# Rhode Island College
# Building 15 – Fire Alarm System

## Project Manual

## Nazarian Center
## Rhode Island College
Providence, Rhode Island

October 2018

FUSS & O'NEILL

317 Iron Horse Way
Suite 204
Providence, RI 02908

Project No. 20160941.A30

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# TABLE OF CONTENTS


| SECTION | TITLE | NUMBER OF PAGES |
|---|---|---|
| **DIVISION 00 00 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS** | | |
| 00 00 10 | Table of Contents | 2 |
| 00 05 00 | Agreement Between Owner and Contractor AIA A101-2007 | 10 |
| 00 06 00 | Performance Bond and Payment Bond AIA A312-2010 | 6 |
| 00 07 00 | General Conditions AIA A201-2007 | 42 |
| **DIVISION 00 10 00 – GENERAL REQUIREMENTS** | | |
| 00 11 00 | Summary | 8 |
| 00 12 50 | Contract Modification Procedures | 2 |
| 00 12 90 | Payment Procedures | 6 |
| 00 13 10 | Project Management and Coordination | 4 |
| 00 13 30 | Submittal Procedures | 14 |
| 00 14 00 | Quality Requirements | 6 |
| 00 14 20 | References | 10 |
| 00 15 00 | Mobilization | 2 |
| 00 17 00 | Execution Requirements | 4 |
| 00 17 70 | Closeout Procedures | 4 |
| 00 17 81 | Record Documents | 4 |
| 00 65 19 | Waiver of Lien | 2 |
| 00 73 02 | Managing Fire Protection System Impairment | 2 |
| 00 73 36 | Prevailing Wage | 2 |
| 00 90 00 | Addenda and Modifications | 2 |

**DIVISON 260000 - ELECTRICAL**

26 00 10 Electrical General Provisions ..... 10
26 00 60 Electrical Demolition ..... 2
26 01 00 Basic Materials and Methods – Interior ..... 10
26 31 00 Fire Alarm System ..... 18

## SECTION 00 05 00 – AGREEMENT BETWEEN OWNER AND CONTRACTOR DOCUMENT

See AIA Document A101-2017, draft document attached.

**END OF SECTION**

# AIA® Document A101™ – 2007

## *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)

The User Agency:
*(Name of user agency, address, telephone and facsimile numbers, and web address)*

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

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.

Init.
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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 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.

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



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**Portion of Work** **Substantial Completion Date**

, 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.
**§ 4.4** Allowances
*(Paragraphs deleted)*
are specified in the Bid Form
**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

**§ 5.1.1** Based upon Applications for Payment submitted to the Design Agent by the Contractor and Certificates for Payment issued by the Design Agent and approved by the Owner in writing, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents, 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.

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

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.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)*
**Intentionally omitted.**

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

**§ 5.2 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 final waivers of lien 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.

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## 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 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)*


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

**§ 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)*

§ 8.6 Neither the Owner's, nor the Contractor's, nor the Design Agent's representative shall be changed without ten days written notice to the other parties.

§ 8.7 Other provisions.

§8.6.1 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.

§8.6.2 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.

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


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§8.6.4 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.

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

§ 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.

§ 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


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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.

*(Table deleted)*
**§ 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.

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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# SECTION 00 06 00 – PERFORMANCE BOND AND PAYMENT BOND

See AIA Document A312-2010.

END OF SECTION

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**SECTION 00 07 00 – GENERAL CONDITIONS**

See AIA Document A201-2017, draft document attached.

**END OF SECTION**

# AIA® Document A201™ – 2007

## *General Conditions of the Contract for Construction*

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

**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

**THE USER AGENCY**
*(Name, legal status, address, telephone and facsimile numbers, and web address)*
Rhode Island College
600 Mt Pleasant Avenue
Providence, RI 02908
Tel: (401) 456-9885Fax: (401) 456-8534
www.ric.edu

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

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

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TABLE OF ARTICLES


1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

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

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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## 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 all of 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 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, if required in the jurisdiction where the Project is located. 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 in the Design Agent's administration of the Contract, 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 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 or 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 this 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 or its Subcontractors, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.6 TAXES**

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

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

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


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## § 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 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.


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§ 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 Design Agent's approval. 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 Design Agent reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

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

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

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

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design


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


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§ 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, 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 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 of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and costs of 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 omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 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.

## 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 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 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.


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§ **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.

§ **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.

§ **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.


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## 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 through the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Design Agent 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 Design Agent requires additional time for review.Design Agent

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

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

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

### § 5.2.5 MANUFACTURERS AND FABRICATORS

**§ 5.2.5.1** Not later than 10 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through 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 Design Agent 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 Design Agent requires additional time to review.

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

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

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


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### § 5.3 SUBCONTRACTUAL RELATIONS

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

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

*(Paragraph deleted)*

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

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

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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


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## § 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

## § 6.3 OWNER'S RIGHT TO CLEAN UP

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

# ARTICLE 7 CHANGES IN THE WORK

## § 7.1 GENERAL

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

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

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

**§ 7.1.4** Mark up on the change order shall be 10% for self-performed work and 6% on subcontracted work. Subcontractors shall receive no more than 10% on self-performed work and 6% on sub-subcontracted work.

## § 7.2 CHANGE ORDERS

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

- **.1** 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..


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## § 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in 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 allowance for overhead and profit in accordance with the Clauses 7.3.11.1 through 7.3.11.7 below. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

*(Paragraph deleted)*

**§ 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.

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§ 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 Design Agent will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.3.11 The allowance for the combined overhead and profit is to be as listed below.

.1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 6 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or subcontractor's own forces, 10 percent of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 6 percent of the amount due the Sub-subcontractor.

.5 Overhead and profit is to include the Contractor's project management and supervisory costs, all administrative expenses and personnel, change estimate preparation, mobilization, setup & breakdown, meetings, all safety related costs, cleanup costs and storage costs pertaining to the changes in the work.

.6 The fee increase to any permit required by the additional work is allowed to be added to the Change Order costs. However, the Contractor is required to submit proof that the additional fee was paid to the presiding authority.

.7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

### § 7.4 MINOR CHANGES IN THE WORK

The Design Agent 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 pursuant to § 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 The term "day" as used in the Contract Documents shall mean working day, excluding weekends 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.

### § 8.3 DELAYS AND EXTENSIONS OF TIME

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

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causes beyond the Contractor's control,, then the Contract Time shall be extended by Change Order for such reasonable time as the Design Agent 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 Design Agent and the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and Owner may require. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

**§ 9.3.1** At least 10 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 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


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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, and material and color samples with each Application for Payment, or as otherwise required by the Owner.

**§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

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

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

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

**§ 9.5.3** 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


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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 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.


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§ 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 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.


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§ 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.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

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


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§ **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 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


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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 Intentionally omitted.**

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

## ARTICLE 11 INSURANCE AND BONDS

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

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

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

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

§ **11.1.3** Certificates of insurance as specified in the Solicitation and as otherwise acceptable to the Owner shall be filed with the Owner and the User Agency prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 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 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 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.

**§ 11.3 PROPERTY INSURANCE**

§ **11.3.1** The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in 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.


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**§ 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.**

*(Paragraphs deleted)*
**§ 11.3.3Intentionally 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 Architect, Architect'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 consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. **§ 11.3.8** A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable 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


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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. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Contractor 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.

### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

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

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

### § 12.2 CORRECTION OF WORK

#### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

#### § 12.2.2 AFTER SUBSTANTIAL COMPLETION

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of 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.


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§ 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 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 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.


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### § 13.4 RIGHTS AND REMEDIES

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

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

### § 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

### § 13.6 INTEREST

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

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, 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


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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

*(Paragraph deleted)*

**§ 14.1.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; or

.4 otherwise is guilty of a breach of or fails to comply with a provision of 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.

**§ 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.


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**§ 14.3.2 Intentionally omitted.** 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.

**§ 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.

**§ 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


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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 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes

*(Paragraphs deleted)*

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 wiver is applicable, without limitation, to all consequential damages due to the Owner'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.

**§ 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 parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 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.


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§ 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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# SECTION 00 11 00 - SUMMARY

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and General provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification

1. Project Title: Building 15 – Nazarian Center
   Fire Alarm System

2. Project Locations: Rhode Island College
   600 Mount Pleasant Ave.
   Providence, RI 02908

3. Owner: Rhode Island Department of Administration.

Engineer Identification: The Contract Documents, dated August 2018, were prepared for the Project by: Fuss & O'Neill, Inc., located at 317 Iron Horse Way, Suite 204, Providence, RI 02908.

B. The Work includes:

1. Demolition – Removal/Replacement of Fire Alarm Devices
2. New Fire Alarm system – Replacement and Additions
3. System testing

### 1.3 CONTRACT

A. Project will be constructed under a general construction contract.

### 1.4 WORK SEQUENCE

A. The Work shall be conducted in one phase.

1. Work shall consist of installation of new fire alarm system control panel and device replacement and additions reprogramming, so as not to disrupt the weekday daily operations of business within the building. Fire alarm system will remain operational at all times.
2. Work shall be substantially complete within 180 days after Notice to Proceed.

1.5 USE OF PREMISES

A. General: Contractor shall have staged use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project. Work shall be sequenced as directed by College. Building will be occupied.

1.6 WORK UNDER OTHER CONTRACTS

A. Separate Contract: Owner will award a separate contract for performance of certain construction operations at Project site. Those operations may be scheduled to be concurrent with the work under this Contract.

B. Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 48-division format and CSI/CSC's "Master Format" numbering system.

1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.8 ACCESS TO SITE

A. Minimize damage to structure and restore damaged areas to their original condition or better.

B. Acquire necessary permits, authorizations and approvals for working in, on or from property, rights-of-way or easements owned by the State of Rhode Island and City of Providence. The Contractor shall secure access rights of his own for such work.

C. Remove and restore to original condition walls, structures, utility lines, and other improvements required to be relocated for construction of the Work. Costs for such activity shall be borne by the Contractor. Notify the Engineer, the Owner, and utilities of intended modification or disruption to their property prior to the start of construction and cooperate with them in the scheduling and performance of his operations.

D. The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by the Owner to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, easements, etc., provided by the Owner.

1.9 SCHEDULE OF CONSTRUCTION

A. Submit construction schedule to the Engineer at the earliest possible time but no later than 10 Days prior to beginning the Work.

B. The schedule will indicate sequence of work for specific work items.

C. The schedule will be reviewed with the Owner to approve the least disruption operations of the building.

1.10 WORK HOURS

A. Schedule normal work activities on Monday through Friday, 7:00 AM to 4:30 PM.

B. Make arrangements with the Owner for all off hour work. No power outages scheduled unless previously approved by the Owner.

C. The Owner may consider work on Sundays, only if approved and shall require a minimum of 30 working days' notice.

D. Any short term disruption of power (less than four hours) shall require a minimum of five working days' notice in advance. Disruption of power of the entire building shall require a minimum of 30 working days' notice. Outage will take place on weekends.

E. Work on legal State holidays shall be approved and shall require a minimum of 30 working days' notice.

1.11 USE OF SITE

A. All deliveries shall be limited to outside the Basement in the rear of the Building.
B. All demolished materials shall be removed from the site and properly disposed. The contractor will be allowed a dumpster on site in an Owner designated area.

1.12 NO SMOKING POLICY

A. Smoking is prohibited within and outside of all buildings, except in designated smoking areas. This applies to existing buildings, buildings under construction and buildings under renovation. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. The Owner will identify designated smoking areas.

1.13 STORAGE AND HANDLING OF MATERIALS

A. No materials shall be stored within the building without approval of the Owner. Storage of construction materials shall only be allowed where designated by the Owner. Prior to start of construction, the contractor shall provide the Owner will the amount of space required for storage. If sufficient space within the contractor will be required to store materials off-site at the contractor's expense.

B. A temporary laydown for large construction materials and equipment will be designated by the Owner. The storage of such materials and equipment shall be limited to a maximum of two days before installation.

C. At all times, handle and store materials and equipment to be incorporated in the work in a manner to prevent intrusion of foreign matter, warping, twisting, bending, breaking, and any injury, theft or damage of every description to the material or equipment.

D. Upon delivery, promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged. Packages, materials and equipment showing evidence of damage shall be rejected and replaced at no additional cost to the Owner.

E. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Provide access to products during storage for inspection.

1. If products are stored for an extended period of time, conduct periodic inspections to assure products are undamaged and are maintained under required conditions.

2. Keep an inspection log indicating date and time of inspections. Note problems, if any.

1.14 EXISTING CONDITIONS

A. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain.

B. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as approved by the Owner.

C. At the completion of construction, existing work shall be in a condition equal to or better than that which existed before new work started.

1.15 UTILITIES

A. The Contractor shall have use of limited existing building utilities as directed by the Owner.

B. Electrical power within the building may be used as directed by the Owner. Power cords and required temporary electrical shall be provided by the contractor.

C. Water may be used as directed by the Owner.

D. Bathroom facilities shall be provided by the contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 GENERAL

A. The following is a general recommended sequence of construction operations. The Contractor shall provide his own detailed construction schedule to the Engineer prior to the initiation of Work. Deviation from Contractor's schedule will require the Contractor to submit notification of such change in schedule to the Engineer.

1. Obtain required permits, authorizations and approvals from Federal, State and local authorities, as well as private entities including the Owner, having jurisdiction over the Project. Make required notifications to regulatory authorities. Provide copies of such permits, authorizations, approvals and notifications to the Engineer.

2. Review building with Owner and establish area of building to be available for a sequenced replacement.

3. Mobilize to project Site.

4. Install any temporary protective measures to ensure the safety of persons within the working areas of the building.

5. Establish work area.
6. Provide temporary services as required.
7. Install new system in accepted sequence.
8. Test system – pre-test and final.
9. Perform demolition work.
10. Demobilize from project Site.

3.2 SUBMITTAL PROCEDURES

A. Make submittals to the Engineer at least ten (10) Days before beginning the particular phase of Work.
   1. Submit a minimum of four (4) copies of each submittal.
   2. Clearly identify each submittal with the following:
      a. Name of Project;
      b. Name address and telephone number of Contractor;
      c. Appropriate reference to Specification Section or Drawing to which it applies; and
      d. Identify if it is an original submittal or re-submission (second, third, etc.)
   3. Facsimile transmissions of submittals will not be accepted.

B. The Engineer will review each submission in a timely fashion, for general conformance to the design concept as expressed in these Contract Documents. Engineer's review and comment will in no way relieve the Contractor of any of his responsibilities under the Contract.

C. Do not commence portion of the Work requiring a submission until submission has been accepted by the Engineer.

D. In addition to the submittals required by the various Technical Specifications, provide the following submittals:
   1. Schedule of Values. Within 10 days after signing the Contract, submit a schedule of values of the various "lump sum" portions of the Work, including quantities, and supported by such data to substantiate its correctness as the Engineer may require. Each item in the schedule of values shall include its proper share of overhead and profit. This schedule, when accepted and approved by the Owner and Engineer, shall only be used as a basis for Contractor's Periodic Estimate. No payments will be made to Contractor until such Schedule has been submitted and accepted.
      a. Within ten (10) days after signing the Contract, submit a Cash Flow Schedule including estimated monthly payment schedule for the Project.

b. Break prices down sufficiently to provide a convenient and realistic means for determining the amount of Work done during various stages of progress. Where prices are not broken down sufficiently to accurately determine the value of Work completed, the Engineer will estimate the value of the Work completed and will deduct an amount so as to arrive at a conservative value which will allow the Owner to easily complete the Work with the unpaid balance. When the required detail in the Schedule of Values is not provided by the Contractor, Contractor agrees to accept the Engineer's determinations.

2. Schedule of Construction. The Contractor shall submit his proposed schedule of construction (schedule of operations) to the Owner at the earliest possible time and no later than 10 days prior to beginning the Work or at the pre-construction conference, whichever is earlier.

a. Provide a bar-chart-type or Gantt-chart-type schedule that clearly indicates the start date and duration of specific construction activities, including individual panelboard replacement and switchboard modifications.

b. Off-hour and work on Saturday, Sunday, or Holidays shall be approved the Owner. Portions of the Work to be performed by subcontractors, the Owner or utilities shall be clearly indicated as such.

c. No work shall be started until the schedule of construction is reviewed and approved by the Owner.

d. Contract completion date shall not be changed by submission of a schedule, unless specifically authorized by Change Order approved by the Owner.

3.3 PROJECT MEETINGS

A. Pre-construction Conference: Prior to the start of construction, a pre-construction conference may be held with the representatives of the Contractor, Engineer, Owner and other interested parties.

B. Progress Meetings: During progress of the Work, meetings may be required in order that scheduling and overall job coordination can be maintained. The Contractor shall be required to attend these meetings throughout the project duration.

**END OF SECTION**

# SECTION 00 12 50 - CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for handling and processing Contract modifications.

### 1.2 MINOR CHANGES IN THE WORK

A. Engineer will issue written supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

### 1.3 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request after receipt of Proposal Request, submit a written quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

      Quotation Form: Use CSI Form 13.6D, "Proposal Worksheet Summary," and Form 13.6C, "Proposal Worksheet Detail."

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a written request for a change.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Include costs of labor and supervision directly attributable to the change.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

1.4 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Work Change Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: Engineer may issue a Work Change Directive on AIA Document G714. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate proposed cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

# SECTION 00 12 90 - PAYMENT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

### 1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values for Base Bid items with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

   a. Application for Payment forms with Continuation Sheets.

   b. Submittals/Shop Drawings Schedule.

2. Submit three copies of the Schedule of Values to Engineer 10 days after effective date of Agreement. No payment will be made to Contractor before Schedule of Values has been submitted and accepted by Engineer.

B. Format and Content: Use the Bid Items and Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each base bid item and Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

   a. Project name and location.

   b. Name of Engineer.

   c. Engineer's project number: 20160941.A20.

   d. Contractor's name and address.

   e. Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.

   b. Description of the Work.

   c. Change Orders (numbers) that affect value.

   d. Dollar value.

1) Percentage of the Contract Price to nearest one-hundredth percent, adjusted to total 100 percent.

2) Contractor's estimated quantity and unit prices.

3) For unit price items, the quantity provided on the bid form and unit prices.

4) For alternate unit price items, the quantity authorized by the Owner and unit prices.

3. Provide a breakdown of the Contract Price in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate. At minimum, each lump sum, unit bid, alternate unit bid, add/deduct unit bid, and allowance item shall be separate line items in the Schedule of Values.

4. Round amounts to nearest whole dollar; total shall equal the Contract Price.

5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.

6. Where items do not include sufficient detail to accurately determine the value of Work completed, Engineer will estimate the value of the Work completed and deduct a conservative value that will allow the Owner to easily complete the Work with the unpaid balance.

   a. When the required detail in the Schedule of Values is not provided by the Contractor, the Contractor agrees to accept the Engineer's determination.

7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

## 1.3 SCHEDULE OF PAYMENTS

A. Coordination: Coordinate preparation of the Schedule of Payments with preparation of Contractor's Schedule of Construction and Schedule of Values.

1. Such schedule shall be broken down by monthly pay period through Project completion and reflect items listed in the Schedule of Values.

2. Submit three copies of the Schedule of Payments to Engineer 10 days after effective date of Agreement.

## 1.4 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial/Monthly Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.

C. Payment Application Forms: AIA Document G702 or an approved equal.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Change Orders and Work Change Directives issued before last day of construction period covered by application.

3. Itemized data and format provided on continuation sheets shall include schedules, line items, and values as stipulated in the Schedule of Values as accepted by Owner.

a. Continuation sheets shall include a total list of all scheduled component items of work with item number and scheduled dollar value for each item. Dollar values to be included in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar or as may be specified for Schedule of Values.

b. List each Change Order executed prior to date of submission at end of continuation sheets. List by Change Order number and description as to original component item of Work.

E. Transmittal: Submit three (3) signed and notarized original copies of each Application for Payment to Engineer. Verify requirements with State purchasing.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

2. Submit Applications to Engineer by means ensuring receipt within 24 hours.

F. Ownership: All Work covered by Progress Payments shall, at the time of payment, become the property of Owner.

G. Processing: With each Application for Payment the Contractor shall certify such Application for Payment represents a just estimate of costs reimbursable to Contractor

under terms of the Contract and shall certify there are no Mechanic's or Materialmen's Liens outstanding at the date of that Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, that there is no known basis for the filing of any Mechanic's or Materialmen's Lien against the Surety in connection with the Work, that Waivers and Bills Paid Affidavit forms from all Subcontractors and Materialmen have been, or will be, obtained in the form agreeable to the Owner, and that amount of the contract remaining to be expended is sufficient to complete the project.

H. Waivers and Mechanic's Liens

1. Monthly Applications for Payment shall include Waivers of Mechanic's Liens and Claims for all Work included in the period of construction covered by the Application for Payment and the previous month's Application. Waivers of Liens and Claims from Subcontractors or Subcontractors and suppliers shall include the period of construction covered by the Application for Payment, the total amount paid prior to and including the previous month's Application.
2. Partial Waivers of Liens shall be submitted on each item of work for the amount requested, prior to deduction for retainage, for each item.
3. Contractor shall submit final or full Waivers of Liens and Claims for completed items of work shown on the monthly Application for Payment.
4. Owner reserves the right to designate which entities involved in the Work must submit Waivers of Liens.
5. The Contractor's final Application for Payment shall be submitted with, or preceded by final Waivers from every entity involved with the performance of work, supplying of materials or the providing of professional services covered by the Application who could lawfully be entitled to a Lien.
6. Waivers of Liens shall be provided on forms, and executed in a manner acceptable to the Owner.

I. Initial/Monthly Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following, which shall be updated for Monthly Applications for Payment, as applicable:

1. List of subcontracts with current MBE certification forms, as applicable.
2. Schedule of Values.
3. Schedule of Submittals
4. Contractor's Construction Schedule (preliminary if not final), updated monthly.
5. Name of Contractor Superintendent.
6. Copies of required permits.
7. Copies of authorizations and licenses from governing authorities for performance of work.

8. Any material stored off site must carry additional insurance (All Risk Rider) stating Owner as insured. All material is to be inspected by Engineer or his designated personnel before billing can be approved. Bill of Sale and receipts for items being billed at cost only are required and 50% retainage will be held for off-site stored materials. Paperwork must accompany request two weeks prior to billing to insure adequate time to schedule inspection.
9. Contractor's Health and Safety Plan (HASP)
10. Certificates of insurance and insurance policies.

J. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum, if any.
2. Submit warranties and maintenance agreements, as applicable.
3. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

K. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:

1. Evidence of completion of Project closeout requirements.
2. Completion of items specified by the Engineer for correction after Substantial Completion.
3. Required Project Records including permit drawings, as constructed drawings both on hard copy and in electronic format.
4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
5. Updated final statement, accounting for final changes to the Contract Sum.
6. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
7. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
8. AIA Document G707, "Consent of Surety to Final Payment."
9. List of unsettled claims, if any.
10. Evidence that claims have been settled, if any.
11. Final, liquidated damages settlement statement, if any.
12. Removal of all temporary facilities and services.
13. Removal of all surplus materials, rubbish, and similar elements.

1.5 MINORITY BUSINESS ENTERPRISES

A. In accordance with Rhode Island General Law 37-14-1, Contractor shall meet the established goal of not less than ten percent (10%) of the Contract Sum be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Small Disadvantaged Business shall refer to either a "minority business enterprise" or a "disability business enterprise".

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

# SECTION 00 13 10 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General Project coordination procedures.
2. Coordination Drawings.
3. Administrative and supervisory personnel.
4. Project meetings.

### 1.2 COORDINATION

A. Coordination: Coordinate construction operations included in various Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Schedule of Construction.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.

6. Project closeout activities.

1.3 SUBMITTALS

A. Staff Names: Within five (5) days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room and by each temporary telephone.

B. Coordination Drawings: Prepare Coordination Drawings if limited workspace necessitates installation of different components in alternating sequence to maximize space utilization or if coordination is required for the installation of products and materials fabricated by separate entities. Indicate required installation sequences.

1.4 PROJECT MEETINGS

A. General: Engineer will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Engineer will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.

2. Agenda: Engineer will prepare the meeting agenda and distribute the agenda to all invited attendees.

3. Minutes: Engineer will record significant discussions and agreements achieved, and distribute the meeting minutes to everyone concerned, including Owner, within 10 days of the meeting.

B. Preconstruction Conference: Engineer will schedule a preconstruction conference before start of construction, at a time convenient to Owner, Contractor, and Engineer, but no later than 15 days after execution of the Agreement.

1. Attendees: Authorized representatives of Owner, Engineer, and their consultants, and Contractor and its superintendent; shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:

a. Tentative construction schedule.

b. Critical work sequencing.

c. Designation of responsible personnel.

d. Procedures for processing field decisions and Change Orders.

e. Procedures for processing Applications for Payment.

f. Distribution of the Contract Documents.

g. Submittal procedures.

h. Preparation of Record Documents.

i. Use of the premises.

j. Responsibility for temporary facilities and controls.

k. Parking availability.

l. Office, work, and storage areas.

m. Equipment deliveries and priorities.

n. First aid.

o. Security.

p. Progress cleaning.

q. Working hours.

3. Execution of Owner-Contractor Agreement including executed bonds and insurance certificates may be completed immediately prior to the pre-construction conference.

C. Progress Meetings: Engineer will conduct progress meetings as deemed necessary during non-critical phases of work, and weekly if conditions warrant.

1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity required to finalize discussions regarding current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Review present and future needs of each entity present, including the following:

1) Interface requirements.

2) Sequence of operations.

3) Status of submittals.

4) Deliveries.

5) Off-site fabrication.
6) Access.
7) Temporary facilities and controls.
8) Work hours.
9) Hazards and risks.
10) Progress cleaning.
11) Quality and work standards.
12) Change Orders.
13) Documentation of information for payment requests.

3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
   a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

# SECTION 00 13 30 - SUBMITTAL PROCEDURES

## GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

### 1.2 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Engineer's responsive action.

B. Informational Submittals: Written information that does not require Engineer's approval. Submittals may be rejected for not complying with requirements.

C. Addresses: Include mailing address, telephone number, facsimile number, and e-mail address.

### 1.3 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals, unless requested by the contractor.

B. Method of Transmitting Submittals: Electronic transmission of submittals, including e-mail process, will be permitted. Facsimile transmittal of submittals will not be allowed. Hard copies must also be transmitted as indicated.

C. Clarity: Provide neat, clean and legible printed materials that can be easily reproduced by normal photocopying or blueprinting process. Illegible submittals will be returned without review.

D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.

1. Initial Review: Allow 14 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.

2. Concurrent Review: Where concurrent review of submittals by Engineer's consultants, Owner, or other parties is required, allow 30 days for initial review of each submittal.

3. If intermediate submittal is necessary, process it in same manner as initial submittal.

4. Allow 21 calendar days for processing each resubmittal.

5. No extension of the Contract Time or claims for delay will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.

F. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.

3. Include the following information on label for processing and recording action taken:

a. Project name.

b. Date.

c. Name and address of Engineer.

d. Name and address of Contractor.

e. Name and address of subcontractor.

f. Name and address of supplier including name and telephone number of contact.

g. Name of manufacturer including name and telephone number of contact.

h. Unique identifier, including revision number.

i. Number and title of appropriate Specification Section.

j. Drawing number and detail references, as appropriate.

k. Other necessary identification.

G. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals. Provide list or narrative of deviations on Submittal Transmittal form.

H. Additional Copies: Unless additional copies are required for final submittal, and unless Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.

1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.

2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.

I. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor or without a transmittal form.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.

2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

3. Transmittal Form: Use sample form at end of Section.

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

1.4 QUALITY ASSURANCE

A. Where "Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended December 2010" and issued supplements.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies: Submit five copies of each submittal, unless otherwise indicated. Mark up and retain one returned copy as a Record Document.

a. Submit a single preliminary copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Engineer will return submittal with options selected.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:

a. Manufacturer's written recommendations.

b. Manufacturer's product specifications.

c. Manufacturer's installation instructions.

d. Standard color charts.

e. Manufacturer's catalog cuts.

f. Wiring diagrams showing factory-installed wiring.

g. Printed performance curves.

h. Operational range diagrams.

i. Mill reports.

j. Standard product operating and maintenance manuals.

k. Compliance with recognized trade association standards.

l. Compliance with recognized testing agency standards.

m. Application of testing agency labels and seals.

n. Notation of coordination requirements.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:

a. Dimensions.

b. Identification of products.

c. Fabrication and installation drawings.

d. Roughing-in and setting diagrams.

e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.

f. Shop work manufacturing instructions.

g. Templates and patterns.

h. Schedules.

i. Design calculations.

j. Compliance with specified standards.

k. Notation of coordination requirements.

l. Notation of dimensions established by field measurement.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.

D. Samples: Prepare physical units of materials or products, including the following:

1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

a. Include cost and wearing capability of each color and pattern.

2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side that includes the following:

a. Generic description of Sample including type, quality or grade designation.

b. Product name or name of manufacturer.

c. Sample source.

d. Name of Project.

e. Name of Contractor or subcontractor.

4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:

a. Size limitations.

b. Compliance with recognized standards.

c. Availability.

d. Delivery time.

5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
    a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least two (2) sets of paired units that show approximate limits of the variations.
    b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship; fabrication techniques; details of assembly, connections, operation and similar construction characteristics.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    b. Samples not incorporated into the Work, or otherwise not designated as Owner's property, are the property of Contractor.

E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.

F. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."

G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
    1. Name, address, and telephone number of entity performing subcontract or supplying products.
    2. Number and title of related Specification Section(s) covered by subcontract.
    3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.
    1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated.
    2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."

B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

C. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.

D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

E. Material or Product Certificates: Prepare written statements on manufacturer's letterhead certifying that material or product complies with requirements. Use attached sample Material Certificate, or provide certificate that includes the following information.

1. Project to which material is consigned.
2. Name of contractor receiving material.
3. Item number and description of material.
4. Quantity of material represented by the certificate.
5. Means of identifying consignment including label, marking, or lot number.
6. Preparation of substrates.
7. Required substrate tolerances.
8. Sequence of installation or erection.
9. Required installation tolerances.
10. Required adjustments.
11. Recommendations for cleaning and protection.

F. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

G. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark each copy of each submittal with approval stamp before submitting to Engineer.

B. Approval Stamp: Stamp each submittal with a uniform approval stamp.

C. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. See attached Submittal Transmittal for sample of statement.

3.2 ENGINEER'S ACTION

A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and submittal transmittal and will return them without action.

1. Engineer may elect not to review partial or incomplete submittals and will return such submittals with no action taken.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Furnish as Submitted: Submittal appears to conform to Contract Documents and Contractor may proceed with ordering and installation.

2. Furnish as Noted: Same as "Furnish as Submitted" except that the Contractor must comply with modifications or notes added to the submittal by the Engineer.

3. Rejected: Submittal must be revised and resubmitted.

C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

**END OF SECTION**

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FOR DUPLEX PRINTING PURPOSES

To: Fuss & O'Neill, Inc.
317 Iron Horse Way, Suite 204
Providence, RI 02908
ATTN: Charles Waskiewicz

From:

PROJECT: Building 16 Fire Alarm System

SUBMITTAL NO.: _____
List Section No., Article No., Paragraph)
(Revision: 1st, 2nd, 3rd, etc.)

Transmitted herewith for review and comment are the following:

| Copies | Dwg. | No. | Description |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

MANUFACTURER / SUPPLIER

Name: _____

Address: _____

Telephone No.: _____ Facsimile No.: _____

For Additional Information, Contact: _____

E-mail Address: _____

I hereby certify that I have carefully examined the enclosed submittal and have determined and verified all field measurements, construction criteria, materials, catalog numbers and similar data, coordinated the submittal with other submissions and the work of other trades and contractors, and that to the best of my knowledge and belief, the enclosed submittal is in full compliance with the Contract Documents, except for the following deviations:

BY:
Signature: _____

Date: _____

Title: _____

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FOR DUPLEX PRINTING PURPOSES

- - SAMPLE - - MATERIALS CERTIFICATE - - SAMPLE - -

(Submit on Manufacturer's letterhead)

Date: _____

WE HEREBY CERTIFY THAT _____
(Description, Kind of Material, Product Name, Model No.)

FURNISHED TO _____
(Name of Contractor) (Prime or Subcontractor)

FOR USE ON _____
(Project Name)

OWNER _____
(Project Owner)

IDENTIFIED BY: _____
(Label, Marking, Seal No., Consignment, or Waybill No.)

SHIPPED VIA: _____
(Method of Shipment, Car No., Truck No.)

SHIPPED ON: _____ DELIVERED ON: _____

MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS FOR THE SUBJECT PROJECT IN ALL RESPECTS. PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMANCE WITH APPLICABLE SPECIFICATIONS, DRAWINGS AND STANDARDS OF ARTICLES FURNISHED. ARTICLES FURNISHED COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS:

_____

_____

_____

_____

All records and documents pertinent to this certificate and not submitted herewith will be maintained available by the undersigned for a period of not less than 3 years from the date of this certificate.

_____
(Name of Manufacturer)

_____
(Authorized Representative's Signature)

_____
(Title)

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FOR DUPLEX PRINTING PURPOSES

# SECTION 00 14 00 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Materials that fail required tests shall not be accepted by the Town and shall be removed from the site at the Contractor's expense.

D. Contractor shall account for adequate testing times. Delays in testing by the Contractor or Contractor's testing facility shall be the responsibility of the Contractor.

### 1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.

C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing Laboratory shall mean the same as testing agency.

1.3 DELEGATED DESIGN

D. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.4 SUBMITTALS

E. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

F. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

G. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

H. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Ambient conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

I. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

J. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

K. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

L. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

M. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

N. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, which are similar to those indicated for this Project in material, design, and extent.

O. Testing Agency Qualifications: An agency as defined in Division 1 Section "Testing Laboratory Services"

P. Professional Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing surveying services of the kind indicated.

1.6 QUALITY CONTROL

A. Contractor Responsibilities: Unless otherwise indicated, provide all quality-control services specified and required by authorities having jurisdiction.

1. Engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ the same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies and Engineer at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

3. Where approval of laboratory test results is required by the Engineer, submit laboratory test results at least 48 hours in advance of delivery of material onsite.

4. Where quality-control services are indicated, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

7. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

D. Testing Agency Responsibilities: Adhere to Division 1 Section "Testing Laboratory Services.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the work.
2. Incidental labor and facilities necessary to facilitate tests and inspections, at site or at source of products, including storage and curing of test samples.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field-curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
2. Repair items of work where testing indicates that the work does not meet requirements specified herein and re-test at no cost to the Owner.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**END OF SECTION**

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FOR DUPLEX PRINTING PURPOSES

# SECTION 00 14 20 - REFERENCES

## PART 1 - GENERAL

### 1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

G. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

H. "Project Site": Space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

E. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---|---|---|
| ADAAG | Americans with Disabilities Act (ADA)<br>Accessibility Guidelines for Buildings and Facilities<br>Available from Access Board<br>www.access-board.gov | <br><br>(800) 872-2253<br>(202) 272-0800 |
| ANSI | Nursery Stock, latest edition, published by the American | |
| Z260.1 | Association of Nurserymen, Inc. (AAN). | |
| CFR | Code of Federal Regulations<br>Available from Government Printing Office<br>http://www.gpoaccess.gov/cfr/index.html | <br>(866)-512-1800<br>(202) 512-1800 |

| | | |
|---|---|---|
| CRD | Handbook for Concrete and Cement<br>Available from Army Corps of Engineers<br>Waterways Experiment Station<br>http://www.erdc.usace.army.mil/ | (601) 634-2505 |
| RIDEM | Rhode Island Department of Environmental Management | |
| DEC | Residential Direct Exposure Criteria according to the most recent *Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases*. | (401) 222-6800 |
| DOD | Department of Defense Specifications and Standards<br>Available from Defense Automated Printing Service | (215) 697-6257 |
| FED-STD | Federal Standard<br>(See FS) | |
| FTMS | Federal Test Method Standard<br>(See FS) | |
| RCRA | Resource Conservation Recovery Act | |
| SPN | "Standardized Plant Names," latest edition, by the American Joint Committee on Horticultural Nomenclature. | |
| UFAS | Uniform Federal Accessibility Standards<br>Available from Access Board<br>www.access-board.gov | <br>(800) 872-2253<br>(202) 272-0800 |

1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---|---|---|
| AA | Aluminum Association, Inc. (The)<br>www.aluminum.org | (703) 358-2960 |
| AAADM | American Association of Automatic Door Manufacturers | (216) 241-7333 |

| | | |
|---|---|---|
| | www.aaadm.com | |
| AABC | Associated Air Balance Council<br>www.aabchq.com | (202) 737-0202 |
| AAMA | American Architectural Manufacturers Association<br>www.aamanet.org | (847) 303-5664 |
| AAN | American Association of Nurserymen<br>(See ANLA) | |
| AASHTO | American Association of State Highway and Transportation Officials<br>www.aashto.org | (202) 624-5800 |
| AATCC | American Association of Textile Chemists and Colorists (The)<br>www.aatcc.org | (919) 549-8141 |
| ABMA | American Bearing Manufacturers Association<br>www.abma-dc.org | (202) 367-1155 |
| ACI | American Concrete Institute/ACI International<br>www.aci-int.org | (248) 848-3700 |
| ACPA | American Concrete Pipe Association<br>www.concrete-pipe.org | (972) 506-7216 |
| AEIC | Association of Edison Illuminating Companies, Inc. (The)<br>www.aeic.org | (205) 257-2530 |
| AFPA | American Forest & Paper Association<br>(See AF&PA) | |
| AF&PA | American Forest & Paper Association<br>www.afandpa.org | (800) 878-8878<br>(202) 463-2700 |
| AGA | American Gas Association<br>www.aga.org | (202) 824-7000 |
| AGC | Associated General Contractors of America (The)<br>www.agc.org | (703) 548-3118 |
| AHA | American Hardboard Association<br>http://domensino.com/AHA/default.htm | (847) 934-8800 |
| AHAM | Association of Home Appliance Manufacturers | (202) 872-5955 |

| | | |
|---|---|---|
| | www.aham.org | |
| AI | Asphalt Institute<br>www.asphaltinstitute.org | (859) 288-4960 |
| AIA | American Institute of Architects (The)<br>www.aia.org | (800) 242-3837<br>(202) 626-7300 |
| AISC | American Institute of Steel Construction<br>www.aisc.org | (312) 670-2400 |
| AISI | American Iron and Steel Institute<br>www.steel.org | (202) 452-7100 |
| AITC | American Institute of Timber Construction<br>www.aitc-glulam.org | (303) 792-9559 |
| ALCA | Associated Landscape Contractors of America<br>www.alca.org | (800) 395-2522 |
| ALSC | American Lumber Standard Committee<br>http://www.alsc.org/ | (301) 972-1700 |
| AMCA | Air Movement and Control Association International, Inc.<br>www.amca.org | (847) 394-0150 |
| ANLA | American Nursery & Landscape Association<br>(Formerly: AAN - American Association of Nurserymen)<br>www.anla.org | (202) 789-2900 |
| ANSI | American National Standards Institute<br>www.ansi.org | (202) 293-8020 |
| AOAC | Association of Official Agricultural Chemists | (800) 379-2622 |
| AOSA | Association of Official Seed Analysts<br>www.aosaseed.com | (607) 256-3313 |
| APA | APA - The Engineered Wood Association<br>www.apawood.org | (253) 565-6600 |
| APA | Architectural Precast Association<br>www.archprecast.org | (941) 454-6989 |
| API | American Petroleum Institute<br>www.api.org | (202) 682-8000 |

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|---|---|---|
| ARI | Air-Conditioning & Refrigeration Institute<br>www.ari.org | (703) 524-8800 |
| ASCA | Architectural Spray Coaters Association | (609) 848-6120 |
| ASCE | American Society of Civil Engineers<br>www.asce.org | (800) 548-2723<br>(703) 295-6300 |
| ASHRAE | American Society of Heating, Refrigerating and Air-Conditioning Engineers<br>www.ashrae.org | (800) 527-4723<br>(404) 636-8400 |
| ASME | ASME International<br>(The American Society of Mechanical Engineers International)<br>www.asme.org | (800) 843-2763<br>(202) 785-3756 |
| ASSE | American Society of Sanitary Engineering<br>www.asse-plumbing.org | (440) 835-3040 |
| ASTM | ASTM International<br>(American Society for Testing and Materials International)<br>www.astm.org | (610) 832-9500 |
| AWCI | AWCI International<br>(Association of the Wall and Ceiling Industries International)<br>www.awci.org | (703) 538-1600 |
| AWCMA | American Window Covering Manufacturers Association<br>(See WCMA) | |
| AWI | Architectural Woodwork Institute<br>www.awinet.org | (571) 323-3636 |
| AWPA | American Wood-Preservers' Association<br>www.awpa.com | (205) 733-4077 |
| AWS | American Welding Society<br>www.aws.org | (800) 443-9353<br>(305) 443-9353 |
| AWWA | American Water Works Association<br>www.awwa.org | (800) 926-7337<br>(303) 794-7711 |
| BHMA | Builders Hardware Manufacturers Association<br>www.buildershardware.com | (212) 297-2122 |

| | | |
|---|---|---|
| BIA | Brick Industry Association (The)<br>www.bia.org | (703) 620-0010 |
| CLFMI | Chain Link Fence Manufacturers Institute<br>www.chainlinkinfo.org | (301) 596-2583 |
| CPPA | Corrugated Polyethylene Pipe Association (A part of the Plastic Pipes Institute)<br>http://plasticpipe.org/drainage/index.html | (469) 499-1044 |
| CRSI | Concrete Reinforcing Steel Institute<br>www.crsi.org | (847) 517-1200 |
| CSI | Construction Specifications Institute (The)<br>www.csinet.org | (800) 689-2900<br>(703) 684-0300 |
| FM | Factory Mutual System<br>(See FMG) | |
| FMG | FM Global<br>(Formerly: FM - Factory Mutual System)<br>www.fmglobal.com | (401) 275-3000 |
| GRI | Geosynthetic Research Institute | (610) 522-8440 |
| NECA | National Electrical Contractors Association<br>www.necanet.org | (301) 657-3110 |
| NEMA | National Electrical Manufacturers Association<br>www.nema.org | (703) 841-3200 |
| NFPA | National Fire Protection Association<br>www.nfpa.org | (800) 344-3555<br>(617) 770-3000 |
| NRMCA | National Ready Mixed Concrete Association<br>www.nrmca.org | (888) 846-7622<br>(301) 587-1400 |
| PCI | Precast/Prestressed Concrete Institute<br>www.pci.org | (312) 786-0300 |
| RAWP | Remedial Action Work Plan | |
| RFCI | Resilient Floor Covering Institute<br>www.rfci.com | (706) 882-3833 |

| | | |
|---|---|---|
| RIS | Redwood Inspection Service<br>http://www.redwoodinspection.com/ | (925) 935-1499 |
| SAE | SAE International<br>www.sae.org | (724) 776-4841 |
| SSPC | SSPC: The Society for Protective Coatings<br>www.sspc.org | (877) 281-7772<br>(412) 281-2331 |
| STI | Steel Tank Institute<br>www.steeltank.com | (847) 438-8265 |
| TIA/EIA | Telecommunications Industry Association/Electronic Industries Alliance<br>www.tiaonline.org | (703) 907-7700 |
| TPI | Truss Plate Institute<br>http://www.tpinst.org/ | (703) 683-1010 |
| TPI | Turfgrass Producers International<br>www.turfgrasssod.org | |
| UL | Underwriters Laboratories Inc.<br>www.ul.com | (877) 854-3577 |
| UNI | Uni-Bell PVC Pipe Association<br>www.uni-bell.org | (972) 243-3902 |
| WCLIB | West Coast Lumber Inspection Bureau<br>www.wclib.org | (503) 639-0651 |
| WWPA | Western Wood Products Association<br>www.wwpa.org | (503) 224-3930 |

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---|---|---|
| BOCA | BOCA International, Inc.<br>http://www.iccsafe.org/help/redirect-bocai.html | (888) 422-7233 |
| CABO | Council of American Building Officials<br>(See ICC) | |

| | | |
|---|---|---|
| IAPMO | International Association of Plumbing and Mechanical Officials (The)<br>www.iapmo.org | (909) 472-4100 |
| ICBO | International Conference of Building Officials<br>http://www.iccsafe.org/ | (888) 422-7233 |
| ICC | International Code Council, Inc.<br>(Formerly: CABO - Council of American Building Officials)<br>http://www.iccsafe.org/ | (888) 422-7233 |
| SBCCI | Southern Building Code Congress International, Inc.<br>http://www.iccsafe.org/ | (888) 422-7233 |

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---|---|---|
| EPA | Environmental Protection Agency<br>www.epa.gov | (202) 272-0167 |
| GSA | General Services Administration<br>www.gsa.gov | (877) 472-3779 |
| HUD | Department of Housing and Urban Development<br>www.hud.gov | (202) 708-1112 |
| NCHRP | National Cooperative Highway Research Program<br>(See TRB) | |
| OSHA | Occupational Safety & Health Administration<br>www.osha.gov | (800) 321-6742 |
| RUS | Rural Utilities Service<br>(See USDA) | (202) 720-9540 |
| TRB | Transportation Research Board<br>www.nas.edu/trb | (202) 334-2934 |
| USDA | Department of Agriculture<br>www.usda.gov | (202) 720-2791 |
| USPS | Postal Service<br>www.usps.com | (202) 268-2000 |

E. State Government Agencies and Universities: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

| | | |
|---|---|---|
| CRMC | Coastal Resources Management Council<br>www.crmc.state.ri.us/ | (401) 783-3370 |
| RIDEM | Rhode Island Department of Environmental Management<br>www.dem.ri.gov/ | (401) 222-6800<br>(401) 222-3070 |
| RIDOT | Rhode Island Department of Transportation<br>www.dot.state.ri.us/ | (401) 222-2481 |
| UMASS | University of Massachusetts<br>UMASS Extension (Amherst)<br>www.umass.edu/ | (413) 545-0111 |
| URI | University of Rhode Island<br>www.uri.edu | (401) 874-1000 |

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

# SECTION 00 15 00 – MOBILIZATION

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes work necessary for the movement of personnel and equipment to and from the Project site.

### 1.2 SUBMITTALS

A. Submit site-specific Health and Safety Plan (HASP) for informational purposes.

### 1.3 QUALITY ASSURANCE

## PART 2 - PRODUCTS (Not used)

## PART 3 - EXECUTION

### 3.1 SAFETY

A. The Contractor shall prepare a site-specific Health and Safety Plan (HASP) in accordance with 29 CFR Part 1910.120: Hazardous Waste Operations and Emergency Response of the Occupational Safety and Health Administration (OSHA). A copy must be maintained on-site at all times and be available for examination by the Owner and Engineer, if requested.

B. The Contractor shall comply with all requirements of the most recent version of OSHA.

C. When any support system is used that requires design by an engineer, copies of the design stamped by a Professional Engineer registered in the State of Rhode Island shall be submitted to the Engineer.

D. The Contractor has full responsibility to comply with all provisions of the State of Rhode Island Public General Statutes concerning Occupational Safety and Health. Any fines levied against the Contractor for violations shall be the Contractor's responsibility.

3.2 PROTECTION

A. The Contractor shall assume full responsibility for the protection of all public or private buildings, structures and utilities in the rights-of-way, gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables, and any other improvements whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from damage of every description and any such damage thereto shall be repaired or otherwise made good by the Contractor, at his expense, in a manner acceptable to the Engineer.

B. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at the Contractor's own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer.

**END OF SECTION**

# SECTION 00 17 00 - EXECUTION REQUIREMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

## PART 2 - PRODUCTS (Not used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Existing Conditions: The existence and location of electrical equipment and wiring and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of improvements and other structures.

B. Existing Utilities: The existence of other utilities and construction indicated as existing are not guaranteed. Field verify.

### 3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer prior to proceeding with the Work.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

B. Comply with manufacturers' written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.5 PROGRESS CLEANING

A. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

B. Maintain Project site free of waste materials and debris.

C. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work and use of the existing properties.

D. Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

F. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

   1. Thoroughly clean surfaces before applying paint or other finishing materials.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

**END OF SECTION**

# SECTION 00 17 70 - CLOSEOUT PROCEDURES

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Final cleaning.

### 1.2 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list and reasons why the Work is not complete.
2. Complete final cleaning requirements.

B. Inspection: When the Work is ready for its intended use, submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer 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 Engineer that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection 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.

### 1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will notify Contractor of construction that must be completed or corrected before final payment will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit three (3) copies 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.

1.5 RECORD DOCUMENTS

A. General: Do not use Record Documents for construction purposes. Protect Record Documents from deterioration and loss. Provide access to Record Documents for Engineer's reference during normal working hours.

B. Prepare and submit Record Documents in accordance with Division 1 Section "Record Documents."

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal, State, and local environmental and antipollution regulations.

B. Cleaning:

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

   a. Clean areas disturbed by construction activities of rubbish, surplus soil, waste material, litter, and other foreign substances.

   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

   d. Remove tools, construction equipment, machinery, and surplus material from Project site.

   e. Remove debris from limited access spaces, including trenches, equipment vaults, manholes, sand filter, bioretention basin, drainage structures, and similar spaces.

   f. Leave Project clean and ready for occupancy.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury stumps, debris or excess materials brought to the site on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

D. If the Contractor fails to clean up, the Owner may do so and the cost thereof will be charged to the Contractor.

**END OF SECTION**

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# SECTION 00 17 81 - RECORD DOCUMENTS

## PART 1 - GENERAL

### 1.1 SUMMARY

A. This Section includes administrative and procedural requirements for Record Documents, including, but not limited to, the following:

1. As-Built Drawings.
2. Record Specifications.
3. Record Product Data.

### 1.2 SUBMITTALS

A. Record Drawings: Comply with the following:

1. As-Built Drawings: Submit three (3) copies and one CD-Rom containing CAD and PDF of As-Builts.

B. Record Specifications: Submit one (1) copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one (1) copy of each Project Data submittal.

1. Where Record Product Data is required as part of Operation and Maintenance Manual, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

## PART 2 - PRODUCTS

### 2.1 AS-BUILT DRAWINGS

A. Immediately following inspection for Certificate of Substantial Completion, prepare and submit As-Built Drawings, as follows:

1. Format: Same CAD program, version, and operating system as the original Contract Drawings.

a. Engineer will furnish, as requested by Contractor, one set of the Contract Drawings in CAD format for use in preparation of As-Built Drawings.

B. Identify and date As-Built Drawings, including the designation "As-Built Drawings" in a prominent location.

1. As-Built Drawings: Organize CD information into separate files that corresponded to applicable sheets of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
2. Identification: As follows:
   a. Project Name.
   b. Date.
   c. Designation: "As-Built Drawings".

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 the manufacturer, supplier, installer, and other information necessary to provide a record of selections made.
   4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
   5. Note related Change Orders, Record Drawings, and Product Data where applicable.

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 and Product Data where applicable.

## 2.4 MISCELLANEOUS RECORD SUBMITTAL

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

# PART 3 - EXECUTION

## 3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal, one (1) during the construction period for Record Document processes. Post changes and modifications to 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 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 Record Documents for Engineer's reference during normal working hours.

**END OF SECTION**

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## SECTION 00 65 19 – WAIVER OF LIEN FORM

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

**END OF SECTION**

# SECTION 00 73 02 – MANAGING FIRE PROTECTION SYSTEM IMPAIRMENT

## PART 1 - GENERAL

### 1.1 IMPLEMENTATION

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

### 1.2 MANAGING FIRE PROTECTION SYSTEM IMPAIRMENT

A. Impairment to fire protection equipment is a situation in which the system is shut off, either in whole or in part. The impairment may be necessary to conduct scheduled maintenance of equipment or to make emergency repairs. Impairment may also be due to new construction. Normal system tests and inspections are not considered impairment.

B. Regardless of the reason, impairment results in the sprinkler system and/or fire alarm system being temporarily out of service. Such a condition may result in severe property loss in the event of a fire. Locations protected by automatic sprinkler systems must have an impairment handling program to control situations when sprinkler systems must be shut down.

C. Whenever a sprinkler system has been impaired all hot work in the area of the impaired system should be prohibited.

D. A periodic fire watch should be established when either the sprinkler system or the fire alarm system is out of service.

E. Fire watch shall be provided by the Contractor as required by the National Fire Protection Association (NFPA) and the Rhode Island Fire Safety Code.

F. The State's property insurance carrier recommends an impairment handling kit. The Red Tag Permit System consists of four key elements:

1. A Red Tag Permit
2. Fire Protectioin Equipment Decals
3. Reusable Impairment Tag for Fire Service Connections
4. Red Tag Permit System Wall Hanger

G. The Fire Protection Equipment Decals are to be affixed to fire protection equipment as a reminder that authorization is needed before any shut down can occur.

H. The Red Tag Permit System Wall Hanger contains pockets to keep other elements of the system organized and within reach; also, the Hanger lists steps to be taken before, during,

and after impairment. The Wall Hanger also lists the contact to be notified of the impairment.

I. There is space on the notification tag for the phone numbers of the Fire Department, Alarm Company, and the local Water Department as well.

J. An engineer and/or client service representative can advise you on how to proceed and follow up until protection has been restored. In addition, this representative may be able to help minimize downtime, if possible, reduce fire exposure to the area, arrange for temporary protection and determine how to restore protection as quickly as possible.

K. For scheduled maintenance of fire alarm systems, vendors must be prescribed in Rhode Island Fire Codes. Notify the building owner 48 hours in advance of pending maintenance.

L. As part of base contract, the Contractor is required to provide a licensed electrician to oversee and perform the required temporary modifications to the fire alarm system during the impairment, including bypass control during the fire sprinkler work. The College will not provide personnel for this purpose.

END OF SECTION

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## SECTION 00 73 36 – PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is available linked to the web site for the State of Rhode Island Department of Administration, Division of Purchases. Contractors working on RI Prevailing Wage projects must adjust employee hourly rates every July 1 in accordance with updated Davis Bacon rates. These rates may be obtained at the following website:

www.wdol.gov/dba.aspx

The Division of Purchases Website Address is:

http://www.purchasing.ri.gov/RIVIP/INfo.asp

The link for the US Government prevailing wage tables is:

http://www.purchasing.ri.gov/bidinfo/geninfo/geninfo.aspx

Applicable Rhode Island labor laws may be found at:

http://www.dlt.ri.gov.pw/

**END OF SECTION**

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## SECTION 00 90 00 – ADDENDA AND MODIFICATIONS

### PART 1 – GENERAL

A. As of the time of publication of this Project Manual, no Addenda has been issued.

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

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

**END OF SECTION**

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# SECTION 26 00 10 – ELECTRICAL - GENERAL PROVISIONS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. The work provided under Division 26 shall be as specified in Division 26 sections listed in the Table of Contents and as indicated on the drawings. In summary and without limiting the generality thereof, the work shall consist of the following:

1. Basic Materials and Methods
2. Minor Demolition
3 Raceways and Wiring
4 Control Wiring and connection to equipment
5. Fire Alarm System control panel and device replacement and system additions
6. Where new Raceway and Wiring are required, they shall be run concealed. Routing shall be reviewed with Rhode Island College prior to install.

B. Electrical Contractor shall provide all temporary electrical as required for construction activities. At no time shall the building be without operating Fire Alarm System.

### 1.3 QUALITY ASSURANCES

A. Only the best of workmanship in accordance with present standards and generally accepted construction practices will be acceptable. Any work installed which the workmanship is judged by the Engineer to be below the present standards or generally accepted construction practices shall be taken out and replaced with properly done work at the Contractor's expense.

### 1.4 PERMITS AND FEES

A. The Contractor shall give all necessary notices, obtain all permits, file all required plans, obtain all necessary approvals of governmental departments and utilities having jurisdiction over the electrical work and obtain all required certificates and inspections. If requested in writing or specified in other Division 26 Sections provide Engineer with copies of notification letters, permits, certificates, and inspection reports. The Contractor shall pay permit fees.

## 1.5 CODES, REGULATIONS AND STANDARDS

A. All materials, equipment, apparatus and work shall be in accordance with the latest edition of the National Electrical Code which has been adopted by the State of Rhode Island, State and Local codes, and the requirements of the local utility companies.

B. All equipment and material provided under Division 26 shall be approved by the Underwriters' Laboratories, Inc. or other national, well known testing laboratory as evidenced by listing or labeling. All equipment items or parts thereof shall bear the manufacturer's nameplate, which shall give all pertinent information for the particular item. Distributor's or contractor's nameplates will not be acceptable.

C. Contract Documents shall govern whenever they are more stringent than Code requirements.

D. Where discrepancies occur between the Specifications and the Drawings, the more stringent rule shall govern. The Contractor shall bring all discrepancies to the Engineer's attention.

## 1.6 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

A. Before submitting prices or beginning work, Contractor must thoroughly examine the site and the Contract Documents.

B. No claim for extra compensation will be recognized if difficulties are encountered which would have been revealed by examination of site conditions and all Contract Documents prior to executing Contract.

C. Where discrepancies occur within Contract Documents, notify Engineer in writing, of discrepancy and request a clarification. Until notified of Engineer's decision, include item or arrangement of better quality, greater quantity or higher cost in Contract price.

D. Notify Engineer, in writing, of all materials and apparatus believed to be omitted, inadequate or unsuitable, or in violation of laws, ordinances, rules or regulations of authorities having jurisdiction. In absence of such written notice, it is mutually agreed that bid price for work performed under each Section has included the cost of any and all items required for acceptable and satisfactory

functioning of the entire system.

## 1.7 SITE CONDITIONS

A. The Drawings shall be taken in a sense as diagrammatic. Locations of equipment are not intended to show every offset and fitting, nor every structural difficulty that may be encountered during the installation of the work. Where necessary and after approval from the Engineer, the alignment of work and equipment shall be varied from that shown on Drawings without extra expense to the Owner.

B. Install work as close as possible to layouts shown on Contract Drawings. Modify work as necessary to :

1. Provide maximum possible headroom and space clearances.
2. Provide ready access to all parts of the work, for inspection, operation, safe maintenance, and repair, and code conformance.
3. Coordinate and arrange work to avoid conflicts with work of other trades. Satisfactory space conditions shall be shown on coordination drawing submittals.
4. Where space appears inadequate, consult Engineer before proceeding with installation.

C. Finished work shall present a near coordinated appearance.

## 1.8 DEFINITIONS

A. The following terms are used in this Division and are defined as follows:

1. "Provide": To furnish and install, ready for safe and regular operation the item, material or service under discussion.
2. "Furnish": To purchase, acquire and deliver to the site, complete with related accessones.
3. "Install": To erect, mount and connect completely, by acceptable methods.
4. "Work": Labor, materials, equipment, apparatus, controls and accessories required for proper and complete installation.
5. "Concealed": Embedded in masonry or other construction; or installed in furred spaces, trenches or crawl spaces; or installed within double partitions or hung ceilings; or in enclosures.
6. "Exposed": Visible to building occupants, excluding mechanical room and utility tunnel locations.

7. "Equal": Of weight, size, design, capacity and efficiency to meet requirements specified and shown, and of acceptable manufacture, as determined in the opinion of the Engineer.
8. "Acceptable": Acceptable, as determined in the opinion of the Engineer.
9. "Contractor": General Contractor.
10. "Named" Product: Manufacturer's name for product, as recorded in published documents of latest issue as of date of Contract Documents. Obtain Engineer's permission before using products of later or earlier model.
11. Wiring" shall mean conduit, fittings, boxes, accessories, conductors (wires) and connections as required for a complete operating system.

B. Standards, specifications and tests of following technical societies, organizations and governmental bodies, as referenced in Contract Documents, are hereby made part of Contract Docum.en ts.

1. IES: Illuminating Engineering Society.
2. NEC: National Electrical Code.
3. ANSI: American National Standards Institute.
4. ASTM:American Society for Testing and Materials.
5. EPA: Environmental Protection Agency.
6. FS: Federal Specification.
7. IEEE: Institute of Electrical and Electronics Engineers.
8. NEMA: National Electrical Manufacturers Association.
9. NFPA: National Fire Protection Association.
10. OSHA: Occupational Safety and Health Administration.
11.:Underwriters Laboratories.
12. CODE: Codes and regulations of the Federal, State and local governments and of utility companies having jurisdiction, as appropriate.

C. Use of a singular or plural reference in these Specifications shall not be construed to limit number of units required. These specifications are intended to define quality and performance characteristics; quantity of units supplied shall be as needed to meet requirements as specified and as shown on Contract Documents.

## 1.9 SUBMITTALS

A. Prepare shop drawings and submittals under the provisions of Division 1.

B. The selection and intention to use a product specified by name shall NOT excuse the need for timely submission of shop drawings for that product.

C. Submission of shop drawings of unnamed manufacturer or shop drawings at variance with the Contract Documents is NOT a proper request for substitution.

D. Samples that are submitted in lieu of shop drawings shall be clearly identified and shall be submitted in duplicate. Only one sample will be returned and the accepted sample shall be kept available at the job site office. The accepted sample retained by the Engineer will be kept available at Engineer's home office.

E. Upon completion of shop drawing review, shop drawings will be returned, marked with one of following notations: Furnish as submitted, Furnish as noted, Rejected. Only products whose shop drawings are marked "Furnish as submitted" or "Furnish as noted" shall be used on the project.

F. Submittals shall clearly indicate the following information:

1. Specification Section and Paragraph under which equipment is specified. (Failure to comply will resu lt in submittal rejection.)
2. Equipment or fixture identification corresponding to that used in Contract Documents. (Failure to comply will result in submittal rejection.)
3. Descriptive data necessary to verify compliance with Contract Documents. (Failure to comply will result in submittal rejection.)
4. Manufacturer's specifications including materials of construction, metal gauge, thickness and finish.
5. Certified dimensional drawings including clearances required for maintenance or access.
6. Performance data, ratings, operating characteristics and operating limits.
7. Electrical ratings and characteristics.
8. Wiring and control diagrams, where applicable.
9. Certifications requested, including UL label or listing.

G. In addition, submittals shall include the following:

1. Accessories and special/ non-standard features and materials which are being furnished.
2. List of accessories which are required for a proper installation but are NOT being provided by the product manufacturer or are NOT being furnished under this Section. In the latter case, identify the Section(s) under which the accessories are being furnished.

1.10 PRODUCT SELECTION

A. Contractor's options for selecting products are limited by Contract Document requirements and governing regulations and are NOT controlled by industry traditions or procedures experienced by Contractor on previous construction projects. Required procedures include, but are NOT necessarily limited to, following various methods of specifying:

1. "Or Equal": Where named products are accompanied by the term "or equal" or words of similar effect, provide one of named products or propose substitute product according to Division 1.
2. Standards, Codes and Regulations: Where specification requires only compliance with a standard, code or regulation, Contractor may select any product which complies with requirements of that standard, code or regulation.
3. Performance Requirements: Provide products which comply with specific performances indicated and which are recommended by manufacturer (in published product literature or by individual certification) for application intended. Overall performance of product is implied where product is specified with only certain specific performance requirements.

B. Inclusion by name, of more than one manufacturer or fabricator, does NOT necessarily imply acceptability of standard products of those named. All manufacturers named or proposed, shall conform with modifications as necessary, to criteria established by Contract Documents for performance, efficiency, materials and special accessories.

## 1.11 SUBSTITUTIONS

A. Refer to Division 1.

## 1.12 SAMPLES

A. Submit samples as requested by Engineer/Owner.

## 1.13 OPERATING AND MAINTENANCE MANUALS

A. Refer to Division 1.

## 1.14 GUARANTEE

A. Refer to Division 1.

## 1.15 RECORD DRAWINGS

A. Contractor shall maintain and keep on the job at all times, one complete and separate set of redline prints of the electrical work. As work progresses, all changes and revisions and additions to the electrical work shall be recorded clearly, neatly, accurately and promptly.

B. Contractor shall indicate daily progress on these prints by coloring in the various lines, fixtures, apparatus and associated appurtenances as they are erected.

C. Approval of requisition for payment of work installed will NOT be given unless supported by the record prints as required above.

D. At the conclusion of work, Contractor will deliver all record drawings to Owner as required by GENERAL CONDITIONS and SUPPLEMENTAL GENERAL CONDITIONS.

## 1.16 PROJECT CONTROL

A. The Contractor shall ensure no debris from demolition or construction remains at the close of each workday and that work areas adjacent to the work area are maintained in a safe and useable condition.

1.17 GUARANTEE AND WARRANTY

A. All materials, equipment and labor provided under Division 16 shall be guaranteed against defects for a period of one year or as specified in Division 1. Any defects that appear during the guarantee period shall be corrected at no cost to the Owner. The Electrical Contractor shall provide free maintenance and emergency service, including labor and materials, during the guarantee period.

B. Any item provided under Division 16 that requires excessive servicing during the guarantee period will be considered defective and shall be replaced at no cost to the Owner.

C. A letter of guarantee, along with any extended equipment warranty, shall be delivered to the Owner before final payment is made.

PART 2 – PRODUCTS

2.1 Products provided under Division 16 shall be specified in the following Sections of Division 16 and as indicated on the Drawings.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Installation requirements for the work provided under Division 26 shall be as specified in the following Sections of Division 16 and as indicated on the Drawings.

B. All connections shall be made with an approved type of solderless connector, shall be protected from mechanical injury and shall be rigidly supported. All contact surfaces shall be thoroughly cleaned and bright before connection is made so as to insure a good metal-to-metal contact. All ground connections shall be accessible for inspection at all times.

C. All other installation of electrical equipment shall be in accordance with that prescribed in the individual sections of Division 26 and the National Electrical Code.

3.2 FIELD QUALITY CONTROL

A. Upon completion of all work and tests, the Contractor shall instruct the Owner fully, or his representative, in the operation and adjustment, and maintenance of all electrical equipment provided under Division 26. The procedures of any instructions pertaining to the operation and/or programming of equipment shall be video-taped and two copies turned over to the Owner.

B. The Contractor shall obtain services of manufacturer's representatives of major equipment during the erection or construction of their respective equipment to insure proper installation of same. Failure to have such checks made by manufacturers shall place full responsibility for proper installation on Contractor, who shall make any corrections or remedy all defects at no additional cost to Owner. If required by the Engineer, a letter shall be provided from each manufacturer certifying that manufacturer's requirements are met.

C. Each Contractor shall test and adjust the systems and equipment for which he is responsible during the progress of the work, as required by the Engineer, and shall thoroughly test the same under working conditions at the completion of the work.

D. The Contractor shall coordinate all activities related to the electrical work.

## 3.3 LABELING

A. Labeling shall be specified in Division 26 and the National Electrical Code.

## 3.4 UNINSPECTED WORK

A. Uninspected work shall not be covered up or enclosed until it has been inspected, tested and approved by the Owner's representative and by the authorities with the appropriate jurisdiction.

B. Should any work be covered or enclosed before it has been completely inspected, tested and approvied by the Contractor, shall uncover such work as requested. After the work has been completely inspected, tested and approved, the Contractor shall provide all materials and labor necessary and make all repairs necessary to restore the work to its original and proper condition at no additional cost to the Owner.

**END OF SECTION**

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# SECTION 26 00 60 -- ELECTRICAL DEMOLITION

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Documents and general provisions of the Contract, including General Conditions, Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

### 1.2 WORK INCLUDED

A. It is the design intent to remove fire alarm equipment and wiring after new system is in operation.

B. Electrical Demolition: Remove and replace all existing fire alarm equipment and wiring, as indicated on the Drawings. Existing wiring will be revised.

C. Provide new ceiling tiles where device is removed, as well as any damaged tiles. Ceiling tiles to match existing.

### 1.3 RELATED WORK

A. Applicable requirements of other sections of Division 26 shall apply to this Section.

## PART 2 - PRODUCTS

### 2.1 MATERIALS AND EQUIPMENT

A. Provide materials and equipment necessary for the performance of the work as required, indicated or specified.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Verify that field items are as shown on Drawings.

B. Verify that feeders and branch circuits designated to be removed serve only equipment which will also be removed.

C. Beginning of demolition means contractor accepts existing conditions.

3.2 PREPARATION

A. Notify and coordinate electrical power shutdown with Owner, Engineer, General Contractor, and other trades. If work occurs while building is occupied, then power outages shall be limited to short time spans and confined to small areas and coordinated with occupants. All outages of electric service shall be approved by Owner and Engineer.

B. Protect and safeguard all electrical equipment to remain.

C. Tag out and "make safe" all electrical systems to be removed.

D. Disconnect electrical systems in all areas where equipment is scheduled for removal.

3.3 DEMOLITION OF EXISTING ELECTRICAL WORK

A. Demolish existing electrical work under provisions of this Section.

B. Remove or relocate all existing installations to accommodate new construction.

C. For circuits removed, disconnect and remove wiring to last active device.

D. Remove exposed conduit including conduit above accessible ceiling finishes. Cut conduit flush with walls and floors, and patch surfaces.

E. Disconnect all outlets and remove devices. Remove all outlets if conduit servicing them is abandoned and removed. Provide blank cover for abandoned outlets which are not removed.

F. Disconnect and remove service entrance equipment, panelboards and distribution equipment.

G. Disconnect and remove all electrical devices, and equipment.

H. Relocate and if necessary extend existing circuits as required to support all existing-to-remain electrical devices and/or equipment.

3.4 CLEANING AND REPAIR

A. Clean and repair existing materials and equipment which remain or are to be reused.

**END OF SECTION**

# SECTION 26 01 00 – ELECTRICAL BASIC MATERIALS AND METHODS

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

A. The work covered by this Section of the Specifications includes the furnishing of all plant, labor, equipment, appliances and materials, and in performing all operations in connection with providing and installing the electrical work, complete, in strict accordance with this Section of the Specifications and the applicable drawings and subject to the terms and conditions of the Contract.

### 1.3 RELATED WORK

A. Applicable requirements of other Sections of Division 26 shall apply to this Section.

### 1.4 SUBMITTALS

A. Submit under provisions of Division 01.

B. Shop Drawings: Submit on equipment specially manufactured or modified for this project.

C. Submit product data for:

1. Raceways, fittings, and boxes.
2. Wire and cable.
3. Splicing materials.
4. Grounding equipment.

### 1.5 PROJECT RECORD DOCUMENTS

A. Submit record documents under provisions in Division 01.

B. Accurately record actual locations of equipment.

PART 2 - PRODUCTS

2.1 RACEWAY SYSTEMS

A. Conductors shall be installed in raceways as specified. Raceways shall be sized as indicated in accordance with the National Electrical Code requirements and shall bear the label of the Underwriters Laboratories, Incorporated. Raceways shall include rigid steel-threaded conduit, rigid non-metallic conduit, liquid-tight metallic flexible conduit and wireways.

B. Rigid threaded steel conduit shall be hot dip galvanized as manufactured by the Wheatland Tube Co., Republic Steel, Allied Tube or an approved equal. Rigid steel conduits shall conform to Federal Specification WW-C-581d. Minimum size shall be 3/4-inch.

C. Electrical Metallic Tubing (EMT) shall be manufactured by the Wheatland Tube Co., Republic Steel, Allied Tube or approved equal, conforming to Federal Specification WW-C-563.

D. Non-metallic conduits shall be heavy wall rigid polyvinyl chloride Schedule 40 PVC pipe, Type II for direct burial and shall be laid in trench as indicated. The conduit shall conform to UL Standard 651, NEMA TC2-1978 and Federal Specification WC-1094 A and shall be Carlon Plus 40 or approved equal.

E. Liquid-tight flexible metallic conduit shall be UL Listed Type LA "Liquidtite" manufactured by Electri-flex Company, American Flexible Conduit (AFC), Anamet Electric, Inc., or approved equal.

2.2 BOXES

A. Outlet boxes for exposed exterior process area non-hazardous locations shall be FS type cast-metal with threaded hubs and lugs, as manufactured by Crouse-Hinds, Appleton or approved equal.

B. Boxes for hazardous locations shall be explosionproof, constructed of iron alloy and be approved for the hazardous location to be installed.

C. Pull boxes shall be sufficiently rigid to withstand moderate twisting strains. Steel boxes of 100 cubic inches or less shall be No. 14 USS gage; between 101 and 8500 cubic inches shall be No. 12 USS gage; larger boxes shall be No. 10 USS gage and shall be manufactured by McKinstry, Hoffman, Barber or approved equal.

D. Boxes shall be of adequate size to accommodate the installation of conductors without excessive bending of the conductor which would damage the insulation. Maximum number of conductors in a box shall comply with NEC 314-16.

E. Steel boxes other than wiring device outlet boxes for exterior non-hazardous locations, unless otherwise specified herein or shown on the drawings, shall have NEMA 4X

construction with a shop-applied finish of enamel in interior location, construction either metallic or non-metallic all pump station locations.

F. Boxes shall be furnished with a grounding terminal having a slotted Hexagonal head washer face ground screw with green finish for ground termination.

2.3 FITTINGS

A. Rigid steel conduit fittings shall be of the malleable iron, threaded type.

B. EMT fittings shall be set screw steel insulator type. Die cast fittings shall not be acceptable. Split-threaded connectors will not be acceptable. EMT fittings shall be as manufactured by Arlington, Bridgeport, Thomas & Betts (T&B) or approved equal.

C. Die cast fittings, thread-less connectors and split-threaded connectors shall not be acceptable. .

D. Fittings shall be as manufactured by Crouse-Hinds, Killark, Appleton Companies or an approved equal.

E. Liquid-tight flexible metallic conduit fittings shall be insulated throat, as manufactured by Crouse-hinds, OZ Gedney, T&B or Appleton. Die cast fittings shall not be installed.

F. All supports, clamps and anchors shall be malleable iron or stainless steel.

2.4 WIRE AND CABLE

A. Wire and cable of the sizes, wire numbers and types, sized in accordance with the National Electrical Code, shall be provided by the Contractor.

B. All wire and cable work shall be in strict accordance with the requirements of the National Electrical Code and its latest revisions, both with respect to material and workmanship, except where insulation thickness and covering are required by these Specifications in excess of Code requirements.

C. Wire shall be copper, type "THWN/THHN" with insulation thickness for 600 volts in accordance with the National Electrical Code with dual rating of 75°C/90°F, for dry and wet locations. Wire sizes No. 6 AWG or larger, shall be copper, type "XHHW" with insulation thickness for 600 volts with dual rating of 75°C/90°F for dry and wet locations. Insulation shall be cross-linked polyethylene (XLP) rated for 600 volts.

D. Wire and cables shall be single conductor except where otherwise specified or indicated on the Drawings. Conductors of sizes No. 6 AWG and larger shall be stranded. Wires of sizes smaller than No. 8 AWG shall be solid.

E. Conductors shall be soft-drawn copper and have a conductivity of not less than 98 percent of ASTM standards for annealed copper.

F. Wires and cables shall be as manufactured by the American Insulated Wire Corp. or an approved equal.

G. Cable lubricant shall be used where necessary when pulling wire or cable and shall be U.L. listed. Cable lubricant shall be as manufactured by Ideal Products, American Polywater or an approved equal.

2.5 GUTTER WIRING

A. Gutter wiring in lighting cabinets, switches and such other equipment shall be neatly formed and tied with cable ties and straps. The ties and straps shall be Burndy, Thomas & Betts Company, or an approved equal.

2.6 COLOR CODING

A. Wires and cables shall be factory color-coded with a separate color for each phase and neutral used consistently throughout the power and lighting systems. The neutral (grounded) wire of branch circuits shall have a white covering and connections to single pole switches shall be so made that the operation of the switch opens the ungrounded conductor. Color-coding shall be as follows:

<u>120/208 Volts, 3 Phase, 4 Wire</u>
Phase A – Black
Phase B – Red
Phase C – Blue
Neutral – White
Grounding – Green

B. Sizes AWG #8 and larger may be taped for color coding, providing all exposed cables outside of raceways be completely color taped or printed in accordance with IPCEA S-19-81 Method 3.

2.7 SPLICES AND TAPS

A. Make splices in branch circuit wiring with UL-listed, solderless, connectors rated 600 Volts, sizes and types required by manufacturer's specifications with temperature ratings equal to those of wires. Splice connectors shall be screw-on type. Insulate splices with integral covers or with plastic or rubber friction tape to preserve characteristics of wire and cable insulation. Joints between wires shall be made with Sta-Kon, Buchanan, Scotchloc Type "R" or an approved equal, spring type connectors.

B. Splices, taps and terminations in wires No. 6 and larger shall be made with Compression type "Color Keyed" as manufactured by Burndy, Sta-Kon, Thomas and Betts Company or an approved equal, solderless pressure connectors designed for the purpose.

C. Splices and taps shall be covered with heat shrinkable tubing. The tubing shall be rated and UL listed to 600 volts, 90°C. The tubing shall be precoated with thermoplastic adhesive-

sealant able to adhere to all common wire insulating materials including XLPE, PVC, neoprene, hypalon and EPR, lead, aluminum and steel. The tubing shall be manufactured by Raychem Type WCSM or approved equal.

2.8 NAMEPLATES AND INDEXING

A. Equipment not normally supplied with directory frames as indicated, whether supplied under this section or other sections of these specifications, and at the request of the Engineer shall be provided with dark engraved bakelite nameplates with engraving through to white core. Nameplate markings shall be approved by the Owner. Only a part of the required nameplates are indicated. Nameplates on boxes shall supplement painting specified hereinafter.

B. Engraved bakelite nameplates with engraving through to a white core shall be provided. Nameplates shall be provided on the following equipment, as well as electrical equipment.

1. Panelboards.
2. Disconnect switches.
3. Motor Controls and Components
4. Boxes larger than 12"X12".
5. Control Panels.

C. Nameplates shall be secured with a minimum of two stainless screws.

D. Nameplates for equipment 120 volts and above shall indicate voltage and phase.

2.9 GROUNDING AND BONDING EQUIPMENT

A. Ground rods shall be copper clad steel with diameter adequate to permit driving to full length of the rod, but not less than 3/4 inch in diameter and 10 feet long unless otherwise indicated. Ground rods shall conform to UL 467, and shall be manufactured by Blackburn, Erico or approved equal.

B. Ground wire shall be sized as indicated.

C. Grounding conductors shall be stranded-bare copper conforming to ASTM B 8, Class B, for sizes No. 6 AWG and larger, and shall be solid-bare copper conforming to ASTM B 1 for sizes No. 8 and smaller. Cable sheaths, cable shields, conduit, and equipment shall be grounded with No. 6 AWG.

D. Clamp style ground connectors shall be as required by the design. Bolts, nuts, and washers and other components of the connectors shall assure a permanent corrosion-resistant assembly. Connectors shall be as manufactured by Harger Lightning & Grounding, Thomas & Betts Corp., Erico Products Company, or an approved equal.

E. Exothermic weld type ground connections shall be Ultraweld as manufactured by Harger Lightning & Grounding, Cadweld, as manufactured by Erico, or approved equal.

2.10 MC CABLE

A. Conductors are made from Class B copper – sizes 18-12awg.

B. Twisted Shielded Pairs have Tinned CU.

C. The conductors are constructed with THHN/THWN or XHHW02 insulation on sizes 14 and 12awg and TFN on sizes 18 and 16awg. Conductors are rated for 90 degree Celsius dry at 600 volts maximum for type MC Cable and 105 degree Celcius dry for FPL Cable.

D. A copper grounding conductor with green THHN/TFN insulation is cabled with the phase conductors. When an optional film/foil Aluminum laminate shielding tape is present, a tinned copper drain wire/grounding conductor will be utilized.

E. In circuit applications, the grounding conductor size is based on the rating of the over-current device.

F. A RED interlocked aluminum armor is helically formed around the conductor assembly.

G. Use shall be approved by Fire Marshall.

PART 3 - EXECUTION

3.1 GENERAL

A. Installation shall be in accordance with U.L., National Electrical Code (N.E.C.) and specified herein.

3.2 CONDUIT INSTALLATION

A. Route conduit parallel and perpendicular to walls and adjacent piping and do not obstruct headrooms, walkways or hatchways.

B. Maintain minimum 6-inch clearance between conduit and piping. Maintain 12-inch clearance between conduit and heat sources such as flues, steam pipes, and heating appliances.

C. Conduit bends shall be made with standard conduit bending tools. Conduit deformed or flattened during bending shall be removed and replace.

D. Conduits cut in the field shall be coated with galvanized hot stick or galvanized spray approved for the purpose.

E. Supports shall be provided every 5 feet for conduits wherever possible, and within 3 feet of outlets, boxes or fittings, the points of support to be determined in the field. The supports shall consist of approved types of clamps or straps secured by screws, bolts on wood or steel framework and decking, or expansion bolts in concrete, and brickwork. In no instance shall supporting bolts or screws protrude to the outside of building walls or roof.

F. The complete raceway system shall become metallically continuous throughout its entire length and the entire system shall be electrically continuous and shall be thoroughly grounded in accordance with the N.E.C.

G. Vapor seals and sealing fittings shall be installed at locations required by the National Electrical Code.

H. Conduit penetrations from outside walls to interior spaces shall be sealed in an approved conduit sealing system.

3.3 CONDUIT INSTALLATION SCHEDULE

A. Rigid Steel Conduit exposed exterior or interior locations, where subjected to physical damage or wet/damp locations.

B. Rigid Nonmetallic Conduit concealed under concrete slabs. Provide rigid steel conduit sweeps where penetrating the slab.

C. Electrical Metallic Tubing: All other dry locations, above suspended ceilings.

D. Liquid-tight flexible conduit to motors and devices in damp or wet locations; and shall not exceed 18 inches. Grounding shall be metallically continuous in accordance with the requirements of the National Electric Code.

E. Flexible conduit to motors, equipment and devices in hazardous locations shall be approved for the location.

F. Minimum size conduit and flexible metallic raceway shall be ¾ inch.

## 3.4 WIRE AND CABLE INSTALLATION

A. Install in accordance with NEC, in raceway systems.

B. Lubricants for assisting in the pulling of jacketed cables shall be those specifically recommended by the cable manufacturer. Cable lubricants shall be soapstone, graphite, or talc for rubber or plastic jacketed cables. The lubricant shall not be deleterious to the cable sheath, jacket, or outer coverings.

C. Cable pulling tension shall not exceed the maximum pulling tension recommended by the cable manufacturer.

D. Provide an insulated copper equipment-grounding conductor with every branch circuit and feeder sized in accordance with the National Electric Code Conductors No. 6 AWG and larger may be bare copper conductor.

E. Wires and cables shall be carefully handled during storage and installation to avoid mechanical injury to the conductor, insulation or covering. Use non-metallic pulling ropes or cords. Attach pulling lines to wires with woven basket grips or pulling eyes. Pull all wires together in single conduits.

F. Use solderless pressure connectors with insulating covers for copper wire splices and taps, 8 AWG and smaller. For 10 AWG and smaller, use insulated spring wire connectors with plastic caps. Compression-type connectors for copper wire splices and taps, 6 AWG and larger.

G. Thoroughly clean wires before installing lugs and connectors.

H. Make splices, taps and terminations to carry full ampacity of conductors without perceptible temperature rise.

I. Tape uninsulated conductors and connectors with electrical tape to 150 percent of the insulation value of conductor. Heat shrinkage tubing, approved for the purpose, may be used in lieu of tape splices.

J. Terminate spare conductors with electrical tape or heat shrinkable tubing.

K. For panelboards, cabinets, wireway, switches and equipment assemblies neatly form, train, and tie the cables in individual circuits.

3.5 BOXES AND ENCLOSURE INSTALLATION

A. Provide electrical boxes as required for splices, taps, wire pulling, equipment connections, and code compliance.

B. Boxes shall be secured to conduit by means of conduit hubs if coded hubs are not provided on this box.

C. Verify location of boxes and outlets in offices and work areas prior to rough-in. Locate and install boxes above accessible ceiling or in unfinished areas. Where installation is inaccessible, call it to the attention of the Owner before relocating the box location.

D. Support boxes independently of conduit except for cast boxes that are connected to two rigid metal conduits, both supported within 12 inches of boxes.

3.6 EQUIPMENT WIRING

A. Verify that equipment is ready for electrical connection, wiring, and energization.

B. Review equipment submittals prior to installation and electrical rough-in. Verify location, size, and type of connections. Coordinate details of equipment connections with supplier and installer.

C. Grounding shall be metallically continuous in accordance with the requirements of the National Electric Code.

D. Make wiring connections in accordance with manufacturer's instructions. All connections shall be tightened to the manufacturer's recommended torque settings utilizing a torque wrench.

3.7 GROUNDING

A. Ground to the electrical service ground at the service entrance equipment and verify building steel, water piping and supplementary grounding electrode are bonded.

B. Metallic conduit, supports, transformers, breakers, cabinets and equipment shall be grounded in accordance with the latest issue of the National Electrical Code and as indicated.

C. Provide a separate, insulated equipment grounding conductor in feeder and branch circuits. Terminate each end on a grounding lug, bus, or bushing.

D. All exterior electrically operated equipment shall be bonded together including but not limited to ventilation units, pumps, generator, control panels, site lighting poles, etc.

E. The grounding system shall be tested for a resistance not greater than 25 ohms and shall be measured prior to placing equipment in operation. If resistance is greater than 25 ohms the

grounding system shall be augmented by additional grounding electrode in accordance with N.E.C.

3.8 SUPPORT AND ANCHORS

A. Review equipment submittals prior to installation of equipment. Exercise judgment when supporting equipment. If support methods are questionable or not available, call it to the attention of the Owner prior to installation.

B. Fasten hanger rods, conduit clamps, and outlet and junction boxes to building structure using expansion anchors, beam clamps, galvanized steel clips. All areas shall be considered as moist, humid atmosphere and materials shall be provided for this condition.

C. Use toggle bolts or hollow wall fasteners in hollow masonry, plaster, or gypsum board partitions and walls; expansion anchors or preset inserts in solid masonry and concrete structures; self-drilling anchors or expansion anchor on concrete surfaces; sheet metal screws in sheetmetal studs; and wood screws in wood construction.

D. Do not fasten supports to piping, ductwork, mechanical equipment, or conduit.

E. Do not use powder-actuated anchors without prior approval from the Owner.

F. Do not drill structural steel members without prior approval from the Owner.

G. Installation/construction of metal framing system shall be in accordance with manufacturer's instruction and recommendations. Provide all necessary fitting and anchors for a complete support system.

3.9 ACCEPTANCE TESTS

A. Upon completion of electrical equipment installation and prior to energization, perform acceptance tests on all equipment in accordance with NETA Std. ATS, 1995.

B. Submit test results for review.

C. In addition to acceptance tests, measure and record load (amps) indicated on panel schedules and correct circuit data indicated on the schedule where possible. As a minimum, circuit data shall indicate active circuits and spare circuits and panel space.

**END OF SECTION**

# SECTION 26 31 00 -- FIRE ALARM SYSTEM

## PART 1 GENERAL

### 1.1 SECTION INCLUDES

A. Fire Alarm System.

### 1.2 REFERENCES

A. National Fire Protection Association (NFPA)

1. NFPA 70 – National Electrical Code (NEC).
2. NFPA 72 – National Fire Alarm Code.
3. NFPA 101 – Life Safety Code.

B. Underwriters Laboratories (UL)

1. UL 268 – Standard for Smoke Detectors for Fire Alarm Signaling Systems.
2. UL 864 9th Edition – Standard for Control Units and Accessories for Fire Alarm Systems.

### 1.3 SYSTEM DESCRIPTION

A. A new intelligent reporting, microprocessor-controlled fire detection and notification system shall be installed in accordance with the specifications and as indicated on the Drawings. New system shall be compatible with existing wiring.

B. Each Signaling Line Circuit (SLC) and Notification Appliance Circuit (NAC): Limited to only 80 percent of its total capacity during initial installation.

C. Control Panel shall be expandable from 2 to 128 SLC loops as necessary to accommodate future expansion. Retrofit panel shall be utilized.

D. Basic Performance

1. Signaling Line Circuits (SLC) Serving Addressable Devices: Wired Class A.
2. Initiation Device Circuits (IDC) Serving Non-addressable Devices Connected to Addressable Monitor Modules: Wired Class A.
3. Notification Appliance Circuits (NAC) Serving Strobes and Horns: Wired Class A.
4. Class A Configurations: Single ground fault or open circuit on Signaling Line Circuit shall not cause system malfunction, loss of operating power, or ability to report alarm.

5. Alarm Signals Arriving at Control Panel: Not lost following primary power failure until alarm signal is processed and recorded.
6. Signaling Line Circuits (SLC):
   a. SLC modules shall operate in peer-to-peer fashion with all SLC modules in the Control Panel.
7. NAC Circuits: Arranged such that there is a minimum of 1 audible device per fire alarm zone.
8. Notification Appliance Circuits (NAC), and Control Equipment: Arranged such that loss of any 1 NAC circuit will not cause loss of any other NAC circuit in system.
9. NAC Circuits:
   a. Electrically supervised for open and short circuit conditions.
   b. If short circuit exists on NAC circuit, it shall not be possible to activate that circuit.

E. Basic System Functional Operation: When fire alarm condition is detected and reported by 1 of the system alarm initiating devices, the following functions shall immediately occur:
1. System Alarm LEDs: Flash.
2. Local Piezo-Electric Signal in Control Panel: Sound at a pulse rate.
3. 80-Character LCD Display: Indicate all information associated with fire alarm condition, including type of alarm point and its location within protected premises.
4. Historical Log: Record information associated with fire alarm control panel condition, along with time and date of occurrence.
5. System output programs assigned via control-by-event equations to be activated by particular point in alarm shall be executed, and the associated system outputs (alarm notification appliances and/or relays) shall be activated.
6. Strobes flash synchronized continuously.
7. Audible devices sound continuous Temporal pattern until system is reset.

F. Fire Alarm System Functionality
1. Provide complete, electrically supervised distributed, Class A networked analog/addressable fire alarm and control system, with analog initiating devices.
2. Fire Alarm System:
   a. Incorporate E3 Series multiprocessor-based control panel one and 80 character LCD annunciator.

3. Incorporate 2 Signaling Line Circuits (SLC), with capacity to support up to 159 analog addressable detectors and 159 addressable modules per SLC or support in Apollo mode up to 126 detectors and modules per ILI95-MB-E3 SLC.
4. Control Panel shall incorporate Boolean control-by-event programming, including as a minimum AND, OR, NOT, and Timer functions.
5. Control Panel shall have the capability to accept firmware upgrades via connection with laptop computer, without requirement of replacing microchips.
6. Control Panel shall have the capability of having an integral DACT (digital alarm communicator transmitter) that can report to single central station monitoring account.
7. Control Panel shall have the capability of storing its entire program, and allow installer to activate only devices that are installed during construction, without further downloading of system.
8. Password Protection: Each system shall be provided with 4 levels of password protection with up to 16 passwords.

## 1.5 SUBMITTALS

A. Comply with Section 01 33 00 – Submittal Procedures.

B. Include sufficient information, clearly presented, to determine compliance with the specifications and the Drawings.

C. Equipment Submittals

1. Cover Page: Indicate the following:
   a. Project name and address.
   b. Engineered systems distributor's name and other contact information.
   c. Installing contractor's name and other contact information.
   d. Date of equipment submittals. Indicate on revised submittals the original submittal date and revised submittal date.
2. Table of Contents: Lists each section of equipment submittal.
3. Scope of Work Narrative: Detail indented scope of work.
4. Sequence of Operations: Use matrix or written text format, detailing activation of each type of device and associated resulting activation of the following:
   a. Control panel.
   b. Annunciator panels.
   c. Notification appliances.
5. Bill of Material: Indicate for each component of system the following:

a. Quantity.

b. Model number.

c. Description.

6. SLC Circuit Schedule: Detail address and associated description of each addressable device. Clearly provide information that indicates number of both active and spare addresses.

7. Battery Calculations: Show load of each of, and total of, components of system along with standby and alarm times that calculations are based on. Show calculated spare capacity and size of intended battery.

D. Shop Drawings

1. Cover Page: Indicate the following:

a. Project name and address.

b. Engineered systems distributor's name and other contact information.

c. Installing contractor's name and other contact information.

d. Date of equipment submittals. Indicate on revised submittals the original submittal date and revised submittal date.

2. Floor Plans:

a. Provide separate floor plan for each floor.

b. Prepare using AutoCAD.

c.. Prepare to scale 1/8 inch = 1'-0", unless otherwise required by the Architect or Engineer.

d. Show overall system online?

e. Show wiring information in point-to-point format.

3. Title Block: Provide on each sheet and include, at a minimum, the following:

a. Project name.

b. Project address.

c. Sheet name.

d. Sheet number.

e. Scale of drawing.

f. Date of drawing.

g. Revision dates, if applicable.

4. Control Panel: Provide sheet that details exterior and interior views of control panel and clearly shows associated wiring information.

E. Certification: Submit with equipment submittals and shop drawings, letter of certification from major equipment manufacturer, indicating proposed engineered system distributor is an authorized representative of major equipment manufacturer.

F. Project Record Drawings:

1. Submit complete project record drawings within 14 calendar days after acceptance test.
2. Project record drawings shall be similar to shop drawings, but revised to reflect changes made during construction.

G. Operation and Maintenance Manuals:

1. Submit complete operation and maintenance manuals within 14 calendar days after acceptance test.
2. Operation and maintenance manuals shall be similar to equipment submittals, but revised to reflect changes made during construction.
3. Include factory's standard installation and operating instructions.

## 1.6 QUALITY ASSURANCE

A. Codes and Standards:

1. NFPA: System shall comply with the following NFPA codes and standards.
2. ADA: System shall conform to American with Disabilities Act (ADA).

B. To ensure reliability and complete compatibility, all items of fire alarm system, including control panels, power supplies, initiating devices, and notification appliances, shall be listed by Underwriters Laboratories Inc. (UL) and shall bear "UL" label.

C. Fire Alarm Control Panel Equipment: UL-listed under UL 864 Ninth Edition.

D. Equipment, Programming, and Installation Supervision:

1. Provide services of approved Engineered systems distributor of Gamewell-FCI for equipment, programming, and installation supervision.
2. Provide proof of factory training within 14 calendar days of award of the Contract.

E. Software Modifications:

1. Provide services of Gamewell-FCI factory-trained and authorized technician to perform system software modifications, upgrades, or changes.
2. Provide use of all hardware, software, programming tools, and documentation necessary to modify fire alarm system software on-site.
3. Modification includes addition and deletion of devices, circuits, zones, and changes to system operation and custom label changes for devices or zones.
4. System structure and software shall place no limit on type or extent of software modifications on-site.
5. Modification of software shall not require power-down of system or loss of system fire protection while modifications are being made.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Storage: Store materials in clean, dry area indoors in accordance with manufacturer's instructions.

C. Handling: Protect materials from damage during handling and installation.

## 1.8 WARRANTY

A. Warranty Period for System Equipment: 2 year from date of final acceptance.

# PART 2 PRODUCTS

## 2.1 MANUFACTURER

A. Gamewell-FCI, Honeywell Fire Systems, 12 Clintonville Road, Northford, Connecticut 06472. Phone (203) 484-7161. Fax (203) 484-7118. Website: www.gamewell-fci.com.

B. References to manufacturer's model numbers and other information is intended to establish minimum standards of performance, function, and quality. Equivalent equipment from Gamewell may be substituted for the specific equipment, as long as minimum standards are met. No other manufacturers, other than Gamewell-FCI, FCI and Gamewell will be considered for use on this project.

C. Substitute equipment proposed as equal to equipment specified shall meet or exceed requirements of this section. For equipment other than Gamewell-FCI E3 Series Expandable Emergency Evacuation Fire Alarm System, provide proof that such

substitute equipment equals or exceeds features, functions, performance, and quality of specification with each copy of the submittals that has had each paragraph marked as either compliant or non-compliant along with a letter from engineering manager or product manager at factory that certifies information presented as either compliant or non-compliant. In order to ensure that the Owner is provided with a system that incorporates required survivability features, this letter shall also specifically certify that the system is capable of complying with the test requirements of this section.

## 2.2 FIRE ALARM SYSTEM

A. Fire Alarm System: Gamewell-FCI E3 Series Expandable Emergency Evacuation Fire Alarm System. This is required to match existing system.

## 2.3 CONTROL PANEL HARDWARE

A. Intelligent Control Panel: Supply user interface, including LCD or touch-screen 1/4 VGA display Intelligent Loop Interface Modules (ILI-MB-E3), manual switching, Control Panel shall consist of the following units and components:

1. System Cabinet, with associated inner door.
2. Power Supply Module (PM-9) with batteries.
3. 80-Character LCD Display (LCD-E3).
4. Intelligent Loop Main Board Interface (ILI-MB-E3).
5. Intelligent Loop Main Board Interface (ILI95-MB-E3).
6. DACT (DACT-E3).
7. 1/4 VGA touch-screen display (NGA).

B. System Cabinet:

1. Surface or semi-flush mounted with texture finish or retrofit.
2. Consist of back box, inner door, and door.
3. Available in at least 3 sizes to best fit project configuration.
4. Houses 1 or more PM-9 Power Supply Modules, 1 or more ILI-MB-E3 orILI95-MB-E3, ILI-S-E3 or ILI95-S-E3 assemblies, and other optional modules as specified.
5. Construction: Dead-front steel construction with inner door to conceal internal circuitry and wiring.
6. Wiring: Terminated on removable terminal blocks to allow field servicing of modules without disrupting system wiring.

C. Power Supply Module (PM-9): Use latest technologies to provide power to the Control Panel and incorporate the following features:

1. Power-saving switching technology using no step-down transformers.
2. 9-amp continuous-rated output to supply up to all power necessary under normal and emergency conditions.
3. Integral battery charger with capacity to charge up to 55 amp-hour batteries while under full load.

D. Batteries:

1. Sufficient capacity to provide power for entire system upon loss of normal AC power for a period of 60 hours with 15 minutes of alarm signaling at end of this 60-hour period, as required by NFPA 72, Auxiliary Systems.

E. LCD Display Module (LCD-E3):

1. LCD Display: 80-character RS-485 based textual annunciator with capability of being mounted locally or remotely. Provides audible and visual annunciation of all alarms and trouble signals. Provide dedicated LEDs for:
   a. AC Power On: Green.
   b. Alarm: Red.
   c. Supervisory: Yellow.
   d. System Trouble: Yellow.
   e. Power Fault: Yellow.
   f. Ground Fault: Yellow.
   g. System Silenced: Yellow.

2. 80-Character Alphanumeric Display: Provide status of all analog/addressable sensors, monitor and control modules. Display shall be liquid crystal type (LCD), clearly visible in dark and under all light conditions.

3. Panel shall contain 4 functional keys:
   a. Alarm Acknowledge.
   b. Trouble Acknowledge.
   c. Signal Silence.
   d. System Reset/Lamp Test.

4. Panel shall contain 3 configuration buttons:
   a. Menu/Back.
   b. Back Space/Edit.

c. OK/Enter.

F. Intelligent Loop Interface (ILI-MB-E3/ILI95-MB-E3): System shall be of multiprocessor design to allow maximum flexibility of capabilities and operation. Intelligent Loop Interface shall be capable of mounting in stand-alone enclosure as specified.

1. Field Programmable: System shall be capable of being programmed by Field Configuration Program (FCP), allowing programming to be downloaded via portable computer from any node on network.

2. Peer-to-Peer Panel Configuration: All Loop Interface Modules shall incorporate own programming, log functions, Central Processor Unit, and control-by-event (CBE) programming. If any loop driver becomes disabled, each remaining loop driver shall continue to communicate with remainder of network and maintain normal operation.

3. Control-by-Event (CBE) Program: ILI-MB-E3 shall be capable of programming using Boolean logic including AND, OR, NOT, TIMING and COUNT, SCHEDULE functions to provide complete programming flexibility.

4. Alarm Verification: Smoke detector alarm verification shall be standard option while allowing other devices such as manual stations and sprinkler flow to create immediate alarm. This feature shall be selectable for smoke sensors that are installed in environments prone to nuisance or unwanted alarms.

5. Alarm Signals: All alarm signals shall be automatically latched or "locked in" at control panel until operated device is returned to normal and control panel is manually reset. When used for sprinkler flow, "SIGNAL SILENCE" switch may be bypassed, if required by AHJ.

6. Electrically Supervised:

a. Each SLC and NAC circuit shall be electrically supervised for opens, shorts, and ground faults. Occurrence of fault shall activate system trouble circuitry, but shall not interfere with proper operation of other circuits.

b. Yellow "SYSTEM TROUBLE" LEDs shall light and system audible sounder shall steadily sound when trouble is detected in system. Failure of power, open or short circuits on SLC or NAC circuits, disarrangement in system wiring, failure of microprocessor or any identification module, or system ground faults shall activate this trouble circuit. Trouble signal shall be acknowledged by operating "TROUBLE ACKNOWLEDGE" switch. This shall silence sounder. If subsequent trouble conditions occur, trouble circuitry shall resound. During alarm, all trouble signals shall be suppressed with exception of lighting yellow "SYSTEM TROUBLE" LEDs.

7. Drift Compensation – Analog Smoke Sensors: System software shall automatically adjust each analog smoke sensor approximately once each week for

changes in sensitivity due to effects of component aging or environment, including dust. Each sensor shall maintain its actual sensitivity under adverse conditions to respond to alarm conditions while ignoring factors which generally contribute to nuisance alarms. System trouble circuitry shall activate, display units that requires maintenance.

8. Analog Smoke Sensor Test: System software shall automatically test each analog smoke sensor a minimum of 3 times daily. Test shall be recognized functional test of each photocell (analog photoelectric sensors) and ionization chamber (analog ionization sensors) as required annually by NFPA 72. Failure of sensor shall activate system trouble circuitry, display "Test Failed" indication, and identify individual device that failed.

9. Redundant History Log: Each ILI-MB-E3 or ILI95-MB-E3 shall contain full 4100 event history log supporting local and network functions. If a main processor or network node is lost the entire log shall be accessible at any other Loop Interface board. This shall be demonstrated by removing power followed by extraction of history log from any loop driver location

10.. LEDs Indicator and Outputs: Each ILI-MB-E3 or ILI95-ME3 Loop Interface shall incorporate as a minimum the following diagnostic LED indicators:

   a. Power: Green.

   b. Alarm: Red.

   c. Supervisory: Yellow.

   d. General Trouble: Yellow.

   e. Ground Fault: Yellow.

   f. Transmit: Green.

   g. Receive: Green.

11. Auxiliary Power Outputs: Each ILI-MB-E3/ILI95-MB-E3 Loop Interface shall provide the following supply outputs:

   a. 24 VDC non-resettable, 1 amp. maximum, power limited.

   b. 24 VDC resettable, 1 amp. maximum, power limited.

12. Microprocessor: Loop interface shall incorporate 32-bit RISC processor. Isolated "watchdog" circuit shall monitor microprocessor and upon failure shall activate system trouble circuits on display. Microprocessor shall access system program for all control-by-event (CBE) functions. System program shall not be lost upon failure of both primary and secondary power. Programming shall support Boolean logic including AND, OR, NOT, TIME DELAY functions for maximum flexibility.

13. Auto Programming: System shall provide for all SLC devices on any SLC loop to be pre-programmed into system. Upon activation of auto programming, only devices that are present shall activate. This allows for system to be commissioned in phases without need of additional downloads.

14. Environmental Drift Compensation: System shall provide for setting Environmental Drift Compensation by device. When detector accumulates dust in chamber and reaches unacceptable level but yet still below allowed limit, control panel shall indicate maintenance alert warning. When detector accumulates dust in chamber above allowed limit, control panel shall indicate maintenance urgent warning.

15. 1-Man Walk Test:

    a. System shall provide both basic and advanced walk test for testing entire fire alarm system. Basic walk test shall allow single operator to run audible tests on panel. All logic equation automation shall be suspended during test and while annunciators can be enabled for test, all shall default to disabled state. During advanced walk test, field-supplied output point programming shall react to input stimuli, such as CBE and logic equations. When points are activated in advanced test mode, each initiating event shall latch input. Advanced test shall be audible and shall be used for pull station verification, magnet activated tests on input devices, input and output device, and wiring operation/verification.

    b. Shall Automatically generate professionally formatted NFPA 72, NFPA 10, or Joint Commission Reports such as (GW-eVance Inspection Manager) A second technician will not be required at the fire panel during testing.

    c. Test feature is intended to provide for certain random spot testing of system and is not intended to comply with requirements of testing fire alarm systems in accordance with NFPA 72, as it is impossible to test all functions and verify items such as annunciation with only 1 person.

16. Signaling Line Circuits: Each ILI-MB-E3 module shall provide communication with analog/addressable (initiation/control) devices via 2 signaling line circuits. Each signaling line circuit shall be capable of being wired Class B, Style 4 or Class A, Style 6. Circuits shall be capable of operating in NFPA Style 7 configuration when equipped with isolator modules between each module type device and isolator sensor bases. Each circuit shall communicate with a maximum of 159 analog sensors and 159 addressable monitor/control devices. Unique 40-character identifier shall be available for each device. Devices shall be of the Velocity series with capability to poll 10 devices at a time with a maximum polling time of 2 seconds when both SLCs are fully loaded.

17. Notification Appliance Circuits: 2 independent NAC circuits shall be provided on ILI-MB, polarized and rated at 2 amperes DC per circuit, individually over current protected and supervised for opens, grounds, and short circuits. They shall be capable of being wired Class B, Style Y or Class A, Style Z.

18. Alarm Dry Contacts: Provide alarm dry contacts (Form C) rated 2 amps at 30 VDC (resistive) and transfer whenever system alarm occurs.

19. Supervisory Dry Contacts: Provide supervisory dry contacts (Form C) rated 2 amps at 30 VDC (resistive) and transfer whenever system supervisory condition occurs.

20. Trouble Dry Contacts: Provide trouble dry contacts (Form C) rated 2 amps at 30 VDC (resistive) and transfer whenever system trouble occurs.

21. Permitted zone types shall be general zone, releasing zone, and special zone. Each output point (control module, panel circuit module) can support a list of up to eight zones including general zone, logic zone, releasing zone, and trouble zone. It shall be possible for output points to be assigned to list general alarm. Non-Alarm or Supervisory points shall not activate the general alarm zone.

## 2.6 SYSTEM PERIPHERALS - SYSTEM SENSOR VELOCITY

A. Addressable Devices – General:

1. Provide address-setting means using rotary-decimal switches.
2. Use simple to install and maintain decade-type (numbered 0 to 15) address switches by using standard screwdriver to rotate 2 dials on device to set address. Devices which use binary address set via dipswitch packages, handheld device programmer, or other special tools for setting device address shall not be acceptable.
3. Detectors: Analog and addressable. Connect to fire alarm control panel's Signaling Line Circuits.
4. Addressable Thermal and Smoke Detectors: Provide 2 status LEDs. Both LEDs shall flash under normal conditions, indicating detector is operational and in regular communication with control panel, and both LEDs shall be placed into steady illumination by control panel, indicating alarm condition has been detected. If required, flashing mode operation of detector LEDs can be programmed off via fire control panel program.
5. Fire Alarm Control Panel: Permit detector sensitivity adjustment through field programming of system. Sensitivity can be automatically adjusted by panel on time-of-day basis.
6. Using software in ILI-MB-E3, detectors shall automatically compensate for dust accumulation and other slow environmental changes that may affect their

performance. Detectors shall be listed by UL as meeting calibrated sensitivity test requirements of NFPA 72, Chapter7.

7. Following bases and auxiliary functions shall be available:
   a. Standard base with remote LED output.
   b. Sounder base rated at 85 dBA minimum.
   c. Intelligent Addressable Sounder base rated at 75 dBA minimum.
   d. Form-C relay base rated 30 VDC, 2.0 A.
   e. Isolator base.
8. Detectors shall provide test means whereby they will simulate alarm condition and report that condition to control panel. Such test shall be initiated at detector itself by activating magnetic switch or initiated remotely on command from control panel.
9. Detectors shall store internal identifying type code that control panel shall use to identify type of device (ION, PHOTO, THERMAL).

B. Addressable Manual Stations (MS-7AF):
   1. Manual Fire Alarm Stations: Non-code, non-break glass type, equipped with key lock so they may be tested without operating handle.
   2. Stations shall be designed so after actual activation, they cannot be restored to normal except by key reset.
   4. Manual stations shall be constructed of Lexan with clearly visible operating instructions provided on cover. The word FIRE shall appear on front of stations in raised letters, 1.75 inches (44 mm) or larger.
   5. Addressable manual stations shall, on command from control panel, send data to panel representing state of manual switch and addressable communication module status.

C. Intelligent Thermal Detectors (ATD-RL2F): Intelligent addressable devices rated at 135 degrees F (58 degrees C) and have rate-of-rise element rated at 15 degrees F (9.4 degrees C) per minute. Connect via 2 wires to fire alarm control panel signaling line circuit.

D. Intelligent Photoelectric Smoke Detectors (ASD-PL2F): Use photoelectric (light-scattering) principal to measure smoke density and shall, on command from control panel, send data to panel representing analog level of smoke density.

E. Intelligent Ionization Smoke Detectors (ASD-IL2F): Use dual-chamber ionization principal to measure products of combustion and shall, on command from control panel, send data to panel representing analog level of products of combustion.

F. Intelligent Multi-Criteria Acclimating Detectors (MCS-ACCLIMATE2F):

G. Intelligent Duct Smoke Detector Base (DNR, DNRW):

1. In-Duct Smoke Detector Housing: Use ASD-PL2F intelligent photoelectric detector, ASD-PL2FR intelligent remote test photoelectric detector or ASD-IL2F intelligent ionization detector, which provides continuous analog monitoring and alarm verification from panel.
2. When sufficient smoke is sensed, alarm signal is initiated, and appropriate action taken to shut down or change over air handling systems to help prevent rapid distribution of toxic smoke and fire gases throughout areas served by duct system.
3. Duct Smoke Detectors Mounted Above Ceiling or Otherwise Obstructed from Normal View: Provide an (RTS151KEY) Remote test station accessory, designed to test a remotely located Intelligent Duct Smoke detector with remote alarm indicator.
4. Each Detector: Install in either supply side or return side duct in accordance with local mechanical code.
5. DST Sampling Tube
   a. No tools needed for installation or removal
   b. Installs/removes from front or back of detector
   c. Available in 1 ft, 1.5ft, 3 ft, 5 ft, and 10 ft lengths

H. Addressable Dry Contact Monitor Modules (AMM-2F):

1. Provide to connect 1 supervised IDC zone of conventional alarm initiating devices (any N.O. dry contact device) to 1 of the fire alarm control panel SLCs.
2. Mount in standard deep electrical box.
3. IDC Zone: Suitable for Style B operation.

I. Addressable Dry Contact Monitor Modules (AMM-4F):

1. Provide to connect 1 supervised IDC zone of conventional alarm initiating devices (any N.O. dry contact device) to 1 of the fire alarm control panel SLCs.
2. Mount in 4-inch (102-mm) square, 2-1/8-inch (54-mm) deep electrical box.
3. IDC Zone: Suitable for Style D or Style B operation.
4. LEDs: Flash under normal conditions, indicating monitor module is operational and in regular communication with control panel.

J. Addressable Dry Contact Monitor Modules (AMM-2IF):

1. Provide to connect 2 supervised IDC zones of conventional alarm initiating devices (any N.O. dry contact device) to 1 of the fire alarm control panel SLCs.
2. Mount in 4-inch (101.6-mm) square, 2-1/8-inch (54-mm) deep electrical box.
3. IDC Zones: Suitable for Style B operation.
4. LEDs: Flash under normal conditions, indicating monitor module is operational and in regular communication with control panel.

K. Addressable Dry Contact Monitor Modules (MMI-10F):

1. Provide to connect 10 supervised Style B IDC zones or 5 supervised Style D IDC zones of conventional alarm initiating devices (any N.O. dry contact device) to 1 of the fire alarm control panel SLCs.
2. Mount in factory-supplied MBB-2 or MBB-6 enclosure.
3. LEDs: Flash under normal conditions, indicating monitor module is operational and in regular communication with control panel.

L. Addressable Control Modules (AOM-2SF):

1. Provide to supervise and control operation of 1 conventional NAC of compatible, 24-VDC powered, polarized audio/visual notification appliances or UL-listed polarized relays for fan shutdown and other auxiliary control functions.
2. Mount in standard 4-inch (101.6-mm) square, 2-1/8-inch (54-mm) deep electrical box or to surface-mounted back box.
3. Control Module NAC: Wire for Style Z or Style Y (Class A/B) with up to 1 amp of inductive signal or 2 amps of resistive signal operation. Relay coil shall be magnetically latched to reduce wiring connection requirements and to ensure 100 percent of all auxiliary relay or NACs shall be energized at same time on same pair of wires.
4. Audio/Visual Power: Provide by separate supervised power circuit from main fire alarm control panel or from supervised, UL-listed remote power supply.

M. Addressable Relay Modules (AOM-2RF):

1. Available for HVAC control and other building functions. Relay shall have 2 Form C sets of contacts that operate in tandem and are rated for a minimum of 2.0 amps resistive or 1.0 amps inductive. Relay coil shall be magnetically latched to reduce wiring connection requirements and to ensure 100 percent of all auxiliary relay or NACs shall be energized at same time on same pair of wires.
2. Mount in standard 4-inch (101.6-mm) square, 2-1/8-inch (54-mm) deep electrical box or to surface-mounted back box.

N. Isolator Modules (M500X):

1. Provide to automatically isolate wire-to-wire short circuits on SLC Class A or Class B branch. Isolator module shall limit number of modules or detectors that may be rendered inoperative by short-circuit fault on SLC loop segment or branch. At least 1 isolator module shall be provided for each floor or protected zone of building. No more than 25 devices shall be connected to 1 isolator module.
2. If wire-to-wire short occurs, isolator module shall automatically open-circuit (disconnect) SLC. When short-circuit condition is corrected, isolator module shall automatically reconnect isolated section.
3. Does not require address-setting, and its operations shall be totally automatic. Not necessary to replace or reset isolator module after normal operation.
4. Mount in standard 4-inch (101.6-mm) deep electrical box or in surface-mounted back box.
5. Single LED: Flash to indicate isolator is operational and illuminate steadily to indicate short-circuit condition has been detected and isolated.

O. Intelligent Duct Smoke Detectors (SL-DAA-P/SL-DAA-N):

1. In-Duct Smoke Detector Housing: Use on-board intelligent photoelectric or ionization detector, which provides continuous analog monitoring and alarm verification from panel.
2. When sufficient smoke is sensed, alarm signal is initiated, and appropriate action taken to shut down or change over air handling systems to help prevent rapid distribution of toxic smoke and fire gases throughout areas served by duct system.
3. Duct Smoke Detectors Mounted Above Ceiling or Otherwise Obstructed from Normal View: Provide with remote alarm indicator.
4. Each Detector: Install in either supply side or return side duct in accordance with local mechanical code.

## PART 3 EXECUTION

### 3.1 EXAMINATION

A. Examine areas and surfaces to receive fire alarm system.

1. Notify Engineer of conditions that would adversely affect installation or subsequent use.
2. Do not begin installation until unacceptable conditions are corrected.

## 3.2 INSTALLATION

A. Install fire alarm system in accordance with NFPA 72, NFPA 70, state and local codes, manufacturer's instructions, and as indicated on the Drawings.

B. Conceal conduit, junction boxes, and conduit supports and hangers in finished areas. Conceal or expose conduit, junction boxes, and conduit supports and hangers in unfinished areas. In areas where it cannot be run concealed review routing with the Owner.

C. Do not install smoke detectors before system programming and test period. If construction is ongoing during this period, take measures to protect smoke detectors from contamination and physical damage.

D. Flush-mount fire detection and alarm system devices, control panels, and remote annunciators in finished areas. Flush-mount or surface-mount fire detection and alarm system devices, control panels, and remote annunciators in unfinished areas.

E. Ensure manual stations are suitable for surface mounting or semi-flush mounting as indicated on the Drawings. Install not less than 42 inches, not more than 48 inches, above finished floor measured to operating handle.

## 3.3 FIELD QUALITY CONTROL

A. Manufacturer's Field Services: Provide service of competent, factory-trained technician authorized by manufacturer to technically supervise and participate during pre-testing and acceptance testing of system.

B. Testing:

1. Conduct complete visual inspection of control panel connections and test wiring for short circuits, ground faults, continuity, and insulation before energizing cables and wires.
2. Open initiating device circuits and verify that trouble signal actuates.
3. Open signaling line circuits and verify that trouble signal actuates.
4. Open and short notification appliance circuits and verify that trouble signal actuates.
5. Ground initiating device circuits and verify response of trouble signals.
6. Ground signaling line circuits and verify response of trouble signals.
7. Ground notification appliance circuits and verify response of trouble signals.
8. Check installation, supervision, and operation of intelligent smoke detectors.

9. Introduce on system each of the alarm conditions that system is required to detect. Verify proper receipt and proper processing of signal at Control Panel and correct activation of control points.

10. Consult manufacturer's manual to determine proper testing procedures when system is equipped with optional features. This is intended to address such items as verifying controls performed by individually addressed or grouped devices, sensitivity monitoring, verification functionality, and similar.

C. Acceptance Testing:

1. Before installation shall be considered completed and acceptable by AHJ, a complete test using as a minimum, the following scenarios shall be performed and witnessed by representative approved by Engineer. Monitoring company and/or fire department shall be notified before final test in accordance with local requirements.

2. Contractor's job foreman, in presence of representative of manufacturer, representative of Owner, and fire department shall operate every installed device to verify proper operation and correct annunciation at control panel.

3. Open signaling line circuits and notification appliance circuits in at least 2 locations to verify presence of supervision.

4. When testing has been completed to satisfaction of both Contractor's job foreman and representatives of manufacturer and Owner, a notarized letter co-signed by each attesting to satisfactory completion of said testing shall be forwarded to Owner and fire department.

5. Leave fire alarm system in proper working order and, without additional expense to Owner, replace defective materials and equipment provided within 1 year (365 days) from date of final acceptance by the owner.

3.4 DEMONSTRATION

A. Provide instruction as required for operating fire alarm system.

B. Provide hands-on demonstrations of operation of fire alarm system components and functions.

C. Train Owner's Personnel – 4 hours

**END OF SECTION**