curing
- Moisture

Structural Problems

Overloading

Stresses within a wall, or acting on the house as a whole, can create stress cracks. Appearing as diagonal lines in a wall, stress cracks usually start at a door or window frame, but they can appear anywhere in the wall, with seemingly random starting points.

Builders of now-historic houses had no codes to help them size the structural members of buildings. The weight of the roof, the second and third stories, the furniture, and the occupants could impose a heavy burden on beams, joists, and studs. Even when houses were built properly, later remodeling efforts may have cut in a doorway or window without adding a

structural beam or "header" across the top of the opening. Occasionally, load-bearing members were simply too small to carry the loads above them. Deflection or wood "creep" (deflection that occurs over time) can create cracks in plaster.

Overloading and structural movement (especially when combined with rotting lath, rusted nails, or poor quality plaster) can cause plaster to detach from the lath. The plaster loses its key. When the mechanical bond with the lath is broken, plaster becomes loose or bowed. If repairs are not made, especially to ceilings, gravity will simply cause chunks of plaster to fall to the floor.

Stress cracks in plaster over a kitchen door frame can be repaired using fiberglass mesh tape and joint compound. Photo: NPS files.

Settlement/Vibration

Cracks in walls can also result when houses settle. Houses built on clay soils are especially vulnerable. Many types of clay (such as montmorillonite) are highly expansive.

In the dry season, water evaporates from the clay particles, causing them to contract. During the rainy season, the clay swells. Thus, a building can be riding on an unstable footing. Diagonal cracks running in opposite directions suggest that house settling and soil conditions may be at fault. Similar symptoms occur when there is a nearby source of vibration-blasting, a train line, busy highway, or repeated sonic booms.

Lath Movement

Horizontal cracks are often caused by lath movement. Because it absorbs moisture from the air, wood lath expands and contracts as humidity rises and falls. This can cause cracks to appear year after year. Cracks can also appear between rock lath panels. A nail holding the edge of a piece of lath may rust or loosen, or structural movement in the wood framing behind the lath may cause a seam to open. Heavy loads in a storage area above a rock-lath ceiling can also cause ceiling cracks.

Errors in initial building construction such as improper bracing, poor corner construction, faulty framing of doors and windows, and undersized beams and floor joists eventually "telegraph" through to the plaster surface.

Poor Workmanship

In addition to problems caused by movement or weakness in the structural framework, plaster durability can be affected by poor materials or workmanship.

Poorly Proportioned Mix

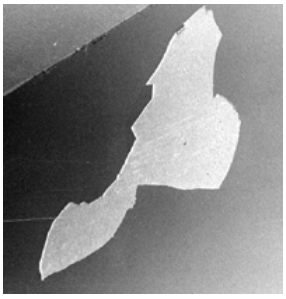
The proper proportioning and mixing of materials are vital to the quality of the plaster job. A bad mix can cause problems that appear years later in a plaster wall. Until recently, proportions of aggregate and lime were mixed on the job. A plasterer may have skimped on the amount of cementing material (lime or gypsum) because sand was the cheaper material. Over sanding can cause the plaster to weaken or crumble. Plaster made from a poorly proportioned mix may be more difficult to repair.

Incompatible Base Coats and Finish Coats

Use of perlite as an aggregate also presented problems. Perlite is a lightweight aggregate used in the base coat instead of sand. It performs well in cold weather and has a slightly better insulating value. But if a smooth lime finish coat was applied over perlited base coats on wood or rock lath, cracks would appear in the finish coat and the entire job would have to be redone. To prevent this, a plasterer had to add fine silica sand or finely crushed perlite to the finish coat to compensate for the dramatically differing shrinkage rates between the base coat and the finish coat.

Improper Plaster Application

The finish coat is subject to "chip cracking" if it was applied over an excessively dry base coat, or was insufficiently troweled, or if too little gauging plaster was used. Chip cracking looks very much like an alligatored paint surface. Another common problem is called map cracking—fine, irregular cracks that occur when the finish coat has been applied to an over sanded base coat or a very thin base coat.



The smooth-trowled lime finish has delaminated from the brown coat underneath. Photo: Marylee MacDonald.

Too Much Retardant

Retarding agents are added to slow down the rate at which plaster sets, and thus inhibit hardening. They have traditionally included ammonia, glue, gelatin, starch, molasses, or vegetable oil. If the plasterer has used too much retardant, however, a gypsum plaster will not set within a normal 20 to 30 minute time period. As a result, the surface becomes soft and powdery.

Inadequate Plaster Thickness

Plaster is applied in three coats over wood lath and metal lath—the scratch, brown, and finish coats. In three-coat work, the scratch coat and brown coat were sometimes applied on successive days to make up the required wall thickness. Using rock lath allowed the plasterer to apply one base coat and the finish coat—a two-coat job.

If a plasterer skimped on materials, the wall may not have sufficient plaster thickness to withstand the normal stresses within a building. The minimum total thickness for plaster on gypsum board (rock lath) is 1/2 inch. On metal lath the minimum thickness is 5/8 inch; and for wood lath it is about 3/4 to 7/8 inch. This minimum plaster thickness may affect the thickness of trim projecting from the wall's plane.

Improper Curing

Proper temperature and air circulation during curing are key factors in a durable plaster job. The ideal temperature for plaster to cure is between 55 to 70 degrees Fahrenheit. However, historic houses were sometimes plastered before window sashes were put in. There was no way to control temperature and humidity.

Dry Outs, Freezing, and Sweat-outs

When temperatures were too hot, the plaster would return to its original condition before it was mixed with water, that is, calcined gypsum. A plasterer would have to spray the wall with alum water to reset the plaster. If freezing occurred before the plaster had set, the job would simply have to be redone. If the windows were shut so that air could not circulate, the plaster was subject to sweat-out or rot. Since there is no cure for rotted plaster, the affected area had to be removed and replastered.

Moisture

Plaster applied to a masonry wall is vulnerable to water damage if the wall is constantly wet. When salts from the masonry substrate come in contact with water, they migrate to the surface of the plaster, appearing as dry bubbles or efflorescence. The source of the moisture must be eliminated before replastering the damaged area.

Sources of Water Damage

Moisture problems occur for several reasons. Interior plumbing leaks in older houses are common. Roofs may leak, causing ceiling damage. Gutters and downspouts may also leak, pouring rain water next to the building foundation. In brick buildings, dampness at the foundation level can wick up into the above-grade walls. Another common source of moisture is splashback. When there is a paved area next to a masonry building, rainwater splashing up from the paving can dampen masonry walls. In both cases water travels through the masonry and damages interior plaster. Coatings applied to the interior are not effective over the long run. The moisture problem must be stopped on the outside of the wall.

Repairing Historic Plaster

Many of the problems described above may not be easy to remedy. If major structural problems are found to be the source of the plaster problem, the structural problem should be corrected. Some repairs can be made by removing only small sections of plaster to gain access. Minor structural problems that will not endanger the building can generally be ignored. Cosmetic damages from minor building movement, holes, or bowed areas can be repaired without the need for wholesale demolition. However, it may be necessary to remove deteriorated plaster caused by rising damp in order for masonry walls to dry out. Repairs made to a wet base will fail again.

Canvassing Uneven Wall Surfaces

Uneven wall surfaces, caused by previous patching or by partial wallpaper removal, are common in old houses. As long as the plaster is generally sound, cosmetically unattractive plaster walls can be "wallpapered" with strips of a canvas or fabric-like material. Historically, canvassing covered imperfections in the plaster and provided a stable base for decorative painting or wallpaper.

Filling Cracks

Hairline cracks in wall and ceiling plaster are not a serious cause for concern as long as the underlying plaster is in good condition. They may be filled easily with a patching material. For cracks that reopen with seasonal humidity change, a slightly different method is used. First the crack is widened slightly with a sharp, pointed tool such as a crack widener or a triangular can opener. Then the crack is filled. For more persistent cracks, it may be necessary to bridge the crack with tape. In this instance, a fiberglass mesh tape is pressed into the patching material.

After the first application of a quick setting joint compound dries, a second coat is used to cover the tape, feathering it at the edges. A third coat is applied to even out the surface, followed by light sanding. The area is cleaned off with a damp sponge, then dried to remove any leftover plaster residue or dust.

When cracks are larger and due to structural movement, repairs need to be made to the structural system before repairing the plaster. Then, the plaster on each side of the crack should be removed to a width of about 6 inches down to the lath.

The debris is cleaned out, and metal lath applied to the cleared area, leaving the existing wood lath in place. The metal lath usually prevents further cracking. The crack is patched with an appropriate plaster in three layers (i.e., base coats and finish coat). If a crack seems to be expanding, a structural engineer should be consulted.

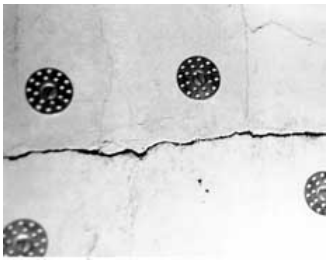
Replacing Delaminated Areas of the Finish Coat

Sometimes the finish coat of plaster comes loose from the base coat. In making this type of repair, the plasterer paints a liquid plaster-bonding agent onto the areas of base-coat plaster that will be replastered with a new lime finish coat. A homeowner wishing to repair small areas of delaminated finish coat can use the methods described in "Patching Materials."

In this New Hampshire residence dating from the 1790s, the original plaster was a single coat of lime, sand, and horsehair applied over split lath. A one-coat repair, in this case, is appropriate. Photo: John Leeke.

Patching Holes in Walls

For small holes (less than 4 inches in diameter) that involve loss of the brown and finish coats, the repair is made in two applications. First, a layer of base coat plaster is troweled in place and scraped back below the level of the existing plaster. When the base coat has set but not dried, more plaster is applied to create a smooth, level surface. One-coat patching is not generally recommended by plasterers because it tends to produce concave surfaces that show up when the work is painted. Of course, if the lath only had one coat of plaster originally, then a one-coat patch is appropriate.



Flat-head wood screws and plaster washers were used to reattach loose ceiling plaster to the wood lath. After the crack is covered with fiberglass mesh tape, all will be skim-coated with a patching compound. Photo: John Obed Curtis.

For larger holes where all three coats of plaster are damaged or missing down to the wood lath, plasterers generally proceed along these lines. First, all the old plaster is cleaned out and any loose lath is re-nailed. Next, a water mist is sprayed on the old lath to keep it from twisting when the new, wet plaster is applied, or better still, a bonding agent is used.

To provide more reliable keying and to strengthen the patch, expanded metal lath (diamond mesh) should be attached to the wood lath with tie wires or nailed over the wood lath with lath nails. The plaster is then applied in three layers over the metal lath, lapping each new layer of plaster over the old plaster so that old and new are evenly joined. This stepping is recommended to produce a strong, invisible patch. Also, if a patch is made in a plaster wall that is slightly wavy, the contour of the patch should be made to conform to the irregularities of the existing work. A flat patch will stand out from the rest of the wall.

Patching Holes in Ceilings

Hairline cracks and holes may be unsightly, but when portions of the ceiling come loose, a more serious problem exists. The keys holding the plaster to the ceiling have probably broken. First, the plaster around the loose plaster should be examined.

Keys may have deteriorated because of a localized moisture problem, poor quality plaster, or structural overloading; yet, the surrounding system may be intact. If the areas surrounding the loose area are in reasonably good condition, the loose plaster can be reattached to the lath using flathead wood screws and plaster washers. To patch a hole in the ceiling plaster, metal lath is fastened over the wood lath; then the hole is filled with successive layers of plaster, as described above.

This beaded ceiling in one of the bedrooms of the 1847 Lockwood House, Harpers Ferry, West Virginia, is missing portions of plaster due to broken keys. Photo: NPS files.

Establishing New Plaster Keys

If the back of the ceiling lath is accessible (usually from the attic or after removing floor boards), small areas of bowed-out plaster can be pushed back against the lath. A padded piece of plywood and braces are used to secure the loose plaster. After dampening the old lath and coating the damaged area with a bonding agent, a fairly liquid plaster mix (with a glue size retardant added) is applied to the backs of the lath, and worked into the voids between the faces of the lath and the back of the plaster. While this first layer is still damp, plaster-soaked strips of jute scrim are laid across the backs of the lath and pressed firmly into the first layer as reinforcement. The original lath must be secure, otherwise the weight of the patching plaster may loosen it.

Loose, damaged plaster can also be re-keyed when the goal is to conserve decorative surfaces or wallpaper. Large areas of ceilings and walls can be saved. This method requires the assistance of a skilled conservator—it is not a repair technique used by most plasterers.

The conservator injects an acrylic adhesive mixture through holes drilled in the face of the plaster (or through the lath from behind, when accessible). The loose plaster is held firm with plywood bracing until the adhesive bonding mixture sets. When complete, gaps between the plaster and lath are filled, and the loose plaster is secure.

Replastering Over the Old Ceiling

If a historic ceiling is too cracked to patch or is sagging (but not damaged from moisture), plasterers routinely keep the old ceiling and simply relath and replaster over it. This repair technique can be used if lowering the ceiling slightly does not affect other ornamental features. The existing ceiling is covered with 1x3-inch wood furring strips, one to each joist, and fastened completely through the old lath and plaster using a screw gun. Expanded metal lath or gypsum board lath is nailed over the furring strips. Finally, two or three coats are applied according to traditional methods. Replastering over the old ceiling saves time, creates much less dust than demolition, and gives added fire protection.

When ceiling repairs are made with wet plaster or with an injected adhesive mixture, the old loose plaster must be supported with a plywood brace until re-keying is complete. Photo: John Leeke.

When Damaged Plaster Cannot be Repaired—Replacement Options

Partial or complete removal may be necessary if plaster is badly damaged, particularly if the damage was caused by long-term moisture problems. Workers undertaking demolition should wear OSHA-approved masks because the plaster dust that flies into the air may contain decades of coal soot. Lead, from lead based paint, is another danger. Long-sleeved clothing and head-and-eye protection should be worn. Asbestos, used in the mid-twentieth century as an insulating and fireproofing additive, may also be present and OSHA-recommended precautions should be taken. If plaster in adjacent rooms is still in good condition, walls should not be pounded—a small trowel or pry bar is worked behind the plaster carefully in order to pry loose pieces off the wall.

When the damaged plaster has been removed, the owner must decide whether to replaster over the existing lath or use a different system. This decision should be based in part on the thickness of the original plaster and the condition of the original lath. Economy and time are also valid considerations. It is important to ensure that the wood trim around the windows and doors will have the same "reveal" as before. (The "reveal" is the projection of the wood trim from the surface of the plastered wall). A lath and plaster system that will give this required depth should be selected.

Replastering—Alternative Lath Systems for New Plaster

Replastering Old Wood Lath

When plasterers work with old lath, each lath strip is re-nailed and the chunks of old plaster are cleaned out. Because the old lath is dry, it must be thoroughly soaked before applying the base coats of plaster, or it will warp and buckle; furthermore, because the water is drawn out, the plaster will fail to set properly. As noted earlier, if new metal lath is installed over old wood lath as the base for new plaster, many of these problems can be avoided and the historic lath can be retained. The ceiling should still be sprayed unless a vapor barrier is placed behind the metal lath.

Replastering Over New Metal Lath

An alternative to reusing the old wood lath is to install a different lathing system. Galvanized metal lath is the most expensive, but also the most reliable in terms of longevity, stability, and proper keying. When lathing over open joists, the plasterer should cover the joists with kraft paper or a polyethylene vapor barrier. Three coats of wet plaster are applied consecutively to form a solid, monolithic unit with the lath. The scratch coat keys into the metal lath; the second, or brown, coat bonds to the scratch coat and builds the thickness; the third, or finish coat, consists of lime putty and gauging plaster.

Replastering Over New Rock Lath

It is also possible to use rock lath as a plaster base. Plasterers may need to remove the existing wood lath to maintain the woodwork's reveal. Rock lath is a 16x36-inch, 1/2-inch thick, gypsum-core panel covered with absorbent paper with gypsum crystals in the paper. The crystals in the paper bond the wet plaster and anchor it securely. This type of lath requires two coats of new plaster—the brown coat and the finish coat. The gypsum lath itself takes the place of the first, or scratch, coat of plaster.

Painting New Plaster

The key to a successful paint job is proper drying of the plaster. Historically, lime plasters were allowed to cure for at least a year before the walls were painted or papered. With modern ventilation, plaster cures in a shorter time; however, fresh gypsum plaster with a lime finish coat should still be perfectly dry before paint is applied—or the paint may peel. (Plasterers traditionally used the "match test" on new plaster. If a match would light by striking it on the new plaster surface, the plaster was considered dry.) Today it is best to allow new plaster to cure two to three weeks. A good alkaline-resistant

primer, specifically formulated for new plaster, should then be used. A compatible latex or oil-based paint can be used for the final coat.

A Modern Replacement System—Veneer Plaster

Using one of the traditional lath and plaster systems provides the highest quality plaster job. However, in some cases, budget and time considerations may lead the owner to consider a less expensive replacement alternative. Designed to reduce the cost of materials, a more recent lath and plaster system is less expensive than a two-or-three coat plaster job, but only slightly more expensive than drywall. This plaster system is called veneer plaster.

The system uses gypsum-core panels that are the same size as drywall (4x8 feet), and specially made for veneer plaster. They can be installed over furring channels to masonry walls or over old wood lath walls and ceilings. Known most commonly as "blue board," the panels are covered with a special paper compatible with veneer plaster. Joints between the 4-foot wide sheets are taped with fiberglass mesh, which is bedded in the veneer plaster. After the tape is bedded, a thin, 1/16-inch coat of high-strength veneer plaster is applied to the entire wall surface. A second veneer layer can be used as the "finish" coat, or the veneer plaster can be covered with a gauged lime finish-coat—the same coat that covers ordinary plaster.

Although extremely thin, a two-coat veneer plaster system has a 1,500 psi rating and is thus able to withstand structural movements in a building or surface abrasion. With either a veneer finish or a gauged lime putty finish coat, the room will be ready for painting almost immediately. When complete, the troweled or textured wall surface looks more like traditional plaster than drywall.

The thin profile of the veneer system has an added benefit, especially for owners of uninsulated masonry buildings. Insulation can be installed between the pieces of furring channel used to attach blue board to masonry walls. This can be done without having to fur out the window and door jambs. The insulation plus the veneer system will result in the same thickness as the original plaster. Occupants in the rooms will be more comfortable because they will not be losing heat to cold wall surfaces.

Patching Materials

Plasterers generally use ready-mix base-coat plaster for patching, especially where large holes need to be filled. The ready-mix plaster contains gypsum and aggregate in proper proportions. The plasterer only needs to add water.

Another mix plasterers use to patch cracks or small holes, or for finish-coat repair, is a "high gauge" lime putty (50 percent lime; 50 percent gauging plaster). This material will produce a white, smooth patch. It is especially suitable for surface repairs.

Although property owners cannot duplicate the years of accumulated knowledge and craft skills of a professional plasterer, there are materials that can be used for do-it-yourself repairs. For example, fine cracks can be filled with an all-purpose drywall joint compound. For bridging larger cracks using fiberglass tape, a homeowner can use a "quicksetting" joint compound. This compound has a fast drying time—60, 90, or 120 minutes. Quick-setting joint compound dries because of a chemical reaction, not because of water evaporation. It shrinks less than all-purpose joint compound and has much the same workability as ready-mix base-coat plaster. However, because quick-set joint compounds are hard to sand, they should only be used to bed tape or to fill large holes. All-purpose point compound should be used as the final coat prior to sanding.

Homeowners may also want to try using a ready-mix perlited base-coat plaster for scratch and brown coat repair. The plaster can be hand-mixed in small quantities, but bagged ready-mix should be protected from ambient moisture. A "millmixed pre-gauged" lime finish coat plaster can also be used by homeowners. A base coat utilizing perlite or other lightweight aggregates should only be used for making small repairs (less than 4 ft. patches). For large-scale repairs and entire room replastering, see the precautions in Table 1 for using perlite.

Homeowners may see a material sold as "patching plaster" or "plaster of Paris" in hardware stores. This dry powder cannot be used by itself for plaster repairs. It must be combined with lime to create a successful patching mixture.

When using a lime finish coat for any repair, wait longer to paint, or use an alkaline-resistant primer.

Summary and References

The National Park Service recommends retaining historic plaster if at all possible. Plaster is a significant part of the "fabric" of the building. Much of the building's history is documented in the layers of paint and paper found covering old plaster. For buildings with decorative painting, conservation of historic flat plaster is even more important. Consultation with the National Park Service, with State Historic Preservation Officers, local preservation organizations, historic preservation consultants, or with the Association for Preservation Technology is recommended. Where plaster cannot be repaired or

conserved using one of the approaches outlined in this Brief, documentation of the layers of wallpaper and paint should be undertaken before removing the historic plaster. This information may be needed to complete a restoration plan.

Plaster Terms

Scratch coat. The first base coat put on wood or metal lath. The wet plaster is "scratched" with a scarifier or comb to provide a rough surface so the next layer of base coat will stick to it.

Brown coat. The brown coat is the second application of wet, base-coat plaster with wood lath or metal systems. With gypsum board lath (rock lath, plasterboard), it is the only base coat needed.

Finish coat. Pure lime, mixed with about 35 percent gauging plaster to help it harden, is used for the very thin surface finish of the plaster wall. Fine sand can be added for a sanded finish coat.

Casing Bead. Early casing bead was made of wood. In the 19th century, metal casing beads were sometimes used around fireplace projections, and door and window openings. Like a wood ground, they indicate the proper thickness for the plaster.

Corner Bead. Wire mesh with a rigid metal spline used on outside corners. Installing the corner bread plumb is important.

Outside corners. Installing the corner bead plumb is important.

Cornerite. Wire mesh used on inside corners of adjoining walls and ceilings. It keeps corners from cracking.

Ground. Plasterers use metal or wood strips around the edges of doors and windows and at the bottom of walls. These grounds help keep the plaster the same thickness and provide a stopping edge for the plaster. Early plaster work, however, did not use grounds. On early buildings, the woodwork was installed and primed before plastering began. Some time in the early 19th century, a transition occurred, and plasterers applied their wall finish before woodwork was installed.

Gypsum. Once mined from large gypsum quarries near Paris (thus the name plaster of Paris), gypsum in its natural form is calcium sulfate. When calcined (or heated), one-and-a-half water molecules are driven off, leaving a hemi-hydrate of calcium sulfate. When mixed with water, it becomes calcium sulfate again. While gypsum was used in base-coat plaster from the 1890s on, it has always been used in finish coat and decorative plaster. For finish coats, gauging plaster was added to lime putty; it causes the lime to harden. Gypsum is also the ingredient in moulding plaster, a finer plaster used to create decorative moldings in ornamental plaster work.

Lime. Found in limestone formations or shell mounds, naturally occurring lime is calcium carbonate. When heated, it becomes calcium oxide. After water has been added, it becomes calcium hydroxide. This calcium hydroxide reacts with carbon dioxide in the air to recreate the original calcium carbonate.

Screed. Screeds are strips of plaster run vertically or horizontally on walls or ceilings. They are used to plumb and straighten uneven walls and level ceilings. Metal screeds are used to separate different types of plaster finishes or to separate lime and cement plasters.

Acknowledgements

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This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Technical Preservation Services (TPS), National Park Service prepares standards, guidelines, and other educational materials on responsible historic preservation treatments for a broad public.

October 1989

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1. U.S. DEPARTMENT OF THE INTERIOR PRESERVATION BRIEFS

   A. Preservation Brief 18

   B. Preservation Brief 28

   C. Preservation Brief 32

   The above mentioned Preservation Briefs are attached to this document.

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Some of the web versions of the Preservation Briefs differ somewhat from the printed versions. Many illustrations are new and in color; Captions are simplified and some complex charts are omitted. To order hard copies of the Briefs, see Printed Publications.

PRESERVATION BRIEFS

18

Rehabilitating Interiors in Historic Buildings: Identifying and Preserving Character-Defining Elements

H. Ward Jandl

Identifying and Evaluating

Recommended Approaches

Meeting Building, Life Safety and Fire Codes

Sources of Assistance

Protecting Interior Elements

Summary and References

Reading List

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Detail of carving on interior shutter. Hammond-Harwood House, Annapolis, Maryland. Photo: NPS files.

A floor plan, the arrangement of spaces, and features and applied finishes may be individually or collectively important in defining the historic character of the building and the purpose for which it was constructed. Thus, their identification, retention, protection, and repair should be given prime consideration in every preservation project. Caution should be exercised in developing plans that would radically change character-defining spaces or that would obscure, damage or destroy interior features or finishes.

The interiors of mills and industrial buildings are frequently open, unadorned spaces with exposed structural elements. While these spaces can serve many new uses, the floor to ceiling height and exposed truss system are character-defining features that should be retained in rehabilitation. Photo: NPS files.

While the exterior of a building may be its most prominent visible aspect, or its "public face," its interior can be even more important in conveying the building's history and development over time. Rehabilitation within the context of the Secretary of the Interior's Standards for Rehabilitation calls for the preservation of exterior and interior portions or features of the building that are significant to its historic, architectural and cultural values.

Interior components worthy of preservation may include the building's plan (sequence of spaces and circulation patterns), the building's spaces (rooms and volumes), individual architectural features, and the various finishes and materials that make up the walls, floors, and ceilings. A theater auditorium or sequences of rooms such as double parlors or a lobby leading to a stairway that ascends to a mezzanine may comprise a building's most important spaces. Individual rooms may contain notable features such as plaster cornices, millwork, parquet wood floors, and hardware. Paints, wall coverings, and finishing techniques such as graining, may provide color, texture, and patterns which add to a building's unique character.

Virtually all rehabilitations of historic buildings involve some degree of interior alteration, even if the buildings are to be used for their original purpose. Interior rehabilitation proposals may range from preservation of existing features and spaces to total reconfigurations. In some cases, depending on the building, restoration may be warranted to preserve historic character adequately; in other cases, extensive alterations may be perfectly acceptable.

Not only are the features of this early 20th century interior worthy of preservation, the planned sequence of spaces impart a grandeur that is characteristic of high style residences of the period. Photo: Jack E. Boucher, HABS collection.

This Preservation Brief has been developed to assist building owners and architects in identifying and evaluating those elements of a building's interior that contribute to its historic character and in planning for the preservation of those elements in the process of rehabilitation. The guidance applies to all building types and styles, from 18th century churches to 20th century office buildings. The Brief does not attempt to provide specific advice on preservation techniques and treatments, given the vast range of buildings, but rather suggests general preservation approaches to guide construction work.

Identifying and Evaluating the Importance of Interior Elements Prior to Rehabilitation

Before determining what uses might be appropriate and before drawing up plans, a thorough professional assessment should be undertaken to identify those tangible architectural components that, prior to rehabilitation, convey the building's sense of time and place—that is, its "historic character." Such an assessment, accomplished by walking through and taking account of each element that makes up the interior, can help ensure that a truly compatible use for the building, one that requires minimal alteration to the building, is selected.

Researching The Building's History

A review of the building's history will reveal why and when the building achieved significance or how it contributes to the significance of the district. This information helps to evaluate whether a particular rehabilitation treatment will be appropriate to the building and whether it will preserve those tangible components of the building that convey its significance for association with specific events or persons along with its architectural importance. In this regard, National Register files may prove useful in explaining why and for what period of time the building is significant. In some cases research may show that later alterations are significant to the building; in other cases, the alterations may be without historical or architectural merit, and may be removed in the rehabilitation.

Identifying Interior Elements

Interiors of buildings can be seen as a series of primary and secondary spaces. The goal of the assessment is to identify which elements contribute to the building's character and which do not. Sometimes it will be the sequence and flow of spaces, and not just the individual rooms themselves, that contribute to the building's character. This is particularly evident in buildings that have strong central axes or those that are consciously asymmetrical in design. In other cases, it may be the size or shape of the space that is distinctive.

Many institutional buildings possess distinctive spaces or floor plans that are important in conveying the significance of the property. This grand hall, which occupies the entire floor of the building, could not be subdivided without destroying the integrity of the space. Photo: NPS files.

The importance of some interiors may not be readily apparent based on a visual inspection; sometimes rooms that do not appear to be architecturally distinguished are associated with important persons and events that occurred within the building.

Primary spaces, are found in all buildings, both monumental and modest. Examples may include foyers, corridors, elevator lobbies, assembly rooms, stairhalls, and parlors. Often they are the places in the building that the public uses and sees; sometimes they are the most architecturally detailed spaces in the building, carefully proportioned and finished with costly materials. They may be functionally and architecturally related to the building's external appearance. In a simpler building, a primary space may be distinguishable only by its location, size, proportions, or use. Primary spaces are always important to the character of the building and should be preserved.

Secondary spaces are generally more utilitarian in appearance and size than primary spaces. They may include areas and rooms that service the building, such as bathrooms, and kitchens. Examples of secondary spaces in a commercial or office structure may include storerooms, service corridors, and in some cases, the offices themselves. Secondary spaces tend to

The interior of this 19th worker's house has not been properly maintained, but it may be as important historically as a richly ornamented interior. Its wide baseboards, flat window trim, and four-panel door should be carefully preserved in a rehabilitation project. Photo: NPS files.

be of less importance to the building and may accept greater change in the course of work without compromising the building's historic character.

Spaces are often designed to interrelate both visually and functionally. The sequence of spaces, such as vestibule-hall-parlor or foyer-lobby-stair-auditorium or stairhall-corridor-classroom, can define and express the building's historic function and unique character. Important sequences of spaces should be identified and retained in the rehabilitation project.

Floor plans may also be distinctive and characteristic of a style of architecture or a region. Examples include Greek Revival and shotgun houses. Floor plans may also reflect social, educational, and medical theories of the period. Many 19th century psychiatric institutions, for example, had plans based on the ideas of Thomas Kirkbride, a Philadelphia doctor who authored a book on asylum design.

In addition to evaluating the relative importance of the various spaces, the assessment should identify architectural features and finishes that are part of the interior's history and character. Marble or wood wainscoting in corridors, elevator cabs, crown molding, baseboards, mantels, ceiling medallions, window and door trim, tile and parquet floors, and staircases are among those features that can be found in historic buildings. Architectural finishes of note may include grained woodwork, marbleized columns, and plastered walls. Those features that are characteristic of the building's style and period of construction should, again, be retained in the rehabilitation.

Features and finishes, even if machine-made and not exhibiting particularly fine craftsmanship, may be character defining; these would include pressed metal ceilings and millwork around windows and doors. The interior of a plain, simple detailed worker's house of the 19th century may be as important historically as a richly ornamented, high-style townhouse of the same period. Both resources, if equally intact, convey important information about the early inhabitants and deserve the same careful attention to detail in the preservation process.

The location and condition of the building's existing heating, plumbing, and electrical systems also need to be noted in the assessment. The visible features of historic systems—radiators, grilles, light fixtures, switchplates, bathtubs, etc.—can contribute to the overall character of the building, even if the systems themselves need upgrading.

Assessing Alterations and Deterioration

In assessing a building's interior, it is important to ascertain the extent of alteration and deterioration that may have taken place over the years; these factors help determine what degree of change is appropriate in the project. Close examination of existing fabric and original floorplans, where available, can reveal which alterations have been additive, such as new partitions inserted for functional or structural reasons and historic features covered up rather than destroyed. It can also reveal which have been subtractive, such as key walls removed and architectural features destroyed. If an interior has been modified by additive changes and if these changes have not acquired significance, it may be relatively easy to remove the alterations and return the interior to its historic appearance. If an interior has been greatly altered through subtractive changes, there may be more latitude in making further alterations in the process of rehabilitation because the integrity of the interior has been compromised. At the same time, if the interior had been exceptionally significant, and solid documentation on its historic condition is available, reconstruction of the missing features may be the preferred option.

This corridor has glazed walls, oak trim, and marble wainscotting, typical of those found in the late 19th and early 20th century office buildings. Corridors such as this,

It is always a recommended practice to photograph interior spaces and features thoroughly prior to rehabilitation. Measured floor plans showing the existing conditions are extremely useful. This documentation is invaluable in drawing up rehabilitation plans and specifications and in assessing the impact of changes to the property for historic preservation certification purposes.

Drawing Up Plans and Executing Work

If the historic building is to be rehabilitated, it is critical that the new use not require substantial alteration of distinctive spaces or removal of character-defining architectural features or finishes. If an interior loses the physical vestiges of its past as well as its historic function, the sense of time and place associated both with the building and the district in which it is located is lost.

The recommended approaches that follow address common problems associated with the rehabilitation of historic interiors and have been adapted from the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Adherence to these suggestions can help ensure that character-defining interior elements are preserved in

displaying simple detailing, should be a priority in rehabilitation projects involving commercial buildings. Photo: NPS files.

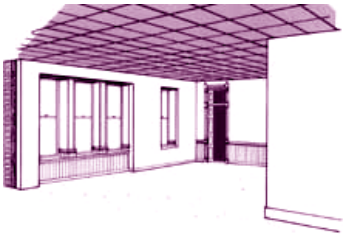
the process of rehabilitation. The checklist covers a range of situations and is not intended to be all-inclusive. Readers are strongly encouraged to review the full set of guidelines before undertaking any rehabilitation project.

Recommended Approaches for Rehabilitating Historic Interiors

1. Retain and preserve floor plans and interior spaces that are important in defining the overall historic character of the building. This includes the size, configuration, proportion, and relationship of rooms and corridors; the relationship of features to spaces; and the spaces themselves such as lobbies, reception halls, entrance halls, double parlors, theaters, auditoriums, and important industrial or commercial use spaces. Put service functions required by the building's new use, such as bathrooms, mechanical equipment, and office machines, in secondary spaces.

2. Avoid subdividing spaces that are characteristic of a building type or style or that are directly associated with specific persons or patterns of events. Space may be subdivided both vertically through the insertion of new partitions or horizontally through insertion of new floors or mezzanines. The insertion of new additional floors should be considered only when they will not damage or destroy the structural system or obscure, damage, or destroy character-defining spaces, features, or finishes. If rooms have already been subdivided through an earlier insensitive renovation, consider removing the partitions and restoring the room to its original proportions and size.

3. Avoid making new cuts in floors and ceilings where such cuts would change character-defining spaces and the historic configuration of such spaces. Inserting of a new atrium or a lightwell is appropriate only in very limited situations where the existing interiors are not historically or architecturally distinguished.



Furring out exterior walls to add insulation and suspending new ceilings to hide ductwork can change a room's proportions and cause interior features to appear fragmented. The interior character of this school classroom that was converted to apartment use has been destroyed. Drawing: Neal A. Vogel

4. Avoid installing dropped ceilings below ornamental ceilings or in rooms where high ceilings are part of the building's character. In addition to obscuring or destroying significant details, such treatments will also change the space's proportions. If dropped ceilings are installed in buildings that lack character-defining spaces, such as mills and factories, they should be well set back from the windows so they are not visible from the exterior.

5. Retain and preserve interior features and finishes that are important in defining the overall historic character of the building. This might include columns, doors, cornices, baseboards, fireplaces and mantels, paneling, light fixtures, elevator cabs, hardware, and flooring; and wallpaper, plaster, paint, and finishes such as stenciling, marbleizing, and graining; and other decorative materials that accent interior features and provide color, texture, and patterning to walls, floors, and ceilings.

6. Retain stairs in their historic configuration and to location. If a second means of egress is required, consider constructing new stairs in secondary spaces. The application of fire-retardant coatings, such as intumescent paints; the installation of fire suppression systems, such as sprinklers; and the construction of glass enclosures can in many cases permit retention of stairs and other character-defining features.

7. Retain and preserve visible features of early mechanical systems that are important in defining the overall historic character of the building, such as radiators, vents, fans, grilles, plumbing fixtures, switchplates, and lights. If new heating, air conditioning, lighting and plumbing systems are installed, they should be done in a way that does not destroy character-defining spaces, features and finishes. Ducts, pipes, and wiring should be installed as inconspicuously as possible: in secondary spaces, in the attic or basement if possible, or in closets.

8. Avoid "furring out" perimeter walls for insulation purposes. This requires unnecessary removal of window trim and can change a room's proportions. Consider alternative means of improving thermal performance, such as installing insulation in attics and basements and adding storm windows.

Plaster has been removed from perimeter walls, leaving brick exposed. The plaster should have been retained and repaired, as necessary. Photo: NPS files.

9. Avoid removing paint and plaster from traditionally finished surfaces, to expose masonry and wood. Conversely, avoid painting previously unpainted millwork. Repairing deteriorated plasterwork is encouraged. If the plaster is too deteriorated to save, and the walls and ceilings are not highly ornamented, gypsum board may be an acceptable replacement material. The use of paint colors appropriate to the period of the building's construction is encouraged.

10. Avoid using destructive methods—propane and butane torches or sandblasting—to remove paint or other coatings from historic features. Avoid harsh cleaning agents that can change the appearance of wood.

Meeting Building, Life Safety and Fire Codes

Buildings undergoing rehabilitation must comply with existing building, life safety and fire codes. The application of codes to specific projects varies from building to building, and town to town. Code requirements may make some reuse proposals impractical; in other cases, only minor changes may be needed to bring the project into compliance. In some situations, it may be possible to obtain a code variance to preserve distinctive interior features. (It should be noted that the Secretary's Standards for Rehabilitation take precedence over other regulations and codes in determining whether a rehabilitation project qualifies for Federal tax benefits.) A thorough understanding of the applicable regulations and close coordination with code officials, building inspectors, and fire marshals can prevent the alteration of significant historic interiors.

Sources of Assistance

Rehabilitation and restoration work should be undertaken by professionals who have an established reputation in the field.

Given the wide range of interior work items, from ornamental plaster repair to marble cleaning and the application of graining, it is possible that a number of specialists and subcontractors will need to be brought in to bring the project to completion. State Historic Preservation Officers and local preservation organizations may be a useful source of information in this regard. Good sources of information on appropriate preservation techniques for specific interior features and finishes include the Bulletin of the Association for Preservation Technology and The Old-House Journal; other useful publications are listed in the bibliography.

Protecting Interior Elements During Rehabilitation

Architectural features and finishes to be preserved in the process of rehabilitation should be clearly marked on plans and at the site. This step, along with careful supervision of the interior demolition work and protection against arson and vandalism, can prevent the unintended destruction of architectural elements that contribute to the building's historic character.

Protective coverings should be installed around architectural features and finishes to avoid damage in the course of construction work and to protect workers. Staircases and floors, in particular, are subjected to dirt and heavy wear, and the risk exists of incurring costly or irreparable damage. In most cases, the best, and least costly, preservation approach is to design and construct a protective system that enables stairs and floors to be used yet protects them from damage. Other architectural features such as mantels, doors, wainscoting, and decorative finishes may be protected by using heavy canvas or plastic sheets.

Summary and References

In many cases, the interior of a historic building is as important as its exterior. The careful identification and evaluation of interior architectural elements, after undertaking research on the building's history and use, is critically important before changes to the building are contemplated. Only after this evaluation should new uses be decided and plans be drawn up. The best rehabilitation is one that preserves and protects those rooms, sequences of spaces, features and finishes that define and shape the overall historic character of the building.

After rehabilitation, this severly deteriorated space was returned to its original elegance. Plaster was repaired and repainted; scagliola colums were restored to match marble; and missing decorative metalwork was re-installed in front of the windows. Photo: Carol M. Highsmith.

Acknowledgements

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This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Technical Preservation Services (TPS), National Park Service prepares standards, guidelines, and other educational materials on responsible historic preservation treatments for a broad public.

October 1988

Reading List

There are few books written exclusively on preserving historic interiors, and most of these tend to focus on residential interiors. Articles on the subject appear regularly in The Old-House Journal, the Bulletin of the Association for Preservation Technology, and Historic Preservation Magazine.

Ferro, Maximilian L., and Melissa L. Cook. *Electric Wiring and Lighting in Historic American Buildings*. New Bedford, Massachusetts: AFC/A Nortek Company, 1984.

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Labine, Clem, and Carolyn Flaherty (editors). *The Old-House Journal Compendium*. Woodstock, New York: The Overlook Press, 1980.

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U.S. Department of Housing and Urban Development. *Rehabilitation Guidelines, volume 111*. Washington, D.C.: U.S. Department of Housing and Urban Development, 1980-84.

Winkler, Gail Caskey, and Roger W. Moss. *Victorian Interior Decoration: American Interiors 1830-1900*. New York: Henry Holt and Company, 1986.

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PRESERVATION BRIEFS

28

Painting Historic Interiors

Sara B. Chase

Constituents of Historic Paint

Oil-Based and Water-Based Paints

Pre-1875 Paints

Factory-Made Paints after 1875

20th Century Paints

Paint Investigation

Choosing a Treatment

Identifying Deteriorated and Damaged Paint Surfaces

Choosing Modern Paint Types/Finish Coats

Applying Interior Paints

Summary and References

Reading List

Download the PDF

Restoration of decorative paint finishes. Photo: Sara B. Chase.

The paint Americans used in the past is undeniably part of a technological and commercial record. But beyond that, the colors we have chosen and continue to select for our interior living and working spaces—bright and exuberant, purposefully somber, or a combination of hues—reflect our nation's cultural influences and our individual and collective spirit. Paint color is a simple, direct expression of the time, and of taste, values, and mood. To consider paint only as a protective coating is to misunderstand its meaning as an important aspect of America's heritage.

This Brief is about historic interior paints and choosing new paints for historic interiors if repainting is necessary or desirable. It addresses a variety of materials and features: plaster walls and ceilings; wooden doors, molding, and trim; and metal items such as radiators and railings. It provides background information about some of the types of paint which were used in the past, discusses the more common causes and effects of interior paint failure, and explains the principal factors guiding decisions about repainting, including what level of paint investigation may be appropriate. Careful thought should be given to each interior paint project, depending on the history of the building and its painted surfaces. Treatments may range from protecting extant decorative surfaces, to ordering custommade paint that replicates the original paint color, to using today's paint straight off the shelf and out of the can.

Researching the interior paint history is the key to a successful preservation or restoration project. The decorative detailing can be appreciated in this Puerto Rico Theater primarily because of appropriate paint color and paint placement. Photo: Max Toro.

Finally, stripping old paints or applying new oil/alkyd paints poses serious health and safety concerns; the State Historic Preservation Officer should be contacted for current legal and technical information on removal, disposal, and health and safety precautions.

Constituents of Historic Paint: Pigment, Binder, and Vehicle

Paint is a dispersion of small solid particles, usually crystalline, in a liquid medium. Applied to a surface, this liquid has the special quality of becoming a solid, protective film when it dries. Paint also enhances the appearance of surfaces. A late Victorian writer observed that the coming of a painter to a house was cause for celebration. Indeed, these statements not only indicate the chemical and physical complexity of paint, but also its emotional impact.

Pigment

Pigment made the paint opaque, thus preventing deterioration of the substrate caused by ultraviolet light, and added color, thus making the paint attractive. White lead, a whitish corrosion product of lead, was most often used to provide opacity. The white pigment in a colored paint is often called the "hiding" pigment. In addition to preventing the sun's damaging rays from hitting the surface of the substrate, the white lead also helped prevent the growth of mold and mildew. Not until early in the 20th century was a successful substitute, titanium dioxide (TiO_2), patented, and even then, it did not come into prevalent use by itself until the mid-20th century (earlier in the century, titanium oxide and white lead were often mixed). Zinc oxide was used briefly as a hiding pigment after 1850.

There were numerous companies producing white lead in the United States by mid-19th century. Shown is one manufacturer's flyer. Photo: NPS files.

Early tinting pigments for house paints consisted of the earth pigments—ochres, siennas, umbers made from iron-oxide containing clay—and a few synthesized colorants such as Prussian blue, or mercuric sulfide (crimson). From the early 1800s on more pigments were developed and used to offer a wider and brighter variety of hues.

Binder

The most common binder in interior paints was, and still is, oil. Chalk was sometimes added to waterbased paints to help bind the pigment particles together. Other common binders included hide glue and gelatin.

Vehicle

The fluid component was termed the vehicle, or medium, because it carried the pigment. Historically, vehicles included turpentine in oil paints and water in waterbased paints, but other vehicles were sometimes used, such as milk in casein paints.

Oil-Based and Water-Based Paints

The two major types of paint are termed oil-based and water-based. For oilbased paints, linseed oil was frequently chosen because it is a drying oil. When thinned with an organic solvent such as turpentine for easier spreading, its drying speed was enhanced. To make the drying even faster, drying agents such as cobalt compounds were frequently added. Because the addition of driers was most successfully done in hot or boiling oil, boiled linseed oil was preferable. The drying rate of linseed oil paints was relatively rapid at first, for several days immediately after application, and paint soon felt dry to the touch; it is important to remember, however, that linseed oil paint continues to dry—or more precisely, to crosslink—over decades and thus continues to a point of brittleness as the paint ages. Strong and durable with a surface sheen, oil-based paints were mainly used for wood trim and metal.

Whitewashes and distemper paints differed from oil paints in appearance primarily because the vehicle was water. Waterbased paints were always flat, having no gloss of their own. Because the paint film dried to the touch as soon as the water evaporated, driers were not needed. Waterbase paints were fairly strong, with the pigments well bound as in hide glue distempers, but they did not hold up to abrasion. Wood trim, therefore, was rarely painted with these types of paint historically, though interior plaster surfaces were frequently coated with whitewash and calcimine. Distemper paints were commonly used for decorative work.

Recent Changes to Paint Constituents

Until the mid-20th century, almost all paints used in America could be divided according to the type of binder each had. Chemists sought to improve paints, especially when the two world wars made traditional paint components scarce and expensive. Modern paints are far more complex chemically and physically than early paints. More ingredients have been added to the simple threepart system of pigment, binder, and vehicle. Fillers or extenders such as clay and chalk were put in to make oil paints flow better and to make them cheaper as well. Mildewcides and fungicides were prevalent and popular

until their environmental hazards were seen to outweigh their benefits. New formulations which retard the growth of the mildew and fungi are being used. As noted, lead was eliminated after 1950. Most recently, volatile organic solvents in oil paint and thinners have been categorized as environmentally hazardous.

A major difference in modern paints is the change in binder from the use of natural boiled linseed oil to an alkyd oil which is generally derived from soybean or safflower oil. Use of synthetic resins, such as acrylics and epoxies, has become prevalent in paint manufacture in the last 30 years or so. Acrylic resin emulsions in latex paints, with water thinners, have also become common.

Types of Historic Paints

Historic paints were often made with what was available, rather than adhering to strict formulas. Recipes for successful formulas can be found in historic documents, such as newspapers, illustrating the combinations of ingredients which could be used to produce a paint.

Oil-based paints: Linseed oil, a volatile thinner such as turpentine; a hiding pigment (usually white lead) and coloring pigments.

Enamels: natural resin varnish was added to oil-based paint to provide a hard, more glossy surface.

Glaze: a translucent layer applied to protect the paint and to impart a more uniform gloss surface. Usually made from linseed oil with natural resin varnish added. Some glazes have small quantities of tinting pigments such as verdigris or Prussian blue; some had no pigments added.

Water-based paints: Water, pigment, and a binder, such as hide glue, other natural glues, or gums. Usually used on interior plaster surfaces.

Whitewash: often used on interior plaster surfaces in utilitarian spaces and, at times, used on interior beams; consisted of water, slaked lime, salt, and a variety of other materials. Occasionally a pigment (usually an ochre or other earth pigment) was added to provide tint or color.

Distemper: used for interior applications, were made from water, glues (one or more different natural glues, gelatine, and gums) with whiting as the basic white pigment to which other tinting pigments were added.

Calcimine, or kalsomine: often used on interior surfaces and is another common name for distemper.

Tempera: paint prepared with pigment, egg yolk or white and water; used almost exclusively for decorative treatments.

Gouache: a waterbased paint made of whiting, pigment, water, and gum arabic as the binder; used almost exclusively for decorative treatments.

Milk-based paint

Casein: also called milk paint, was made with hydrated (slaked) lime, pigment, and milk. Most often oil was added, making a strong emulsion paint. Various recipes call for a large variety of additives to increase durability. Casein paints were also used for exterior surfaces.

Pre-1875 Paints

Production and Appearance

How were paints made prior to the widespread use of factory-made paint after 1875? How did they look? The answers to these questions are provided more to underscore the differences between early paints and today's paints than for practical purposes. Duplicating the composition and appearance of historic paints, including the unevenness of color, the irregularity of surface texture, the depth provided by a glaze top coat, and the directional lines of application, can be extremely challenging to a contemporary painter who is using modern materials.

The pigments used in early paints were coarsely and unevenly ground, and they were dispersed in the paint medium by hand; thus, there is a subtle unevenness of color across the surface of many pre-1875 paints. The dry pigments had to be ground in oil to form a paste and the paste had to be successively thinned with more oil and turpentine before the paint was ready for application. The thickness of the oil medium produced the shiny surface desired in the 18th century. In combination with the cylindrical (or round) shaped brushes with wood handles and boar bristles, it also produced a paint film with a surface texture of brush strokes.

Geographical Variation

The early churches and missions built by the French in Canada and the Spanish in the southwestern United States often had painted decoration on whitewashed plaster walls,

The Boston Stone (1737), a surviving relic of early paint production, was used for pigment grinding in the shop of Thomas Child of Boston, a London-trained painter and stainer. Photo: Courtesy, SPNEA.

done with early waterbased paints. By the mid-17th century oil paint was applied to wood trim in many New England houses, and whitewash was applied to walls. These two types of paint, one capable of highly decorative effects such as imitating marble or expensive wood and the other cheap to make and relatively easy to apply, brightened and enhanced American interiors. In cities such as Boston, Philadelphia, New York, and later, Washington, painters and stainers who were trained guildsmen from England practiced their craft and instructed apprentices. The painter's palette of colors included black and white and grays, buffs and tans, ochre yellows and iron oxide reds, and greens (from copper compounds) as well as Prussian blue. That such painting was valued and that a glossy appearance on wood was important are substantiated by evidence of clear and tinted glazes which may be found by microscopic examination.

Brush Marks

Early paints did not dry out to a flat level surface. Leveling, in fact, was a property of paint that was much sought after later, but until well into the 19th century, oil paints and whitewashes showed the signs of brush marks. Application therefore was a matter of stroking the brush in the right direction for the best appearance. The rule of thumb was to draw the brush in its final stokes in the direction of the grain of the wood. Raisedfield paneling, then, required that the painter first cover the surface with paint and afterward draw the brush carefully along the vertical areas from bottom to top and along the top and bottom bevels of the panel horizontally from one side to the other.

In the 19th and early 20th centuries, for very fine finishes, several coats were applied with each coat being rubbed down with rotten stone or pumice after drying. A four to five coat application was typical; however nine coats were not uncommon at the end of the century for finishes in some of the grand mansions. Generally, they were given a final glaze finish. Though expensive, this type of finish would last for decades and give a rich, smooth appearance.

Color

Color matching is complicated by the fact that all early paints were made by hand. Each batch of paint, made by painters using books of paint "recipes" or using their own experience and instincts, might well have slight variations in color—a little darker or lighter, a little bluer and so on. The earliest known book of paint formulations by an American painter is the 1812 guide by Hezekiah Reynolds. It gives instructions for the relative quantities of tinting pigments to be added to a base, but even with proportions held constant, the amount of mixing, or dispersion, varied from workman to workman and resulted in color variations.

Knowing all of the facts about early paints can aid in microscopic paint study. For example, finding very finely and evenly ground pigments, equally dispersed throughout the ground or vehicle, is an immediate clue that the paint was not made by hand but, rather, in a factory.

By the first decades of the 19th century more synthetic pigments were available—chrome yellow, chrome green, and shades of red. Discoveries of light, bright, clear colors in the plaster and mosaic decoration of dwellings at Pompeii caught the fancy of many Americans and came together with the technology of paint to make for a new palette of choice, with more delicacy than many of the somewhat greyeddown colors of the 18th century. Of course, the blues which could be produced with Prussian blue in the 18th and 19th centuries were originally often strong in hue. That pigment—as were a number of others— is fugitive, that is, it faded fairly quickly and thus softened in appearance. It should be remembered that high style houses from the mid-17th to late 19th centuries often had wallpaper rather than paint on the walls of the important rooms and hallways.

Glossy/Flat

Another paint innovation of the early 19th century was the use of flatter oil paints achieved by adding more turpentine to the oil, which thus both thinned and flatted them. By the 1830s the velvety look of flat paint was popular.

Wherever decorative plaster was present, as it frequently was during the height of the Federal period, distemper paints were the coating of choice. Being both thin and readily removable with hot water, they permitted the delicate plaster moldings and elaborate floral or botanical elements to be protected and tinted but not obscured by the buildup of many paint layers. (The use of waterbased paints on ceilings continued through the Victorian years for the same reasons.)

Unfortunately, flat paints attract dirt, which is less likely to adhere to high gloss surfaces, and are thus harder to wash. Victorians tended to use high gloss clear (or tinted) finishes such as varnish or shellac on much of their wood trim and to use flat or oil paints on walls and ceilings.

Decorative Painting

In interiors, paint could be used creatively and imaginatively, most often to decorate rather than to protect. Decorative forms included stencilling, graining and marbleizing, and trompe l'oeil. Stencilling. Stencilled designs on walls were often

The task of preserving or restoring decorative work, such as the complex stencilling shown here, should only be undertaken by professionals who have specialized training. Photo: Alexis Elza.

used in the first half of the 19th century in place of wallpaper. Old Sturbridge Village, in Massachusetts, has paintings showing the interiors of a (c. 1815-1820) farmhouse which has both stencilled walls—imitating wallpaper—and painted floors or oiled and painted floor cloths, imitating fine carpets. By 1850 and for the next 60 years thereafter, stencilled and freehandpainted decoration for walls and ceilings became a high as well as a humble art. Owen Jones' Grammar of Ornament, published in 1859, provided the source for painted decoration from Portland to Peoria, Savannah to San Francisco.

Graining and Marbleizing

If floors, walls, and ceilings were decorated by paint in a variety of styles, the wood and stone trim of rooms was not omitted. The use of faux bois, that is, painting a plain or common wood such as pine to look like mahogany or some finer wood, or faux marbre, painting a wood or plaster surface to look like marble—realistically or fantastically—was common in larger homes of the 18th century. By the early 19th century, both stylized graining and marbleizing adorned the simple rural or small town houses as well. Often baseboards and stair risers were marbleized as were fireplace surrounds. Plain slate was painted to look like fine Italian marble. In many simple buildings, and, later, in the Victorian period, many prominent buildings such as town halls and churches, the wood trim was given a realistic graining to resemble quarter sawn oak, walnut, or a host of other exotic woods.

Historic doors may have graining patterns or clear finishes under one or several coats of plain paint, such as these restored 18th and 19th century doors. Photo: Jack E. Boucher, HABS, NPS.

Trompe L'oeil

Churches, courthouses, and state capitols frequently received yet another remarkable use of paint: trompe l'oeil decoration. Applied by skilled artists and artisans, painted designs—most often using distemper paints or oils—could replicate threedimensional architectural detailing such as ornate molded plaster moldings, medallions, panels, and more.

Factory-Made Paints after 1875

An enormous growth of the paint industry began in the 1860s, stimulated by the invention of a suitable marketing container—the paint can. The first factory-made paints in cans consisted of more finely ground pigments in an oil base; after purchase, additional oil was added to the contents of the can to make up the paint. Such paints saved the time of handgrinding pigments, and were discussed at length by John Masury in his numerous books. After 1875, factory-made paints were available at a reasonable cost and, as a result, greater numbers of people painted and decorated more of their buildings, and more frequently. The new commercial market created by ready-mixed paint became the cornerstone of our modern paint industry.

20th Century Paints

By the early decades of the 20th century, popular taste turned away from exuberant colors and decoration. Until the late 1920s both the Colonial Revival and Arts and Crafts styles tended toward more subdued colors and, in the case of Colonial Revival, a more limited palette. The use of faux finishes, however, continued. Residential architecture often featured stencilling, such as painted borders above wainscoting or at ceiling and wall edges to imitate decorative wallpaper. Institutional buildings in both cities and small towns used wood graining on metalclad doors, door and window frames, and staircases, and had stencilled ceilings as well. Many high style public buildings of the 1920s had painted ceilings which imitated the Spanish and Italian late medieval and Renaissance styles.

Although stenciling, gilding, and faux finishes can be found, they did not express the modern style of the time. On the other hand, glaze treatments were often used in the early 20th century to "antique" walls and trim that had been painted with neutral colors, especially in Spanish Colonial Revival and Mission architecture. The glazes were applied by ragging, sponging, and other techniques which gave an interesting and uneven surface appearance. Colored plasters were sometimes used, and air brushing employed to give a craftsman-like appearance to walls, trim, and ceilings. During the same period, Williamsburg paint colors were produced and sold to people who wanted their houses to have a "historic Georgian look." Churches, country clubs, and many private buildings adopted the Williamsburg style from the late '20s onward.

The Art Deco style lobby foyer of the Paramount Theater in Sacramento, California (1931) features painted plaster

Often decorated with simple molded plaster designs of the Art Deco and Art Moderne styles, interiors of the 1930s and 1940s were frequently accented with metal flake paints in a full range of metallic colors, from copper to bronze. And enamels, deep but

columns and cornices which have been finished in gold and silver leaf. Photo: Gabriel Moulin Studios.

subdued hues, became popular. Paint technology had progressed and varying degrees of gloss were also available, including the mid-range enamels, variously called satin, semigloss, or eggshell. In contrast to Victorian paint treatments, this period was characterized by simplicity. To some extent, the Bauhaus aesthetic influenced taste in the 1950s; interior paints were frequently chosen from a palette limited to a few "earth" colors and a "nearly neutral" palette of off-whites and pale greys.

While the trend in colors and decorative treatments was defined by its simplicity, paint chemists were developing paints of increasing complexity. Experimentation had started early in the 20th century and accelerated greatly after World War II. Of greatest significance was the manufacture of the latex paints for consumer use. Synthetic resin emulsions carried in water offered advantages over the traditional oil paints, and even over the oil/alkyd paints: they did not yellow; they permitted water cleanup until dried; and they emitted no toxic or hazardous fumes from solvent evaporation.

Paint Investigation

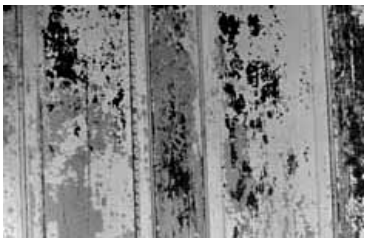
Understanding each project's historic preservation goal and knowing what level of information needs to be collected to achieve that goal is an important responsibility of the purchaser of the service. Before someone is hired, the owner or manager needs to decide if a thorough investigation of painted surfaces is actually needed, and how to use the results when one is done.

This conservator is shown collecting paint samples onsite. Then, in a laboratory, an ultra violet light microscope will be used to identify pigment and binding media. Photo: Courtesy, Matt Mosca.

Specialists with both training and field experience conduct paint investigations. These experts use sophisticated instruments and procedures such as field sampling, cross-section analysis, and fluorescent and chemical staining to learn about the components and behaviors of historic paints. In addition, they utilize written documentation, verbal research, and visual information about past painting in the building in conjunction with findings in the field.

Paint investigation can make several contributions to a project. A complete analysis of the paint layers on surfaces within a structure can tell a great deal about the sequence of alterations that have occurred within a building, as well as potentially providing ranges of dates for some of these changes. By establishing a full sequence of paint layers (termed a chromochronology), together with other research, alterations of various building spaces and features can be associated with specific paint layers. It is by establishing this association that the correct layer is identified; when the correct layer has been identified, the color may be matched.

In addition to its archeological value, paint analysis can determine the types and colors of paint on a given surface (identification of thin glazes, decorative paint schemes, binders and pigments). Beyond color identification, then, paint analysis is also recommended to diagnose causes of paint failure. Knowing a paint binder can often explain causes as well as guide appropriate preservation or conservation treatments.



A dark layer can be seen beneath the flaking paint on these raised field panels. Depending on the project work goal and the period of the building's history being interpreted, any one of the paint layers could be duplicated in repainting. Photo: NPS files.

Owners and managers should identify all of these needs before deciding on the extent of analysis. For example, a complete paint investigation is usually recommended as part of an historic structure report. For buildings with little documentation, additions and alterations can often be identified, and possibly dated, through analysis. Often the use of such seemingly expensive techniques can save money in the long run when determining the history of building change.

It is possible to do some analysis on site; this is a much simpler process that can be undertaken for less cost than the complex laboratory procedures described above. However, the usefulness of onsite analysis is limited and the results will not be as precise as results from samples that are analyzed in a laboratory with a good microscope. Any shortcut approaches to paint analysis that do not follow scientific procedures are generally not worth the expense. In summary, if preservation and restoration treatments are being undertaken, a complete investigation is recommended; for a rehabilitation project, onsite analysis and color matching may provide an adequate palette.

Choosing a Treatment

Most projects involve repainting. It is the historic appearance of the interior and the visual impression that will be created by new paint treatments that must be considered before choosing a particular course of action. The type and colors of paint obviously depend on the type of building and the use and interpretation of its interior spaces. A consistent approach is best.

Preservation

When the treatment goal is preservation, a building's existing historic features and finishes are maintained and repaired, saving as much of the historic paint as possible. Sometimes, cleaning and washing of painted surfaces is all that is needed. Or a coating may be applied to protect important examples of history or art. If repainting is required, the new paint is matched to existing paint colors using the safer, modern formulations. Recreating earlier surface colors and treatments is not an objective.

Interior spaces that are being rehabilitated for a new use can benefit from being repainted in historic period colors rather than a neutral off-white. Photo: NPS files.

Rehabilitation

In a typical rehabilitation, more latitude exists in choosing both the kind of new paint as well as color because the goal is the efficient reuse of interior spaces. Decisions about new paint often weigh factors such as economy and durability—use of a high quality standard paint from a local or national company and application by a qualified contractor. Color choices may be based on paint research reports prepared for interior rooms of comparable date and style. More often, though, current color values and taste are taken into account. Again, the safer paint formulations are used.

Interiors of institutional buildings, such as university buildings, city halls, libraries, and churches often contain rich decorative detailing. During rehabilitation, careful choices should be made to retain or restore selected portions of the decorative work as well as match some of the earlier colors to evoke the historic sense of time and place. At the least, it is important to use periodtypical paint color and paint placement.

Restoration

In a restoration project, the goal is to depict the property as it appeared during its period of greatest significance. This may or may not be the time of its original construction. For example, if a building dated from 1900 but historians deemed its significance to be the 1920s, the appropriate paint color match would be the 1920s layer, not the original 1900 layer.

Based on historical research, onsite collection of paint samples, and laboratory analysis, surface colors and treatments can be recreated to reflect the property at a particular period of time. It should be noted that scholarly findings may yield a color scheme that is not suited to the taste of the contemporary owner, but is nonetheless historically accurate. In restoration, personal taste in color is not at issue; the evidence should be strictly followed.

In the restoration process, colors are custom-matched by professionals to give an accurate representation. If an artist or artisan can be found, the historically replicated paint may be applied using techniques appropriate to the period of the restoration. Although custom paint manufacture is seldom undertaken, color and glazing are capable of being customized. In some projects, paint may be custom-made using linseed oil and, if building code variances allow it, white lead. For example, the repainting of a number of rooms at Mount Vernon demonstrates that it is possible to replicate historic paints and applications in all aspects; however, as noted, replication of historic paint formulation is not practical for the majority of projects.

Identifying Deteriorated and Damaged Paint Surfaces

Because painted surfaces are subject to abrasion, soiling, water damage, sunlight, and application of incompatible paints they generally need to be repainted or at least reglazed appropriately from time to time.

Abrasion

From the baseboards up to a level of about six feet off the floor, wood trim is constantly subjected to wear from being touched and inadvertently kicked, and from having furniture pushed against it. Chair rails were in fact intended to take the wear of having chairs pushed back against them instead of against the more delicate plaster wall or expensive wallpaper. Doors in particular, sometimes beautifully grained, receive extensive handling. Baseboards get scraped by various cleaning devices, and the lower rails of windows, as well as window seats, take abuse. The paint in all of these areas tends to become abraded. Two things are important to bear in mind about areas of abraded paint. Samples taken to determine original paint colors and layer sequences will not be accurate except at undamaged edges. Also, dirt and oil or grease need to be removed before applying any new paint because new paint will not adhere to dirty, greasy surfaces.

Dirt

Soiling is another problem of interior paint. Fireplaces smoked; early coalfired furnaces put out oily black soot; gas lights and candles left dark smudges. Sometimes the dirt got deposited on plaster walls or ceilings in a way that makes the pattern of the lath behind the plaster quite clear. Another source of dirt was polluted outside air, from factories or other industries, infiltrating houses and other nearby buildings. Until smokestacks became very high, most air pollution was caused by nearby sources.

In paint investigation, dirt on the surface of paint layers; as seen under the microscope, can be very useful in suggesting the length of time a given paint layer remained exposed, and in distinguishing a finish layer from a prime or undercoat layer. This kind of soiling can happen on any painted surface in a room, but may be slightly heavier in the recesses of moldings and on upwardfacing horizontal edges. Using dirt as a sole measure, however, may be misleading if the surfaces have been cleaned. The fracture or bonding between paint layers is often used by professionals as a better means of indicating time differences between layers as well as indicating those layers that are part of a single decoration or painting.

Water

Water, the usual source of deterioration for many kinds of material, is also a prime cause of interior paint failure. As a liquid, it can come from roof leaks, from faulty plumbing or steam heating systems, or from firesuppression systems that have misfired. As a vapor, it may come from such human activities as breathing, showering, or cooking. Plaster walls sealed with unpigmented hideglue are notably susceptible to water damage because it forms a watersoluble layer between the plaster and the paint. This can cause the paint to lose adhesion when even small amounts of moisture come into contact with the watersoluble sealer.

Age/Sunlight

Finally, in historic interiors, especially where there is heavy paint buildup, paint can weaken and fail due to chemical or mechanical reasons. For example, the older linseed oil is, the more brittle it is. It also darkens when it is covered and gets no ultraviolet exposure. In rooms where there is more sunlight on one area than on others, the oil or even oil/alkyd paint will get discernibly darker in the less exposed areas in as short a time as six months. Painted over, the oil medium in older paints gets quite yellowbrown, thus changing the color of the paint. Prussian blue is one of the tinting pigments that is particularly vulnerable to fading.

Incompatible Paints

Understanding some basic differences in the strength of various paints helps to explain certain paint problems. Paints that dry to a stronger film are incompatible with those which are weaker. Acrylic latex paints are stronger than oil/alkyd paints. Oil or oil/alkyd paint is stronger than waterbased paint such as calcimine. When a stronger paint is applied over a weaker paint, it will tend to pull off any weaker paint which may have begun to lose its bond with its substrate. Thus, on many ceilings of older buildings where oil/alkyd paints have been applied over old calcimine, large strips of paint may be peeling.

Oil or varnish glazes over older paints become brittle with age, and can make removal of later paints rather easy. Sometimes it is possible to take advantage of this characteristic to reveal an earlier decorative treatment such as graining or marbleizing. Getting under the edge of the glaze with a scalpel blade can make the removal of later paints relatively simple, and relatively harmless to the fancier paint treatment. Sometimes, paints separate from each other simply due to poor surface preparation in the past or the hardening of the earlier surface paint. Use of alkaline paint strippers can cause paint to lose adhesion. When insufficiently neutralized, they leave salts in wood which cause oil or oil/alkyd paints to fail to adhere to the surface. If dirt or oily residues are not cleaned from the surfaces to be painted, new paint will not remain well adhered.

Surface Preparation

First, it is important to note that the earlier, linseed oil-based paints were penetrating type paints, forming a bond by absorption into the substrate. Often these thin oil coatings were slightly tinted with an ironoxide pigment so coverage could be seen; the next coating applied would adhere to this first oil layer. Modern paints, on the other hand, are primarily bonding paints with little ability to penetrate a substrate. For this reason, surface preparation is extremely important for today's paints.

Before preparing the interior for repainting, all moisture penetration from failing roofs or gutters or from faulty plumbing or interior heating elements should be identified and corrected. A paint job is only as good as the preparation that goes before it. The surface to be painted, old or new, wood, plaster, masonry, or metal must be made sound and capable of taking the paint to be applied.

Scraping and Sanding

The first step in preparing interior wood and plaster surfaces which are coherent and sound is to remove any loose paint (see Paint Hazards sidebar). Careful hand scraping is always advisable for historic surfaces. Use of mechanical sanders usually leaves traces of the sander's edges, visible through the new paint film. Hand sanding is also necessary to feather the edges of the firmly adhering layers down to the bare areas so that shadow lines are avoided. Preparing previously painted interior masonry for new paint is basically similar to preparing plaster. Metals elements, such as radiators, valences, or firebacks are somewhat different. In order to get a sound paint job on metal items, the work is primarily that of sanding to remove any rust before repainting. If the existing paint is well adhered over the entire metal surface, then it may be necessary only to sand lightly to roughen the existing paint, thus providing some "tooth" for the primer and new

paint layer. On wood, garnet sanding papers work well. Aluminum oxide and silicon carbide sandpapers are effective on other surfaces as well as wood; emery papers should be used on metals.

Paint Removal

When should surfaces be completely stripped? Obviously, new paint is wasted when applied on old paint which is loose, that is, extensively damaged and deteriorated. Sometimes paint on an architectural feature needs to be removed if it obscures delicate detailing. For the most part, however, if the surface is intact—and the presence of lead paint has been shown to present no health dangers to building occupants—the existing paint can be overpainted.

Well-adhered, intact paint layers (in at least one area of each room) should be covered with a sturdy protective tape, then painted over with the new paint and left in place to inform future research. The next owner may be interested in the building's past history, and methods of gleaning information from old paints grow more sophisticated all the time.

Heat/Scraping

Propane torches should never be used because they can damage historic wood features. Also, charred areas of wood will not hold the new paint. Use of a heat gun or heat plate may be relatively fast, but has both health and safety drawbacks. Heat oxidizes lead paint, causing poisonous fumes. And old walls may contain fine debris which acts like tinder and smolders when heated, bursting into flame hours after the stripping. (Heat methods are best limited to those interior elements that can be safely removed from the building for stripping and reinstalled). Finally, scraping to remove heatloosened paint may gouge and scar the wood or plaster substrate if not done carefully. Rotary wire brushes cut into wood and should be avoided altogether.

Chemical Stripping

Removing paint from wood and plaster features can be done with either caustic strippers (potassium or sodium hydroxide) or solvent strippers (organic compounds such as methylene chloride, methanol, or toluol). Caustic strippers are fairly fast acting, but can weaken wood fibers if left on too long, causing them to raise and separate. They also leave alkaline residues which must be neutralized by an acidic wash (usually white vinegar which contains 4% acetic acid). It is difficult to make the neutralizing 100% effective and, when it is not, chemical reactions between the alkaline residues and the new paint may cause the paint to lose adhesion.

Methylene chloride and other organic compounds are as effective as caustic strippers, but their fumes may be both flammable and toxic. While they may leave wood and plaster surfaces free from harmful residue, the newly cleaned surface must be washed down with mineral spirits or denatured alcohol before priming in order to remove additives, such as wax, that were put in the stripper to retard its drying. All hazard warnings on the labels of chemical strippers should be heeded.

Detergent or Vinegar and Water

Waterbased paints can usually be scrubbed off with hot water with a detergent added. Calcimine and whitewash are difficult to remove; because of the lime or whiting content (calcium carbonate), however, they can be broken down with acids. While strong acids may work quickly, they are very dangerous. Acetic acid in its most common form, vinegar, (4% acetic acid) is often used instead. In areas where any calcimine remains and is evident as chalk, the area can be coated with white shellac, which provides a stable surface for the new paint.

Air Pressure

Air pressure of 200-500 psi is effective for flat surfaces if there is a weak substrate surface bond. A flat nozzle is inserted between the paint layer and substrate, and the air pressure simply lifts the loose paint up for easy removal. When used carefully, this method is fast and causes little damage.

Patching and Repair

Once the substrate and its surface are sound and clean, free from crumbling, loose material or dust, the next step is to undercut and fill any cracks in plaster surfaces. Plaster which has lost its key and is sagging should be reattached or replaced. Friable plaster and punky wood need to be consolidated. Wood surfaces should be made as smooth as they were historically so that the paint film will cover a relatively uniform surface. Rotted wood must be removed and new wood carefully spliced in. Finally, gypsum plaster finishes can be painted as soon as the water has evaporated; a lime putty coat or traditional finish plaster can be primed almost immediately after drying as well, using alkaliresistant primers such as acrylic latex.

Priming

The importance of a primer can hardly be overstated. It is the intermediary material between the immediate substrate, which may be an old paint layer or may be bare wood, plaster, or metal (rarely stone, as around a fireplace opening), and the fresh paint itself. The primer must be capable of being absorbed to some extent by the material underneath while being compatible and cohesive with the paint to be applied on top. Most paint manufacturers will provide explicit instructions about which primers are most compatible with their paints. Those instructions should be followed.

The question of a primer for latex paint continues to be debated. Traditionalists recommend that the primer between an old oil paint and a new latex paint be an oil primer, but the improvements to latex paint in recent years have led many experts to the conclusion that today's top grade latex primers are best for latex finish paints. If a latex primer is selected, the label on the can should specify clearly that it is one which can bond to an older oil or oil/alkyd paint.

The most important general rule to remember is that softer or weaker paints should always go over harder and stronger paints. For instance, because latex is stronger than oil, an oil or oil/alkyd paint can go over a well adhered latex, but the reverse will run the risk of failure. Using primer and finish paints by a single company is a good way to guarantee compatibility.

Choosing Modern Paint Types/Finish Coats

Most frequently today, the project goal is preservation or rehabilitation. Because of the impracticality of replicating historic paints, restoration is least often undertaken. Given current laws restricting the use of toxic ingredients, such as lead, solvents, and thinners, contemporary substitute paints using safer ingredients need to be used. Many paint companies make latex paints in colors that are close to historic colors as well as appropriate gloss levels, but contain no white lead and no hazardous volatile organic compounds.

Work on historic properties generally requires the services of a qualified paint contractor who has had at least five years of experience and who can list comparable jobs that a potential client can see. Then, too, getting a sample or a mockup of any special work may be advisable before the job starts. While less experienced workers may be acceptable for preparing and priming, it is wise to have the most experienced painters on the finish work.

Oil-based/Alkyd Paints

Today's version of oil paint has a binder that usually contains some linseed oil (read the paint can label), but also has one of the improved synthesized oils, frequently soybased, known as alkyds. They dry hard, have flexibility, and discolor far less than linseed oil. They can also be manufactured to dry with a high sheen, and can take enough tinting pigment to create even the very deep Victorian period colors. However, they all contain volatile organic compounds, and thus are forbidden by law in some parts of the United States. They are also less simple and more dangerous to use, as cleaning up involves mineral spirits.

Traditional water-based paint and artists' brushes are being used to reproduce historic finishes within a restoration project. Photo: Courtesy, Alexis Elza.

Acrylic Waterborne Paints (latex)

Latex paints are synthetic resins carried in water. Before the paint dries or crosslinks, it can be cleaned up with water. Early in the history of latex paints, some contained styrene/butadiene resins. Now nearly all topgrade latex paints contain acrylic resins, which are superior. Also, until fairly recently, the latex paints, while offering great strength, quick drying, and water cleanup, had some disadvantages for jobs which needed to have an historic look. Today, there are latex product lines with better gloss characteristics and more historic colors from which to choose. In addition, latex paints often have excellent color retention with very little fading. Still, it is always a good idea to buy a quart and "test paint" the color chosen for the job on site before making a total commitment.

Calcimine/Whitewash

Modern waterbased paints such as calcimine can be purchased today and have much the same appearance as the early ones. The same is true of modern whitewash, although today's whitewashes do not leave the same ropy surface texture as the early ones.

Glazes

Glazes were often part of historic paint treatments. Traditionally oil and turpentine, sometimes with a scant amount of pigment, today's glazes can be formulated with a water base and are relatively simple to apply by brush. An experienced decorative painter should be consulted before deciding whether to use a glaze coat rather than a high-gloss enamel. The glaze is capable of providing protection as well as a more accurate historic appearance that includes a greater depth to the finish.

Epoxies/Urethane

These were not available until relatively recently and thus are not appropriate for replication of traditional finishes.

Applying Interior Paints

Because flat wall surfaces generally dominate an interior painting job, some flexibility in applicators is suggested below:

Brushes

Natural bristle brushes now have competition from synthetic brushes made of nylon or polyester which work well for applying either oil/alkyd or latex paints. Being harder than natural bristles, they tend to last longer. Since brushes come in a wide and very specific variety of types suited to different types of work, it is important to have a painter who will use the appropriate brush for the paint selected and for each portion of the job. One strong advantage of brushing paint on is that the paint is forced onto the surface and into all of its imperfections. Thus a good brushedon paint job may last longer if the substrate is sound and the primer and finish coats are compatible and of top quality.

Rollers

There is no harm in using a roller, or even an airless sprayer, to apply a prime coat to a large flat area. Since all contemporary commercial paints dry with a smooth surface anyway, use of a roller or sprayer is acceptable for priming, and even for a first finish coat. However, to get paint well pushed into articulated surfaces and to add some texture to larger flat surfaces, a brush is best.

Types of Modern Paint

Oil-based/alkyd: Nonvolatile oils and resins, with thinners. (Alkyds are synthetic, gelatinous resins compounded from acids and alcohol.) Accept almost any type of coloring/hiding pigments. For use on interior wood and metal.

Acrylic waterborne paints (latex): Suspension of acrylic or polyvinyl resins in water, with other resins, plus hiding and coloring pigments and extenders. Dries by evaporation. Commercially produced acrylic or latex enamels are also available in a complete range of gloss levels which are produced with the addition of various acrylic polymers. Use on interior plaster especially.

Enamels: Modern alkyd paints are adjusted with the addition of synthetic varnishes to produce a complete range of gloss levels.

Metal finishes: Paints marketed for use on metals, can either be alkyd, latex, or epoxy based, or combinations. The primers used for metals are formulated with rustinhibiting ingredients.

Special finishes: finishes such as urethane and epoxy-based paints, marketed for very high gloss surface treatments.

Finally, decorative paint work in an historic interior— whether simple or highstyle—is well worth preserving or restoring, and when such fancy work is being undertaken, traditional tools should always be used. To simplify by using shortcut methods or rejecting painted decoration is indeed to dismiss or skew history as well as to lose the enjoyment of a true historic finish.

Summary and References

First, it is most important to understand the range of approaches and treatments and to make choices with as much knowledge of the original and subsequent historic paints as possible, using the ***Secretary of the Interior's Standards for the Treatment of Historic Properties*** as a framework.

A paint's patina of age expresses decades or centuries of endurance in the face of changing climate and conditions. Documenting the sequence of interior paint layers and protecting this information for future investigation should be an integral part of any historic preservation project.

Except for the rare, scholarly restorations of historic interiors, most repainting jobs done today will employ modern paint formulations. Modern paints can recreate the appearance of historic colors, gloss and texture in varying degrees, but eliminate earlier toxic components such as white lead and volatile organic compounds.

When discovered, important examples of history, such as this pencilled Civil War graffiti, should be preserved. Photo: Kaye Ellen Simonson.

CAUTION: Before Painting Know Paint Hazards and Take Action

Before undertaking any project involving paint removal, applicable State and Federal laws on lead paint abatement and disposal must be taken into account and carefully followed. State and Federal requirements may affect options available to owners on both paint removal and repainting. These laws, as well as any requirements prohibiting volatile organic compounds (VOCs), should be requested from the State Historic Preservation Officer in each State.

Below is a summary of the health hazards that owners, managers, and workers need to be aware of before removing paint and repainting:

Lead and other heavy metal compounds.

In virtually all paints made before 1950, the white or "hiding" pigment was a lead compound, or more rarely, zinc oxide. Work to remove lead paint such as scraping and dry sanding releases the lead—a highly damaging heavy metal—in dust.

Lead dust then enters the human system through pores of the skin and through the lungs. The use of heat for stripping also creates toxic lead fumes which can be inhaled.

To mitigate the hazards of lead paint ingestion, inhalation, or contact, it is extremely important to prevent the dust from circulating by masking room openings and removing all curtains, carpeting, and upholstered furniture. Drop cloths and masking containing lead dust should be carefully enclosed in tight plastic bags before removal. Workers and others in the room should wear High Efficiency Particulate Air (HEPA) filters for lead dust (fume filters if heat stripping is being used), change clothing just outside the room leaving the work clothes inside, and avoid any contact between bare skin (hands) and the paint being removed. Workers should also not eat, drink, or smoke where lead dust is present. Finally, anyone involved in lead paint removal should undergo periodic blood testing. After work, ordinary vacuuming is not enough to remove lead dust; special HEPA vacuums are essential. The surfaces of the room must also be given a final wash with a solution of trisodium phosphate and water, changing the washing solution often and rinsing well.

In addition to lead, early oil paints also had cobalt or other heavy metal compounds in them to accelerate drying. A small amount of mercury is also included in some latex paints to help prevent mildew and mold formation.

Volatile Organic Compounds (VOCs)

Organic paint strippers, such as methylene chloride, and oil/alkyd paints have VOCs as their solvent base. Inhaling these fumes can lead to respiratory and other illnesses, and to cancer. Especially in closed spaces (but in the outdoor environment as well) these compounds pollute the air and can damage health.

Organizations

National Paint and Coatings Association
1500 Rhode Island Ave. N.W.
Washington, D.C. 20005

Painting and Decorating Contractors of America
3913 Old Lee Highway, Suite 33B
Fairfax, VA 22030

Federation of Societies for Coatings Technology
492 Norristown Rd.
Blue Bell, PA 19422-2350

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This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Technical Preservation Services (TPS), National Park Service prepares standards, guidelines, and other educational materials on responsible historic preservation treatments for a broad public.

June 1992

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Some of the web versions of the Preservation Briefs differ somewhat from the printed versions. Many illustrations are new and in color; Captions are simplified and some complex charts are omitted. To order hard copies of the Briefs, see Printed Publications.

PRESERVATION BRIEFS

32

Making Historic Properties Accessible

Thomas C. Jester and Sharon C. Park, AIA

Planning Accessibility Modifications

Accessibility Solutions

Consider an Addition for Accessibility

Making Historic Landscapes Accessible

Federal Accessibility Laws

Summary and References

Reading List

Download the PDF

Accessible historic building. Photo: NPS files.

Historically, most buildings and landscapes were not designed to be readily accessible for people with disabilities. In recent years, however, emphasis has been placed on preserving historically significant properties, and on making these properties-and the activities within them-more accessible to people with disabilities. With the passage of the Americans with Disabilities Act in 1990, access to properties open to the public is now a civil right.

A significant entrance may be difficult to modify. Although a special challenge, sensitive changes can almost always be made to provide access while preserving the unique historic character. Photo: NPS files.

This Preservation Brief introduces the complex issue of providing accessibility at historic properties, and underscores the need to balance accessibility and historic preservation. It provides guidance on making historic properties accessible while preserving their historic character; the Brief also provides examples to show that independent physical accessibility at historic properties can be achieved with careful planning, consultation, and sensitive design. While the Brief focuses primarily on making buildings and their sites accessible, it also includes a section on historic landscapes. The Brief will assist historic property owners, design professionals, and administrators in evaluating their historic properties so that the highest level of accessibility can be provided while minimizing changes to historic materials and features. Because many projects encompassing accessibility work are complex, it is advisable to consult with experts in the fields of historic preservation and accessibility before proceeding with permanent physical changes to historic properties.

Modifications to historic properties to increase accessibility may be as simple as a small, inexpensive ramp to overcome one entrance step, or may involve changes to exterior and interior features. The Brief does not provide a detailed explanation of local or State accessibility laws as they vary from jurisdiction to jurisdiction. A concise explanation of several federal accessibility laws is included below.

Planning Accessibility Modifications

Historic properties are distinguished by features, materials, spaces, and spatial relationships that contribute to their historic character. Often these elements, such as steep terrain, monumental steps, narrow or heavy doors, decorative ornamental hardware, and narrow pathways and corridors, pose barriers to persons with disabilities, particularly to wheelchair users.

A three-step approach is recommended to identify and implement accessibility modifications that will protect the integrity and historic character of historic properties:

1. Review the historical significance of the property and identify character-defining features;
2. Assess the property's existing and required level of accessibility; and
3. Evaluate accessibility options within a preservation context.

1. Review the Historical Significance

If the property has been designated as historic (properties that are listed in, or eligible for listing in the National Register of Historic Places, or designated under State or local law), the property's nomination file should be reviewed to learn about its significance. Local preservation commissions and State Historic Preservation Offices can usually provide copies of the nomination file and are also resources for additional information and assistance. Review of the written documentation should always be supplemented with a physical investigation to identify which character defining features and spaces must be protected whenever any changes are anticipated. If the level of documentation for a property's significance is limited, it may be necessary to have a preservation professional identify specific historic features, materials, and spaces that should be protected.

This accessibility ramp is compatible with the historic building in scale and materials. Photo: William Smith.

For most historic properties, the construction materials, the form and style of the property, the principal elevations, the major architectural or landscape features, and the principal public spaces constitute some of the elements that should be preserved. Every effort should be made to minimize damage to the materials and features that convey a property's historical significance when making modifications for accessibility. Very small or highly significant properties that have never been altered may be extremely difficult to modify.

Secondary spaces and finishes and features that may be less important to the historic character should also be identified; these may generally be altered without jeopardizing the historical significance of a property. Nonsignificant spaces, secondary pathways, later additions, previously altered areas, utilitarian spaces, and service areas can usually be modified without threatening or destroying a property's historical significance.

2. Assess the Property's Existing and Required Level of Accessibility

A building survey or assessment will provide a thorough evaluation of a property's accessibility. Most surveys identify accessibility barriers in the following areas: building and site entrances; surface textures, widths and slopes of walkways; parking; grade changes; size, weight and configuration of doorways; interior corridors and path of travel restrictions; elevators; and public toilets and amenities. Simple audits can be completed by property owners using readily available checklists (See Further Reading). Accessibility specialists can be hired to assess barriers in more complex properties, especially those with multiple buildings, steep terrain, or interpretive programs. Persons with disabilities can be particularly helpful in assessing specific barriers.

All applicable accessibility requirements—local codes, State codes and federal laws—should be reviewed carefully before undertaking any accessibility modification. Since many States and localities have their own accessibility regulations and codes (each with their own requirements for dimensions and technical requirements), owners should use the most stringent accessibility requirements when implementing modifications. The Americans with Disability Act Accessibility Guidelines (ADAAG) is the document that should be consulted when complying with the Americans with Disabilities Act (ADA) requirements.

3. Identify and Evaluate Accessibility Options within a Preservation Context

Once a property's significant materials and features have been identified, and existing and required levels of accessibility have been established, solutions can be developed. Solutions should provide the greatest amount of accessibility without threatening or destroying those materials and features that make a property significant. Modifications may usually be phased over time as funds are available, and interim solutions can be considered until more permanent solutions are implemented. A team comprised of persons with disabilities, accessibility and historic preservation professionals, and building inspectors should be consulted as accessibility solutions are developed.

Modifications to improve accessibility should generally be based on the following priorities:

1. Making the main or a prominent public entrance and primary public spaces accessible, including a path to the entrance;
2. Providing access to goods, services, and programs;
3. Providing accessible restroom facilities; and,
4. Creating access to amenities and secondary spaces.

The ramp's scale and materials are inconsistent with the historic character of the building. Photo: NPS files.

All proposed changes should be evaluated for conformance with the Secretary of the Interior's "Standards for the Treatment of Historic Properties," which were created for property owners to guide preservation work. These Standards stress the importance of retaining and protecting the materials and features that convey a property's historical significance. Thus, when new features are incorporated for accessibility, historic materials and features should be retained whenever possible. Accessibility modifications should be in scale with the historic property, visually compatible, and, whenever possible, reversible. Reversible means that if the new feature were removed at a later date, the essential form and integrity of the property would be unimpaired. The design of new features should also be differentiated from the design of the historic property so that the evolution of the property is evident.

In general, when historic properties are altered, they should be made as accessible as possible. However, if an owner or a project team believes that certain modifications would threaten or destroy the significance of the property, the State Historic Preservation Officer should be consulted to determine whether or not any special accessibility provisions may be used. Special accessibility provisions for historic properties will vary depending on the applicable accessibility requirements.

In some cases, programmatic access may be the only option for extremely small or unaltered historic properties, such as a two-story house museum with no internal elevator. Programmatic access for historic properties refers to alternative methods of providing services, information, and experiences when physical access cannot be provided. It may mean offering an audio-visual program showing an inaccessible upper floor of a historic house museum, providing interpretive panels from a vista at an inaccessible terraced garden, or creating a tactile model of a historic monument for people with visual impairments.

Accessibility Solutions

The goal in selecting appropriate solutions for specific historic properties is to provide a high level of accessibility without compromising significant features or the overall character of the property. The following sections describe accessibility solutions and offer guidance on specific historic property components, namely the building site, entrances, interiors, landscapes, amenities, and new additions. Several solutions are discussed in each section, referencing dimensions and technical requirements from the ADA's accessibility guidelines, ADAAG. State and local requirements, however, may differ from the ADA requirements. Before making any modification owners should be aware of all applicable accessibility requirements.

The Building Site

An accessible route from a parking lot, sidewalk, and public street to the entrance of a historic building or facility is essential. An accessible route, to the maximum extent possible, should be the circulation route used by the general public. Critical elements of accessible routes are their widths, slopes, cross slopes, and surface texture. Each of these route elements must be appropriately designed so that the route can be used by everyone, including people with disabilities.

The significant building site is now accessible to people with disabilities (note steps in front of ramp). Photo: NPS files.

The distance between the arrival and destination points should also be as short as possible. Sites containing designed landscapes should be carefully evaluated before making accessibility modifications. Historic landscapes are described in greater detail below.

Providing Convenient Parking

If parking is provided, it should be as convenient as possible for people with disabilities. Specially designated parking can often be created to improve accessibility. Modifications to parking configurations and pathways should not alter significant landscape features.

Creating an Accessible Route

The route or path through a site to a historic building's entrance should be wide enough, generally at least 3 feet (91 cm), to accommodate visitors with disabilities and must be appropriately graded with a stable, firm, and slip-resistant surface. Existing paths should be modified to meet these requirements whenever possible as long as doing so would not threaten or destroy significant materials and features.

Existing surfaces can often be stabilized by providing a new base and resetting the paving materials, or by modifying the path surface. In some situations it may be appropriate to create a new path through an inaccessible area. At large properties, it may be possible to regrade a slope to less than 1:20 (5%), or to introduce one or more carefully planned ramps. Clear directional signs should mark the path from arrival to destination.

Entrances

The historic threshold was made accessible with a 1/2" wood bevel. Photo: NPS files.

Whenever possible, access to historic buildings should be through a primary public entrance. In historic buildings, if this cannot be achieved without permanent damage to character-defining features, at least one entrance used by the public should be made accessible. If the accessible entrance is not the primary public entrance, directional signs should direct visitors to the accessible entrance. A rear or service entrance should be avoided as the only mean of entering a building.

Creating an accessible entrance usually involves overcoming a change in elevation. Steps, landings, doors, and thresholds, all part of the entrance, often pose barriers for persons with disabilities. To preserve the integrity of these features, a number of solutions are available to increase accessibility. Typical solutions include regrading, incorporating ramps, installing wheelchair lifts, creating new entrances, and modifying doors, hardware, and thresholds.

Regrading an Entrance

In some cases, when the entrance steps and landscape features are not highly significant, it may be possible to regrade to provide a smooth entrance into a building. If the existing steps are historic masonry, they should be buried, whenever possible, and not removed.

Incorporating Ramps

Permanent ramps are perhaps the most common means to make an entrance accessible. As a new feature, ramps should be carefully designed and appropriately located to preserve a property's historic character.

A new elevator entrance was provided next to the stairs to provide universal access to the services inside. Photo: Courtesy, GSA.

Ramps should be located at public entrances used by everyone whenever possible, preferably where there is minimal change in grade. Ramps should also be located to minimize the loss of historic features at the connection points-porch railings, steps, and windows-and should preserve the overall historic setting and character of the property. Larger buildings may have below grade areas that can accommodate a ramp down to an entrance. Below grade entrances can be considered if the ramp leads to a publicly used interior, such as an auditorium, or if the building is serviced by a public elevator. Ramps can often be incorporated behind historic features, such as cheek-walls or railings, to minimize the visual effect.

The steepest allowable slope for a ramp is usually 1:12 (8%), but gentler slopes should be used whenever possible to accommodate people with limited strength. Greater changes in elevation require larger and longer ramps to meet accessibility scoping provisions and may require an intermediate landing. Most codes allow a slightly steeper ramp for historic buildings to overcome one step.

Ramps can be faced with a variety of materials, including wood, brick, and stone. Often the type and quality of the materials determines how compatible a ramp design will be with a historic property. Unpainted pressure-treated wood should not be used to construct ramps because it usually appears temporary and is not visually compatible with most historic properties.

Railings should be simple in design, distinguishable from other historic features, and should extend one foot beyond the sloped area.

Ramp landings must be large enough for wheelchair users, usually at least 5 feet by 5 feet (152.5 cm by 152.5 cm), and the top landing must be at the level of the door threshold. It may be possible to reset steps by creating a ramp to accommodate minor level changes and to meet the threshold without significantly altering a property's historic character. If a building's existing landing is not wide or deep enough to accommodate a ramp, it may be necessary to modify the entry to create a wider landing. Long ramps, such as switchbacks, require intermediate landings, and all ramps should be detailed with an appropriate edge and railing for wheelchair users and visually impaired individuals.

Temporary or portable ramps are usually constructed of light-weight materials and, thus, are rarely safe or visually compatible with historic properties. Moreover, portable ramps are often stored until needed and, therefore, do not meet accessibility requirements for independent access. Temporary and portable ramps, however, may be an acceptable interim solution to improve accessibility until a permanent solution can be implemented.

Installing Wheelchair Lifts

Platform lifts and inclined stair lifts, both of which accommodate only one person, can be used to overcome changes of elevation ranging from three to 10 feet (.9 m-3 m) in height. However, many States have restrictions on the use of wheelchair lifts, so all applicable codes should be reviewed carefully before installing one. Inclined stair lifts, which carry a wheelchair on a platform up a flight of stairs, may be employed selectively. They tend to be visually intrusive, although they are relatively reversible. Platform lifts can be used when there is inadequate space for a ramp. However, such lifts should be installed in unobtrusive locations and under cover to minimize maintenance if at all possible. A similar, but more expensive platform lift has a retracting railing that lowers into the ground, minimizing the visual effect to historic properties. Mechanical lifts have drawbacks at historic properties with high public visitation because their capacity is limited, they sometimes cannot be operated independently, and they require frequent maintenance.

Considering a New Entrance

When it is not possible to modify an existing entrance, it may be possible to develop a new entrance by creating an entirely new opening in an appropriate location, or by using a secondary window for an opening. This solution should only be considered after exhausting all possibilities for modifying existing entrances.

Retrofitting Doors

Historic doors generally should not be replaced, nor should door frames on the primary elevation be widened, as this may alter an important feature of a historic design. However, if a building's historic doors have been removed, there may be greater latitude in designing a compatible new entrance. Most accessibility standards require at least a 32" (82 cm) clear opening with manageable door opening pressures. The most desirable preservation solution to improve accessibility is retaining historic doors and upgrading the door pressure with one of several devices. Automatic door openers (operated by push buttons, mats, or electronic eyes) and power-assisted door openers can eliminate or reduce door pressures that are accessibility barriers, and make single or double-leaf doors fully operational.

Adapting Door Hardware

If a door opening is within an inch or two of meeting the 32" (81 cm) clear opening requirement, it may be possible to replace the standard hinges with off-set hinges to increase the size of the door opening as much as 1 Ω" (3.8 cm). Historic hardware can be retained in place, or adapted with the addition of an automatic opener, of which there are several types. Door hardware can also be retrofitted to reduce door pressures. For example, friction hinges can be retrofitted with ball-bearing inserts, and door closers can be rethreaded to reduce the door pressure.

This door handle has been retrofitted to meet ADA requirements. Photo: NPS files.

Altering Door Thresholds

A door threshold that exceeds the allowable height, generally 1/2" (1.3 cm), can be altered or removed with one that meets applicable accessibility requirements. If the threshold is deemed to be significant, a bevel can be added on each side to reduce its height. Another solution is to replace the threshold with one that meets applicable accessibility requirements and is visually compatible with the historic entrance.

Readily Acheivable Accesibility Options

Many accessibility solutions can be implemented easily and inexpensively without destroying the significance of historic properties. While it may not be possible to undertake all of the modifications listed below, each change will improve accessibility.

Sites and Entrances

- Creating a designated parking space.
- Installing ramps.
- Making curb cuts.

Interiors

- Repositioning shelves.
- Rearranging tables, displays, and furniture.

- Repositioning telephones.
- Adding raised markings on elevator control buttons.
- Installing flashing alarm lights.
- Installing offset hinges to widen doorways.
- Installing or adding accessible door hardware.
- Adding an accessible water fountain, or providing a paper cup dispenser at an inaccessible water fountain.

Restrooms

- Installing grab bars in toilet stalls.
- Rearranging toilet partitions to increase maneuvering space.
- Insulating lavatory pipes under sinks to prevent burns.
- Installing a higher toilet seat.
- Installing a full-length bathroom mirror.
- Repositioning the paper towel dispenser.

A retractable lift for this historic building foyer was created using "like" materials. Photo: NPS files.

Moving Through Historic Interiors

Persons with disabilities should have independent access to all public areas and facilities inside historic buildings. The extent to which a historic interior can be modified depends on the significance of its materials, plan, spaces, features, and finishes. Primary spaces are often more difficult to modify without changing their character. Secondary spaces may generally be changed without compromising a building's historic character. Signs should clearly mark the route to accessible restrooms, telephones, and other accessible areas.

Installing Ramps and Wheelchair Lifts

If space permits, ramps and wheelchair lifts can also be used to increase accessibility inside buildings. However, some States and localities restrict interior uses of wheelchair lifts for life-safety reasons. Care should be taken to install these new features where they can be readily accessed. Ramps and wheelchair lifts are described below.

Upgrading Elevators

Elevators are an efficient means of providing accessibility between floors. Some buildings have existing historic elevators that are not adequately accessible for persons with disabilities because of their size, location, or detailing, but they may also contribute to the historical significance of a building. Significant historic elevators can usually be upgraded to improve accessibility. Control panels can be modified with a "wand" on a cord to make the control panel accessible, and timing devices can usually be adjusted.

Retrofitting Door Knobs

Historic door knobs and other hardware may be difficult to grip and turn. In recent years, lever-handles have been developed to replace door knobs. Other lever-handle devices can be added to existing hardware. If it is not possible or appropriate to retrofit existing door knobs, doors can be left open during operating hours (unless doing so would violate life safety codes), and power-assisted door openers can be installed. It may only be necessary to retrofit specific doorknobs to create an accessible path of travel and accessible restrooms.

Modifying Interior Stairs

Stairs are the primary barriers for many people with disabilities. However, there are some ways to modify stairs to assist people who are able to navigate them. It may be appropriate to add hand railings if none exist. Railings should be 1 º" (3.8 cm) in diameter and return to the wall so straps and bags do not catch. Color-contrasting, slip-resistant strips will help people with visual impairments. Finally, beveled or closed risers are recommended unless the stairs are highly significant, because open risers catch feet.

Building Amenities

Some amenities in historic buildings, such as restrooms, seating, telephones, drinking fountains, counters, may contribute to a building's historic character. They will often require modification to improve their use by persons with disabilities. In many cases, supplementing existing amenities, rather than changing or removing them, will increase access and minimize changes to historic features and materials.

Upgrading Restrooms

Restrooms may have historic fixtures such as sinks, urinals, or marble partitions that can be retained in the process of making modifications. For example, larger restrooms can sometimes be reconfigured by relocating or combining partitions to create an accessible toilet stall. Other changes to consider are adding grab bars around toilets, covering hot water pipes under sinks with insulation to prevent burns, and providing a sink, mirror, and paper dispenser at a height suitable for wheelchair users. A unisex restroom may be created if it is technically infeasible to create two fully accessible restrooms, or if doing so would threaten or destroy the significance of the building. It is important to remember that restroom fixtures, such as sinks, urinals, and partitions, may be historic, and therefore, should be preserved whenever possible.

Modifying Other Amenities

Other amenities inside historic buildings may require modification. Seating in a theater, for example, can be made accessible by removing some seats in several areas. New seating that is accessible can also be added at the end of existing rows, either with or without a level floor surface. Readily removable seats may be installed in wheelchair spaces when the spaces are not required to accommodate wheelchair users. Historic water fountains can be retained and new, two-tiered fountains installed if space permits. If public telephones are provided, it may be necessary to install at least a Text Telephone (TT), also known as a Telecommunication Device for the Deaf (TDD. Historic service counters commonly found in banks, theaters, and hotels generally should not be altered. It is preferable to add an accessible counter on the end of a historic counter if feasible. Modified or new counters should not exceed 36" (91.5 cm) in height.

Considering a New Addition as an Accessibility Solution

Many new additions are constructed specifically to incorporate modern amenities such as elevators, restrooms, fire stairs, and new mechanical equipment. These new additions often create opportunities to incorporate access for people with disabilities. It may be possible, for example, to create an accessible entrance, path to public levels via a ramp, lift, or elevator. However, a new addition has the potential to change a historic property's appearance and destroy significant building and landscape features. Thus, all new additions should be compatible with the size, scale, and proportions of historic features and materials that characterize a property.

New additions should be carefully located to minimize connection points with the historic building, such that if the addition were to be removed in the future, the essential form and integrity of the building would remain intact. On the other hand, new additions should also be conveniently located near parking that is connected to an accessible route for people with disabilities. As new additions are incorporated, care should be taken to protect significant landscape features and archeological resources. Finally, the design for any new addition should be differentiated from the historic design so that the property's evolution over time is clear. New additions frequently make it possible to increase accessibility, while simultaneously reducing the level of change to historic features, materials, and spaces.

Making Historic Landscapes Accessible

To successfully incorporate access into historic landscapes, the planning process is similar to that of other historic properties. Careful research and inventory should be undertaken to determine which materials and features convey the landscape's historical significance. As part of this evaluation, those features that are character-defining (topographical variation, vegetation, circulation, structures, furnishings, objects) should be identified. Historic finishes, details, and materials that also contribute to a landscape's significance should also be documented and evaluated prior to determining an approach to landscape accessibility. For example, aspects of the pedestrian circulation system that need to be understood include walk width, aggregate size, pavement pattern, texture, relief, and joint details. The context of the walk should be understood including its edges and surrounding area. Modifications to surface textures or widths of pathways can often be made with minimal effect on significant landscape features.

Additionally, areas of secondary importance such as altered paths should be identified-especially those where the accessibility modifications will not destroy a landscape's significance. By identifying those features that are contributing or non-contributing, a sympathetic circulation experience can then be developed.

After assessing a landscape's integrity, accessibility solutions can be considered. Full access throughout a historic landscape may not always be possible. Generally, it is easier to provide accessibility to larger, more open sites where there is a greater variety of public experiences. However, when a landscape is uniformly steep, it may only be possible to make discrete portions of a historic landscape accessible, and viewers may only be able to experience the landscape from selected vantage points along a prescribed pedestrian or vehicular access route. When defining such a route, the interpretive value of the user experience should be considered; in other words, does the route provide physical or visual access to those areas that are critical to understand the meaning of the landscape?

Federal Accessibility Laws

The automatic door to this museum building is a practical solution for universal entry. Photo: NPS files.

Today, few building owners are exempt from providing accessibility for people with disabilities. Before making any accessibility modification, it is imperative to determine which laws and codes are applicable. In addition to local and State accessibility codes, the following federal accessibility laws are currently in effect:

Architectural Barriers Act (1968)

The Architectural Barriers Act stipulates that all buildings designed, constructed, and altered by the Federal Government, or with federal assistance, must be accessible. Changes made to federal buildings must meet the Uniform Federal Accessibility Standards (UFAS). Special provisions are included in UFAS for historic buildings that would be threatened or destroyed by meeting full accessibility requirements.

Rehabilitation Act (1973)

The Rehabilitation Act requires recipients of federal financial assistance to make their programs and activities accessible to everyone. Recipients are allowed to make their properties accessible by altering their building, by moving programs and activities to accessible spaces, or by making other accommodations.

Americans with Disabilities Act (1990)

Historic properties are not exempt from the Americans with Disabilities Act (ADA) requirements. To the greatest extent possible, historic buildings must be as accessible as non-historic buildings. However, it may not be possible for some historic properties to meet the general accessibility requirements.

Under Title II of the ADA, State and local governments must remove accessibility barriers either by shifting services and programs to accessible buildings, or by making alterations to existing buildings. For instance, a licensing office may be moved from a second floor to an accessible first floor space, or if this is not feasible, a mail service might be provided. However, State and local government facilities that have historic preservation as their main purpose-State-owned historic museums, historic State capitols that offer tours-must give priority to physical accessibility.

Under Title III of the ADA, owners of "public accommodations" (theaters, restaurants, retail shops, private museums) must make "readily achievable" changes; that is, changes that can be easily accomplished without much expense. This might mean installing a ramp, creating accessible parking, adding grab bars in bathrooms, or modifying door hardware. The requirement to remove barriers when it is "readily achievable" is an ongoing responsibility. When alterations, including restoration and rehabilitation work, are made, specific accessibility requirements are triggered.

Recognizing the national interest in preserving historic properties, Congress established alternative requirements for properties that cannot be made accessible without "threatening or destroying" their significance. A consultation process is outlined in the ADA's Accessibility Guidelines for owners of historic properties who believe that making specific accessibility modifications would "threaten or destroy" the significance of their property. In these situations, after consulting with persons with disabilities and disability organizations, building owners should contact the State Historic Preservation Officer (SHPO) to determine if the special accessibility provisions for historic properties may be used. Further, if it is determined in consultation with the SHPO that compliance with the minimum requirements would also 'threaten or destroy" the significance of the property, alternative methods of access, such as home delivery and audio-visual programs, may be used.

Summary and References

Historic properties are irreplaceable and require special care to ensure their preservation for future generations. With the passage of the Americans with Disabilities Act, access to historic properties open to the public is a now civil right, and owners of historic properties must evaluate existing buildings and determine how they can be made more accessible. It is a challenge to evaluate properties thoroughly, to identify the applicable accessibility requirements, to explore alternatives and to implement solutions that provide independent access and are consistent with accepted historic preservation standards. Solutions for accessibility should not destroy a property's significant materials, features and spaces, but should increase accessibility as much as possible. Most historic buildings are not exempt from providing accessibility, and with careful planning, historic properties can be made more accessible, so that all citizens can enjoy our Nation's diverse heritage.

Acknowledgements

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This publication has been prepared pursuant to the National Historic Preservation Act of 1966, as amended, which directs the Secretary of the Interior to develop and make available information concerning historic properties. Technical Preservation Services (TPS), National Park Service prepares standards, guidelines, and other educational materials on responsible historic preservation treatments for a broad public.

September 1993

Reading List

Ballantyne, Duncan S. and Harold Russell Associates, Inc. *Accommodation of Disabled Visitors at Historic Sites in the National Park System.* Washington, D.C.: Park Historic Architecture Division, National Park Service, U.S. Department of the Interior, 1983.

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

***AGREEMENT** made as of _____. (Date of issuance of Owner's Purchase Order)*

BETWEEN the Owner:

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

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

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

Rhode Island State House Interior Accessibility Upgrades
82 Smith Street, Providence, RI

on behalf of the User Agency:
(Name of user agency, address, telephone and facsimile numbers, and web address)

Department of Administration, Division of Capital Asset Management and Maintenance

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

Tecton Architects
17 Railroad Avenue
Westerly, RI 02891

The Owner and Contractor agree as follows.

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

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

11 NO LIENS

12 BENEFITS OF AGREEMENT

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work
(Paragraphs deleted)
will be stipulated by the User Agency. The Contractor shall be authorized to commence the Work *only* upon the issuance of the Purchase Order by the Owner *and* an authorization from the User Agency.

§ 3.2 The Contract Time shall be measured from the date of commencement. The Contractor shall commence, diligently pursue, and complete the Work as set forth in this Article 3 and elsewhere in the Contract Documents. The times stated in the Contract Documents for the commencement, prosecution, and completion of the Work, and the furnishing and installation of all material and equipment shall for all purposes be deemed to be of the essence of this Agreement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than ( ) days from the date of commencement, or as follows:

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User Notes:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Substantial Completion is as indicated in Section 004100 Bid Form 5. Contract Time and Deadlines.	

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Paragraphs deleted)
§ 3.4 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums stipulated herein as liquidated damages, and not as penalty, for each calendar day of delay until the Work is substantially complete: _____($____) Dollars.

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

ARTICLE 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 Dollars ($), subject to additions and deductions as provided 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:
(State the numbers or other identification of accepted alternates

§ 4.3 Unit
(Paragraphs deleted)
prices are specified in the Bid Form.
(Table deleted)
§ 4.4 Allowances
(Paragraphs deleted)
are specified in the Bid Form.
(Table deleted)

ARTICLE 5 PAYMENTS

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§ 5.1 PROGRESS PAYMENTS

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

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

§ 5.1.3 The Owner shall make payment of the certified amount to the Contractor not later than the 30th working day following written approval by the Owner.

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

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment and shall be submitted with waivers of lien and releases from all of the Subcontractors and suppliers covering the percentage of completion of each portion of the Work performed by such Subcontractors and suppliers in a form acceptable to the Owner.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- **.1** Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- **.2** Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- **.3** Subtract the aggregate of previous payments made by the Owner; and
- **.4** Subtract amounts, if any, for which the Design Agent has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- **.1** Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Design Agent shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
- **.2** Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8
(Paragraphs deleted)
Applications for payment shall be made on AIA Document s G702-1992 and G702-1992 in the form approved by the Owner and accompanied by such other documentation or information as the Owner may request.

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

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§ 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

.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 AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment;

.2 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner; and

.3 .the Contractor has submitted its final waiver of lien and release and final waivers of lien and releases from all of its Subcontractors and suppliers in a form acceptable to the Owner; and

.4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

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

§ 5.3 OWNER'S RIGHTS

§ 5.3.1 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any unpaid obligations owed to the State of Rhode Island by the Contractor, including without limitation, any and all unpaid taxes, and to pay the amount of such deductions to the Controller of the State of Rhode Island.

§ 5.3.2 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any claim against the Contractor arising out of this Agreement or on account of any other reason.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

§ 6.1.1 The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws §§ 37-2-1 et seq., will serve as Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and Section 15.2 of AIA Document A201–2007.

§ 6.1.2 For any Claim (as defined in Section 15.1.1 of AIA Document A201-2007) not resolved by the procedures set forth in § 6.1.1, the parties shall use their best efforts to resolve such Claim by mediation in Providence, Rhode Island. Any party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by all of the parties. In the event that the parties are unable to resolve any and all Claims through mediation, then any party may pursue the legal remedies provided in § 6.2

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim not resolved by the Initial Decision Maker procedures set forth in § 6.1.1or the mediation procedures pursuant to § 6.1.2, the method of binding dispute resolution shall be
(Paragraphs deleted)
determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq., the "Administrative Procedures Act," R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007. The Contract may also be terminated by the Owner: (i) in the event of the unavailability of

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appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

§ 7.2 The Work may be suspended by the Owner as provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase and/or Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2
(Paragraphs deleted)
.No interest shall be due or payable on account of any payment due or unpaid except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 8.3 State of Rhode Island Representatives.

§ 8.3.1 The Owner's representative:
(Name, title, address, and other information for the preferred methods of contact)

Mikael Powell
Department of Administration, Division of Capital Asset Management and Maintenance

§ 8.3.2 The User Agency's representative:
(Name, title, address, and other information for the preferred methods of contact)

Mikael Powell
Department of Administration, Division of Capital Asset Management and Maintenance

§ 8.4 The Contractor's representative.
(Name, title, address, and other information for the preferred methods of contact)

§ 8.5 The Design Agent's representative.
(Name, title, address, and other information for the preferred methods of contact)

Marco Tommasini
Tecton Architects
17 Railroad Avenue
Westerly, RI 02891

Init.
/
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§ 8.6 Neither the Owner's nor the Design Agent's representative shall be changed without ten days written notice to the other parties. The Contractor shall not change the Contractor's representative without the prior written approval of the Owner and ten days written notice to the other parties.

§ 8.7 Other provisions.

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

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

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

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

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

.5 The Work will be performed in a safe and careful manner and will conform to the requirements of the Contract Documents.

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

§8.7.3 Any Change Orders or other Modifications must be approved in writing by the State Purchasing Agent or Deputy State Purchasing Agent.

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by the Owner.

§ 9.1.3 The Supplementary and other Conditions of the Contract:
(Row deleted)

Document
State of Rhode Island
Procurement
Regulations

§ 9.1.4 The Specifications:
(Paragraphs deleted)
The Specifications are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

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§ 9.1.5 The Drawings:
(Paragraphs deleted)
The Drawings are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

§ 9.1.6 The
(Paragraphs deleted)
Addenda issued pursuant to the Solicitation are available on the Division of Purchases website at www.purchasing.ri.gov

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1
(Paragraphs deleted)
The Solicitation issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist (with applicable forms)

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

.3 The Purchase Order issued by the Owner.

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

§ 9.1.9 In the event of any conflict between the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws and the Supplementary and other Conditions of the Contract or other Contract Documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Solicitation and Article 11 of AIA Document A201–2007.

ARTICLE 11 BENEFITS OF AGREEMENT

§ 11.1 Third-party Beneficiary. The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder and under applicable law.

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

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This Agreement is dated as of the day and year first written above; provided, however, that this Agreement shall not become a binding contract until the Owner has issued a Purchase Order pursuant to § 3.1. The person signing for the Contractor below represents that he or she has been duly authorized to execute this Agreement on behalf of the Contractor.

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101™ – 2007

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PAGE 1

AGREEMENT made as of ~~the day of in the year~~
~~*(In words, indicate day, month and year.)*~~ _____. *(Date of issuance of Owner's Purchase Order)*

...

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

...

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

...

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

Rhode Island State House Interior Accessibility Upgrades
82 Smith Street, Providence, RI

on behalf of the User Agency:
(Name of user agency, address, telephone and facsimile numbers, and web address)

Department of Administration, Division of Capital Asset Management and Maintenance

...

The ~~Architect:~~Design Agent:
(Name, legal status, ~~*address and other information)*~~*address, telephone and facsimile numbers, and web address)*

Tecton Architects
17 Railroad Avenue
Westerly, RI 02891

PAGE 2

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10 INSURANCE AND BONDS

11 NO LIENS

12 BENEFITS OF AGREEMENT

...

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

...

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

...

§ 3.1 The date of commencement of the Work ~~shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.~~
~~*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*~~

~~If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:~~

will be stipulated by the User Agency. The Contractor shall be authorized to commence the Work *only* upon the issuance of the Purchase Order by the Owner *and* an authorization from the User Agency.

§ 3.2 The Contract Time shall be measured from the date of commencement. The Contractor shall commence, diligently pursue, and complete the Work as set forth in this Article 3 and elsewhere in the Contract Documents. The times stated in the Contract Documents for the commencement, prosecution, and completion of the Work, and the furnishing and installation of all material and equipment shall for all purposes be deemed to be of the essence of this Agreement.

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All items to provide the Sub-basement Accessible route including all Sub-basement fire hose aprons, and all items to provide Senate and House Gallery bench modification including either temporary or final carpet.	60 calendar days from issuance of PO
Final carpeting.	75 calendar days from issuance of PO
Alternate 1	60 calendar days from issuance of PO

...

~~*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*~~

§ 3.4 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner the sums stipulated herein as liquidated damages, and not as penalty, for each calendar day of delay until the Work is substantially complete: _____ ($ ____) Dollars.

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

§ 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 Dollars ($), subject to additions and deductions as provided in the Contract Documents.

...

(State the numbers or other identification of accepted ~~*alternates. If the bidding or proposal documents permit the Owner to accept other alternatessubsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*~~

...

§ 4.3 Unit ~~prices, if any:~~
~~*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*~~
prices are specified in the Bid Form.

~~Item~~	~~Units and Limitations~~	~~Price Per Unit ($0.00)~~

§ 4.4 Allowances ~~included in the Contract Sum, if any:~~
~~*(Identify allowance and state exclusions, if any, from the allowance price.)*~~
are specified in the Bid Form.

~~Item~~	~~Price~~

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§ **5.1.1** Based upon Applications for Payment submitted to the ~~Architect~~ Design Agent by the Contractor and Certificates for Payment issued ~~by the Architect,~~ by the Design Agent and approved by the Owner in writing, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract ~~Documents.~~Documents, and in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq..

§ **5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~

month.

§ **5.1.3** ~~Provided that an Application for Payment is received by the Architect not later than the ___ day of a month, the~~ The Owner shall make payment of the certified amount to the Contractor not later than the ~~day of the ___ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ___ (___) days after the Architect receives the Application for Payment. (Federal, state or local laws may require payment within a certain period of time.)~~30th working day following written approval by the Owner.

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

§ **5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for ~~Payment.~~Payment and shall be submitted with waivers of lien and releases from all of the Subcontractors and suppliers covering the percentage of completion of each portion of the Work performed by such Subcontractors and suppliers in a form acceptable to the Owner.

...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);

...

.4 Subtract amounts, if any, for which the ~~Architect~~ Design Agent has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

...

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the ~~Architect~~ Design Agent shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and

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~~(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)~~

...

§ 5.1.8 ~~Reduction or limitation of retainage, if any, shall be as follows:~~
~~*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*~~

Applications for payment shall be made on AIA Document s G702-1992 and G702-1992 in the form approved by the Owner and accompanied by such other documentation or information as the Owner may request.

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

PAGE 5

.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 AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; ~~and~~

.2 a final Certificate for Payment has been issued ~~by the Architect.~~by the Design Agent and approved in writing by the Owner; and

.3 .the Contractor has submitted its final waiver of lien and release and final waivers of lien and releases from all of its Subcontractors and suppliers in a form acceptable to the Owner; and

.4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

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

§ 5.3 OWNER'S RIGHTS

§ 5.3.1 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any unpaid obligations owed to the State of Rhode Island by the Contractor, including without limitation, any and all unpaid taxes, and to pay the amount of such deductions to the Controller of the State of Rhode Island.

§ 5.3.2 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any claim against the Contractor arising out of this Agreement or on account of any other reason.

...

~~The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)~~**§ 6.1.1** The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws §§ 37-2-1 et seq., will serve as Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and Section 15.2 of AIA Document A201–2007.

§ 6.1.2 For any Claim (as defined in Section 15.1.1 of AIA Document A201-2007) not resolved by the procedures set forth in § 6.1.1, the parties shall use their best efforts to resolve such Claim by mediation in Providence, Rhode Island. Any party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator shall be

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borne equally by all of the parties. In the event that the parties are unable to resolve any and all Claims through mediation, then any party may pursue the legal remedies provided in § 6.2

...

~~For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007,~~ For any Claim not resolved by the Initial Decision Maker procedures set forth in § 6.1.1or the mediation procedures pursuant to § 6.1.2, the method of binding dispute resolution shall be ~~as follows:~~
~~*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*~~

~~[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2007~~

~~[ ] Litigation in a court of competent jurisdiction~~

~~[ ] Other *(Specify)*~~

determined in accordance with the provisions of the State Purchases Act, R.I. Gen. Laws §§ 37-2-1 et seq., the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq., the "Administrative Procedures Act," R.I. Gen. Laws §§ 45-35-1 et seq., and the State of Rhode Island Procurement Regulations.

...

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

§ 7.2 The Work may be suspended by the Owner as provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase and/or Article 14 of AIA Document A201–2007.

PAGE 6

§ 8.2 ~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~
~~*(Insert rate of interest agreed upon, if any.)*~~

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

§ 8.3 ~~The Owner's representative:~~**State of Rhode Island Representatives.**

§ 8.3.1 The Owner's representative:
(Name, title, address, and other information for the preferred methods of contact)

Mikael Powell
Department of Administration, Division of Capital Asset Management and Maintenance

§ 8.3.2 The User Agency's representative:
(Name, ~~address and other information)~~title, address, and other information for the preferred methods of contact)

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Mikael Powell
Department of Administration, Division of Capital Asset Management and Maintenance

§ 8.4 The Contractor's ~~representative:~~**representative.**
(Name, ~~address and other information)~~title, address, and other information for the preferred methods of contact)

...

§ 8.5 ~~Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.~~**The Design Agent's representative.**
(Name, title, address, and other information for the preferred methods of contact)

Marco Tommasini
Tecton Architects
17 Railroad Avenue
Westerly, RI 02891

§ 8.6 ~~Other provisions:~~Neither the Owner's nor the Design Agent's representative shall be changed without ten days written notice to the other parties. The Contractor shall not change the Contractor's representative without the prior written approval of the Owner and ten days written notice to the other parties.

§ 8.7 Other provisions.

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

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

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

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

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

.5 The Work will be performed in a safe and careful manner and will conform to the requirements of the Contract Documents.

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

§8.7.3 Any Change Orders or other Modifications must be approved in writing by the State Purchasing Agent or Deputy State Purchasing Agent.

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

PAGE 7

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and ~~Contractor.~~Contractor, as modified by the Owner.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for ~~Construction.~~Construction, as modified by the Owner.

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...

~~Document~~	~~Title~~	~~Date~~	~~Pages~~
Document			
State of Rhode Island Procurement Regulations			

§ **9.1.4** The Specifications:
~~*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*~~

The Specifications are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

~~Section~~	~~Title~~	~~Date~~	~~Pages~~

§ **9.1.5** The Drawings:
~~*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*~~
The Drawings are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

~~Number~~	~~Title~~	~~Date~~

§ **9.1.6** The ~~Addenda, if any:~~

~~Number~~	~~Date~~	~~Pages~~

~~Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.~~Addenda issued pursuant to the Solicitation are available on the Division of Purchases website at www.purchasing.ri.gov

PAGE 8

.1 ~~AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:~~

.2 ~~Other documents, if any, listed below:~~
~~(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)~~The Solicitation issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist (with applicable forms)

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

.3 The Purchase Order issued by the Owner.

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

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§ 9.1.9 In the event of any conflict between the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws and the Supplementary and other Conditions of the Contract or other Contract Documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

The Contractor shall purchase and maintain insurance and provide bonds as set forth in the Solicitation and Article 11 of AIA Document A201–2007.

ARTICLE 11 BENEFITS OF AGREEMENT

§ 11.1 Third-party Beneficiary. The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits to which such a party is entitled hereunder and under applicable law.
~~(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)~~
§ 11.2 Assignment. This Agreement shall be binding on the Contractor and its successors and assigns; provided, however, that the Contractor may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

~~**Type of insurance or bond** **Limit of liability or bond amount ($0.00)**~~

This Agreement ~~entered into~~ is dated as of the day and year first written ~~above.~~above; provided, however, that this Agreement shall not become a binding contract until the Owner has issued a Purchase Order pursuant to § 3.1. The person signing for the Contractor below represents that he or she has been duly authorized to execute this Agreement on behalf of the Contractor.

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

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Carole Cornelison, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:15:50 on 12/27/2017 under Order No. 6057834603_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Rhode Island State House Interior Accessibility Upgrades
82 Smith Street, Providence, RI

THE OWNER:

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

THE USER AGENCY

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

Department of Administration, Division of Capital Asset Management and Maintenance

THE Design Agent:
(Name, legal status, address, telephone and facsimile numbers, and web address)
Tecton Architects
17 Railroad Avenue
Westerly, RI 02891

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

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

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 Design Agent

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

Init.
/

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12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

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(Paragraphs deleted)

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

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ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Intentionally omitted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Intentionally omitted.

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

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

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

§ 2.2.5 Intentionally omitted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite

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safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Design Agent and shall not proceed with that portion of the Work without further written instructions from the Design Agent. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

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

§ 3.6.3 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the

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Contract Sum until thirty (30) days after Final Completion and compliance by the Contractor with the requirements of such section.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 SUPERINTENDENT

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

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

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the State of Rhode Island,, and each executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, or fire district, or other agency of Rhode Island state, municipal, or local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic, their elected or appointed officials, members, employees, and agents , Design Agent, Design Agent's consultants, and agents and employees or any of them from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees and costs of mediation, arbitration, and/or litigation, arising out of or resulting from performance of the Work, and/or the obligations of the Contractor under the Contract Documents, but only to the extent caused by the acts or

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omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not any such claim, 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 that would otherwise exist as to a party or person described in this Section 3.18.

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

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

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

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

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

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner with assistance from the Design Agent will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction through the date the Design Agent issues the final Certificate for Payment and continuing until the expiration of the warranty period in § 3.5. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

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§ 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

(Paragraph deleted)

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 Intentionally omitted.

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

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

§ **7.3.7** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Design Agent shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent may prescribe, an itemized accounting together with appropriate supporting data.

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Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

§ 8.1.4 Unless specifically indicated as a "calendar day", the term "day" as used in the Contract Documents shall mean working day, excluding weekends, except as otherwise noted, and legal holidays.

§ 8.2 PROGRESS AND COMPLETION

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

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

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

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§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

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Owner shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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§ 9.5.3 If the Design Agent withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Design Agent and the Design Agent will reflect such payment on the next Certificate for Payment .

§ 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 7 days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Design Agent does not issue a Certificate for Payment, through no fault of the Contractor, within 7 days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 7 days after the date established in the Contract Documents the amount certified by the Design Agent or awarded by binding dispute resolution, then the Contractor may, upon 7 additional days' written notice to the Owner and Design Agent, make a claim for payment as provided under the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 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

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list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. 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 make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 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 refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Design Agent the names and

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qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Design Agent will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Design Agent has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Agent have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE.

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

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the state of Rhode Island, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract

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Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the User Agency, the Contractor, Subcontractors and Sub-subcontractors in the Project. If the Owner and/or the User Agency incur any damages by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable cost resulting from such failure.

§ 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 Intentionally omitted.

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

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

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

§ 11.3.2 Intentionally omitted.

§ 11.3.3 Intentionally omitted.

§ 11.3.4 Intentionally omitted.

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

The Contractor waives all rights against the Owner and the User Agency and any of their subcontractors, sub-subcontractors, agents and employees, and (2) the Design Agent, Design Agent's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Design Agent, Design Agent's consultants, separate contractors described in Article 6, if any, and the subcontractors,

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sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

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§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. 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 Section 2.4.

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to any executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, authority, school, water, or fire

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district, or other agency of Rhode Island state or local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

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§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 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 that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- **.3** Because the Design Agent has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1

§ 14.1.2 Intentionally omitted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 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 executed.

§ 14.1.4 If 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 repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The

(Paragraphs deleted)

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Design Agent. Claims by either party must 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.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

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§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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

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

§ 15.1.6

(Paragraphs deleted)

Intentionally omitted.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.An initial decision shall be required as a condition precedent to mediation and binding dispute resolution of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a 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) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker 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 (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Design Agent of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the paries fail to resolve their dispute through mediation, to binding dispute resolution.

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§ 15.2.6 Either party may apply for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by all of the parties.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 Intentionally omitted.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 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.

§ 15.4 Intentionally Omitted.

(Paragraphs deleted)

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

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PAGE 1

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82 Smith Street, Providence, RI

THE OWNER:

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

THE USER AGENCY
(Name, ~~legal status and~~ address, telephone and facsimile numbers, and web address)

Department of Administration, Division of Capital Asset Management and Maintenance

THE ~~ARCHITECT:~~Design Agent:
(Name, legal ~~status and~~ status, address, telephone and facsimile numbers, and web address)
Tecton Architects
17 Railroad Avenue
Westerly, RI 02891

...

4 ~~ARCHITECT~~Design Agent

PAGE 3

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~~**INDEX**~~
~~(Topics and numbers in bold are section headings.)~~

~~**Acceptance of Nonconforming Work**~~
~~9.6.6, 9.9.3, **12.3**~~
~~Acceptance of Work~~
~~9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3~~
~~**Access to Work**~~
~~**3.16**, 6.2.1, 12.1~~
~~Accident Prevention~~
~~10~~
~~Acts and Omissions~~
~~3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.4.2, 13.7, 14.1, 15.2~~
~~Addenda~~
~~1.1.1, 3.11~~
~~Additional Costs, Claims for~~
~~3.7.4, 3.7.5, 6.1.1, 7.3.7.5, 10.3, 15.1.4~~
~~**Additional Inspections and Testing**~~
~~9.4.2, 9.8.3, 12.2.1, **13.5**~~
~~Additional Insured~~
~~11.1.4~~
~~**Additional Time, Claims for**~~
~~3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.5**~~
~~**Administration of the Contract**~~
~~3.1.3, **4.2**, 9.4, 9.5~~
~~Advertisement or Invitation to Bid~~
~~1.1.1~~
~~Aesthetic Effect~~
~~4.2.13~~
~~**Allowances**~~
~~**3.8**, 7.3.8~~
~~All-risk Insurance~~
~~11.3.1, 11.3.1.1~~
~~Applications for Payment~~
~~4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.6.3, 9.7, 9.10, 11.1.3~~
~~Approvals~~
~~2.1.1, 2.2.2, 2.4, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10, 4.2.7, 9.3.2, 13.5.1~~
~~**Arbitration**~~
~~8.3.1, 11.3.10, 13.1, 15.3.2, **15.4**~~
~~**ARCHITECT**~~
4
~~**Architect**, Definition of~~
~~**4.1.1**~~
~~Architect, Extent of Authority~~
~~2.4, 3.12.7, 4.1, 4.2, 5.2, 6.3, 7.1.2, 7.3.7, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.5.1, 13.5.2, 14.2.2, 14.2.4, 15.1.3, 15.2.1~~
~~Architect, Limitations of Authority and Responsibility~~
~~2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.3, 9.6.4, 15.1.3, 15.2~~
~~Architect's Additional Services and Expenses~~
~~2.4, 11.3.1.1, 12.2.1, 13.5.2, 13.5.3, 14.2.4~~
~~Architect's Administration of the Contract~~
~~3.1.3, 4.2, 3.7.4, 15.2, 9.4.1, 9.5~~
~~Architect's Approvals~~
~~2.4, 3.1.3, 3.5, 3.10.2, 4.2.7~~

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User Notes: (1869886257)

~~Architect's Authority to Reject Work~~
~~3.5, 4.2.6, 12.1.2, 12.2.1~~
~~Architect's Copyright~~
~~1.1.7, 1.5~~
~~Architect's Decisions~~
~~3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.5.2, 15.2, 15.3~~
~~Architect's Inspections~~
~~3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5~~
~~Architect's Instructions~~
~~3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.5.2~~
~~Architect's Interpretations~~
~~4.2.11, 4.2.12~~
~~Architect's Project Representative~~
~~4.2.10~~
~~Architect's Relationship with Contractor~~
~~1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.4.2, 13.5, 15.2~~
~~Architect's Relationship with Subcontractors~~
~~1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3.7~~
~~Architect's Representations~~
~~9.4.2, 9.5.1, 9.10.1~~
~~Architect's Site Visits~~
~~3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5~~
~~Asbestos~~
~~10.3.1~~
~~Attorneys' Fees~~
~~3.18.1, 9.10.2, 10.3.3~~
~~Award of Separate Contracts~~
~~6.1.1, 6.1.2~~
~~**Award of Subcontracts and Other Contracts for Portions of the Work**~~
~~**5.2**~~
~~**Basic Definitions**~~
~~**1.1**~~
~~Bidding Requirements~~
~~1.1.1, 5.2.1, 11.4.1~~
~~Binding Dispute Resolution~~
~~9.7, 11.3.9, 11.3.10, 13.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.4.1~~
~~**Boiler and Machinery Insurance**~~
~~**11.3.2**~~
~~Bonds, Lien~~
~~7.3.7.4, 9.10.2, 9.10.3~~
~~**Bonds, Performance, and Payment**~~
~~7.3.7.4, 9.6.7, 9.10.3, 11.3.9, **11.4**~~
~~Building Permit~~
~~3.7.1~~
~~**Capitalization**~~
~~**1.3**~~
~~Certificate of Substantial Completion~~
~~9.8.3, 9.8.4, 9.8.5~~
~~**Certificates for Payment**~~
~~4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.3~~
~~Certificates of Inspection, Testing or Approval~~
~~13.5.4~~
~~Certificates of Insurance~~
~~9.10.2, 11.1.3~~

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~~**Change Orders**~~
~~1.1.1, 2.4, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.6, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.3.1.2, 11.3.4, 11.3.9, 12.1.2, 15.1.3~~
~~**Change Orders**, Definition of~~
~~**7.2.1**~~
~~**CHANGES IN THE WORK**~~
~~2.2.1, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.3.9~~
~~**Claims**, Definition of~~
~~**15.1.1**~~
~~**CLAIMS AND DISPUTES**~~
~~3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4~~
~~Claims and Timely Assertion of Claims~~
~~15.4.1~~
~~**Claims for Additional Cost**~~
~~3.2.4, 3.7.4, 6.1.1, 7.3.9, 10.3.2, **15.1.4**~~
~~**Claims for Additional Time**~~
~~3.2.4, 3.7.4, 6.1.1, 8.3.2, 10.3.2, **15.1.5**~~
~~**Concealed or Unknown Conditions, Claims for**~~
~~**3.7.4**~~
~~Claims for Damages~~
~~3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6~~
~~Claims Subject to Arbitration~~
~~15.3.1, 15.4.1~~
~~**Cleaning Up**~~
~~**3.15**, 6.3~~
~~Commencement of the Work, Conditions Relating to~~
~~2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.3.1, 11.3.6, 11.4.1, 15.1.4~~
~~**Commencement of the Work**, Definition of~~
~~**8.1.2**~~
~~**Communications Facilitating Contract Administration**~~
~~3.9.1, **4.2.4**~~
~~Completion, Conditions Relating to~~
~~3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 13.7, 14.1.2~~
~~**COMPLETION, PAYMENTS AND**~~
~~**9**~~
~~Completion, Substantial~~
~~4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 13.7~~
~~Compliance with Laws~~
~~1.6, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 10.2.2, 11.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3~~
~~Concealed or Unknown Conditions~~
~~3.7.4, 4.2.8, 8.3.1, 10.3~~
~~Conditions of the Contract~~
~~1.1.1, 6.1.1, 6.1.4~~
~~Consent, Written~~
~~3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.3.1, 13.2, 13.4.2, 15.4.4.2~~
~~**Consolidation or Joinder**~~
~~**15.4.4**~~
~~**CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**~~
~~1.1.4, **6**~~
~~**Construction Change Directive**, Definition of~~
~~**7.3.1**~~
~~**Construction Change Directives**~~
~~1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1~~
~~Construction Schedules, Contractor's~~
~~3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2~~

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~~**Contingent Assignment of Subcontracts**~~
~~**5.4**, 14.2.2.2~~
~~**Continuing Contract Performance**~~
~~**15.1.3**~~
~~**Contract**, Definition of~~
~~**1.1.2**~~
~~**CONTRACT, TERMINATION OR SUSPENSION OF THE**~~
~~5.4.1.1, 11.3.9, **14**~~
~~Contract Administration~~
~~3.1.3, 4, 9.4, 9.5~~
~~Contract Award and Execution, Conditions Relating to~~
~~3.7.1, 3.10, 5.2, 6.1, 11.1.3, 11.3.6, 11.4.1~~
~~Contract Documents, Copies Furnished and Use of~~
~~1.5.2, 2.2.5, 5.3~~
~~**Contract Documents**, Definition of~~
~~**1.1.1**~~
~~**Contract Sum**~~
~~3.7.4, 3.8, 5.2.3, 7.2, 7.3, 7.4, **9.1**, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.3.1, 14.2.4, 14.3.2, 15.1.4, 15.2.5~~
~~**Contract Sum**, Definition of~~
~~**9.1**~~
~~Contract Time~~
~~3.7.4, 3.7.5, 3.10.2, 5.2.3, 7.2.1.3, 7.3.1, 7.3.5, 7.4, 8.1.1, 8.2.1, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 14.3.2, 15.1.5.1, 15.2.5~~
~~**Contract Time**, Definition of~~
~~**8.1.1**~~
~~**CONTRACTOR**~~
~~**3**~~
~~**Contractor**, Definition of~~
~~**3.1, 6.1.2**~~
~~**Contractor's Construction Schedules**~~
~~**3.10**, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2~~
~~Contractor's Employees~~
~~3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1~~
~~**Contractor's Liability Insurance**~~
~~**11.1**~~
~~Contractor's Relationship with Separate Contractors and Owner's Forces~~
~~3.12.5, 3.14.2, 4.2.4, 6, 11.3.7, 12.1.2, 12.2.4~~
~~Contractor's Relationship with Subcontractors~~
~~1.2.2, 3.3.2, 3.18.1, 3.18.2, 5, 9.6.2, 9.6.7, 9.10.2, 11.3.1.2, 11.3.7, 11.3.8~~
~~Contractor's Relationship with the Architect~~
~~1.1.2, 1.5, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.3, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3.7, 12, 13.5, 15.1.2, 15.2.1~~
~~Contractor's Representations~~
~~3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2~~
~~Contractor's Responsibility for Those Performing the Work~~
~~3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8~~
~~Contractor's Review of Contract Documents~~
~~3.2~~
~~Contractor's Right to Stop the Work~~
~~9.7~~
~~Contractor's Right to Terminate the Contract~~
~~14.1, 15.1.6~~
~~Contractor's Submittals~~
~~3.10, 3.11, 3.12.4, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3, 11.1.3, 11.4.2~~
~~Contractor's Superintendent~~
~~3.9, 10.2.6~~

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~~Contractor's Supervision and Construction Procedures~~
~~1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.5, 7.3.7, 8.2, 10, 12, 14, 15.1.3~~
~~Contractual Liability Insurance~~
~~11.1.1.8, 11.2~~
~~Coordination and Correlation~~
~~1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1~~
~~Copies Furnished of Drawings and Specifications~~
~~1.5, 2.2.5, 3.11~~
~~Copyrights~~
~~1.5, **3.17**~~
~~Correction of Work~~
~~2.3, 2.4, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**~~
~~**Correlation and Intent of the Contract Documents**~~
~~**1.2**~~
~~**Cost**, Definition of~~
~~**7.3.7**~~
~~Costs~~
~~2.4, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.7, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.3, 12.1.2, 12.2.1, 12.2.4, 13.5, 14~~
~~**Cutting and Patching**~~
~~**3.14**, 6.2.5~~
~~Damage to Construction of Owner or Separate Contractors~~
~~3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 11.1.1, 11.3, 12.2.4~~
~~Damage to the Work~~
~~3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 11.3.1, 12.2.4~~
~~Damages, Claims for~~
~~3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.1.1, 11.3.5, 11.3.7, 14.1.3, 14.2.4, 15.1.6~~
~~Damages for Delay~~
~~6.1.1, 8.3.3, 9.5.1.6, 9.7, 10.3.2~~
~~**Date of Commencement of the Work**, Definition of~~
~~**8.1.2**~~
~~**Date of Substantial Completion**, Definition of~~
~~**8.1.3**~~
~~**Day**, Definition of~~
~~**8.1.4**~~
~~Decisions of the Architect~~
~~3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 15.2, 6.3, 7.3.7, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4, 15.1, 15.2~~
~~**Decisions to Withhold Certification**~~
~~9.4.1, **9.5**, 9.7, 14.1.1.3~~
~~Defective or Nonconforming Work, Acceptance, Rejection and Correction of~~
~~2.3, 2.4, 3.5, 4.2.6, 6.2.5, 9.5.1, 9.5.2, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1~~
~~Definitions~~
~~1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 15.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1~~
~~**Delays and Extensions of Time**~~
~~3.2, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5~~
~~Disputes~~
~~6.3, 7.3.9, 15.1, 15.2~~
~~**Documents and Samples at the Site**~~
~~**3.11**~~
~~**Drawings**, Definition of~~
~~**1.1.5**~~
~~Drawings and Specifications, Use and Ownership of~~
~~3.11~~
~~Effective Date of Insurance~~
~~8.2.2, 11.1.2~~

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~~**Emergencies**~~
~~**10.4**, 14.1.1.2, 15.1.4~~
~~Employees, Contractor's~~
~~3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.1.1, 11.3.7, 14.1, 14.2.1.1~~
~~Equipment, Labor, Materials or~~
~~1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2~~
~~Execution and Progress of the Work~~
~~1.1.3, 1.2.1, 1.2.2, 2.2.3, 2.2.5, 3.1, 3.3.1, 3.4.1, 3.5, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.5, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.2, 14.2, 14.3.1, 15.1.3~~
~~Extensions of Time~~
~~3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.5, 15.2.5~~
~~**Failure of Payment**~~
~~9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2~~
~~Faulty Work~~
~~(See Defective or Nonconforming Work)~~
~~**Final Completion and Final Payment**~~
~~4.2.1, 4.2.9, 9.8.2, **9.10**, 11.1.2, 11.1.3, 11.3.1, 11.3.5, 12.3, 14.2.4, 14.4.3~~
~~Financial Arrangements, Owner's~~
~~2.2.1, 13.2.2, 14.1.1.4~~
~~Fire and Extended Coverage Insurance~~
~~11.3.1.1~~
~~**GENERAL PROVISIONS**~~
~~**1**~~
~~**Governing Law**~~
~~**13.1**~~
~~Guarantees (See Warranty)~~
~~**Hazardous Materials**~~
~~10.2.4, **10.3**~~
~~Identification of Subcontractors and Suppliers~~
~~5.2.1~~
~~**Indemnification**~~
~~3.17, **3.18**, 9.10.2, 10.3.3, 10.3.5, 10.3.6, 11.3.1.2, 11.3.7~~
~~**Information and Services Required of the Owner**~~
~~2.1.2, **2.2**, 3.2.2, 3.12.4, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.4, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3~~
~~**Initial Decision**~~
~~**15.2**~~
~~**Initial Decision Maker, Definition of**~~
~~1.1.8~~
~~Initial Decision Maker, Decisions~~
~~14.2.2, 14.2.4, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5~~
~~Initial Decision Maker, Extent of Authority~~
~~14.2.2, 14.2.4, 15.1.3, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5~~
~~**Injury or Damage to Person or Property**~~
~~**10.2.8**, 10.4~~
~~Inspections~~
~~3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.5~~
~~Instructions to Bidders~~
~~1.1.1~~
~~Instructions to the Contractor~~
~~3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.5.2~~
~~**Instruments of Service**, Definition of~~
~~**1.1.7**~~
~~Insurance~~
~~3.18.1, 6.1.1, 7.3.7, 9.3.2, 9.8.4, 9.9.1, 9.10.2, **11**~~

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User Notes: (1869886257)

~~**Insurance, Boiler and Machinery**~~
~~**11.3.2**~~
~~**Insurance, Contractor's Liability**~~
~~**11.1**~~
~~Insurance, Effective Date of~~
~~8.2.2, 11.1.2~~
~~**Insurance, Loss of Use**~~
~~**11.3.3**~~
~~**Insurance, Owner's Liability**~~
~~**11.2**~~
~~**Insurance, Property**~~
~~10.2.5, **11.3**~~
~~Insurance, Stored Materials~~
~~9.3.2~~
~~**INSURANCE AND BONDS**~~
~~**11**~~
~~Insurance Companies, Consent to Partial Occupancy~~
~~9.9.1~~
~~Intent of the Contract Documents~~
~~1.2.1, 4.2.7, 4.2.12, 4.2.13, 7.4~~
~~**Interest**~~
~~**13.6**~~
~~**Interpretation**~~
~~1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1~~
~~Interpretations, Written~~
~~4.2.11, 4.2.12, 15.1.4~~
~~Judgment on Final Award~~
~~15.4.2~~
~~**Labor and Materials, Equipment**~~
~~1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2~~
~~Labor Disputes~~
~~8.3.1~~
~~Laws and Regulations~~
~~1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1.1, 11.3, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4~~
~~Liens~~
~~2.1.2, 9.3.3, 9.10.2, 9.10.4, 15.2.8~~
~~Limitations, Statutes of~~
~~12.2.5, 13.7, 15.4.1.1~~
~~Limitations of Liability~~
~~2.3, 3.2.2, 3.5, 3.12.10, 3.17, 3.18.1, 4.2.6, 4.2.7, 4.2.12, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 10.2.5, 10.3.3, 11.1.2, 11.2, 11.3.7, 12.2.5, 13.4.2~~
~~Limitations of Time~~
~~2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 11.3.1.5, 11.3.6, 11.3.10, 12.2, 13.5, 13.7, 14, 15~~
~~**Loss of Use Insurance**~~
~~**11.3.3**~~
~~Material Suppliers~~
~~1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.6, 9.10.5~~
~~**Materials, Hazardous**~~
~~10.2.4, **10.3**~~
~~Materials, Labor, Equipment and~~
~~1.1.3, 1.1.6, 1.5.1, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.7, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2~~
~~Means, Methods, Techniques, Sequences and Procedures of Construction~~
~~3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2~~

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User Notes: (1869886257)

~~Mechanic's Lien~~
~~2.1.2, 15.2.8~~
~~**Mediation**~~
~~8.3.1, 10.3.5, 10.3.6, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1~~
~~**Minor Changes in the Work**~~
~~1.1.1, 3.12.8, 4.2.8, 7.1, **7.4**~~
~~**MISCELLANEOUS PROVISIONS**~~
~~**13**~~
~~**Modifications**, Definition of~~
~~**1.1.1**~~
~~Modifications to the Contract~~
~~1.1.1, 1.1.2, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2, 11.3.1~~
~~**Mutual Responsibility**~~
~~**6.2**~~
~~**Nonconforming Work, Acceptance of**~~
~~9.6.6, 9.9.3, **12.3**~~
~~Nonconforming Work, Rejection and Correction of~~
~~2.3, 2.4, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2.1~~
~~Notice~~
~~2.2.1, 2.3, 2.4, 3.2.4, 3.3.1, 3.7.2, 3.12.9, 5.2.1, 9.7, 9.10, 10.2.2, 11.1.3, 12.2.2.1, 13.3, 13.5.1, 13.5.2, 14.1, 14.2, 15.2.8, 15.4.1~~
~~**Notice, Written**~~
~~2.3, 2.4, 3.3.1, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 11.3.6, 12.2.2.1, **13.3**, 14, 15.2.8, 15.4.1~~
~~**Notice of Claims**~~
~~3.7.4, 10.2.8, **15.1.2**, 15.4~~
~~Notice of Testing and Inspections~~
~~13.5.1, 13.5.2~~
~~Observations, Contractor's~~
~~3.2, 3.7.4~~
~~Occupancy~~
~~2.2.2, 9.6.6, 9.8, 11.3.1.5~~
~~Orders, Written~~
~~1.1.1, 2.3, 3.9.2, 7, 8.2.2, 11.3.9, 12.1, 12.2.2.1, 13.5.2, 14.3.1~~
~~**OWNER**~~
~~**2**~~
~~**Owner**, Definition of~~
~~**2.1.1**~~
~~**Owner, Information and Services Required of the**~~
~~2.1.2, **2.2**, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 11.3, 13.5.1, 13.5.2, 14.1.1.4, 14.1.4, 15.1.3~~
~~Owner's Authority~~
~~1.5, 2.1.1, 2.3, 2.4, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.1.3, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.1.3, 11.3.3, 11.3.10, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7~~
~~Owner's Financial Capability~~
~~2.2.1, 13.2.2, 14.1.1.4~~
~~**Owner's Liability Insurance**~~
~~**11.2**~~
~~Owner's Relationship with Subcontractors~~
~~1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2~~
~~**Owner's Right to Carry Out the Work**~~
~~**2.4**, 14.2.2~~
~~**Owner's Right to Clean Up**~~
~~**6.3**~~
~~**Owner's Right to Perform Construction and to Award Separate Contracts**~~
~~**6.1**~~

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User Notes: (1869886257)

~~**Owner's Right to Stop the Work**~~
~~**2.3**~~
~~Owner's Right to Suspend the Work~~
~~14.3~~
~~Owner's Right to Terminate the Contract~~
~~14.2~~
~~**Ownership and Use of Drawings, Specifications and Other Instruments of Service**~~
~~1.1.1, 1.1.6, 1.1.7, **1.5**, 2.2.5, 3.2.2, 3.11, 3.17, 4.2.12, 5.3~~
~~**Partial Occupancy or Use**~~
~~9.6.6, **9.9**, 11.3.1.5~~
~~**Patching, Cutting and**~~
~~**3.14**, 6.2.5~~
~~Patents~~
~~3.17~~
~~**Payment, Applications for**~~
~~4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3~~
~~**Payment, Certificates for**~~
~~4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 13.7, 14.1.1.3, 14.2.4~~
~~**Payment, Failure of**~~
~~9.5.1.3, **9.7**, 9.10.2, 13.6, 14.1.1.3, 14.2.1.2~~
~~Payment, Final~~
~~4.2.1, 4.2.9, 9.8.2, 9.10, 11.1.2, 11.1.3, 11.4.1, 12.3, 13.7, 14.2.4, 14.4.3~~
~~**Payment Bond, Performance Bond and**~~
~~7.3.7.4, 9.6.7, 9.10.3, **11.4**~~
~~**Payments, Progress**~~
~~9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3~~
~~**PAYMENTS AND COMPLETION**~~
~~**9**~~
~~Payments to Subcontractors~~
~~5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2~~
~~PCB~~
~~10.3.1~~
~~**Performance Bond and Payment Bond**~~
~~7.3.7.4, 9.6.7, 9.10.3, **11.4**~~
~~**Permits, Fees, Notices and Compliance with Laws**~~
~~2.2.2, **3.7**, 3.13, 7.3.7.4, 10.2.2~~
~~**PERSONS AND PROPERTY, PROTECTION OF**~~
~~**10**~~
~~Polychlorinated Biphenyl~~
~~10.3.1~~
~~**Product Data,** Definition of~~
~~**3.12.2**~~
~~**Product Data and Samples, Shop Drawings**~~
~~3.11, **3.12**, 4.2.7~~
~~**Progress and Completion**~~
~~4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.3~~
~~**Progress Payments**~~
~~9.3, **9.6**, 9.8.5, 9.10.3, 13.6, 14.2.3, 15.1.3~~
~~**Project,** Definition of~~
~~**1.1.4**~~
~~Project Representatives~~
~~4.2.10~~
~~**Property Insurance**~~
~~10.2.5, **11.3**~~
~~**PROTECTION OF PERSONS AND PROPERTY**~~
~~**10**~~

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User Notes: (1869886257)

~~Regulations and Laws~~
~~1.5, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 4.1.1, 9.6.4, 9.9.1, 10.2.2, 11.1, 11.4, 13.1, 13.4, 13.5.1, 13.5.2, 13.6, 14, 15.2.8, 15.4~~
~~Rejection of Work~~
~~3.5, 4.2.6, 12.2.1~~
~~Releases and Waivers of Liens~~
~~9.10.2~~
~~Representations~~
~~3.2.1, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.8.2, 9.10.1~~
~~Representatives~~
~~2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.1, 4.2.2, 4.2.10, 5.1.1, 5.1.2, 13.2.1~~
~~Responsibility for Those Performing the Work~~
~~3.3.2, 3.18, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10~~
~~Retainage~~
~~9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3~~
~~**Review of Contract Documents and Field Conditions by Contractor**~~
~~**3.2**, 3.12.7, 6.1.3~~
~~Review of Contractor's Submittals by Owner and Architect~~
~~3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2~~
~~Review of Shop Drawings, Product Data and Samples by Contractor~~
~~3.12~~
~~**Rights and Remedies**~~
~~1.1.2, 2.3, 2.4, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.2, 12.2.4, **13.4**, 14, 15.4~~
~~**Royalties, Patents and Copyrights**~~
~~**3.17**~~
~~Rules and Notices for Arbitration~~
~~15.4.1~~
~~**Safety of Persons and Property**~~
~~**10.2**, 10.4~~
~~**Safety Precautions and Programs**~~
~~3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4~~
~~**Samples**, Definition of~~
~~**3.12.3**~~
~~**Samples, Shop Drawings, Product Data and**~~
~~3.11, **3.12**, 4.2.7~~
~~**Samples at the Site, Documents and**~~
~~**3.11**~~
~~**Schedule of Values**~~
~~**9.2**, 9.3.1~~
~~Schedules, Construction~~
~~3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.5.2~~
~~Separate Contracts and Contractors~~
~~1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2~~
~~**Shop Drawings**, Definition of~~
~~**3.12.1**~~
~~**Shop Drawings, Product Data and Samples**~~
~~3.11, **3.12**, 4.2.7~~
~~**Site, Use of**~~
~~**3.13**, 6.1.1, 6.2.1~~
~~Site Inspections~~
~~3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.4.2, 9.10.1, 13.5~~
~~Site Visits, Architect's~~
~~3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.5~~
~~Special Inspections and Testing~~
~~4.2.6, 12.2.1, 13.5~~

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User Notes: (1869886257)

~~**Specifications**, Definition of~~
~~**1.1.6**~~
~~**Specifications**~~
~~1.1.1, **1.1.6**, 1.2.2, 1.5, 3.11, 3.12.10, 3.17, 4.2.14~~
~~Statute of Limitations~~
~~13.7, 15.4.1.1~~
~~Stopping the Work~~
~~2.3, 9.7, 10.3, 14.1~~
~~Stored Materials~~
~~6.2.1, 9.3.2, 10.2.1.2, 10.2.4~~
~~**Subcontractor**, Definition of~~
~~**5.1.1**~~
~~**SUBCONTRACTORS**~~
~~**5**~~
~~Subcontractors, Work by~~
~~1.2.2, 3.3.2, 3.12.1, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7~~
~~**Subcontractual Relations**~~
~~**5.3**, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1~~
~~Submittals~~
~~3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.7, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3, 11.1.3~~
~~Submittal Schedule~~
~~3.10.2, 3.12.5, 4.2.7~~
~~**Subrogation, Waivers of**~~
~~6.1.1, **11.3.7**~~
~~**Substantial Completion**~~
~~4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 13.7~~
~~**Substantial Completion**, Definition of~~
~~**9.8.1**~~
~~Substitution of Subcontractors~~
~~5.2.3, 5.2.4~~
~~Substitution of Architect~~
~~4.1.3~~
~~Substitutions of Materials~~
~~3.4.2, 3.5, 7.3.8~~
~~**Sub-subcontractor**, Definition of~~
~~**5.1.2**~~
~~Subsurface Conditions~~
~~3.7.4~~
~~**Successors and Assigns**~~
~~**13.2**~~
~~**Superintendent**~~
~~**3.9**, 10.2.6~~
~~**Supervision and Construction Procedures**~~
~~1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.7, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.3~~
~~Surety~~
~~5.4.1.2, 9.8.5, 9.10.2, 9.10.3, 14.2.2, 15.2.7~~
~~Surety, Consent of~~
~~9.10.2, 9.10.3~~
~~Surveys~~
~~2.2.3~~
~~**Suspension by the Owner for Convenience**~~
~~**14.3**~~
~~Suspension of the Work~~
~~5.4.2, 14.3~~
~~Suspension or Termination of the Contract~~
~~5.4.1.1, 14~~

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~~**Taxes**~~
~~3.6, 3.8.2.1, 7.3.7.4~~
~~**Termination by the Contractor**~~
~~**14.1,** 15.1.6~~
~~**Termination by the Owner for Cause**~~
~~5.4.1.1, **14.2,** 15.1.6~~
~~**Termination by the Owner for Convenience**~~
~~**14.4**~~
~~Termination of the Architect~~
~~4.1.3~~
~~Termination of the Contractor~~
~~14.2.2~~
~~**TERMINATION OR SUSPENSION OF THE CONTRACT**~~
~~**14**~~
~~**Tests and Inspections**~~
~~3.1.3, 3.3.3, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 11.4.1, 12.2.1, **13.5**~~
~~**TIME**~~
~~**8**~~
~~**Time, Delays and Extensions of**~~
~~3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.5, 15.2.5~~
~~Time Limits~~
~~2.1.2, 2.2, 2.4, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 11.1.3, 12.2, 13.5, 13.7, 14, 15.1.2, 15.4~~
~~**Time Limits on Claims**~~
~~3.7.4, 10.2.8, **13.7**, 15.1.2~~
~~Title to Work~~
~~9.3.2, 9.3.3~~
~~**Transmission of Data in Digital Form**~~
~~**1.6**~~
~~**UNCOVERING AND CORRECTION OF WORK**~~
~~**12**~~
~~**Uncovering of Work**~~
~~**12.1**~~
~~Unforeseen Conditions, Concealed or Unknown~~
~~3.7.4, 8.3.1, 10.3~~
~~Unit Prices~~
~~7.3.3.2, 7.3.4~~
~~Use of Documents~~
~~1.1.1, 1.5, 2.2.5, 3.12.6, 5.3~~
~~**Use of Site**~~
~~**3.13**, 6.1.1, 6.2.1~~
~~**Values, Schedule of**~~
~~**9.2**, 9.3.1~~
~~Waiver of Claims by the Architect~~
~~13.4.2~~
~~Waiver of Claims by the Contractor~~
~~9.10.5, 13.4.2, 15.1.6~~
~~Waiver of Claims by the Owner~~
~~9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.4.2, 14.2.4, 15.1.6~~
~~Waiver of Consequential Damages~~
~~14.2.4, 15.1.6~~
~~Waiver of Liens~~
~~9.10.2, 9.10.4~~
~~**Waivers of Subrogation**~~
~~6.1.1, **11.3.7**~~
~~**Warranty**~~
~~3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.4, 12.2.2, 13.7~~

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User Notes: (1869886257)

~~Weather Delays~~
~~15.1.5.2~~
~~**Work**, Definition of~~
~~**1.1.3**~~
~~Written Consent~~
~~1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 11.4.1, 13.2, 13.4.2, 15.4.4.2~~
~~Written Interpretations~~
~~4.2.11, 4.2.12~~
~~Written Notice~~
~~2.3, 2.4, 3.3.1, 3.9, 3.12.9, 3.12.10, 5.2.1, 8.2.2, 9.7, 9.10, 10.2.2, 10.3, 11.1.3, 12.2.2, 12.2.4, **13.3**, 14, 15.4.1~~
~~Written Orders~~
~~1.1.1, 2.3, 3.9, 7, 8.2.2, 12.1, 12.2, 13.5.2, 14.3.1, 15.1.2~~

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...

The Contract Documents are enumerated in the Agreement between the Owner and Contractor ~~(hereinafter the~~ (the Agreement) and consist of the ~~Agreement,~~ Agreement (and the documents enumerated therein), Conditions of the Contract (General, ~~Supplementary~~ Supplementary, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the ~~Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.~~Design Agent.

...

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

...

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

...

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

...

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

PAGE 4

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

1. Modifications (if any).
2. The Purchase Order.
3. The Agreement.
4. The Solicitation, including any Addenda, and the Specifications and Drawings
5. The Supplementary Conditions (if any);

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6. The General Conditions.
7. The Bid Proposal..

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

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

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

...

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

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

PAGE 5

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the ~~Architect~~ Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 ~~The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~ **Intentionally omitted.**

...

§ 2.2.1 ~~Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~ **Intentionally omitted.**

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§ 2.2.2 ~~Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for~~ The Contractor shall secure and pay for permits and fees, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

...

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~ **Intentionally omitted.**

...

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

...

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

PAGE 6

§ 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 ~~Architect in the Architect's administration of the Contract, or by tests, inspections~~ Design Agent, or by tests, inspections, or approvals required or performed by persons or entities other than the Contractor.

...

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

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

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

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

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

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

...

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

PAGE 7

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

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

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...

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

...

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

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

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

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

PAGE 8

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

...

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

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the ~~Architect~~ Design Agent before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The ~~Architect~~ Design Agent will

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promptly investigate such conditions and, if the ~~Architect~~ Design Agent determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the ~~Architect~~ Design Agent determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the ~~Architect~~ Design Agent shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the ~~Architect's~~ Design Agent's determination or recommendation, that party may proceed as provided in Article 15.

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

PAGE 9

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

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

...

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

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

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

...

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required

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submittals. These shall be available to the ~~Architect~~ Design Agent and shall be delivered to the ~~Architect~~ Design Agent for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

PAGE 10

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

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

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

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the ~~Architect.~~ 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 ~~Architect's~~ Design Agent's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the ~~Architect~~ Design Agent in writing of such deviation at the time of submittal and (1) the ~~Architect~~ Design Agent has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the ~~Architect's~~ Design Agent's approval thereof.

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the ~~Architect~~ 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 ~~Architect.~~ Design Agent. The Owner and the ~~Architect~~ Design Agent shall be entitled to rely upon the adequacy, accuracy and completeness of the services, ~~certifications~~ certifications, and approvals performed or provided by such design professionals, provided the Owner

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and ~~Architect~~ Design Agent have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the ~~Architect~~ Design Agent will review, ~~approve~~ approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

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

PAGE 11

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

...

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

...

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and ~~Architect~~ 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 ~~Architect.~~ Design Agent. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the ~~Architect.~~Design Agent and the Owner.

...

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

PAGE 12

~~**ARTICLE 4 ARCHITECT**~~

§ 3.18.3 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 3.18

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includes, without limitation, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

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

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

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

ARTICLE 4 DESIGN AGENT

§ 4.1.1 The ~~Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.~~ Design Agent is the person lawfully licensed to practice his or her profession in the State of Rhode Island or an entity lawfully practicing its profession in the State of Rhode Island and identified in the Contract Documents as the Design Agent.. The term "Design Agent" means the Design Agent or the Design Agent's authorized representative..

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

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

...

§ 4.2.1 The ~~Architect~~ Owner with assistance from the Design Agent will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction ~~until the date the Architect issues the final Certificate for Payment. The Architect~~ through the date the Design Agent issues the final Certificate for Payment and continuing until the expiration of the warranty period in § 3.5. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

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

§ 4.2.3 On the basis of the site visits, the ~~Architect~~ Design Agent will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The ~~Architect~~ Design Agent will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ~~Architect~~ Design

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Agent will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

PAGE 13

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

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

§ 4.2.6 The ~~Architect~~ Design Agent has authority to reject Work that does not conform to the Contract Documents. Whenever the ~~Architect~~ Design Agent considers it necessary or advisable, the ~~Architect~~ Design Agent will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the ~~Architect~~ 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 ~~Architect~~ Design Agent to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The ~~Architect~~ 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 ~~Architect's~~ Design Agent's action will be taken in accordance with the submittal schedule approved by the ~~Architect~~ Design Agent or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the ~~Architect's~~ 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 ~~Architect's~~ Design Agent's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The ~~Architect's~~ Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the ~~Architect,~~ Design Agent, of any construction means, methods, techniques, sequences or procedures. The ~~Architect's~~ Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

§ 4.2.11 The ~~Architect~~ Design Agent will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The ~~Architect's~~

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Design Agent's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

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

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

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

PAGE 14

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through the Architect~~ and the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The ~~Architect~~ Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the ~~Architect~~ Design Agent has reasonable objection to any such proposed person or entity or (2) that the ~~Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~Owner or Design Agent requires additional time for review.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or ~~Architect~~ 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 ~~Architect~~ Design Agent has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or ~~Architect~~ Design Agent has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

PAGE 15

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

...

~~When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.~~

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

PAGE 16

§ 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.~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~

...

§ 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 ~~Architect~~ 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.

...

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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 Architect will~~ allocate the cost among those responsible.

PAGE 17

§ 7.1.2 A Change Order shall be based upon agreement ~~among the Owner, Contractor and Architect;~~ between the Owner and the Contractor; a Construction Change Directive requires agreement by the Owner ~~and Architect~~ 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 ~~Architect~~ Design Agent alone.

...

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

...

.3 The extent of the adjustment, if any, in the Contract Time.

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

...

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

...

...

§ 7.3.4 ~~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.~~ **Intentionally omitted.**

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

...

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect~~ Design Agent shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the ~~Architect~~ Design Agent may prescribe, an itemized accounting together with

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appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

PAGE 18

.2 Costs of materials, supplies and equipment, including cost of ~~transportation, whether incorporated or consumed;~~delivery;

.3 Rental costs of machinery and equipment, exclusive of hand ~~tools, whether rented from the Contractor or others;~~tools; or

.4 Costs of premiums for all bonds ~~and insurance, permit fees, and sales, use or similar taxes related to the Work; and~~and insurance and permit fees related to the Work.

~~.5 Additional costs of supervision and field office personnel directly attributable to the change.~~.

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

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

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

...

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

...

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

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

§ 8.1.4 ~~The~~ Unless specifically indicated as a "calendar day", the term "day" as used in the Contract Documents shall mean ~~calendar day unless otherwise specifically defined.~~working day, excluding weekends, except as otherwise noted, and legal holidays.

...

§ 8.2.2 The Contractor shall not ~~knowingly,~~ 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.

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PAGE 19

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

...

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

...

§ 9.3.1 At least ~~ten~~ 10 days before the date established for each progress payment, the Contractor shall submit to ~~the Architect~~ the Design Agent and the Owner for approval an itemized Application for Payment prepared in accordance with the schedule of ~~values, if required under Section 9.2,~~ values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or ~~Architect~~ Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~All Applications for Payment for Change Orders must be accompanied by a Notice of Change in Purchase Order issued by the Owner, and if directed by the Owner, by the User Agency.

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

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

§ 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,~~ shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees

PAGE 20

§ 9.4.1 The ~~Architect~~ Design Agent will, within ~~seven~~ 7 days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the

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~~Architect~~ Design Agent determines is properly due, or notify the Contractor and Owner in writing of the ~~Architect's~~ Design Agent's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the ~~Architect~~ Design Agent to the Owner, based on the ~~Architect's~~ Design Agent's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the ~~Architect's~~ Design Agent's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the ~~Architect.~~ 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 ~~Architect~~ Design Agent has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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§ 9.5.1 The ~~Architect may~~ 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 ~~Architect's~~ Design Agent's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the ~~Architect~~ Design Agent is unable to certify payment in the amount of the Application, the ~~Architect~~ Design Agent will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and ~~Architect~~ Design Agent cannot agree on a revised amount, the ~~Architect~~ Design Agent will promptly issue a Certificate for Payment for the amount for which the ~~Architect~~ Design Agent is able to make such representations to the Owner. The ~~Architect~~ 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 ~~Architect's~~ Design Agent's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

...

.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; ~~or~~

.7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents.or

.8 any other failure to comply with the obligations of the Contractor under the Contract Documents.

PAGE 21

§ 9.5.3 If the ~~Architect~~ Design Agent withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the ~~Architect~~ Design Agent and the ~~Architect~~ Design Agent will reflect such payment on the next Certificate for ~~Payment.~~ Payment .

...

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

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§ **9.6.2** The Contractor shall pay each Subcontractor no later than ~~seven~~ 7 days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ **9.6.3** The ~~Architect~~ 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 ~~Architect~~ Design Agent and Owner on account of portions of the Work done by such Subcontractor.

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

...

If the ~~Architect~~ Design Agent does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven~~ 7 days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven~~ 7 days after the date established in the Contract Documents the amount certified by the ~~Architect~~ Design Agent or awarded by binding dispute resolution, then the Contractor may, upon ~~seven~~ 7 additional days' written notice to the Owner and ~~Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~Design Agent, make a claim for payment as provided under the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

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§ **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 ~~Architect~~ 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 ~~Architect~~ Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the ~~Architect's~~ 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 ~~Architect.~~ Design Agent. In such case, the Contractor shall then submit a request for another inspection by the ~~Architect to determine Substantial Completion.~~Design Agent to determine Substantial Completion. The Design Agent will perform no more than two (2) inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

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

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

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and ~~Architect~~ 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.

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect~~ Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 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 refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the ~~Architect~~ Design Agent so confirms, the Owner shall, upon application by the Contractor and certification by the ~~Architect,~~ Design Agent, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due

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for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect~~ Design Agent prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

PAGE 23

.1 liens, Claims, security ~~interests~~ 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.~~Documents; or
.4 claims permitted under the State of Rhode Island Department of Administration Division of Purchases General Conditions of Purchase.

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

PAGE 24

§ 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.~~personnel and in consultation with the appropriate governmental authorities.

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the

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

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

PAGE 25

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

PAGE 26

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

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

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

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members, employees, and agents, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

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

§ 11.2 ~~OWNER'S LIABILITY INSURANCE~~**OWNER'S LIABILITY INSURANCE.**

§ 11.2.1 The Contractor shall furnish the Owner and the User Agency, through the Design Agent, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Design Agent, and to protect the Owner, User Agency, and Design Agent from any liability which might be incurred against any of them as a result of any operation of the Contractor or Subcontractors or their employees or anyone for whom either the Contractor or Subcontractors are responsible. Such insurance shall be written for the same limits as the Contractor's comprehensive general liability insurance and shall include the same coverage.
~~The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.~~**§ 11.2.2** If the Owner engages separate contractors to perform work for, or in or around, the Project, it shall require in its contracts with each separate contractor that Contractor and its officers, directors, partners, members, employees, and agents shall be: (i) named as additional insureds on a primary, noncontributory basis to any commercial general liability, pollution liability, and excess liability insurance policies; and (ii) provided a waiver of subrogation on all workers compensation and professional liability insurance policies.

...

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

§ 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 ~~Architect's~~ Design Agent's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 ~~If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~**Intentionally omitted.**

PAGE 27

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The ~~Owner and the~~ Contractor shall take reasonable steps to obtain consent of the insurance company or

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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 ~~**BOILER AND MACHINERY INSURANCE**~~**Intentionally omitted.**
~~**The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.**~~

§ 11.3.3 ~~**LOSS OF USE INSURANCE**~~**Intentionally omitted.**
~~**The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.**~~

§ 11.3.4 ~~If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~**Intentionally omitted.**

...

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

...

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

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

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

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terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The ~~Owner~~ 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 ~~Owner's~~ Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. ~~If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

PAGE 28

§ 11.4.1 The ~~Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in ~~bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~the Solicitation.

...

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

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

...

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

PAGE 29

§ 12.2.2.1 In addition to the Contractor's obligations under Section 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 Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or ~~Architect,~~ Design Agent, the Owner may correct it in accordance with Section 2.4.

...

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

...

The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~State of Rhode Island

...

§ 13.2.1 The Owner and Contractor respectively bind themselves, their ~~partners,~~ successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 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 ~~a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents.~~ any executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, authority, school, water, or fire district, or other agency of Rhode Island state or local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic. The Contractor shall execute all consents reasonably required to facilitate such assignment.

PAGE 30

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

...

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

...

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

§ 13.5.2 If the ~~Architect,~~ Design Agent, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the ~~Architect~~ Design Agent will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such

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additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the ~~Architect~~ Design Agent of when and where tests and inspections are to be made so that the ~~Architect~~ Design Agent may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

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

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

...

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~No interest shall be due or payable on account of any payment due or unpaid under the Contract Documents except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 ***et seq.***

PAGE 31

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

.3 Because the ~~Architect~~ Design Agent has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section ~~9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~

~~.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~9.4.1

§ 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 Section 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.~~**Intentionally omitted.**

§ 14.1.3 If one of the reasons described in Section 14.1.1 ~~or 14.1.2~~ exists, the Contractor may, upon seven days' written notice to the Owner and ~~Architect,~~ Design Agent, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ executed.

§ 14.1.4 If 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 repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the ~~Architect,~~ Design Agent, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

.1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;

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...

.3 ~~repeatedly disregards~~ disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;~~or~~

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

.5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

PAGE 32

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

...

§ 14.3.2 The ~~Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 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.~~ Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work in accordance with the provisions of Section 8.3.1.

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such ~~termination, along with reasonable overhead and profit on the Work not executed.~~ termination.

...

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the ~~Architect, if the Architect is not serving as the Initial Decision Maker.~~ Design Agent. Claims by either party must 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.

...

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

PAGE 33

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

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claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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

§ 15.1.6 ~~CLAIMS FOR CONSEQUENTIAL DAMAGES~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

~~.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~

~~.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.~~

~~**This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.**~~**Intentionally omitted.**

...

§ 15.2.1 ~~Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10,~~ Claims shall be referred to the Initial Decision Maker for initial decision. The ~~Architect~~ Purchasing Agent appointed pursuant to the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision ~~Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an~~ Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.An initial decision shall be required as a condition precedent to mediation and binding dispute resolution of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been ~~rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~rendered

...

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the ~~Architect, if the Architect is not serving as the Initial Decision Maker,~~ Design Agent of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the ~~parties~~ paries fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may ~~file~~ apply for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, ~~demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~ apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other parties, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by all of the parties.

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§ 15.2.8 ~~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.~~ **Intentionally omitted.**

...

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ which shall be administered by the Presiding Justice of the Providence County Superior Court. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the ~~person or entity administering the mediation.~~ court. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution 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. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

§ 15.4 ~~ARBITRATION~~**Intentionally Omitted.**

~~§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. 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.~~

~~§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 15.4.2 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.~~

~~§ 15.4.3 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.~~

...

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

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I, Carole Cornelison, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 19:08:53 on 11/26/2017 under Order No. 6057834603_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 000800 - SUPPLEMENTARY CONDITIONS

PART 1 - GENERAL

The following supplements further modify the Modified AIA Document A201, General Conditions of the Contract for Construction, 2007 Edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

PART 2 - ARTICLES

ARTICLE 7…CHANGES IN THE WORK

7.3.11 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:
.1 For the Contractor, for work performed by the Contractor's own forces, up to10% of the cost.
.2 For the Contractor, for work performed by the Contractor's Subcontractors, up to 5% of the amount due to the Subcontractors.
.3 For each Subcontractor involved, for work performed by the Subcontractor's own forces, up to 10% of the cost.
.4 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and Subcontracts, they shall be itemized also. In no case will a change involving over $50.00 be approved without such itemization. In no case shall a change involving over $50.00 be approved without such itemization. In no case shall the combined overhead and profit be more than 10 percent plus five percent.

ARTICLE 13…MISCELLANEOUS PROVISIONS

Add the following Paragraph 13.10 to Article 13

13.10 Equal Opportunity

<u>13.10.1 The Contractor shall maintain policies of employment as follows:</u>

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

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

13.10.1.2 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 considerations for employment without regard to race, religion, color, sex, sexual, or national origin.

13.10.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

The Contractor must provide to the Owner the approved records that the Contractor, all subcontractors and their associates and individual that visit the project site, have passed a (State) Rhode Island Bureau of Criminal Identification (BCI) check before entry onto the site AND an equivalent State criminal identification check in the State they reside.

Add the following Paragraph 13.11 to Article 13:

13.11 Prevailing Wage Scales on Public Works Projects

13.11.1 Prevailing Wages shall be paid in accordance with Chapter 37-13 et seq. of the General Laws of Rhode Island, as amended and in accordance with the Rules and Regulations of the Department of Labor. Violators are subject to and responsible for all penalties, fines, and adjustments in wage and benefit payments as prescribed in Chapter 37-13 of the Rhode Island General Laws entitled "Labor and Payment of Debts by Contractors." This law shall be considered incorporated herein as if attached and written in full. Specific attention is called to Chapter 37-13-8 regarding the requirement that that "*each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on a hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first.*"

13.11.2 The wage rates as ascertained by the Department of Labor shall apply. Information concerning wage rates prevailing in the construction industry in Rhode Island may be obtained from the Office of the State Department of Labor, 1511 Pontiac Avenue, Cranston, Rhode Island and are also available by accessing the following web site, http://www.purchasing.ri.gov. Under no condition shall the wages paid, be less than those designated in the general classification and the base bids shall be prepared taking into consideration the requirement for the annual adjustments.

13.11.3 The Contractor shall meet all the requirements prescribed by the State Labor Laws and regulation, issued by the Rhode Island Department of Labor, pertaining to Public Works Projects General Laws of Rhode Island. The laws are hereby made part of this Project as if attached and written in full. 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 and;
5. Overtime Compensation

It is the contractor's responsibility to use the current prevailing wage table. The table may be obtained at the RI Division of Purchases Home Page at www.purchasing.ri.gov .

Add the following Paragraphs to Article 13

13.12 SHUTDOWNS

While every effort should be made to minimize disruptions to communications, data, mechanical and/or electrical shutdowns affecting the existing operations and facilities at the Work Site and on campus with the

work, the following criteria has been established in the event shutdowns are required to carry out the work scope of the project and/or in the event of emergency conditions.

ALL SHUT-DOWNS ARE SUBJECT TO RESTRICTIONS DUE TO STATE HOUSE REGULAR OPERATIONS AND ACTIVITIES SUCH AS SPECIAL SESSIONS, LEGISLATIVE AND GUBERNATORIAL EVENTS AND ACTIVITIES, AND PUBLIC EVENTS.

The Contractor shall make provisions to ensure that closure and/or disruption to roadways, driveways, sidewalks and other site access is minimized and scheduled well in advance if partial closure is required. Partial closure will be requested in writing by the Contractor and approved in writing by the Owner. At no time shall site access be permitted to be fully closed. The Contractor shall assure that traffic flow is maximized during peak hours of operation at the facility and at roadways affecting not only access to the site but the community as well. When traffic on these roadways is disrupted, the Contractor shall provide Police protection to assure public safety and movement of traffic as part of the base bid costs.

Additionally, these conditions shall be used in regard to dealing with Public Ways such as streets and sidewalks and adjacent businesses as they may be affected by the project. It is the Contractors responsibility to provide and pay for all permits, temporary facilities, police protection, and details required to carry out the project scope. A detailed accounting and plan of the work to be performed during the shutdown shall be provided that includes the reason and duration of the shutdown, and any operations that will be affected by the shutdown. Plans shall be prepared by the Contractor and submitted to the Architect and Owner for review and then submitted to the appropriate authorities such as but not limited to State, State and Local Police, State and Local Public Works, Local Fire Departments and other agencies having jurisdiction.

Furthermore, the Contractor shall work with the Owner in maintaining the integrity of all systems at the Work Site, throughout the building and on the campus because of the importance of the Rhode Island State House. The Contractor must coordinate and minimize any and all shutdowns of building systems as follows:

1. Ensure that the Owner is provided with proper notice when making shutdowns and pay any fees as may be required and make any accommodations necessary to maintain operations and employee and resident comfort.
2. Ensure that some Handicap parking and handicap front building entry access and a path through the Sub-basement handicap access corridor to the elevators is attainable, if needed, at ALL times.
3. Ensure that building and State House operations can continue in a secure manner and comfort is maintained 24 hours a day, seven days a week. Contractor shall clearly define through the submittal process (before an exposure to disruptions in services can be triggered) complete and comprehensive protocols and procedures which will establish the notification procedure and specific details for permanent and/or temporary conditions to be implemented by the Contractor and accommodations for building operations and employee comfort. The submittals shall be provided to the Owner and Architect for the Owner's approval and at minimum defines a procedure for the following:

001-Pre-notification Scheduled shutdowns (a minimum of not less than twenty-one (21) calendar days notification for disruptions and shut downs to issues such as but not limited to the following:

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Roadways
Driveways

Parking
Employee and Public Entrances and Egress
Building Spaces
Handicap parking and handicap front building entry access and Sub-basement access to the elevators

All costs associated with these activities and accommodations for maintaining building operations and employee comfort are considered part of the Base Bid and Base Project Schedule.
The protocol submitted to the Owner and Architect shall establish the Contractor's written notification procedure and the Contractor's plans on making either permanent work around solutions and/or temporary solutions to assure that the facility and/or facilities continue with productive and a safe business operations as usual, unless otherwise approved in writing by the Owner. The Contractor must adhere to the Owner's Shut-down protocol.

002- It is understood that certain circumstances and conditions sometimes require disruptions and shut downs that were planned for, however may not have had the precise timing pre-planned, schedule acceleration has impacted the timing, extraordinary circumstances dictate that the work be performed out of sequence to allow the Project to continue. These disruptions/ shut downs shall be permitted with proper notification and SPECIFIC PRE-AUTHORIZATION BY THE OWNER in accordance with the protocols established by the Contractor as approved by the Owner provided notification is provided within ten (10) days of the scheduled work and as long as accommodations are provided for continued building operations and maintaining employee comfort. All costs associated with these activities are considered part of the Base Bid and Base Project Schedule.

Illustrative examples include but are not limited to:

Power
Data
Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces
Handicap parking and handicap front building entry access and Sub-basement access to the elevators

The Owner reserves the right to reject and/or request modification to these disruptions/ shut down requests, if it is determined that the request cannot be carried out in a manner that protects the interest of the Owner. In the event the request is rejected and/or otherwise modified the Contractor shall not be compensated for additional costs and/ or provided additional time for the Project provided the modification and timing is for just cause.

003- A protocol for Emergency and/or Accidental Shutdowns that require an <u>Immediate Response Action</u> shall be established for the Project.

The Contractor shall clearly provide details as to how they intent to minimize and/or otherwise correct or make alternate provisions to minimize the impact of the disruption to the Owner for issues pertaining to items such as but not limited to…

Power
Data

Communications
Mechanical Systems
Fire Protection
Emergency Egress as may be required
Roadways
Driveways
Parking
Employee and Public Entrances and Egress
Building Spaces
Handicap parking and handicap front building entry access and Sub-basement access to the elevators

The costs for Emergency and/or Accidental disruptions and/or shut downs shall be the Contractors.

004- The Contractor acknowledges that any and all cost borne by the Owner and Architect due to shutdowns of systems due to poor planning by the Contractor shall be paid for by the Contractor and shall be appropriately deducted by a deductive change order affecting the next payment requisition.

Additionally, the Contractor shall not be eligible for time extensions due to rejection of a shutdown, rejected for failure to comply with this section or due to poor planning by the Contractor.

006- Perform any duties required by Owner when making a shut down.

007- Provide appropriate fire watch during shutdowns which may affect fire alarm and or sprinklers system operations.

008- Duration of shutdowns shall be kept to a minimum.

009- All systems shall be returned to normal operating conditions at end of work day, unless otherwise planned and provided for and approved by the Owner in writing.

13.13 ZERO PUNCH LIST ITEM OBJECTIVES

The Contractor shall promptly correct conditions pointed out as being deficient at the time of the discovery and notification of such conditions and shall not defer the correction of work to the punch list or close-out phases of the project. Upon notification of deficient Work the Contractor shall take action to correct the existing Work and not continue with new/additional Work in the manner that has been identified as being deficient. Deviation from this project approach shall be grounds for a Stop Work Order on the Project and the Owner and Architect will not be responsible for delays and/or additional costs due to the Stop Work Order.

All punch list and deficient work shall be performed by workmen skilled in the trade of the item damaged or improperly installed and in no cases shall repair work be performed by anyone other than the original installing Contractor without the written approval of the Owner and/or Architect, unless said Contractor is determined incompetent to continue such work at which time the Contractor will submit an alternative Contractor to the Owner in writing for approval at no additional costs to the Owner.

13.14 ADDITIONAL CONTRACT DOCUMENTS

Additional Consultant Reports included are to be considered part of the Contract Documents as Reference Materials. Consultant reports are complementary. They are as follows:

- None other than those included in the Drawings and Project Manual.

13.15 Quantity of Drawings and Specifications due the Contractor

The Owner shall furnish to the Contractor one (1) electronic file which includes drawings in CAD format for the purposes of producing As Built Documents.

13.16 Energy Rebates

When dealing with the utilities and other vendors in which the Owner is eligible for Energy Rebates or other forms of rebates, credits, discounts and etc., the Contractor shall assure that all applications are filled out and executed in a manner that rebate checks, credits and or/other forms of reimbursement are paid directly to the Owner with no exception unless otherwise noted and/or approved in writing.

13.17 Liquidated Damages

Damages are defined and delineated in the Bid Form

Add the following Paragraph 13.18 to Article 13

13.18 Special Warranties, Warranty Response Time, Service Contracts

The Contractor shall provide and pay for all the requirements outlined in this section (13.18) as part of the Project Base Bid.

Service Contracts will be captured in the Project Schedule of Values. The costs associated with the Service Contract Work will not be subject to retainage, and will be billed quarterly for the duration of the Service Contract period, unless otherwise approved in writing by the Owner.

Warranty Provisions:

As prescribed in Paragraph 12.2.2.1 of AIA Document A201- 2007 as amended by the Contract Agreement the Contractor shall provide a minimum of a **two (2) year** warranty period on all systems, repairs, materials and workmanship incorporated in the project. Systems, repairs, materials and workmanship that has been prescribed as having warranties for periods greater than **two (2) years** by the individual specification sections shall be carried at the warranty period prescribed by that individual reference provided a minimum of **two (2) years** are provided in all aspects of the warranty/guarantee provisions.

Additionally, as prescribed in 12.2.2.2 of AIA Document A201-2007 as amended by the Contract Agreement, the **two (2) 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 performance of Work[1].

Furthermore, as provided in 12.2.2.3 of AIA Document A201-2007 as amended by the Contract Agreement states upon completion of any Work under or pursuant to Paragraph 12.2 that **the two (2) year** correction period in connection with the Work requiring correction shall be renewed and recommence. The obligations under Paragraph 12.2 shall cover any repairs and replacement to any part of the Work or other property that is damaged by the defective Work and Work impacted by such corrective action.

The Contractor is hereby notified that no warranty period of less than **two (2) years** is acceptable on the project and any and all contradictions to this **two (2) year** period in the individual specification sections shall be considered edited to read **two (2) years** in the event those specification sections indicate otherwise with the exception of those items that provide warranty/guarantee periods that are prescribed for a period of

[1] Punch List Completion and Acceptance

greater than **two (2) years**. Those periods shall remain for the period that has been prescribed, as greater than **two (2) years** as published and established in the Contract Documents.

Response Time Pertaining to Warranty Work:

The Contractor shall be prepared to respond to various warranty claims in accordance with the following schedule.

Schedule One, One Hour Response*:

The Contractor will respond to the Owner's request for service and have **qualified personnel on site** for:

- None listed

Within One (1) Hour [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365, 366)] of initial attempt to notify the Contractor, or applicable assigned/approved Subcontractor or Designee of the Contractor of the emergency condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Schedule Two, Two Hour Response:

The Contractor will respond to and have **qualified personnel on site** for:

- None listed

Within Two (2) Hours [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365, 366)] of initial attempt to notify the Contractor, or applicable assigned/approved Subcontractor or Designee of the Contractor of the emergency condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work

has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The “Initial Attempt to Notify the Contractor” for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Schedule Three, Four Hour Response:

The Contractor will respond to and have **qualified personnel on site** for:

- Floor, stair, bench, fire hose apron, guardrail, and door operator failure of the Work or caused by the Work.

ALL OTHER EMERGENCY TYPE CLAIMS that present safety issues, discomfort, and/or otherwise affects the well-being of the building occupants within Four (4) hours [twenty four hours a day seven days a week three hundred sixty five days or three hundred sixty six days a year, (24x7x365,366)] of initial attempt to notify the Contractor of the building condition.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The “Initial Attempt to Notify the Contractor” for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Schedule Four, Two Day Response:

The Contractor will respond to and have **qualified personnel on site** for:
GENERAL WARRANTY CLAIMS within Two calendar (2) days of the initial attempt to notify the Contractor of the need for action.

Failure to respond within this prescribed period allows the Owner to obtain services by others to stabilize and/or correct the failed system to protect the building, equipment, and/or occupants. Should correction by others be necessary due to the failure of the Contractor to respond in accordance with the time prescribed herein, the Owner reserves the right to charge the Contractor for all services rendered to correct the condition including but not limited to direct fees, administrative fees and Work associated with cleanup and disposal of damaged materials. Work performed by others does not cancel or render applicable existing and/or extended warranties by the Contractor null and void as this work has been performed by others as the Contractor failed to respond to the warranty claim in accordance with the appropriate times prescribed herein.

Telephonic Communication will be the prime means of notification followed by written communication.

The "Initial Attempt to Notify the Contractor" for a response action to Warranty Claims shall be defined as the initial call placed to the Contractors Legal Place of Business, messages left with answering services, answering machines, electronic voice mail systems, messages with staff answering call at the place of business, messages with secretaries, calls placed to pagers, mobile phones and etc. E-Mails shall not be considered appropriate notification.

Service and Mandatory Contract Requirements:

The Work shall be carried out by the Contractor or Sub-Contractors that provided and installed the original systems, assemblies, components, and etc. unless otherwise approved in writing by the Owner and Architect, or the regulatory requirements mandate another source of service. In such instances **where the service company has to be other than the original installing Contractor**, the firm proposed by the Contractor shall be submitted to the Owner for approval. The Owner reserves the right to reject a proposed Service Provider if it is determined to be in the best interest of the Owner to do so, and a new provider shall be submitted to the Owner for consideration at no additional cost to the Owner. All service companies shall be licensed to perform services in the State of Rhode Island and be in good standing with any and all regulatory agency(s) governing their licenses and/or trade.

The relation of Service Provider shall be established by a service contract established by the Service Provider between the Contractor, the Service Provider, and the building end user (appropriate name and contacts will be provided to the Contractor) as applicable which clearly outlines services to be provided. Payments for services shall be made to the Service Provider by the Contractor.

The Service Provider shall make all arrangements for the scheduling and timing of any and all preventative, predictive, and scheduled maintenance service calls, testing, seasonal system closure and startup and other requirements through the Rhode Island Department of Behavioral Healthcare, Developmental Disabilities and Hospitals responsible for oversight (manager contact information will be submitted to the Contractor) and/or persons designated by the Owner. It shall be the responsibility of the Contractor through its Service Provider to assure that timely and on schedule maintenance takes place in accordance with all system requirements.

The following systems, as applicable to this project, shall be fully covered by programs that allow for legally prescribed testing, services, adjustments and etc. required to continue operations of the building system, in full compliance with any and all local, state, federal and miscellaneous requirements for continuous and uninterrupted building operations.

PREVENTATIVE, PREDICTIVE, SCHEDULED and REGULATORY
The following categories will require Service Contracts for those items provided per contract
Door Operators

Add the following Paragraphs to Article 13

13.19 Technical Expertise and Quality Expectations

The Contractor is herein advised that it is the Owner's intent to assure that all persons working on the project provide workmanship to the highest degree of all standards applicable in the industries in which they practice and within the standards outlined in section 002115.

As such the Contractor is hereby notified that the selection of their project management teams, sub-contractors and their project management teams are fully compatible, properly trained and licensed and have a track record in performing work in strict accordance with the required degree of quality to assure a fully functional facility on opening day. It shall be noted that access to the building is limited and systems

are critical and opportunity to perform corrective work is extremely limited and disruptive to the facilities operation.

13.20 INDOOR AIR QUALITY PROGRAM

It is the Owners goal on this project to be proactive in maintaining the environmental comfort of the facility for the workers, visitors, staff, and future occupants.

As it is a known fact, many short and long-term Indoor Air Quality (IAQ) issues with occupied buildings during construction work are a result of poor construction practices, the Contractor shall submit to the Owner and Architect an IAQ Management Plan for approval by the Owner prior to the start of construction ***and within five (5) days of issuance of PO.*** This plan shall address procedures and programs to be carried out during **ALL phases** of construction beginning on day one and continued through the punch list and final completion phases of Work including initial occupancy as required and anticipated in the Construction Milestone Schedule. All costs associated with the development of the IAQ Management Plan, implementing the plan, performing, and supervising the work necessary to meet the objective of the IAQ Management Plan, and services required to enforce and monitor the program shall be part of the Base Bid provided by the Contractor.

The following areas and procedures have been identified and shall be incorporated in the plan, in addition to those items that have been identified throughout the technical sections of the agreement and those areas otherwise customarily established in an IAQ Management Plan for new, existing, and occupied construction through organizations such as but not limited to the Sheet Metal And Air Conditioning Contractors National Association (SMACNA), and the United States Environmental Protection Agency (EPA).

General Concerns during Construction and Post Partial Occupancy are illustrated below and shall be addressed as part of the Indoor Air Quality Program:

- Maintain overall cleanliness of the job site and frequent housekeeping in all areas to eliminate dust and other debris during the Work.
- Ensure that all products are not installed prior to proper weather protection, and are fully protected from any sources of moisture throughout the entire construction process including receipt of the product.
- Promptly and thoroughly clean spills of materials that can be absorbed into the building substrate. Document areas, of such spills in the record drawings.
- Accelerate emissions of wet products by using high ventilation.
- Do not unnecessarily cut materials that create dust and other fine debris.
- Use dust recovery systems to minimize dust.
- No smoking shall be permitted on the project site, either in the building or on State House campus grounds.
- Properly dispose of food throughout the construction process at all times. Do not allow food or beverages to accumulate at any time and under no circumstances shall food and drink be permitted to be disposed of on the roof, in walls and other building cavities.

- Protect ducts, building features and light fixtures from construction dust and debris. Keep ducts clean at all times.

- Seal all return ducts to ensure that contaminants do not enter the HVAC system.

- Insure that exhausted contaminants do not re-enter the building through open windows or the air intake of the HVAC system.

- Positive air flow is required when recommended by the manufacture to create air flow when drying/ventilating a large area; employ additional measures to reduce odor in the occupied spaces.

- Provide a separation of Construction areas from Public space.

13.21 <u>Noise Control</u>

- The Contractor shall provide methods, means, and facilities to minimize noise produced by the Construction operations when there are occupants in the building.

- The Contractor shall abide by City of Providence noise ordinances.

- The Contractor is permitted to work on the interior of the State House as outlined in section 13.31.

- All requests to Work outside the delineated hours shall be submitted to the Owner and Architect in writing a minimum of three (3) calendar weeks in advance. The Owner reserves the right to reject such requests and rejection of request does not entitle the Contractor to an extension of Contract time and/or additional funds, unless those dates were clearly scheduled in the original Project Schedule.

- Work required and/or directed outside the hours and conditions prescribed above to meet the scheduled project deadlines are subject to all the conditions prescribed within this section.

13.22 <u>Dust Control</u>

- The Contractor shall execute the Work by methods to minimize raising dust from construction operations on a continuous basis and provide effective dust control on a continuous basis as Work progresses. This is a critical requirement and shall be appropriately budgeted for as enforcement of this requirement is essential.

- For Gallery bench/stair/landing demolition and construction, and wall/trim preparation, the Contractor shall provide negative pressure particle containment, including air flow control, negative air machine(s) with HEPA filter(s), negative air flow, and physical containment tent with ceiling, walls and coverage to the floor. Containment must include, at the entrance, an attached containment area with openings on two sides and floor sticky pads. At least 6 air changes per hour (ACH) is required. The negative air machine(s) must be connected to ducting that exhausts the air outside of the contained area.

- Contractor must prevent air-borne dust from dispersing into the atmosphere and ensure that particles are not being pulled into the building HVAC system or fire protection system.

- The Contractor shall fully comply with all applicable sections of the latest version of the Clean Air Act as enforced by the Environmental Protection Agency, The Rhode Island Department of

Environmental Management, the Rhode Island Department of Health, OSHA, and any other agencies involved in its enforcement. Additionally, the Contractor shall fully comply with rules, regulations, laws, and standards governed at the state and local level that are related to the Clean Air Act and/or are otherwise extensions of the enforcement of the Clean Air Act. These acts are considered to be part of this Contract as if written in full and attached herein. The Contractor is responsible for and shall plan accordingly for any and all costs associated with the enforcement of these requirements.

13.23 Not used

13.24 Notice of Technology Use for Documents

Contractors are here-in notified that the Project Team utilizes E-Mail, and Software to process RFI's, Payment Requisitions, Submittals and other critical project documents. As such the Contractor shall be prepared to utilize these methods of posting various documents through E-Mail and utilizing software such as but not limited to Microsoft Office, Adobe Acrobat, and AutoDesk AutoCAD.

13.26 Not used

13.27 Not used

13.28 On Site Water Use

In preparing the cost of the Project the Contractor shall take notice that on site water (provided by the Owner) can be made available as long as this water source is not allowed to run when not in use, or that the contractor abuse the facilities, or damage the plumbing system. The Contractor may also choose to provide water from an off-site source.

13.29 Field Reports/Actions

The Contractor acknowledges that action items outlined in field reports prepared by the Project Architect, Project Engineer and the Owner's Project Manager that call out or otherwise identify deficiencies in construction and/or other project requirements shall be corrected as noted. Field reports delineating issues shall be considered part of the project document path and if the Contractor disagrees with the noted reported deficiency, the Contractor shall promptly document such disagreement for review by the Architect and Owner and the Owner's Project Manager.

13.30 Loading

Do not load any part of the Work involved in this Contract, during construction, with a load greater than that calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor shall be held responsible under his Contract and Bond. When, in the opinion of the Architect, portions of the structure appear to be overloaded, it shall be the Contractor's responsibility to prove otherwise, or the Contractor shall follow the instructions of the Architect in connection with reduction of the loads.

13.31 Working Conditions

The Contractor must confer with the Owner and coordinate the Work of the project so as to ensure staff, and building occupants environmental comfort, and that the building's visitors, and State House and campus activities can continue unimpeded, especially as required in sections 13.12, 13.20, 13.21, 13.22. The Contractor must coordinate the Work so as not to inconvenience State House activities such as, normal operations, special sessions, legislative and gubernatorial events and activities, and public events. The Contractor must adhere to the following Work / Working Time Schedule:

Work	Working Time Schedule
1. All demolition, noise and dust generating construction, and painting/refinishing for the Senate and House Gallery Bench/Landing Modifications	Monday through Friday from 6:30 AM to 2:30 PM.
2. All items to provide the Senate and House Gallery Bench/Landing Modifications other than in item 2 above	Monday through Friday from 6:30 AM to 2:30 PM.
3. All door hardware	Monday through Friday from 6:30 AM to 2:30 PM.
4. All placement of Fire hose aprons only (not refinishing or painting)	With Pre-approved schedule, Monday through Friday from 6:30 AM to 2:30 PM.
5. All refinishing or painting of Fire hose aprons (not in item 5 above).	With Pre-approved schedule, Monday through Friday from 6:30 AM to 2:30 PM.
6. All signage	Monday through Friday from 6:30 AM to 2:30 PM.

END OF SECTION 000800

01 1010 SUMMARY – Attachment A

NOTE:
Unrestricted = Contractor to plan and schedule work and submit for review and approval by Owner. Not used on this project.
Limited Restriction = Contractor to meet with Owner and coordinate access to these areas after pre-scheduling.
Restricted = Contractor to perform work on dates/times provided in this document when scheduled and approved.

TIME RESTRICTIONS:

See Section 008000, Par. 13.31 Work Conditions / Work Time Schedule

OTHER AREAS/GENERAL NOTES:

The Contractor will be responsible for providing protection for all furniture and belongings in each area. The Contractor is also responsible for cleaning their work areas after each shift so that they are ready for Owner occupancy the next day (see section 01 1000).

The Contractor is responsible for maintaining egress paths during construction to the satisfaction of the Fire Marshall and the AHJ.

The building occupants are sensitive to dust issues. The Contractor will be responsible for providing dust containment in each area while it is under construction and then cleaning each contained area daily when the shift is over.

Contractor is responsible for cleaning and restoring, at the end of each shift, the areas of work and the path used to carry materials in and out of the building and is responsible for any and all associated costs.

Parking is not provided.

Any material not installed during the shift must be removed from occupied areas at the end of each shift.

No equipment or material shall be stored in the Gallery Areas of work containment; temporary carpet must be installed as soon as possible after the adjacent work is complete, to allow full use of the areas by the Owner in the interim.

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 intent is to upgrade the accessibility to the disabled in various areas of this historic building. Knowledge of historic preservation and Heritage Commission guidelines is required in the execution of the work. The scope is described in the drawings and specs and it includes, but it is not limited to the following:
- install aprons, typical at fire hose cabinets;
- modify benches and landings at senate and house galleries for wheel chair access;
- provide and install door operators at doors in the house and senate galleries.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described herein.

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: As described in the drawings and specifications.

E. MEP modifications: As described in drawings and specifications.

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 section 00 8000 for availability and restrictions on access to spaces.

B. 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 section 00 8000 and Attachment A following this section. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements.

B. Arrange use of site and premises to allow:
1. Adjacent activities and occupation to progress as planned for the Owner.
2. Use of street and adjacent properties by the Public and Sate.
3. Continued operation of the facility in accordance with section 00 8000 and

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. Refer to section 00 8000.

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, as stipulated in section 00 8000
   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 to be provided by Owner.

F. Elevator use:
   1. The Contractor is allowed limited use of the elevator at times pre-approved by the owner and dependent upon the contractors required protection and non-abuse of the elevator.

G. Cleaning:
   1. The Contractor must clean, vacuum, dust, wipe down all areas of work and adjacent affected areas upon conclusion of any work.
   2. The Contractor must submit a completed barrier/cleaning checklist for every day of work.

1.06 ITEMS TO BE SALVAGED

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

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

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.

1.08 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. This allowance is for an independent company, approved by the Owner, to provide testing services $ 5,000.00

2. This allowance is for abatement, construction and installation not included in base bid, due to conditions that may be revealed during the demolition $15,000.00

END OF ATTACHMENT

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:

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 may schedule meetings at the Project site prior to the Contractor's occupancy of different areas of the building.

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 in a format approved by the Owner 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:
    - Work in sub-basement;
    - Work in Senate and House galleries;
    - Installation of aprons at fire hose cabinets;
    - Installation of base bid hardware;

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.

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.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 3310 SUBMITTAL PROCEDURES - Attachment A

A. Submittal List, including, but not limited to, the following (see also individual specifications sections):

1. Hardware
2. Door operator
3. Carpet
4. Handrails
5. Paint
6. Millwork

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.

H. Perform work in compliance with requirements by FM Global.

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

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, its Consultants, or the Owner only.
   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 Owner, 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, Owner, 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 not including the Allowances.

H. Agency Responsibilities:
   1. Test samples of mixes submitted by the Contractor.

2. Provide qualified personnel at the site. Cooperate with the Design Agent, its Consultant, the Owner 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, Owner, 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, and the Owner.
7. Attend the preconstruction meetings and the progress meetings.

I. Testing Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, Owner, 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.

D. Mock-Ups are required for:
1. Each type of fire hose apron
2. Each type of door hardware installation.
3. Handrail in Gallery
4. Bench Modification in Gallery
5. Carpeting in House Gallery
6. Carpeting in Senate Gallery

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. This work is to be paid from contract sum NOT including the Allowances.

1. Retesting being performed as a result of the Contractors failure to properly perform or execute the original work.
2. Retesting required due to failure of original test.
3. Required testing to reconfirm or otherwise determine course of action required for remediation of a system or assembly not meeting the specifications or other prescribed and/or required standard (s).
4. Testing associated with the progress of rework as may be required to bring a system or systems into compliance with the applicable standards.
5. Testing confirming that corrective action has been performed properly.
6. Additional costs for testing premiums required due to the Contractors failure to properly schedule or otherwise have a system or assembly tested at the appropriate time.

B. Additional Owner-Authorized Testing Requirements List. This work is to be paid from the Testing Allowance.

1. Hazardous material testing
2. Other testing as directed by the Owner.

C. Other

1. None

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.

   5. Temporary ventilation.
   6. Telephone service.
   7. Temporary water service.
   8. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices

   3. Parking/Traffic.
   4. Progress cleaning and waste removal.

C. Temporary Controls:

   2. Enclosures
   3. Security.
   4. Fire detection.

   6. Dust control.

   8. Noise control.
   9. Pest control.
   10. Pollution control.
   11. Rodent control.

D. Removal of utilities, facilities, and controls with reseeding 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.

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.

G. Contractor must have electrician on-site to troubleshoot any problems or service outages caused by the contractor's use of electricity and to work with building representatives to resolve these problems immediately.

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

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 Owner when temperatures require. Take care to avoid leaving doors open in exterior walls that could compromise heating operations.

B. Supplement with temporary heat devices if needed to maintain the specified conditions for construction operations even in existing buildings.

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.

C. Strictly utilize negative pressure containment with ventilation to the exterior for work in the galleries.

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.

1.09 TEMPORARY SANITARY FACILITIES

A. The Owner will designate temporary toilet facilities per gender for use by all construction personnel. Trades people will not be permitted to use existing facilities within the building. At the end of each shift the contractor shall have the designated toilet facilities professionally cleaned

1.10 FIELD OFFICES

A. Do not use State facilities for storage. Job meetings will be held at a location to be chosen by the Owner. The Owner will provide a location on-site for the contractor.

B. Limited storage can be accommodated at the work area from Fridays at 6:00 pm to Sunday at 7:00 pm, No items my remain outside of these times.

C. The Contractor shall provide at least a copier, scanner, and Internet capability.

1.12 PARKING/TRAFFIC

A. No parking spaces in lots are available. Contractor must utilize on street parking. Accessibility for loading and unloading must be coordinated with the Owner.

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.

G. Use designated existing on-site roads for construction traffic.

I. Removal, Repair:
   1. Remove temporary materials at Substantial Completion.

   3. Repair existing and permanent facilities damaged by use, to the original or specified condition. Per sections 00 8000 and 00 2115

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 each day.

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.

1.17 ENCLOSURES AND FENCING

A. Interior Enclosures:

1. Provide temporary partitions and ceilings as indicated to spearate 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. No attachments shall mar or damage any surface or material in any way.

2. Construction: Framing and reinforced polyethylene 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.

3. Refer to section 00 8000 for further requirements.

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.
4. All Workers must pass BCI check and similar program of investigation in their state of residence, if outside Rhode Island, and the information forwarded to the Owner before working on the site.
5. All workers on the site must be attired with clear identification of their company.
6. All workers on the site must wear a photo identification badge with name of the worker clearly indicated on badge.
7. Contractor must submit list of workers to the Owner's representatives via email at least 12 hours prior to each days work.
8. Workers found outside of authorized areas, or not found on the approved workers list for the day, either in person or on video tape may be prevented from remaining and/or returning to the State House site and the contractor shall bear all responsibility to provide the work and maintain the project schedule.

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

C. Refer to section 00 8000 for further requirements.

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.

1.21 DUST CONTROL

A. Execute the Work by methods to minimize raising dust from construction operations.
B. Provide full pressurized air dust containment as specified in Section 00 8000 for Work in and about the galleries.
C. Refer to specification section 00 8000.

1.23 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by the construction operations.
B. Refer to specification section 08 000.

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.

C. Clean and repair the damage caused by installation or use of temporary work. Refer to specification section 00 8000.

D. Restore the existing and new facilities used during construction to their original condition. per requirement of sections 00 8000 and 00 2115.

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

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

SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Examination.

B. Preparation.

C. Hot Work

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. Including, but not limited to section 00 2115.
   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. Per manufactures recommendations and Section 00 2115.

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. and Section 00 2115.

1.04 HOT WORK

A. A Hot Work permit is required for any operation involving open flames or producing heat and/or sparks. This includes but is not limited to brazing, cutting, grinding, soldering, torch-applied operations and welding. All work must be in compliance with FM Global requirements.

1.05 PROTECTION OF ADJACENT CONSTRUCTION, PATHWAYS AND STAGING AREAS

A. Protect existing property to include, but not limited to, flooring, stairs, walls, ceilings, handrails, doors and fixtures used operationally for the work of the project. Provide special protection where specified in individual Specifications sections. All work damaged by the Contractor must be repaired or replaced per Section 00 2115.

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 fixtures and furnishings damaged by construction and/or operations to project surfaces to the original condition, required in section 00 2115 and the satisfaction of the Owner. Contractor is responsible to pay for professional de-installation, packaging, storage, and re installation of items mounted to any surfaces damaged by the contractor, adjacent to areas of work. The Owner must give approval for all professional services providers.

1.06 CUTTING AND PATCHING

A. Employ skilled and experienced installers to perform cutting and patching.
In accordance with specification sections here within, including, but not limited to section 002115.

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.
   6. Historic Appearance

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. or as required in section 00 2115.

G. Restore Work with new Products in accordance with requirements of Contract Documents. including, but not limited to section 00 2115.

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 entire plane(s) to nearest inside corner; 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 and project specifications 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.

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.

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.
In accordance with section 00 2115.

L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent and Owner for review and approval.

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 in accordance with section 00 8000 but no less than 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.

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. and Owner and in accordance with section 00 2115.

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

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.

G. Methods of trash/waste disposal that are not acceptable are:

   4. 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.

A. See Section 01 3300 for submittal procedures.

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.

END OF SECTION

SECTION 017800 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Close out Procedures and Documents list for Rhode Island Capital Projects.
   2. Substantial Completion procedures.
   3. Final completion procedures.
   4. Warranties.
   5. Final cleaning.
   6. Repair of the Work.
   7. Exhibit “A”

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

D. Exhibit “A” - Close out Procedures and Documents list for Rhode Island Capital Asset Management and Maintenance.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

C. Field Report: For pest control inspection.

D. Exhibit “A” - Close out Procedures and Documents list for Rhode Island Capital Projects

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

B. Exhibit “A” - Close out Procedures and Documents list for Rhode Island Capital Projects

C. SUBSTANTIAL COMPLETION PROCEDURES

D. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

E. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.

   a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.

5. Submit test/adjust/balance records.

F. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Perform preventive maintenance on equipment used prior to Substantial Completion.
2. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
3. Participate with Owner in conducting inspection and walkthrough with building staff.
4. Terminate and remove temporary facilities from Project site, along with not permanent mockups, construction tools, and similar elements.
5. Complete final cleaning requirements, including touchup painting.
6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects, in accordance with section 00 2115.
7. Exhibit “A” - Close out Procedures and Documents list for Rhode Island Capital Projects

G. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.5 CLOSEOUT PROCEDURES AND DOCUMENTS LIST FOR RHODE ISLAND CAPITAL PROJECTS

A. Intent: the intent of these documents, as provided by the Owner, is to provide a continuous update on where close-out procedures and documentation stand throughout the construction process. The Owner (the DOA) is requiring documentation to be provided in a progressive manner and to allow for periodic evaluation to verify close-out work and documentation is being addressed throughout the project.

B. Prior to Substantial Completion, it is the responsibility of the Contractor to complete and sign the provided checklist certifying that all items listed within the checklist are accounted for and have been transmitted to the Owner. Payments throughout the Construction Phase of the Project will not be issued until this document is signed by the Contractor and Architect certifying the status of the close out documents.

C. Payment Schedule
1. Beginning at 25% completion of the project, as established by the schedule and se project and where all documentation stands in relation to the overall completion of the project. The following mandatory submission as they relate to the Rhode Island Close Out Procedures and Documents checklist will be as follows:
   a. Once at 25%.
   b. Once at 50%.
   c. Once at 75%.
   d. Once at 90%.
   See Close Out Documentation Checklist as provided by the Department of Administration.
2. Architect, in its capacity to certify Applications for Payment from Contractor, can withhold certification if Close Out Document is not provided as per the schedule written above in item 1.
3.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012000 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report.
5. Instruct Owner's personnel in operation, adjustment and maintenance of products, equipment and systems as per the Close Out Procedures and Documents List for Rhode Island Capital Projects listed in section 1.6.
6. Fully completed Close-Out Procedures and Documents List for Rhode Island Capital Projects. See Exhibit "A".

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Submit list of incomplete items in the following format:

   a. MS Excel electronic file. Architect will return annotated file.
   b. PDF electronic file. Architect will return annotated file.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned that are in compliance with section 00 2115. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning in compliance with section 00 2115. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
   a. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   b. Remove tools, construction equipment, machinery, and surplus material from Project site.
   c. Clean exposed interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural

weathering of exterior surfaces. Restore reflective surfaces to their original condition.

d. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
e. Sweep concrete floors broom clean.
f. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
g. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
h. Remove labels that are not permanent.
i. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
j. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills in areas of dust invoking work.
k. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter on inspection.

l. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
m. Leave Project clean and ready for occupancy.

C. Pest Control: Comply with pest control requirements in Section 015000 "Temporary Facilities and Controls."

D. Construction Waste Disposal: Comply with waste disposal requirements in Section 017320 "Construction Waste Management."

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations in accordance with section 00 2115 before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
   1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces in accordance with section 00 2115, and other sections.

a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

END OF SECTION 017800

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Requirements:
1. Section 017300 "Execution" for final property survey.
2. Section 017700 "Closeout Procedures" for general closeout procedures.
3. Section 017823 "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit three complete sets of so called “As-Built” or “Record” drawings to the Architect prior to the conclusion of the construction phase and prior to final payment provided that necessary subcontractors had, in a timely manner, provide adequate and accurate as-built drawings to the Contractor.
2. Number of Copies: Submit copies of record Drawings as follows:

   a. Initial Submittal:
      1) Submit record digital data files and two set(s) of plots.
      2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.

   b. Final Submittal:
      1) Submit PDF electronic files of scanned record prints and three set(s) of prints.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.

1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

    a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    b. Record data as soon as possible after obtaining it.
    c. Record and check the markup before enclosing concealed installations.

2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect

C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Format: Annotated PDF electronic file.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:

    a. Project name.
    b. Date.
    c. Designation "PROJECT RECORD DRAWINGS."
    d. Name of Architect.
    e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. Note related Change Orders and record Drawings where applicable.

B. Format: Submit record Specifications as scanned PDF electronic file(s) of marked-up paper copy of Specifications.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as scanned PDF electronic file(s) of marked-up paper copy of Product Data.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 017839

Close Out Procedures & Documents List for Rhode Island Capital Asset Management And Maintenance

Prior to Substantial Completion this document is to be completed and signed by both the Contractor and the Architect Certifying that all items listed are accounted for and have been transmitted to the Owner. Payments through out the Construction Phase of this Project will not be issued till this document is Signed by the Contractor and Architect signifying the status of the Close Out Documents.

				MANDATORY PROGRESS SUBMISSIONS						
			Start Date	25%	50%	75%	90%	Transmittal Date to Owner Signifying Completion	Contractor Initial	Architect Initial
A		Provide Logs for tracking of the following Items:								
	1	Submittals Log: indicating approval date, rejection date, resubmission date								
	2	Sketches Log: indicating approval date, rejection date, resubmission date and drawing page reference								
	3	Change Order Requests Log: indicating approval date, rejection date, resubmission date, and Requested By (aka: owner, contractor, architect, other)								
	4	Equipment Startup Tests								
	5	Warranties Log; broken down by Division and Manufacture and product name								
	6	Log of Demonstration and Training; Session Notes - with Sign-in Sheets indicating who was trained.								
	7	Service Visits Log: After Start Up of Equipment this log tracks how often, and who came to service, with reason for visit, and includes all Work Service Slips								
	8	Utility Request Log: Indicating Utility type, date of request for Turn off/ Turn on, Who request was made by, and of Whom the request was made of. Should include date Request was completed, and any additional corresponces dates on the Request.								
	9	Inspections Log: Broken down by Division with Date of Visit(s), number of visits, correspondence/notes and Approval								
	10	Third Party Testing Results: Field Observation Reports & Test Reports. Filed by Date								
B		Substantial Completion Checklist								
	1	Close Out Procedures and Documents List Completed								
	2	Pending Insurance Change Over Requirements								
	3	Change of Temporary Construction keys/cores to Permanent keys/cores & Bit schedule								
	4	Completed Equipment Startup Tests Report Signed and Witnessed by Authorized representative of manufacturer								
	5	List of dates for Utilities Change Over to Owner								
	6	Daily Project Cleaning Checklist by room Completed (with sign off by Owner and Architect)								
	7	Completed Punchlist for Project (Including any items from Owner, Contractor, End User and Architect)								
	8	Remove all temporary construction								
	9	Remove all mockups not permanently installed								

Close Out Procedures & Documents List for Rhode Island Capital Asset Management And Maintenance

Prior to Substantial Completion this document is to be completed and signed by both the Contractor and the Architect Certifying that all items listed are accounted for and have been transmitted to the Owner. Payments through out the Construction Phase of this Project will not be issued till this document is Signed by the Contractor and Architect signifying the status of the Close Out Documents.

				MANDATORY PROGRESS SUBMISSIONS						
			Start Date	25%	50%	75%	90%	Transmittal Date to Owner Signifying Completion	Contractor Initial	Architect Initial
	10	Remove all Construction Equipment and tools								
	11	Not used								
	12	Operating Certificates								
	13	Not used								
	14	Elevator Inspections								
	15	Structural Inspections								
	16	Mechanical Inspections								
	17	Electrical Inspections								
	18	Fire Alarm/Sprinkler Inspections								
	19	Completed Inspection forms from any exterminators or pest control companies								
	20	Not Used								
	21	AIA G704 Substantial Completion								
C	Final Documents									
		AIA G706A Affidavit & Waiver of Lien								
		AIA G702 Application & Certificate of Payment								
		AIA G707 Final Payment								

SECTION 02 4119 - 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 portion of wood bench, as indicated.
2. Demolition and removal of wood stairs, as indicated.
3. Demolition and removal of portion of wood platform, as indicated.
4. Demolition and removal of floor finishes, as indicated.
5. Removal and salvage of the following for reinstallation:

    a. Wood bench vertical support end.
    b. Stair nosings.

B. Related Sections include the following:

1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
3. Division 01 Section "Execution" for cutting and patching procedures.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 PRE-DEMOLITION MEETINGS

A. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.
and verify and ensure that no surfaces or fixtures are damaged by protection measures.

B. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Means of protection for items to remain and items in path of waste removal from building.
5. Demolition/construction shall not reduce the seating occupancy of any area more than 5 week days (Monday through Friday) total for each area.

C. Pre Demolition photographs or videos: Submit before work begins of all areas of construction or protection and areas adjacent to construction

1.7 CLOSEOUT SUBMITTALS

A. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.8 PROJECT CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: Hazardous materials may be present in construction to be selectively demolished.

1. If unidentified hazardous materials are encountered during the work, do not disturb hazardous materials or items suspected of containing hazardous materials. Stop all work on the project and immediately notify Architect.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 PEFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

C. Perform work in compliance with Section 00 2115.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required. Photographically document adjoining and adjacent surfaces and areas highlighting any pre-existing defects for approval by Owner to proceed.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
3. Cover and protect furniture, furnishings, fixtures, and equipment that have not been removed.
4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls." and supplementary conditions

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

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

B. Removed and Salvaged Items:

1. Clean salvaged items. per requirements of section 00 2115.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Per requirements of section 00 2115. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
5. Items removed by the contractor that look damaged by appearance, are unusable or not able to function as designed are to be provided new by the contractor after approval of items by Owner.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner , items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.
When pre approved by the Owner and with the contractor bearing the total cost of professional services and insurance and total liability.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property.

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.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began in accordance with section 00 8000 and 00 2115.

END OF SECTION 02 4119

SECTION 05 5213 - PIPE AND TUBE RAILINGS

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. Section Includes:

1. Steel pipe railings at interior ramps.
2. Copper-alloy decorative railings.

B. Related Sections:

1. Division 08 Section “Plastic Glazing” for plastic glazing installed with steel pipe railings.
2. Division 09 Section "Painting" for field finishing steel pipe railings.

1.3 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

a. Uniform load of 50 lbf/ ft. applied in any direction.
b. Concentrated load of 200 lbf applied in any direction.
c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. ft.
b. Infill load and other loads need not be assumed to act concurrently.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of railings assembled from standard components.
2. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Samples for Initial Selection: For products involving selection of color, texture, or design, including mechanical finishes.

D. Samples for Verification: For each type of exposed finish required.

1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters.
2. Fittings and brackets.
3. Brazed connections.
4. Assembled Samples of railing systems, made from full-size components, including top rail, post, handrail, and infill. Show method of finishing members at intersections. Samples need not be full height.

E. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified professional engineer, licensed in the State of Rhode Island.

B. Welding certificates.

C. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

1.6 QUALITY ASSURANCE

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

C. Submit Hot Work permit for any temporary operation involving open flames or producing heat and/or sparks.

1.7 PROJECT CONDITIONS

A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

1.8 COORDINATION AND SCHEDULING

A. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

B. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

B. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods, including structural analysis, preconstruction testing, field testing, and in-service performance.

1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

C. Copper-Alloy Decorative Railings:

1. Products: Subject to compliance with requirements, provide products by one of the following:

a. Blum, Julius & Co., Inc.
b. Lavi Industries.
c. Wagner, R & B, Inc.

2.2 METALS, GENERAL

A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.

B. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.3 STEEL AND IRON

A. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.

B. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.4 COPPER ALLOYS

A. Copper and Copper Alloys, General: Provide alloys indicated and with temper to suit application and forming methods, but with strength and stiffness not less than Temper H01 (quarter hard) for plate, sheet, strip, and bars and Temper H55 (light drawn) for tube and pipe.

B. Extruded Shapes, Bronze: ASTM B 455, Alloy UNS C38500 (architectural bronze).

C. Castings, Bronze: Sand castings complying with ASTM B 584, Alloy UNS C86500 (No. 1 manganese bronze).

2.5 FASTENERS

A. General: Provide the following:

1. Ungalvanized-Steel Railings: Plated steel fasteners complying with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5 for zinc coating.
2. Copper-Alloy (Bronze) Components: Silicon bronze (Alloy 651 or Alloy 655) fasteners where concealed; muntz metal (Alloy 280) fasteners where exposed.
3. Dissimilar Metals: Type 304 stainless-steel fasteners.

B. Fasteners for Anchoring Railings to Other Construction: Select fasteners of type, grade, and class required to produce connections suitable for anchoring railings to other types of construction indicated and capable of withstanding design loads.

C. Post-Installed Anchors: Torque-controlled expansion anchors capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

1. Material for Interior Locations: Carbon-steel components zinc-plated to comply with ASTM B 633 or ASTM F 1941, Class Fe/Zn 5, unless otherwise indicated.

2.6 MISCELLANEOUS MATERIALS

A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.

B. Brazing Rods: For copper-alloy railings, provide type and alloy as recommended by producer of metal to be brazed and as required for color match, strength, and compatibility in fabricated items.

C. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

1. Use primer containing pigments that make it easily distinguishable from zinc-rich primer.

D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.7 FABRICATION

A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.

B. Assemble railings in the shop to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.

D. Form work true to line and level with accurate angles and surfaces.

E. Fabricate connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.

F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.

G. Connections: Fabricate railings with welded connections unless otherwise indicated.

H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove flux immediately.
4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.

I. Brazed Connections: Connect copper-alloy railings by brazing. Cope components at connections to provide close fit, or use fittings designed for this purpose. Braze corners and seams continuously.

1. Use materials and methods that match color of base metal, minimize distortion, and develop maximum strength and corrosion resistance.
2. Remove flux immediately.

3. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and brazed surface matches contours of adjoining surfaces.

J. Form changes in direction as follows:

1. By bending.

K. Bend members in jigs to produce uniform curvature for each configuration required; maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.

L. Close exposed ends of railing members with prefabricated end fittings.

M. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.

N. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.

1. Wall Brackets: Provide minimum clearance of 1-1/2- inches from bottom of handrail to top of horizontal projection of the bracket, and minimum 1-1/2- inches clear from wall to edge of handrail.

a. Product: Subject to compliance with requirements, provide the following, or equal wall brackets in malleable iron:

1) The Wagner Companies; Style D Handrail Bracket, No. 4591.

O. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.

2.8 FINISHES, GENERAL

A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.

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.

D. Provide exposed fasteners with finish matching appearance, including color and texture, of railings.

2.9 STEEL AND IRON FINISHES

A. For nongalvanized steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves, except galvanize anchors to be embedded in exterior concrete or masonry.

B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with requirements indicated below:

1. Railings: SSPC-SP 3, "Power Tool Cleaning."

C. Primer Application: Apply shop primer to prepared surfaces of railings. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.

1. Shop prime uncoated railings with universal shop primer.
2. Do not apply primer to galvanized surfaces.

2.10 COPPER-ALLOY FINISHES

A. Finish designations for copper alloys comply with the system for designating copper-alloy finish systems defined in NAAMM's "Metal Finishes Manual for Architectural and Metal Products."

B. Buffed Finish: M21 (Mechanical Finish: buffed, smooth specular).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements have been clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

A. Fit exposed connections together to form tight, hairline joints.

B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.

1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.

3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet.

C. Adjust railings before anchoring to ensure matching alignment at abutting joints.

D. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing railings and for properly transferring loads to in-place construction.

3.3 RAILING CONNECTIONS

A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

B. Expansion Joints: Install expansion joints at locations indicated but not farther apart than required to accommodate thermal movement. Provide slip-joint internal sleeve extending 2 inches beyond joint on either side, fasten internal sleeve securely to one side, and locate joint within 6 inches of post.

3.4 ATTACHING RAILINGS

A. Anchor railing ends at walls with round flanges anchored to wall construction and welded to railing ends.

B. Attach railings to wall with wall brackets. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.

C. Secure wall brackets and railing end flanges to building construction as follows:

1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
2. For hollow masonry anchorage, use toggle bolts.
3. For steel-framed gypsum board assemblies, fasten brackets directly to steel framing or concealed steel reinforcements using self-tapping screws of size and type required to support structural loads.

3.5 ADJUSTING AND CLEANING

A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.

1. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.

3.6 PROTECTION

A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 05 5213

SECTION 06 1053 - MISCELLANEOUS ROUGH CARPENTRY

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. Framing with dimension lumber.

B. Related Sections include the following:

1. Division 06 Section "Sheathing" for subflooring and underlayment.
2. Division 08 Section "Door Hardware" for door hardware and additional installation requirements.
3. Section 00 2115

1.3 DEFINITIONS

A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.

B. Lumber grading agencies, and the abbreviations used to reference them, include the following:

1. NeLMA: Northeastern Lumber Manufacturers' Association.
2. NLGA: National Lumber Grades Authority.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.5 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Power-driven fasteners.
2. Powder-actuated fasteners.
3. Expansion anchors.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

B. Deliver interior wood materials that are to be exposed to view only after building is enclosed and weatherproof, wet work other than painting is dry, and HVAC system is operating and maintaining temperature and humidity at occupancy levels.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
3. Provide dressed lumber, S4S, unless otherwise indicated.

B. Maximum Moisture Content of Lumber: 19 percent.

C. Plywood: DOC PS 1.

1. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
2. Factory mark panels to indicate compliance with applicable standard.

2.2 DIMENSION LUMBER FRAMING

A. Stair Framing: No. 2 grade of any of the following species:

1. Hem-fir (north); NLGA.
2. Douglas fir-larch; WCLIB or WWPA.

2.3 MISCELLANEOUS LUMBER

A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:

1. Blocking.
2. Nailers.
3. Furring.

B. For items of dimension lumber size, provide Construction or No. 2 lumber with 15 percent maximum moisture content and the following species:

1. Hem-fir (north); NLGA.

C. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, fire retardant treated, or in area of high relative humidity, provide fasteners of with hot-dip zinc coating complying with ASTM A 153/A 153M.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

E. Lag Bolts: ASME B18.2.1.

F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.

G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.

1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.

B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.

C. Do not splice structural members between supports, unless otherwise indicated.

D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.

E. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

F. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

G. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 WOOD BLOCKING AND NAILER INSTALLATION

A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.

B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

END OF SECTION 06 1053

SECTION 06 1600 - SHEATHING

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. Subflooring.
2. Underlayment.

B. Related Sections include the following:

1. Division 06 Section "Miscellaneous Rough Carpentry" for wood framing and wood blocking.
2. Division 09 Section "Tiling" for underlayment for tile flooring.
3. Section 00 2115

1.3 SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS, GENERAL

A. Plywood: DOC PS 1.

1. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
2. Factory mark panels to indicate compliance with applicable standard.

2.2 SUBFLOORING

A. Plywood Subflooring: Exposure 1, Structural I single-floor panels, tongue and groove.

1. Span Rating: Not less than 16" o.c.
2. Nominal Thickness: Not less than 3/4- inch.
3. Basis of Design Product: Subject to compliance with requirements, provide the following:

a. Huber Engineered Woods; AdvanTech.

2.3 UNDERLAYMENT

A. Plywood Underlayment: DOC PS 1, Exterior grade, birch veneer plywood with random nailing pattern printed on face of panel.

1. Thickness: 6 mm minimum composed of 5 plies.
2. Moisture content not to exceed 8 percent.
3. Products: Subject to compliance with requirements, provide one of the following, or equal:

a. Halex Corporation: Halex Plywood Underlayment.
b. Powerhold; UL 6mm.
c. Tecply Brand Underlayment.

2.4 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.

B. Nails, Brads, and Staples: ASTM F 1667.

C. Power-Driven Fasteners: NES NER-272.

D. Wood Screws: ASME B18.6.1.

2.5 MISCELLANEOUS MATERIALS

A. Adhesives for Field Gluing Subfloor Panels to Framing: Polyurethane-based formulation complying with AFG-01 that is approved for use indicated by manufacturers of both adhesives and panels.

1. Use adhesives that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.

B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.

C. Securely attach to substrate by fastening as indicated, complying with the following:

1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code.

D. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

E. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

A. General: Comply with applicable recommendations in APA Form No. E30S, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

B. Fastening Methods: Fasten panels as indicated below:

1. Subflooring:

a. Glue and screw to wood framing.
b. Space panels 1/8 inch apart at edges and ends.

C. Plywood Underlayment: Comply with installation requirements in ASTM F 1482 Standard Practice for Installation and Preparation of Panel Type Underlayments to Receive Resilient Flooring, and as follows:

1. Install plywood underlayment in strict accordance with flooring manufacturer’s written installation instructions.
2. Offset underlayment joints a minimum of two inches from the end and side joints of plywood subflooring.
3. Install underlayment with end seams staggered by a minimum of 18 inches.
4. Use full sheets when possible, and butt factory edge to factory edge.
5. Fill and sand edge joints of underlayment receiving resilient flooring immediately before installing flooring. Use product recommended by flooring manufacturer for filling seams in underlayment.

END OF SECTION 06 1600

SECTION 06 4023 - INTERIOR ARCHITECTURAL WOODWORK

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. Interior standing and running trim.
2. MDO fire extinguisher cabinet apron.

B. Section also includes:

1. Wood furring, blocking, shims, and hanging strips for installing interior architectural woodwork.

C. Related Sections include the following:

1. Division 06 Section "Miscellaneous Rough Carpentry" for wood framing and blocking.
2. Division 09 Section "Painting" for field finishing of interior architectural woodwork indicated.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.4 DEFINITIONS

A. Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction before woodwork installation.

B. MDO: Plywood with a medium-density overlay on the face.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-fabricated product. Indicate component materials, dimensions, profiles, textures, and colors and include construction and application details.

B. Shop Drawings: Show location of each item, dimensioned plans and elevations, large-scale details, attachment devices, and other components.

1. Show details full size.
2. Show locations and sizes of wood trim, furring, blocking, and hanging strips, including concealed blocking and reinforcement specified in other Sections.

C. Samples: For each exposed product and for each color and finish specified, in manufacturer's or fabricator's standard size.

1.6 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of product, signed by product manufacturer.

B. Qualification Data: For Fabricator.

1.7 QUALITY ASSURANCE

A. 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.

B. Installer Qualifications: Fabricator of products, or installer approved by fabricator**.**

C. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with those selections and requirements in addition to the quality standard.

D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of each typical interior wood trim and cabinet apron installation.
2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Do not deliver woodwork until painting and similar operations that could damage woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas where environmental conditions comply with requirements specified in "Project Conditions" Article.

1.9 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature between 60 and 90 deg F and relative humidity between 25 and 55 percent during the remainder of the construction period.

B. Field Measurements: Where woodwork is indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication, and indicate measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Locate concealed framing, blocking, and reinforcements that support woodwork by field measurements before being enclosed, and indicate measurements on Shop Drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide materials that comply with requirements of AWI's quality standard for each type of woodwork and quality grade specified, unless otherwise indicated.

B. Wood Products: Comply with the following:

1. Softwood Plywood: DOC PS 1.

2.2 MISCELLANEOUS MATERIALS

A. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to less than 15 percent moisture content.

B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide nonferrous-metal or hot-dip galvanized anchors and inserts on inside face of exterior walls and elsewhere as required for corrosion resistance. Provide toothed-steel or lead expansion sleeves for drilled-in-place anchors.

C. Adhesives, General: Do not use adhesives that contain urea formaldehyde.

D. VOC Limits for Installation Adhesives and Glues: Use installation adhesives that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):

1. Wood Glues: 30 g/L.
2. Multipurpose Construction Adhesives: 70 g/L.
3. Contact Adhesive: 250 g/L.

2.3 INTERIOR STANDING AND RUNNING TRIM FOR OPAQUE FINISH (FIELD FINISHED)

A. Grade: Premium.

B. Existing wood species and cut, size and profile.

C. For trim items wider than available lumber, use veneered construction. Do not glue for width.

D. For rails wider or thicker than available lumber, use veneered construction. Do not glue for width or thickness.

E. Backout or groove backs of flat trim members and kerf backs of other wide, flat members, except for members with ends exposed in finished work.

2.4 FABRICATION, GENERAL

A. Interior Woodwork Grade: Unless otherwise indicated, provide Custom-grade interior woodwork complying with referenced quality standard.

B. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to ambient relative humidity during fabrication and in installation areas.

C. Fabricate woodwork to dimensions, profiles, and details indicated. Ease edges to radius indicated for the following:

1. Edges of Solid-Wood (Lumber) Members 3/4 Inch thick or Less: 1/16 inch.

D. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.

1. Trial fit assemblies at fabrication shop that cannot be shipped completely assembled. Install dowels, screws, bolted connectors, and other fastening devices that can be removed after trial fitting. Verify that various parts fit as intended and check measurements of assemblies against field measurements indicated on Shop Drawings before disassembling for shipment.

PART 3 - EXECUTION

3.1 PREPARATION

A. Before installation, condition woodwork to average prevailing humidity conditions in installation areas.

B. Before installing architectural woodwork, examine shop-fabricated work for completion and complete work as required, including removal of packing and backpriming.

3.2 INSTALLATION

A. Grade: Install woodwork to comply with requirements for the same grade specified in Part 2 for fabrication of type of woodwork involved.

B. Assemble woodwork and complete fabrication at Project site to comply with requirements for fabrication in Part 2, to extent that it was not completed in the shop.

C. Install woodwork level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb (including tops) to a tolerance of 1/8 inch in 96 inches.

D. Scribe and cut woodwork and wood frames to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

E. Anchor woodwork to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing as required for complete installation. Use fine finishing nails for exposed fastening, countersunk and filled flush with woodwork and matching final finish if transparent finish is indicated.

F. Standing and Running Trim: Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible. Do not use pieces less than 96 inches long, except where shorter single-length pieces are necessary. Scarf running joints and stagger in adjacent and related members.

1. Fill gaps, if any, between top of base and wall with plastic wood filler, sand smooth, and finish same as wood base if finished.
2. Install standing and running trim with no more variation from a straight line than 1/8 inch in 96 inches.

G. Touch up finishing work specified in this Section after installation of woodwork. Fill nail holes with matching filler where exposed.

H. Refer to Division 09 Section “Painting” for final finishing of installed architectural woodwork not indicated to be shop finished.

I. Anchor wood cabinet aprons to floor or cabinet with non-staining glue. Do not use anchors or fasteners in wall or floor.

3.3 ADJUSTING AND CLEANING

A. Repair damaged and defective woodwork, where possible, to eliminate functional and visual defects; where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

B. Clean woodwork on exposed and semiexposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 06 4023

SECTION 08 7113 - AUTOMATIC DOOR OPERATORS

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 1.01A, entitled "Related Documents."

1.2 SUMMARY

A. Section Includes:

1. Low energy, electric door operators, for existing swing doors.

1.3 DEFINITIONS

A. AAADM: American Association of Automatic Door Manufacturers.

B. Activation Device: A control that, when actuated, sends an electrical signal to the door operator to open the door.

C. Safety Device: A control that, to avoid injury, prevents a door from opening or closing.

D. For automatic door terminology, see ANSI A156.19 for definitions of terms.

1.4 COORDINATION

A. Coordinate sizes and locations of recesses in concrete floors for recessed control mats that control automatic door operators. Concrete, reinforcement, and formwork requirements are specified elsewhere.

B. Templates: Distribute for doors, frames, and other work specified to be factory prepared and reinforced for installing automatic door operators.

C. Coordinate hardware for doors with operators to ensure proper size, thickness, hand, function, and finish.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for automatic door operators.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.

B. Shop Drawings: For automatic door operators.

1. Include plans, elevations, sections, hardware mounting heights, and attachment details.
2. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
3. Indicate locations of activation and safety devices.

C. Samples: For each exposed product and for each color and texture specified, manufacturer's standard size.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Certificates: For each type of automatic door operator.

C. Field quality-control reports.

D. Sample Warranties: For manufacturer's special warranties.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: For automatic door operators, safety devices, and control systems, to include in maintenance manuals.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer for installation and maintenance of units required for this Project.

1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.

1.10 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of automatic door operators that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Faulty or sporadic operation of automatic door operator, including controls.
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering or use.

2. Warranty Period: two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Subject to compliance with requirements, provide the following, or equal:

1. Norton, an ASSA ABLOY Company; 5730-689 push side mount; 5710-689 pull side mount. ASSA ABLOY - HES 8000 Electric Strike.

B. Source Limitations: Obtain automatic door operators, including activation and safety devices, from single source from single manufacturer.

2.2 AUTOMATIC DOOR OPERATORS, GENERAL

A. General: Provide operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for long-term, maintenance-free operation under normal traffic load for occupancy type indicated; and according to UL 325. Coordinate operator mechanisms with door operation, hinges, and activation and safety devices.

B. Brackets and Reinforcements: Fabricated from aluminum with nonstaining, nonferrous shims for aligning system components.

2.3 LOW-ENERGY DOOR OPERATORS

A. Standard: ANSI A156.19.

B. Performance Requirements:

1. Opening Force if Power Fails: Not more than 15 lbf required to release latch if provided, not more than 30 lbf required to manually set door in motion, and not more than 15 lbf required to fully open door.

C. Configuration: Operator to control single swinging door.

1. Traffic Pattern: Two-way.

2. Operator Mounting: Surface.

D. Operating System: Provide an operator which, upon installation, will determine door size and weight and automatically tune controller to operate within ANSI A156.19 and 117.1 standards. Operator shall also have the following adjustable functions:

1. Opening/closing speed
2. Hold-open time
3. Close check
4. Opening/closing force
5. Provide operator with on-board diagnostics which will continually maintain control of door speed in wind or abusive environment condition.
6. Provide operator that will continue closing door within ANSI A156.19 and 117.1 requirements without any external power supplied. Upon meeting an obstruction during the opening cycle the door shall remain under power for one second and then close under spring force; if the door meets and obstruction will closing, the door will maintain a closing force of 8 lbs or less.
7. Provide unit capable of operating doors up to 48” wide, weighing up to 250 lbs.
8. Provide unit that will operate in climates with temperatures above -40° F and has a two-year warranty.
9. Provide operator with two stainless steel, 1-3/4” x 4-3/4” wireless, jamb mounted, push button transmitters with required signage. Locate push buttons as directed by architect and within ANSI A156.19 and 117.1 guidelines.
10. Provide operator which utilizes a triangular hardened steel output shaft to connect arm with a two-piece tapered coupling for superior slip resistance.
11. Provide operator and push-button transmitter with circuit boards that have been specially coated to resist moisture and humidity making the electronics weather resistant.
12. Provide operator with integral heavy duty cast aluminum shock absorbing arm, which when fully extended is in full tension eliminating the need for an auxiliary door stop.
13. Provide an operator incorporating "Push and Go" feature to allow door movement to activate door open cycle or recycle door.
14. Provide an operator incorporating "Power Close" feature to utilize the motor to close a door help open by wind, stack pressure or latchbolt.

E. Exposed Finish: As selected by Architect from manufacturer’s full range, including standard, premium and custom colors.

2.4 MATERIALS

A. Aluminum: Alloy and temper recommended by manufacturer for type of use and finish indicated.

1. Extrusions: ASTM B 221.
2. Sheet: ASTM B 209.

B. Fasteners and Accessories: Corrosion-resistant, nonstaining, nonbleeding fasteners and accessories compatible with adjacent materials.

2.5 FABRICATION

A. Factory fabricate automatic door operators to comply with indicated standards.

B. Form aluminum shapes before finishing.

C. Use concealed fasteners to greatest extent possible. Where exposed fasteners are required, use countersunk Phillips flat-head machine screws, finished to match operator.

2.6 GENERAL FINISH REQUIREMENTS

A. Protect mechanical finishes on exposed surfaces from damage by applying strippable, temporary protective covering before shipping.

B. Apply organic and anodic finishes to formed metal after fabrication unless otherwise indicated.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine conditions, with Installer present, for compliance with requirements for installation tolerances, door and frame preparation and reinforcements, and other conditions affecting performance of automatic door operators.

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

3.2 INSTALLATION

A. General: Install automatic door operators according to manufacturer's written instructions and cited ANSI standard for type of door operation and direction of pedestrian travel, including signage, controls, wiring, remote power units if any, and connection to building's power supply.

1. Do not install damaged components. Fit joints to produce hairline joints free of burrs and distortion.
2. Install operators true in alignment with established lines and door geometry without warp or rack. Anchor securely in place.

B. Controls: Install activation and safety devices according to manufacturer's written instructions and cited ANSI standard for operator type and direction of pedestrian travel. Connect control wiring according to Division 26 Electrical Section.

C. Signage: Apply on both sides of each door as required by cited ANSI standard for type of door operator and direction of pedestrian travel.

3.3 FIELD QUALITY CONTROL

A. Certified Inspector: Engage a Certified Inspector to test and inspect components, assemblies, and installations, including connections.

B. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Test and inspect each automatic door operator installation, using AAADM inspection forms, to determine compliance of installed systems with applicable ANSI standards.

C. Automatic door operators will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.4 ADJUSTING

A. Adjust automatic door operators to function smoothly, and lubricate as recommended by manufacturer; comply with requirements of applicable ANSI standards.

B. After completing installation of automatic door operators, inspect exposed finishes on doors and operators. Repair damaged finish to match original finish.

C. Readjust automatic door operators and controls after repeated operation of completed installation equivalent to three days' use by normal traffic (100 to 300 cycles).

D. Occupancy Adjustment: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting system to suit actual occupied conditions. Provide up to two visits to Project during other-than-normal occupancy hours for this purpose.

3.5 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 24 months' full maintenance by skilled employees of automatic door operator Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

1. Engage a Certified Inspector to perform safety inspection after each adjustment or repair and at end of maintenance period. Furnish completed inspection reports to Owner.
2. Perform maintenance, including emergency callback service, during normal working hours.
3. Include 24-hour-per-day, 7-day-per-week, emergency callback service.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain automatic door operators.

END OF SECTION 08 7113

SECTION 09 0120.91 – PLASTER REPAIR

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. Patching and repair of existing plaster.

B. Related Sections:

1. Division 09 Section "Painting" for painting plaster surfaces.
2. Division 0, Section 00 2115.

1.4 SUBMITTALS

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

1.5 QUALITY ASSURANCE

A. Mockups: Before plaster repair, install mockups of repairs in area of at least 100 sq. ft. to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

B. Comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Preservation as follows:

1. Preservation Brief 18: Rehabilitating Interiors in Historic Buildings: Identifying and Preserving Character-Defining Elements.
2. Preservation Brief 21: Repairing Historic Flat Plaster Walls and Ceilings.

C. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store materials inside under cover and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

1.7 PROJECT CONDITIONS

A. Comply with ASTM C 926 requirements.

B. Interior Plasterwork: Maintain room temperatures at greater than 40 deg F for at least 48 hours before plaster application, and continuously during and after application.

1. Avoid conditions that result in plaster drying out during curing period. Distribute heat evenly; prevent concentrated or uneven heat on plaster.
2. Ventilate building spaces as required to remove water in excess of that required for hydrating plaster in a manner that prevents drafts of air from contacting surfaces during plaster application and until plaster is dry.

PART 2 - PRODUCTS

2.1 METAL LATH

A. Expanded-Metal Lath: ASTM C 847 with ASTM A 653/A 653M, G60, hot-dip galvanized zinc coating.

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

a. Alabama Metal Industries Corporation (AMICO).
b. California Expanded Metal Products Company (CEMCO).
c. Clark Western Building Systems, a division of ClarkDietrich Building Systems.

2. Diamond-Mesh Lath: Flat and Self-furring, 3.4 lb/sq. yd.

2.2 ACCESSORIES

A. General: Comply with ASTM C 1063 and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.

B. Zinc-Coated (Galvanized) Accessories:

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

   a. Alabama Metal Industries Corporation (AMICO).
   b. California Expanded Metal Products Company (CEMCO).
   c. Clark Western Building Systems, a division of ClarkDietrich Building Systems.

2. Cornerbeads: Fabricated from zinc-coated (galvanized) steel.
3. Casing Beads: Fabricated from zinc-coated (galvanized) steel; square-edged style; with expanded flanges.
4. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
5. Expansion Joints: Fabricated from zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.

2.3 MISCELLANEOUS MATERIALS

A. Water for Mixing: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.

B. Bonding Compound: ASTM C 932.

C. Steel Drill Screws: For metal-to-metal fastening, ASTM C 1002 or ASTM C 954, as required by thickness of metal being fastened; with pan head that is suitable for application; in lengths required to achieve penetration through joined materials of not fewer than three exposed threads.

D. Fasteners for Attaching Metal Lath to Substrates: Complying with ASTM C 1063.

2.4 PLASTER MATERIALS

A. Portland Cement: ASTM C 150, Type I.

1. Color for Finish Coats: White.

B. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.

C. Sand Aggregate: ASTM C 897.

1. Color for Job-Mixed Finish Coats: White.

2.5 PLASTER MIXES

A. General: Comply with ASTM C 926 for applications indicated.

B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:

1. Portland Cement Mixes:

a. Scratch Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material (sum of separate volumes of each component material).
b. Brown Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 3 to 5 parts aggregate per part of cementitious material (sum of separate volumes of each component material).

C. Base-Coat Mixes: Single base coats for two-coat plasterwork as follows (over existing masonry):

1. Portland Cement Mix: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.

D. Job-Mixed Finish-Coat Mixes:

1. Portland Cement Mix: For cementitious materials, mix 1 part portland cement and 1-1/2 to 2 parts lime. Use 1-1/2 to 3 parts aggregate per part of cementitious material (sum of separate volumes of each component material).

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.

3.3 INSTALLING METAL LATH

A. Expanded-Metal Lath: Install according to ASTM C 1063.

1. Partition Framing and Vertical Furring: Install flat diamond-mesh lath.

2. On Solid Surfaces, Not Otherwise Furred: Install self-furring, diamond-mesh lath.

3.4 INSTALLING ACCESSORIES

A. Install according to ASTM C 1063 and at locations indicated on Drawings.

B. Reinforcement for External Corners:

1. Install cornerbead at interior locations.

C. Control Joints: Install control joints at locations indicated on Drawings, and as follows:

1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:

a. Vertical Surfaces: 144 sq. ft.
b. Horizontal and other Nonvertical Surfaces: 100 sq. ft.

2. At distances between control joints of not greater than 18 feet o.c.
3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
4. Where control joints occur in surface of construction directly behind plaster.

3.5 PLASTER APPLICATION

A. General: Comply with ASTM C 926.

1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces, as measured by a 10-foot straightedge placed on surface.
2. Provide plaster surfaces that are ready to receive field-applied finishes indicated.

B. Bonding Compound: Apply on existing unit masonry plaster bases.

C. Walls; Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork; 3/4-inch thickness.

1. Portland cement mixes.

D. Plaster Finish Coats: Apply to provide float finish, to match existing adjacent surfaces.

3.6 CUTTING AND PATCHING

A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

3.7 PATCHING AND REPAIR OF EXISTING PLASTER

A. Preparation: Scrape and sand existing plaster surfaces to be repaired. Remove all loose and peeling paint.

B. Removal: Remove all existing plaster in area of repair that is loose, bubbled, crumbling or deteriorated. Make clean, sharp edges to bond new plaster.

C. Install metal lath and accessories as required in areas of repair and patching.

D. Apply new plaster and restore existing adjacent surfaces to a smooth finish.

3.8 CLEANING AND PROTECTION

A. Remove temporary protection and enclosure of other work. Promptly remove plaster from doorframes, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 09 0120.91

SECTION 09 2613 - GYPSUM VENEER PLASTERING

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. Section Includes:

1. Gypsum veneer plaster (skim coat) over existing, interior cement plaster surfaces.

B. Related Section:

1. Division 09 Section "Plaster Repair" for patching and repair of existing plaster.

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Show locations, fabrication, and installation of control joints, reveals, and trim; include plans, elevations, sections, details of components, and attachments to other work.

C. Samples: For the following products:

1. Trim Accessories: Full-size Sample in 10-inchlength for each trim accessory.

1.4 QUALITY ASSURANCE

A. Comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Preservation as follows:

1. Preservation Brief 18: Rehabilitating Interiors in Historic Buildings: Identifying and Preserving Character-Defining Elements.
2. Preservation Brief 21: Repairing Historic Flat Plaster Walls and Ceilings.

B. Mockups: Provide a full-thickness finish mockup for each type and finish of gypsum veneer plaster and substrate to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select representative surfaces and conditions for application of each type of gypsum veneer plaster and substrate.
2. Provide mockups of partitions in sizes of at least 100 sq. ft.
3. Apply gypsum veneer plaster, according to requirements for the completed Work, after permanent lighting and other environmental services have been activated.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in original packages, containers, and bundles bearing brand name and identification of manufacturer or supplier.

B. Store materials inside under cover, and keep them dry and protected against damage from weather, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

C. Stack panels flat on leveled supports off floor or slab to prevent sagging.

1.6 FIELD CONDITIONS

A. Environmental Limitations: Comply with ASTM C 843 requirements or gypsum veneer plaster manufacturer's written recommendations, whichever are more stringent.

B. Room Temperatures: Maintain not less than 55 deg For more than 80 deg F for seven days before application of gypsum veneer plaster, continuously during application, and after application until veneer plaster is dry.

C. Avoid conditions that result in gypsum veneer plaster drying too rapidly.

1. Distribute heat evenly; prevent concentrated or uneven heat on veneer plaster.
2. Maintain relative humidity levels, for prevailing ambient temperature, that produce normal drying conditions.
3. Ventilate building spaces in a manner that prevents drafts of air from contacting surfaces during veneer plaster application until it is dry.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain gypsum veneer plaster products, including joint reinforcing tape, and embedding material, from single manufacturer.

2.2 GYPSUM VENEER PLASTER

A. One-Component Gypsum Veneer Plaster: ASTM C 587, ready-mixed, smooth, finish-coat veneer plaster formulated for application directly over substrate without use of separate base-coat material.

1. Products: Subject to compliance with requirements, provide one of the following:

    a. Georgia-Pacific Gypsum LLC; PearlCote Veneer Interior Plaster.
    b. National Gypsum Company; Uni-Kal Plaster.
    c. USG Corporation; Diamond Interior Finish Plaster.

2.3 TRIM ACCESSORIES

A. Standard Trim: ASTM C 1047, provided or approved by manufacturer for use in gypsum veneer plaster applications indicated.

1. Material: Galvanized-steel sheet or aluminum-coated steel sheet; rolled zinc, plastic, or paper-faced galvanized-steel sheet.
2. Shapes:

    a. Cornerbead.
    b. Bullnose bead.
    c. LC-Bead: J-shaped; exposed long flange receives veneer plaster.
    d. L-Bead: L-shaped; exposed long flange receives veneer plaster.
    e. U-Bead: J-shaped; exposed short flange does not receive veneer plaster.
    f. Control joints.

2.4 AUXILIARY MATERIALS

A. General: Provide auxiliary materials that comply with referenced product standards and manufacturer's written recommendations.

B. Bonding Agent: ASTM C 631 polyvinyl acetate.

C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.

1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.

D. Patching Mortar: Dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16sieve, using only enough water for handling and placing.

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 the Work.

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

3.2 PREPARATION

A. Monolithic Plaster Substrates: Prepare according to gypsum veneer plaster manufacturer's written recommendations and as follows:

1. Clean surfaces to remove dust, loose particles, grease, oil, incompatible curing compounds, form-release agents, and other foreign matter and deposits that could impair bond with gypsum veneer plaster.
2. Remove ridges and protrusions greater than 1/8 inchand fill depressions greater than 1/4 inch with patching mortar. Allow to set and dry.
3. Apply bonding agent on dry plaster substrates.

3.3 GYPSUM VENEER PLASTERING

A. Bonding Agent: Apply bonding agent on dry cement plaster according to gypsum veneer plaster manufacturer's written recommendations.

B. Gypsum Veneer Plaster Mixing: Mechanically mix gypsum veneer plaster materials to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.

C. Gypsum Veneer Plaster Application: Comply with ASTM C 843 and with veneer plaster manufacturer's written recommendations.

1. One-Component Gypsum Veneer Plaster: Trowel apply plaster over substrate to uniform thickness. Fill all voids and imperfections. Immediately double back with same mixer batch of plaster to a uniform total thickness of 1/16 to 3/32 inch.
2. Where gypsum veneer plaster abuts metal, including doorframes, windows and other units, groove finish coat to eliminate spalling.

D. Concealed Surfaces: Do not omit gypsum veneer plaster behind cabinets, furniture, furnishings, and similar removable items.

E. Gypsum Veneer Plaster Finish: Smooth-troweled finish.

3.4 PROTECTION

A. Protect installed gypsum veneer plaster from damage from construction and other causes during remainder of the construction period.

END OF SECTION 09 2613

SECTION 09 6816 – SHEET CARPETING

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. Broadloom carpet.
2. Temporary Carpet.

B. Related Sections include the following:

1. Division 06 Section "Sheathing" for plywood underlayment.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include manufacturer's written data on physical characteristics, durability, and fade resistance. Include installation recommendations for each type of substrate.

B. Samples: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules. Submissions for permanent carpet that do not match the existing carpeting will be rejected and new samples submitted.

1. Temporary & Permanent Carpet: 12-inch-square sample. (2 qty)
2. Temporary & Permanent Carpet Seam: 6-inch sample. (2 qty)
3. Permanent Carpet: Submit dyed yarns and quality sample for approval (2 qty for each color).

C. Product Schedule: For carpet. Use same room locations indicated on Drawings.

D. Qualification Data: For Installer.

E. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency.

F. Maintenance Data: For carpet to include in maintenance manuals. Include the following:

1. Methods for maintaining carpet, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
2. Precautions for cleaning materials and methods that could be detrimental to carpet.

G. Warranties: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer who is certified by the Floor Covering Installation Board or who can demonstrate compliance with its certification program requirements.

B. Fire-Test-Response Characteristics: Provide products with the critical radiant flux classification indicated in Part 2, as determined by testing identical products per ASTM E 648 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

C. Mockups: Before installing carpet, build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

D. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to carpet installation including, but not limited to, the following:

1. Review delivery, storage, and handling procedures.
2. Review ambient conditions and ventilation procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Comply with CRI 104, Section 5, "Storage and Handling."

B. Indoor Air Quality Management Plan: The following practices shall be implemented in accordance with the Construction Indoor Air Quality Management Plan as required in Division 01 Section “Indoor Air Quality Requirements.”

1. Carpeting to be stored per manufacturer’s recommendations for allowable temperature and humidity range. Products shall not be allowed to become damp.
2. Where feasible, remove carpeting from packaging and store in unoccupied, ventilated areas (100% outside air supply, minimum of 1.5 air changes per hour, and no recirculation) for 24-72 hours prior to installation. Carpeting shall not be stored with materials which have high emissions of VOCs or other contaminants. Materials with high short-term emissions include, but are not limited to: adhesives, sealants and glazing compounds (specifically those with petrochemical vehicles or carriers); paint, wood preservatives, and finishes; control and/or expansion joint fillers; hard finishes requiring adhesive installation; gypsum board (with associated finish processes and products); and composite or engineered wood products with formaldehyde binders.

1.6 PROJECT CONDITIONS

A. Comply with CRI 104, Section 7.2, "Site Conditions; Temperature and Humidity" and Section 7.12, "Ventilation."

B. Environmental Limitations: Do not install carpet until wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.

C. Do not install carpet over concrete slabs until slabs have cured, are sufficiently dry to bond with adhesive, and have pH range recommended by carpet manufacturer.

1.7 WARRANTY

A. Special Warranty for Carpet: Manufacturer's standard form in which manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.

1. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse.
2. Failures include, but are not limited to, more than 10 percent loss of face fiber, edge raveling, snags, runs, loss of tuft bind strength, excess static discharge, and delamination.
3. Warranty Period (Temporary Carpet): 10 years from date of Substantial Completion.
4. Warranty Period: 20 years.

1.8 EXTRA MATERIALS

A. Furnish extra materials described below, before installation begins, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Carpet: Full-width rolls equal to 10 percent of amount installed for each type indicated, but not less than 10 sq. yd.

PART 2 - PRODUCTS

2.1 CARPET

A. Basis of Design Product: Subject to compliance with the requirements, provide the named product, or comparable product, by one of the following:
1. The English Wilton Co., LLC 800.216.0076 (Permanent Carpet)
2. Mannington Commercial (Temporary Carpet)
3. Tandus (Temporary Carpet)
4. Shaw (Temporary Carpet)

B. Carpet, General:

1. Senate carpet is custom designed to match the existing carpet.
2. House carpet is custom designed to match the existing carpet.
3. Senate and House carpet is to be custom woven and custom dyed to match existing carpet.
4. Performance Characteristics: As follows:

a. Critical Radiant Flux Classification: Not less than 0.45 W/sq. cm.
b. Dimensional Tolerance: Within 1/32 inch of specified size dimensions, as determined by physical measurement.
c. Dimensional Stability: 0.10 percent or less per ISO 2551 (Aachen Test).

d. Colorfastness to Light: Not less than 4 after 60 AFU (AATCC fading units) per AATCC 16, Option E.
e. Antimicrobial Activity: Not less than 2-mm halo of inhibition for gram-positive bacteria; not less than 1-mm halo of inhibition for gram-negative bacteria; no fungal growth; per AATCC 174.
f. Electrostatic Propensity: Less than 3.0 kV per AATCC 134.
g. CRI Indoor Air Quality Control Green Label Plus certified.

C. Temporary Carpet Type:

1. Manufacturer: Shaw Contract.
2. Style: Scepter II 50521.
3. Colors: As selected by Owner to match existing grey in Senate Gallery and red in House Gallery.
4. Pile Characteristic: solid cut pile.
5. Fiber Type: Nylon.
6. Dye Method: 100% piece dyed.
7. Tufted Weight: 42 oz/sq. yd.
8. Finished Pile Thickness: 0.243 inches.
9. Stitches: 12 per inch.
10. Gage: 1/10 inch.
11. Primary Backing: classicbac.
12. Size: 12’ width.
13. Soil Protection: ssp shaw soil protection.

D. Permanent Carpet Type:

1. Custom to match Owner’s sample in material, backing, colors, and dye method to replicate existing carpet (grey in Senate Gallery and red in House Gallery).
2. Woven carpet type: Axminster Carpet
3. Fiber composition: 80% wool / 20% nylon
4. Density: 7 pitch, 10 row
5. Pile height: .275 pile height
6. Yarn count: 2ply/47s count wool
7. Pile weight: 50.40 ozs/sq yard

2.2 INSTALLATION ACCESSORIES

A. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.

1. Adhesives shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Seam Adhesive: Hot-melt adhesive tape or similar product recommended by carpet manufacturer for sealing and taping seams and butting cut edges at backing to form secure seams and to prevent pile loss at seams.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet performance. Examine carpet for type, color, pattern, and potential defects.

3.2 PREPARATION

A. General: Comply with CRI 104, Section 7.3, "Site Conditions; Floor Preparation," and with carpet manufacturer's written installation instructions for preparing substrates.

B. Install underlayment to comply with Division 06 Section “Sheathing.”

C. Broom and vacuum clean substrates to be covered immediately before installing carpet.

3.3 FLOOR INSTALLATION

A. Comply with CRI 104 and carpet manufacturer's written installation instructions for the following:

1. Direct-Glue-Down Installation: Comply with CRI 104, Section 9, "Direct Glue-Down Installation."

B. Comply with carpet manufacturer's written recommendations and Shop Drawings for seam locations and direction of carpet; maintain uniformity of carpet direction and lay of pile. At doorways, center seams under the door in closed position.

C. Do not bridge building expansion joints with carpet.

D. Cut and fit carpet to butt tightly to vertical surfaces, permanent fixtures, and built-in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet manufacturer.

E. Extend carpet into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.

F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.

3.4 CLEANING AND PROTECTING

A. Perform the following operations immediately after installing carpet:

1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
2. Remove yarns that protrude from carpet surface.
3. Vacuum carpet using commercial machine with face-beater element.

B. Protect installed carpet to comply with CRI 104, Section 16, "Protection of Indoor Installations."

C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet manufacturer.

END OF SECTION 09 6816

SECTION 09 9100 - 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."

B. Section 00 2115

1.2 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following substrates:

1. MDO panels.
2. Wood trim.
3. Existing plaster.

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. Finished mechanical and electrical equipment.
   b. Light fixtures and wiring devices.

2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:

   a. Furred areas.

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. Operating parts include moving parts of operating equipment and the following:

   a. Valve and damper operators.
   b. Linkages.
   c. Sensing devices.
   d. Motor and fan shafts.

5. 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 05 Section “Pipe and Tube Railings” for shop priming ferrous metal.
2. Division 06 Section “Interior Architectural Woodwork” for items indicated to be field finished by this Section.
3. Division 09 Section “Plaster Repair.”
4. Division 09 Section “Gypsum Veneer Plastering.”

E. Faux Painting Basis of Design:

1. John Vaughn - Architectural Conservation Services
   33 Richmond Street, Bristol, RI 02809 401-410-0077
2. Robert O'Donnell - E.F. O'Donnell & Sons Co, Inc.
   P.O. Box 3239, 75 Dike Street, Providence, RI 02909 401-351-8505
3. John Canning Company
   150 Commerce Court, Cheshire, CT 06410 203-272-9868

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.

B. Plain Painting: For historic treatment, this means painting that requires attention to historic treatment requirements, but no special, decorative or artistic painting skill.

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.
5. **Submit 2 Samples on the following substrates for Architect's review of color and texture only:**

   a. **Stained or Natural Wood: 4-by-8-inch. Samples of natural- or stained-wood finish on representative wood surfaces.**

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 CLOSEOUT SUBMITTALS

A. Maintenance Data: For coatings to include in maintenance manuals. Include the following:

1. Area summary with Finish Schedule and area detail designating where each product, color, and finish is used.
2. Product data pages.
3. Material safety data sheets.
4. Care and cleaning instructions.
5. Touch-up procedures.
6. Color samples of each color and finish (gloss level) used.

B. Manual: Provide Sherwin Williams; "Custodian Project Color and Product Information" manual, or equal.

1.6 MAINTENANCE MATERIAL SUBMITTALS

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.

1.7 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. Comply with the Secretary of the Interior's Standards for the Treatment of Historic Properties, Standards for Preservation as follows:

1. Preservation Brief 18: Rehabilitating Interiors in Historic Buildings: Identifying and Preserving Character-Defining Elements.
2. Preservation Brief 28: Painting Historic Interiors.

C. 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.
   b. F.E. Cabinet Aprons: Provide one apron mock up of faux marble paint.
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.

4. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
5. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 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.

1.9 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.

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. PPG Architectural Finishes, Inc.; Pittsburgh Paints.
3. 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 interior paints and coatings 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. Flat Coatings: 100 g/L.
b. Nonflat Coatings: 150 g/L.
c. Nonflat-High Gloss Coatings: 250 g/L.
d. Primers, sealers and undercoaters: 200 g/L.
e. Anti-corrosive and Anti-rust Paints Applied to Ferrous Metals: 250 g/L.
f. Floor Coatings: 250 g/L.

C. Colors: As selected by Owner and as required to match existing.

2.3 INTERIOR PRIMERS

A. General: Provide tinted primers as required for dark colors.

B. Interior Plaster Primer: Factory-formulated alkali-resistant acrylic-latex interior 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. Pittsburgh Paints; 6-2 Speedhide Interior Latex Sealer Quick-Drying: Applied at a dry film thickness of not less than 1.0 mil.
3. Sherwin-Williams; ProMar 200 Zero VOC Primer B28W2600: Applied at a dry film thickness of not less than 1.5 mils.

C. 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. Pittsburgh Paints; 6-855 Interior Latex Enamel Undercoater: Applied at a dry film thickness of not less than 1.2 mils.
3. Sherwin-Williams; Premium Wall and Wood Primer B28W08111 Series: Applied at a dry film thickness of not less than 1.8 mils.

D. 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 mils.
2. Pittsburgh Paints; 90-912 Series Pitt-Tech Interior/Exterior Primer/Finish DTM Industrial Enamel: Applied at a dry film thickness of not less than 2.0 mils.
3. Sherwin-Williams; Pro Industrial Pro-Cryl Universal Acrylic Primer B66 Series: Applied at a dry film thickness of not less than 2.0 mils.

2.4 INTERIOR PAINTS

A. Interior Low-Luster Acrylic Enamel: Factory-formulated eggshell acrylic-latex interior enamel.

1. Benjamin Moore, Ultra Spec 500 Interior Eggshell N538: Applied at a dry film thickness of not less than 1.8 mils.
2. Pittsburgh Paints; 9-300 Series Pure Performance Interior Eggshell Latex: Applied at a dry film thickness of not less than 1.5 mils.
3. 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 Semi-Gloss Acrylic Enamel for Metal Surfaces: Factory-formulated semi-gloss acrylic interior enamel (**250 g/L**).

1. Benjamin Moore; Ultra Spec HP DTM Acrylic Semi-Gloss Enamel HP29: Applied at a dry film thickness of not less than 1.5 mils.
2. Pittsburgh Paints; 90-1210 Series Pitt-Tech Plus Interior/Exterior Semi-Gloss DTM Industrial Enamel: Applied at a dry film thickness of not less than 2.0 mils.
3. Sherwin-Williams; Pro Industrial Acrylic B66-650 Series Semi-Gloss: Applied at a dry film thickness of not less than 2.5 mils.

C. Interior Acrylic Enamel for Wood Surfaces: Factory-formulated semi-gloss acrylic latex enamel (**150 g/L)**.

1. Benjamin Moore; Advance Waterborne Interior Alkyd Semi-Gloss 793: Applied at a dry film thickness of not less than 1.3 mils.
2. Pittsburgh Paints; 6-500 Series SpeedHide Interior Semi-Gloss Acrylic Latex: Applied at a dry film thickness of not less than 1.4 mils.
3. 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.

2.5 TRAFFIC MARKING PAINT

A. Omitted.

2.6 INTERIOR WOOD STAINS AND VARNISHES

A. Interior Wood Stain: Factory-formulated water-based penetrating wood stain for interior application applied at spreading rate recommended by manufacturer (250 g/L).

1. Lenmar; Waterborne Interior Wood Stain 1WB1300.
2. Pittsburgh Paints; Olympic Premium Interior Oil Based Wood Stain, Tint Base 44500.
3. Sherwin-Williams; Minwax Wood Finish 250 VOC Stains.

B. Clear Sanding Sealer: Factory-formulated fast-drying acrylic polyurethane clear wood sealer applied at spreading rate recommended by manufacturer. (350 g/L)

1. Benjamin Moore; Benwood Stays Clear Acrylic Polyurethane Gloss N422.
2. Pittsburgh Paints; Olympic Premium Interior Water Based Sanding Sealer 41061.
3. Sherwin-Williams; Wood Classics Waterborne Polyurethane A68 Series (350 g/L OTC)

C. Interior Polyurethane-Based Clear Varnish: Factory- formulated polyurethane-based clear varnish (350 g/L)

1. Benjamin Moore; Benwood Stays Clear Acrylic Polyurethane Low Lustre N423.
2. Pittsburgh Paints; Olympic Premium Interior Water Based Polyurethane Clear Satin 42786.
3. Sherwin-Williams; Wood Classics Waterborne Polyurethane A68 Series

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. Concrete: 12 percent.
2. Wood: 15 percent.
3. Plaster: 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 HISTORIC TREATMENT OF PAINTING, GENERAL

A. Historic Treatment Appearance Standard: Completed work is to have a uniform appearance as viewed by Architect from building interior at 10 feet away from painted surface.

B. Execution of the Work: In treating historic items, disturb them as minimally as possible and as follows:

1. Remove failed coatings and corrosion and repaint.
2. Verify that substrate surface conditions are suitable for painting.
3. Allow other trades to repair items in place and retain as much original material as possible before repainting.
4. Reproduce original, historic paint systems where indicated or scheduled.
   Install temporary protective measures to protect historic painted surfaces that shall be treated later.

C. Mechanical Abrasion: Where mechanical abrasion is needed for the work, use only the gentlest mechanical methods, such as scraping and lightly hand sanding, that will not abrade softer substrates, reducing clarity of detail. Do not use abrasive methods such as rotary sanding, rotary wire brushing, or power tools except as indicated as part of the historic treatment program and as approved by Architect.

D. Heat Processes: Do not use torches, heat guns, or heat plates.

E. Painting must be in compliance with section 00 8000 and 00 2115.

3.3 PREPARATION

A. General: Use only the gentlest, appropriate method necessary to clean surfaces in preparation for painting. Clean all surfaces, corners, contours, and interstices.

B. Detergent Cleaning: Wash surfaces by hand using clean rags, sponges, and bristle brushes. Scrub surface with detergent solution and bristle brush until soil is thoroughly dislodged and can be removed by rinsing. Use small brushes to remove soil from joints and crevices. Dip brush in solution often to ensure that adequate fresh detergent is used and that surface remains wet. Rinse with water applied by clean rags or sponges.

C. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

D. Remove hardware, 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.

E. 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.

F. Alkalinity: Do not begin application of coatings unless surface alkalinity is within range recommended in writing by paint manufacturer. Conduct alkali testing with litmus paper on exposed plaster, cementitious, and masonry surfaces.

G. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

H. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

I. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.

J. 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.

3.4 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.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

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.

3.5 FIELD QUALITY CONTROL

A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.

1. Contractor shall touch up and restore painted surfaces damaged by testing.
2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.6 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.

3.7 INTERIOR PAINTING SCHEDULE

A. Plaster: Provide the following finish systems over interior plaster 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 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.