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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF PLANNING AND DEVELOPMENT

INVITATION TO BID
NOTICE TO CONTRACTORS - BID NO. _____

The State of Rhode Island Department of Environmental Management (RIDEM), Division of Planning and Development is soliciting bids for the **Adolf Meyer Suspended Ceiling Replacement** in accordance with plans and specifications dated _____2017.

SEALED PROPOSALS ADDRESSED TO THE **STATE PURCHASING AGENT**, 1 CAPITOL HILL, PROVIDENCE, R.I. 02908-5855, SHALL BE RECEIVED UNTIL_____ . At that time they will be opened and read in public.

BIDS SHALL BE SUBMITTED ON THE FORMS PROVIDED WITH THE PLANS AND SPECIFICATIONS. Plans and specifications for submitting bid proposals may be obtained in digital portable document format (pdf) on compact disk from the **State Building Commission**, One Capitol Hill, Providence, RI FROM: _____ TO: _____, every day except Saturdays, Sundays and Holidays between the hours of 8:30 A.M. and 4:00 P.M. Specifications and original abatement plans may be examined at the Offices of RIDEM, Division of Planning & Development 235 Promenade Street, Room 320, Providence, RI FROM: TO: , every day except Saturdays, Sundays and Holidays between the hours of 8:30 A.M. and 4:00 P.M.

A CERTIFIED CHECK OR BID BOND PAYABLE TO THE STATE OF RHODE ISLAND IN AN AMOUNT EQUAL TO FIVE PERCENT (5%) OF THE PROPOSAL SHALL BE SUBMITTED WITH THE BID.

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

This project is subject to terms, conditions, and provisions of Chapters 2, 12, 13, and 14.1 of Title 37, Rhode Island General Laws 1956, as amended et. seq., and regulations promulgated thereunder, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

The included prevailing wage table may have been revised. It is the contractor's responsibility to use the current prevailing wage table. The table may be obtained at the RI Division of Purchases Home Page at www.purchasing.ri.gov.

All bidders MUST register online at www.purchasing.ri.gov. A RIVIP generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401) 222-2142 ext. 134. Failure to comply will result in disqualification.

A REPRESENTATIVE OF THE DIVISION OF FACILITIES MANAGEMENT AND/OR THE DESIGNER OF RECORD WILL BE PRESENT AT THE PROJECT SITE ON _____AT_____ FOR PRE-BID CONFERENCE.

THE PREBID CONFERENCE WILL BE MANDATORY WHEN SO SPECIFIED BY THE OFFICE OF PURCHASES.

DEPARTMENT OF ADMINISTRATION
OFFICE OF PURCHASES
By: Jerome D. Moynihan, C.P.M., CPPO
Assistant Director for Special Projects

SECTION 00100 - INFORMATION FOR BIDDERS

1. PREPARATION AND SUBMISSION OF BID PROPOSAL

A. The State of Rhode Island and Providence Plantations ("The State") invites General Bids on the **Adolf Meyer Suspended Ceiling Replacement, Adult Psychiatric Hospital, 54 Howard Avenue, Cranston, RI 02920**

B. Submit bids in duplicate on the forms provided. All blank spaces must be filled in, in **ink or typewritten**, in words and figures, and with the total of the bid proposal. Unauthorized conditions, limitations, or provisions attached to the bid will be cause for rejection of the bid. All bidders MUST register online at www.purchasing.ri.gov. A RIVIP-generated Bidder Certification Cover Form MUST accompany each bid. Should you need assistance in registering or downloading a bid, call (401)222-2142, ext. 134. Failure to comply will result in disqualification.

C. Bids shall be submitted in sealed envelopes bearing on the outside the name and address of the bidder and the name of the project for which the bid is submitted, the bid number, and date and time of opening.

D. The sealed envelope containing the bid, shall be addressed to the State of Rhode Island, Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and designated as bid for the **Adolf Meyer Suspended Ceiling Replacement, Adult Psychiatric Hospital, 54 Howard Avenue, Cranston, RI 02920**

(If sent by mail, the sealed envelope containing the bid, and marked as directed above, must be enclosed in another envelope addressed to the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855 and sent by registered mail). **SUBMIT ONLY THE ORIGINAL SIGNED COPIES OF THE BID. NOTE: BIDS sent by registered mail, courier service, or hand-delivered must show the bid number, date and time of opening on envelopes and outside wrappings.**

E. The State shall consider informal any bid not prepared and submitted in accordance with these provisions and shall waive any informality in or reject any and all bids. A bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement. A bid received after the time and date specified shall not be considered. No bidder shall withdraw a bid within 90 days after the actual date of the opening.

F. All defined terms herein are as set forth in the Supplementary Conditions, Article 1.1 Basic Definitions.

2. RECEIPT OF BIDS

A. Bids shall be received by the State at the Office of Purchases, 1 Capitol Hill, Providence, RI, 02908-5855, at the time and date specified in the " **INVITATION TO BID**, **NOTICE TO CONTRACTORS**".

B. The following documents must accompany all bids on the forms specified:

1. **BID PROPOSAL**
2. **BID BOND**

3. ADDENDA AND INTERPRETATIONS

A. Interpretations of the drawings, specifications, or other contract documents shall not be made orally. Requests for such interpretations shall be sent to the Office of Purchases via email to Bidinfo@purchasing.ri.gov by the date specified by the Office of Purchases.

B. Interpretations and any supplemental instructions shall be in the form of written addenda to the specifications which will be posted to the Office of Purchases website www.purchasing.ri.gov not later than five (5) working days prior to the date of the bid opening. All addenda issued shall become part of the contract documents.

4. BIDDERS TO ACKNOWLEDGE ADDENDA

Bidders shall acknowledge receipt of addenda to the contract documents on the Bid Proposal Form. Failure to acknowledge addenda may cause the bid to be rejected.

5. ALTERNATES
N/A

6. QUALIFICATIONS OF PRIME BIDDERS

A. The State of Rhode Island (Department of Environmental Management) shall make such investigations as is deemed necessary to determine the ability of the bidder to perform the work in accordance with R.I.G.L. Title 5, Chapter 65.

B. A bidder shall be required on the Bid Proposal Form to furnish evidence satisfactory to the State that the bidder and the proposed subcontractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

C. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

D. The successful bidder, upon failure or refusal to execute and deliver the documentation required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such refusal, the surety deposited with the bid. The State will then proceed to terminate the Notice of Tentative Award.

7. SUBSTITUTIONS:

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

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

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

D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

8. BID SURETY AND BOND:

A. Bids shall be accompanied by a certified check or Bid Bond in an amount equal to five percent (5%) of the bid proposal. Checks or bonds shall be returned to those Bidders not considered for award within seven (7) days. Others will be returned at the time of award of the Contract. The successful Bidder's Surety will be returned upon execution of the Contract. Bids may be held for a period of 90 days after the bid opening. All checks and Bid Bonds shall be returned, if no contract is executed.

B. POWER OF ATTORNEY: Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each bond a certified and effectively dated copy of their power of attorney.

C. RETENTION OF BID SURETY: The State reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the State of Rhode Island, Office of Purchases.

D. Prior to signing the Contract, the State should require the successful bidder to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of 100% of the Contract Sum, and each on the form provided in the Project Manual. Such bonds shall be issued by Surety acceptable to the State and licensed to conduct business in the State of Rhode Island.

E. The successful bidder, upon failure or refusal to execute and deliver the

documentation required by the State within the time allotted by the State after receipt of the Notice of Tentative Award, shall forfeit to the State, as liquidated damages for such failure or refusal, the surety deposited with the bid. The State will then proceed to terminate the Notice of Tentative Award.

9. EXAMINATION OF DOCUMENTS AND SITE OF WORK

A. Before submitting a bid, each bidder shall examine the Drawings carefully, shall read the Specifications and all other proposed Contract Documents, and shall visit the site of the Work. Each bidder shall be fully informed prior to bidding as to existing conditions and limitations under which the Work is to be performed, and shall include in the bid a sum to cover the cost of items necessary to perform the Work as set forth in the proposed Contract Documents. No allowance will be made to a bidder because of lack of such examination or knowledge. The submission of a bid will be considered as conclusive evidence that the bidder has made such examination.

B. It is intended that all figures and dimensions on the drawings shall agree, but the Contractor shall confirm the same before commencing the work and shall report all discrepancies to the State for adjustment. Failure to confirm the figures and dimensions before commencing the work, shall render the Contractor completely responsible for rectifying the work so affected to the complete satisfaction of the State. Cost of such work shall be at the Contractor's expense.

C. Work shown on the plans for which there are no particular specifications, or omissions from the plans and specification of items which are obviously needed to properly perform the work, shall not relieve the Contractor or subcontractor involved from furnishing and installing same. The Contractor shall carefully review the plans for miscellaneous items not mentioned. All such work shall be performed with materials and workmanship satisfactory to the State, at no additional expense.

10. STATE PROCEDURES AND REQUIREMENTS FOR EXECUTION OF CONTRACT

Upon receipt of a "Tentative Notice of Award" from the State of Rhode Island, Office of Purchases, the successful bidder must contact the Office of Purchases and commence to provide the following information to the State of Rhode Island, Office of Purchases within a period of 15 days:

1. Certification from the Office of Equal Employment Opportunity (EEO)
2. Materials and Labor Bond
3. Performance Bond
4. Certificates of Insurance
5. Power of Attorney
6. Any other contractual documents required by the State.

Upon completion of items 1 through 6 above, the successful bidder shall then be notified

by the State of Rhode Island, Office of Purchases regarding execution of the contract for the project.

Work on the project must begin within 10 days after issuance of a Purchase Order by the State of Rhode Island, Division of Purchases.

11. NOTICE OF SPECIAL REQUIREMENTS

A. Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

1. Non-Collusive Affidavit
2. Insurance Requirements
3. Wage Rates (Schedule of Occupation Classification and Minimum Hourly Wage Rates as required under Chapter 13 of the R.I. General Laws)
4. State Certifications
   A. Bidder's Certification - Rhode Island Plan
   B. Certification of Non-Segregated Facilities
5. R.I. Affirmative Action Plan
6. Federal Procurement Regulations
7. Minority Employment and EEO Compliance
8. Occupational Safety and Health Act (OSHA) of April 28,1971 with latest revisions
9. Copeland Anti-Kick Back Law
10. Clean Air Act of 1970

B. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must be acceptable to the State with particular regard to these special requirements.

12. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable state and municipal laws, orders, rules, and regulations of all authorities having jurisdiction over construction work or otherwise in the locality of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written out in full. However, where the drawings or specifications call for a more costly method of doing the work than is required by local law, the work is to be done as shown on the drawings or described in the specifications.

13. METHOD OF AWARD

The contract shall be awarded on the basis of the lowest base bid price or the lowest combination of base bid and selected alternates that produces an amount within the limits of funds available. If at the time the contract is to be awarded the lowest formal base bid submitted by a responsible bidder exceeds the funds available for the contract, the State

reserves the right to reject all bids.

14. TIME OF COMPLETION

A. The Contract Agreement will include a stipulation that the Work be completed within a period of 120 days following receipt of the Notice to Proceed.

END OF INFORMATION TO BIDDERS

SECTION 00310 BID PROPOSAL

Adolf Meyer Suspended Ceiling Replacement
Adult Psychiatric Hospital
54 Howard Avenue, Cranston, RI 02920

_____
Name of Bidder

_____
Address

_____
Address

_____
FEIN No.

TO THE CHIEF PURCHASING OFFICER OF THE STATE OF RHODE ISLAND, acting in the name and on behalf of the Department of Environmental Management, Division of Planning and Development.

The undersigned proposes to furnish all labor and materials required for the **Adolf Meyer Suspended Ceiling Replacement, Adult Psychiatric Hospital, 54 Howard Avenue, Cranston, RI 02920** in accordance with the accompanying Contract Documents, plans and specifications prepared by the Department of Environmental Management, Division of Planning and Development for the Bid Price specified below, subject to additions and deductions according to the terms of the contract documents.

A. ADDENDA

This bid includes Addenda numbered:_____and dated:_____
This bid includes Addenda numbered:_____and dated:_____

B. BASE BID

Total proposed Base Bid Price and including the three allowances listed below is:

_____DOLLARS ($_____)
(Price in Words) (Numbers)

C. ALLOWANCES/ UNIT PRICES

1. Allow cost to remove and install 100sf of new 2'x2' Armstrong Cirrus, suspended acoustical tile (SAT) on grid. The unused allowance or additional SAT shall be reimbursed to the owner or added to the contract at the unit price listed. Provide unit price for SAT replacement.

   $ _____ _____ _____
   Cost to replace 100 S.F.SAT In words SAT Per S.F.

2. Allow cost to provide new 10 lineal feet x 10'high of 3-5/8"x20 gauge metal stud chase wall with 5/8" gypsum wallboard on one side, painted. The unused allowance or additional chase walls shall be reimbursed to the owner or added to the contract at the unit price listed. Provide unit price for metal stud chase wall.

   $ _____ _____ _____
   Cost per 10 L.F.x 10' High In words Per L.F.chase wall

3. Allow cost to provide10 fire alarm system strobe device

   $ _____ _____
   Cost of strobe device In words Per strobe device

4. Allow cost to provide 4 exit signs

$ _____ _____
Cost of exit signs In words Per exit sign

5. Allow cost to provide 1 fire alarm system pull station device

$ _____ _____
Cost of pull station device In words Per pull station device

6. Allow cost to provide 5 misc. ceiling mounted devices like those removed and reinstalled in place after new ceiling is installed.

$ _____ _____
Cost of 5 devices In words Per device

7. Allow cost to to remove, abate and replace any disturbed asbestos materials as encountered during installation of work as shown on drawings.

$ _____ _____ _____
Cost to replace 100 S.F Floor Tile per SF In words Per S.F

$ _____ _____ _____
Cost per 100 L.F Pipe Insul. ≤ 8" dia per LF In words Per S.F

E. ALTERNATIVES:
N/A

F. GENERAL CONTRACTOR AND SUBCONTRACTOR BASE BID PRICE BREAKDOWN
The PROPOSED BASE BID PRICE IS SUBDIVIDED AS FOLLOWS:

ITEM 1. The work of the General Contractor, being all work performed by the General Contractor's own work force:
_____DOLLARS $_____
(Price in words) (Numbers)

ITEM 2. The work of the General Contractor, being all work performed by a subcontractor not part of the General Contractor's own work force covered by ITEM 1 above:

SUB-TRADE	NAME OF SUBCONTRACTOR	AMOUNT
		$
		$
		$

TOTAL OF ITEM NO. 2:_____ $_____
(Price in Words) (Price in Numbers)

G. QUALIFICATIONS OF SUBCONTRACTORS

The undersigned agrees that each of the above-named will be used for the work indicated at the amounts stated, unless a substitution is made with prior written approval of the Owner.

The undersigned further agrees to pay the premiums for the performance and payment bonds furnished by the subcontractors as required herein and that all of the cost of all such premiums is included in the amount set forth in item 1 of this bid.

H. LEGAL ORGANIZATION

The undersigned is a (an)_____(Individual-Partnership-Corporation-Joint Venture). Attach copies of articles of incorporation or partnership agreement, and Rhode Island Secretary of State's Certificate of Good Standing.

I. QUALIFICATIONS TO PERFORM WORK

The undersigned offers the following information as evidence of its organizational qualifications to perform the work as bid upon according to all requirements of the plans and the specifications.

1. The undersigned has been in business as a General Contractor under present business name for years.

2. List at least two and no more than five recent projects on which the undersigned served as the General Contractor for work of similar character as required for the above named project, along with the date of the project, the name of the Architect/Engineer, and the contract price

PROJECT NAME	DATE	ARCHITECT/ENGINEER	CONTRACT PRICE
1._____	_____	_____	$_____
2._____	_____	_____	$_____
3._____	_____	_____	$_____
4._____	_____	_____	$_____
5._____	_____	_____	$_____

3. List all construction contracts between the undersigned and the State of Rhode Island in the past five (5) years:

	PROJECT NAME	DATE	STATE AGENCY	STATE CONTACT PERSON	CONTRACT PRICE
1.					$
2.					$

3.					$
4.					$
5.					$
6.					$
7.					$
8.					$
9.					$
10					$

J. VIOLATION OF RI/DEM LAWS AND REGULATIONS

The undersigned is / is not (Please circle one) currently cited as being in violation of any law or regulation administered by the Department of Environmental Management.
If Yes please explain._____

K. REQUIREMENT FOR LICENSE NUMBER

In compliance with the requirements of Rhode Island General Law, Section 5-65-23, my Rhode Island license number for work to be performed by this firm as prime contractor is:

LICENSE NUMBER: _____

The undersigned acknowledges by signature below that the undersigned has read and understands the Information to Bidders, the terms of which are hereby incorporated into this Proposal.

DATE: _____

BIDDER: _____

BY: _____ _____
Signature Title

BUSINESS ADDRESS: _____

_____

_____

_____

TELEPHONE NUMBER: (_____)_____

FEIN NO.: __ __ -__ __ __ __ __ __ __

**************END OF BID FORM**************

SECTION 00610 - BID BOND

KNOW ALL MEN BY THESE PRESENTS:

_____

That we,_____as Principal, and_____ as Surety, are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of _____dollars ($_____), well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a **Adult Psychiatric Hospital – Adolf Meyer Suspended Ceiling Replacement**

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

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____day of _____2014.

WITNESS:_____
(Principal)

By:_____
Name & Title
(Affix Corporate Seal)

_____
(Surety)

By:_____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

SECTION 00620 PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,_____as Principal, and _____ as Surety, are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of___ _____dollars ($_____), well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the contract annexed hereto as the Contractor, shall faithfully furnish and perform everything required to be furnished and performed by them under the provisions of said Contract then this obligation shall be void; otherwise, it shall remain in full force and effect.

In the event that the said contract is abandoned by the Contractor, or the work of the Contractor is discontinued by the State of Rhode Island under the provisions of ARTICLE 13 of the GENERAL CONDITIONS, said surety hereby further agrees that it shall, if requested in writing by the State of Rhode Island Office of Purchases, take such action as is necessary to complete said contract.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the Contract Documents accompanying the same shall in any wise affect its obligation on this bond, and does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or to the work or to the specifications.

Said surety hereby certifies and affirms under the penalties of perjury that said surety is licenced by the State of Rhode Island Department of Business Regulations, Insurance Division under the Rhode Island General Laws Title 27 Chapter 2.

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this ____day of _____2011.

WITNESS:_____
(Principal)

By:_____
Name & Title
(Affix Corporate Seal)

_____
(Surety)

By:_____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

SECTION 00630 PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____as Principal,

and _____as Surety, are held and firmly bound unto the State of Rhode Island, as Obligee, in the sum of

_____ dollars ($_____), well and truly to paid, and for the payment of which we and each of us hereby bind ourself, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the contract annexed hereto as the Contractor, and all subcontractors under said contract, shall promptly pay for all labor performed or furnished and materials used or employed in the work, all as and to the extent specified in the Rhode Island General Laws, as amended, and any authorized extension or modification to the said contract, including lumber so employed which is not incorporated in such work and is not wholly or necessarily consumed or made so worthless as to lose its identity, but only to the extent of its purchase price less its fair salvage value, and including also any material specially fabricated at the order of the Contractor or subcontractor for use as a component part of the work under said contract so as to be unsuitable for use elsewhere, even though such material has not been delivered and incorporated into such work, but only to the extent that its purchase price less its fair salvage value and only to the extent that such specially fabricated material is in conformity with the Contract Documents or any changes therein which are consigned to the Contractor or to a subcontractor who has a direct contractual relationship with the Contractor; and shall pay all sums due for the rental and hire of vehicles, steam shovels, rollers propelled by steam or other power, concrete mixers, tools and other appliances and equipment employed in such work; and shall pay the transportation charges directly related to such rental or hire and shall pay all sums due trustees or other persons authorized to collect such payments from the Contractor or subcontractor, based upon the labor performed or furnished as aforesaid for a maximum of one hundred and twenty consecutive calendar days, for health and welfare plans and other fringe benefits which are payable in cash and provided for in collective bargaining agreements between organized labor and the Contractor or subcontractors, this obligation shall be null and void; otherwise it shall remain in full force and effect.

Said surety hereby further agrees that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of

time, alteration or addition to the terms on the contract or to the work or to the SPECIFICATIONS.

Any legal action commenced by Principal or Surety must be commenced within two (2) years from the date of final payment.

Said surety hereby certifies and affirms under the penalties or perjury that said surety is licensed by the State of Rhode Island, Department of Business Regulation Rhode Island General Laws Title 27 Chapter 2.

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at Providence, Rhode Island, this _____day of _____2014.

WITNESS:_____
(Principal)

By:_____
Name & Title
(Affix Corporate Seal)

_____
(Surety)

By:_____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No. _____
(Attach Power of Attorney to this Bond)

AIA DOCUMENT A101
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR 2007 EDITION

AIA DOCUMENT A201

GENERAL CONDITIONS OF THE CONTRACT

FOR CONSTRUCTION

2007 EDITION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify the "General Conditions of the Contract for Construction," AIA Document A201, 2007 edition. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

ADD 1.1.9 ADDITIONAL DEFINITIONS.

CHIEF:	Shall be the Chief of the Division of Facilities Management who is responsible for the administration of the contract through the Division of Planning and Development.
PROJECT MANAGER:	Person or persons within the Division of Facilities Management assigned by the Chief to oversee, coordinate, and expedite the construction project.
OWNER'S ON-SITE REPRESENTATIVE:	Person or persons within the Division of Facilities Management assigned by the Chief to observe construction on the project site, and to perform such other functions relating to the project as the Owner may direct.
ARCHITECT/ ENGINEER:	Architect, Engineer, Landscape Architect, Land Surveyor or any other person authorized by the R.I.G.L.'s and the Division of Planning and Development for the purpose of providing design services, supervision, quality control and project administration of the contract.
BIDDER:	An individual, partnership, or corporation submitting a bid for the Work.
BOND:	The approved form of surety, executed by the contractor and contractor's surety or sureties, guaranteeing complete performance of the contract and all supplemental agreements pertaining thereto and the payment of all legal debts pertaining to the construction of the project.
DIRECTOR:	The Director, Department of Environmental Management of the State of Rhode Island and Providence Plantations, or Director's designee.
OWNER:	The State, acting by and through its Department of Environmental Management, acting by and through its Director.
R.I.G.L.:	The Rhode Island General Laws, 1956, as amended.
STATE:	The State of Rhode Island and Providence Plantations, acting by and through any of its political subdivisions.
STATE PURCHASING AGENT: (CONTRACTING OFFICER)	The Director of Administration of the State of Rhode and Providence Plantations, acting by and through the State Purchasing Agent, or Purchasing Agent's designee.
SURETY:	The individual, partnership, or corporation with whom the contractor,

	executed the bond furnished by the contractor.
CORPORATE DISCLOSURE DOCUMENT:	An approved form provided by Office of Purchases, filled out by the Bidder and filed with Office of Purchases, and the Owner.
PLANNING & DEVELOPMENT:	The Division of Planning and Development of the Department of Environmental Management, State of Rhode Island and Providence Plantations, acting by and through the Chief, or Chief's designee.
PURCHASING OR PURCHASES	The Office of Purchases of the Department of Administration, State of Rhode Island and Providence Plantations.

1.2 CORRELATION AND INTENT OF THE CONTRACT

ADD 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities.

1. The Contract Agreement.
2. Addenda, with those of later date having precedence over those of earlier date.
3. The Supplementary Conditions.
4. The General Conditions of the Contract for Construction.
5. Specifications and Drawings.

In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's/Engineer's interpretation.

ARTICLE 2 OWNER

2.1 OWNER DEFINITION

See Article **1.1.9 BASIC DEFINITIONS, ADDITIONAL DEFINITIONS.**

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

OMIT Sub-paragraph **2.2.1** in entirety.

OMIT Sub-paragraph **2.2.5** and substitute the following:

2.2.5 The Contractor shall be furnished free of charge one compact disc of Drawings and Project Manuals in Adobe pdf digital file format. Additional materials shall be furnished at the cost of reproduction, postage and handling.

ARTICLE 3 CONTRACTOR

Add the following Subparagraph 3.2:

3.2.5 In case of an inconsistency between Drawings and specifications or within either Document not clarified by addendum, provide the better quality or greater quantity of Work in accordance with the Architect/Engineer's interpretation.

3.2.6 Omissions from the drawings and specifications of items obviously needed to properly perform the work, such as attachments, bolts, hangers, and other fastening devices shall not relieve the Contractor from furnishing and installing same. It shall be the duty of the Contractor to procure from the Architect/Engineer all necessary interpretations of the designs, drawings and specifications.

3.4 LABOR AND MATERIALS

ADD the following Subparagraphs **3.4.4** and **3.4.5** to **3.4**:

3.4.4 After the Contract has been executed, the Owner and the Architect/Engineer shall consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications).

3.4.5 By making requests for substitutions based on Subparagraph 3.4.3 above, the Contractor:

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's/Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

3.6 TAXES

ADD Sub-paragraph **3.6.1**

3.6.1 This project is exempt from State Sales Taxes. Contractor is to contact the Office of Purchases for the tax exempt number to be used.

ADD Sub-paragraph **3.6.2**

TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by Rhode Island General Laws Sec.44-1-6, three percent (3%) of the contract price will be withheld until the non-resident contractor has completed the substantive requirements of said Statute. See Article **13.1** of these Supplementary Conditions.

3.7 PERMITS, FEES AND NOTICES:

ADD Sub-paragraph **3.7.6**

3.7.6 The Contractor is to provide and pay for a State Building Permit.

ARTICLE 5 SUBCONTRACTORS

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

ADD Sub-paragraph **5.2.1.1**

5.2.1.1 Not later than 10 days after the date of commencement, the Contractor shall furnish in writing to the Owner through the Architect/Engineer the names of persons or entities proposed as manufacturers for each of the products identified in the General Requirements (Division 1 of the Specifications) and, the name of the installing Subcontractor.

5.2.1.1.1 The Architect/Engineer will promptly reply in writing to the Contractor stating whether the Owner or the Architect/Engineer, after due investigation, has reasonable objection to any such proposal. If adequate data on any proposed manufacturer or installer is not available, the Architect/Engineer may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Architect/Engineer to reply promptly shall constitute notice of reasonable objection. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.

ARTICLE 7 CHANGES IN THE WORK

Add the following sub-paragraphs to 7.1:

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

7.3 Construction Change Directives

7.3.7 In the first sentence, **DELETE** the words "an amount of overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amountt" and **SUBSTITUTE** "an allowance for overhead and profit in accordance with Sub-paragraphs **7.3.11.1** through **7.3.11.6** below."

ADD the following Subparagraph **7.3.11** to **7.3**:

7.3.11 In Subparagraph **7.3.7**, the allowance for the combined overhead and profit included in the total cost to the Owner shall not exceed the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, 15

Percent of the cost.

.2 For the Contractor, for Work performed by the Contractor's Subcontractor, 10 percent of the amount due the Subcontractor.

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 15 percent of the cost.

.4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 10 percent of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph **7.3.7.**

.6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over $ 500.00 be approved without such itemization. In no event shall the aggregate overhead and profit for the Contractor and all Sub-contractors and Sub-sub-contractors exceed twenty five percent (25%).

ARTICLE 8 TIME

8.1 Definitions

ADD the following Subparagraph 8.1.5 to 8.1:

8.1.5 Seasonally limited work may be scheduled for a separate date of substantial completion as mutually agreed upon.

8.2 Progress and Completion

ADD 8.2.4
8.2.4 The Contractor shall not work on Saturdays, Sundays or legal holidays without notifying the **OWNER** 48 hours in advance.

ARTICLE 9 PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

ADD the following Subparagraph 9.2.1:

9.2.1 Submit on AIA Documents G702 "Application and Certificate for Payment" and

G703 "Continuation Sheet." Before submission, review a draft copy with the Architect/Engineer for approval.

9.3 APPLICATION FOR PAYMENT

ADD the following to Sub-paragraph **9.3.1** Payment Review Process (Contractor's Request For Payment)

1. The **CONTRACTOR** shall review a draft Request For Payment with the **OWNER**'s on-site representative and incorporate any agreed upon changes.

2. The **CONTRACTOR** shall forward the Request For Payment to the **ARCHITECT/ENGINEER** as per the General Conditions and the Supplementary Conditions.

3. The **ARCHITECT/ENGINEER** shall forward approved requests to the Chief and Project Manager for approval. The processing of payments through the State System shall take a minimum of thirty (30) days.

9.3.1.1 OMIT existing paragraph and **ADD** the following: "All Requests For Payment for change order work must be accompanied by a duly executed copy of a Notice of Change in Purchase Order as issued by the Office of Purchases."

9.3.3. ADD the following: "Contractor's execution and certification of payment request in accordance with AIA Document G702 Application and Certificate for Payment shall certify that all property relating to the project is free and clear of liens, claims, security interests or encumbrances of Subcontractor(s), material suppliers, and any other parties".

ADD Sub-paragraph **9.3.4** "The Owner shall retain ten percent (10%) from each Request For Payment until fifty percent (50%) of the work is completed whereupon the retainage shall be reduced to five percent (5%).

9.4 CERTIFICATES FOR PAYMENT

ADD the following Subparagraph 9.4.3

9.4.3 The Architect/Engineer will process the second and subsequent Certificates for Payment only after receipt of: 1) Assurance that the contractor is maintaining "As-builts" and 2) Submittals of all product literature, material samples and color samples to the Architect/Engineer's office have been received.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2 SAFETY OF PERSONS AND PROPERTY

ADD: 10.2.4.1

10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner written notice of a minimum of 5 days and take necessary precautions to prevent unauthorized access.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.2 OMIT existing paragraph and **ADD** the following:

The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

WORKERS' COMPENSATION

(1) State:	Statutory
(2) Employer's Liability	$1,000,000
(3)Applicable Federal (e.g. Jones Act)	Statutory

COMPREHENSIVE GENERAL LIABILITY

(1) Bodily Injury (including completed operations and products liability):

$1,000,000.00	Each Occurrence
$1,000,000.00	Annual Aggregate

(2) Property Damage:

$1,000,000.00	Each Occurrence
$1,000,000.00	Annual Aggregate

Property Damage liability insurance will provide Explosion, Collapse and Underground coverage where applicable.

(3) Personal Injury, with employment exclusion deleted

$1,000,000.00 Annual Aggregate

COMPREHENSIVE AUTOMOBILE LIABILITY (TO INCLUDE OWNED, HIRED, AND NON-OWNER VEHICLES):

(1) Bodily Injury:

$500,000.00 Each Person

$1,000,000.00 Each Occurrence

(2) Property Damage:

$1,000,000.00 Each Occurrence

Note: Liability insurance must be provided by a firm licensed to do business in the State of Rhode Island.

ADD the following Clause 11.1.5:

11.1.5 All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the State of Rhode Island as stated herein.

11.2 Owner's Liability Insurance

CHANGE Subparagraph 11.2 to read:

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

11.3 PROPERTY INSURANCE

11.3.1 OMIT the existing paragraph in its entirety and **ADD** the following:

Contractor shall purchase and maintain until final payment, property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of Owner, Contractor, and Subcontractors in the Work (all of whom shall be listed as insured or additional insured parties), shall insure against the perils of fire and extend coverage, shall include "all-risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse, and water damage, and such other perils as may be provided in these Supplementary Conditions, and shall include damages, losses, and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals). If not covered under the "all-risk" insurance or

otherwise provided in these Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment. Furthermore, all the policies of insurance required to be purchased and maintained by Contractor in accordance with this section must contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least thirty days prior written notice has been given to the Owner by certified mail.

Note: Property insurance must be provided by a firm licensed to do business in the State of Rhode Island.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW
ADD 13.1.1 through 13.1.9
13.1.1 THE FOLLOWING APPLICABLE STATE LAWS ARE INCLUDED FOR REFERENCE:

THE GENERAL LAWS OF RHODE ISLAND, 1956; TITLE 37, CHAPTER 26:..Section 5 of Chapter 26, Title 28 of the General Laws of Rhode Island, 1956, entitled, "License Required for Operation of Hoisting Machinery - Public Contracts."

28-26-5. No person shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane excavator, of five horsepower or more without obtaining a license to do so as provided in this chapter. No user or agent of a user of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided by this chapter.

Every contract in the construction of public works by the State or by any city or town, or by persons contracting therewith for such construction, shall contain a clause embodying the provisions or this section.

THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 12

R.I.G.L. Title 37, Chapter 12, entitled, Contractors' Bonds" read as follows:

CHAPTER 12

CONTRACTORS' BONDS

37-12-1. Contractors required to give bond -- Terms and conditions. -- Every person (which word for the purposes of this chapter shall include a copartnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the

Department of Transportation or by the Department of Administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of five hundred dollars ($500), or for a contract for the construction, improvement, completion or repair of any public building, or portion thereof, shall be required to furnish to the respective department a bond of such person to the State, with good and sufficient surety or sureties (hereafter in this chapter referred to as surety), acceptable to the respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors, shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State, the respective department, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract, and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work; and the bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Provide, however, that for good cause shown, the director of the Department of Administration may waive the requirements of this section for contracts not in excess of fifty thousand dollars ($50,000).

37-12.1-1. Definition of terms. -- Terms used in this chapter shall be construed a follows:

(a) "Designers", means any person, firm or corporation duly authorized pursuant to the laws of this state to engage in the practice of architecture and/or engineering within this state.

(b) "Public works contract" means a contract to perform design or planning services by a designer with the state or any agency or governmental subdivisions thereof.

(c) "Retained earnings" means any moneys or earned estimates withheld from a designer pursuant to the terms of a public works contract.

37-12.1-2. Substitution of security for retained earnings by designers. -- Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

(1) United States treasury bonds, United States treasury notes, United States treasury

certificates of indebtedness, or United States treasury bills, or
(2) Bonds or notes of the state of Rhode Island; or
(3) Bonds of any political subdivision of the state of Rhode Island. With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the same when and as collected to the designer depositing such securities. If the security is in the form of coupon as it matures to the designer.

37-12.1-3. Deduction from retained earnings. -- In the event that pursuant to the terms of public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter form the proceeds of the sale of any securities deposited or from the income earned on such securities, whichever is applicable.

37-12.1-4. Endorsement on securities. -- All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter.

37-12.15. Applicability. -- This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16, 1991].

37-12-2. Rights of persons furnishing labor and materials. -- Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for tin the contract, in respect of which a payment bond is furnished under section 37-12-1, and who has not paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for a claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgement for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office or conducts his or her business, or his or her residence.

37-12-3. Remedies of creditors and state -- Priority of claims. -- The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol, and in any suit brought on the bond, the rights of the state shall be prior to those of all creditors; the rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among other creditors under the

bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought, as hereafter provided in this chapter, by any person claiming to be a creditor under the bond.

37-12-4. Intervention by creditor in suit brought by state. -- Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond, and by so intervening may have the rights to the person adjudicated in the suit.

37-12-5. Time limitation on creditors' actions. -- No suit instituted under section 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under section 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section

37-12-6. Intervention in suit brought by creditor -- Consolidation of suits. -- When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit.

37-12-7. Notice of pendency of suit -- In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearance in the suit and, in addition to the notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

37-12-8. Certified copies of documents. -- Any person claiming to be a creditor under the bond and having filed a claim with the respective department, in accordance with the requirements of section 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal, plans and specifications, and of the bond.

37-12-9. Payment into court by surety -- Discharge. -- The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto

under the decree of the court, the penal sum named in the bond less any amount which the surety may have paid to the state in satisfaction of the liability of the surety to the state under the bond, and then shall be entitled to be discharged from all further liability under the bond.

37-12-10. Retainers relating to contracts for public works or sewer or water main construction. (a) Upon substantial completion of work required by a contract with any municipally, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in section 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. In the case of periodic payments, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties.

(b) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason including a dispute, which, if resolved and it is not the fault of the contractor, then the 10% will not be assessed unless the dispute is resolved to have been the fault of the contractor or subcontractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The five percent (5%) retained shall be paid to any contractor or subcontractor within ninety (90) day of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

(d) There shall also be deducted and retained from the contract price an additional sum sufficient to pay the estimated cost of municipal police traffic control on any public works project. Municipalities shall directly pay the officers working traffic details and shall bill and be reimbursed by the withholding authority for which the contract is being performed every thirty (30) days until the project is complete.

37-12-11. Substitution of securities for retained earnings. -- Where any public works contract as defined by section 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general treasurer (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills, or (2) bonds or notes of the state of Rhode Island, or (3) bonds of any political subdivision of the state of Rhode Island. No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the same, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be deducted, first for that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the

contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.

THE RHODE ISLAND GENERAL LAWS TITLE 37, CHAPTER 13

R.I.G.L. Title 37, Chapter 13, entitled, "Labor and Payment of Debts by Contractors," read as follows:

CHAPTER 13

LABOR AND PAYMENT OF DEBTS OF CONTRACTORS

37-13-1. Public Works Defined --- "Public Works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof or any heavy construction, or any public works projects of any nature or kind whatsoever.

37-13-2. "Contractor" defined --- Information required. The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skill, ability and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to such qualifications shall be submitted in such form to the awarding authority and the Director of Labor as the Director of Labor shall require. The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to so.

37-13-3. Contractors subject to provisions --- Weekly payment of employees. -- All Contractors who have been awarded contracts for public works by an awarding agency or authority of the State or of any city, town, committee, or by any person or persons therein, in which State or municipal funds are used and of which the contract price shall be in excess or One Thousand Dollars ($1,000.00) whether payable at the time of the signing of the contract or at a later date, and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive and section 37-13-16.

37-13-4. Provisions applicable to public works contracts --- List of subcontractors. --- All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority", in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 to 37-13-14, inclusive, and section 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority, a list of his subcontractors of any part or all of the work. Such list shall be submitted in such manner or form as the proper authority shall uniformly

require from contractors in all public works.

37-13-5. Payment for trucking or materials furnished -- Withholding of sums due. --A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of such contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the State having supervision of the contract, that the obligation or charge has not been paid by the Contractor or subcontractor, the proper authority may deduct or hold for a period not exceeding sixty (60) days, from sums of money due to the Contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonably for trucking performed or materials furnished for the public works.

37-13-6. Ascertainment of prevailing rate of wages and other payments. --- Specification of rate in call for bids and in contract --- Before awarding any contract for public works to be done, the proper authority shall ascertain from the Director of Labor the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of the employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of workman needed to execute the contract for public works, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to such welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of worker needed to execute the contract or work.

37-13-7. Specification in contract of amount and frequency of payment of wages. -- (a) Every call for bids for every Contract in excess of One-Thousand Dollars ($1,000), to which the State of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees, shall contain a provisions stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the Director of Labor to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at the time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be

posted by the contractor in a prominent and easily accessible place at the site of work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractor, or their agents.

(b) The term "wages," "scale of wages", "wages rates, "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provided any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits: provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of Director of Labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (2) (b), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in subsection (b) (1)plus the amount referred to in subsection (b) (2).

(c) The term "employees," as used in this section, shall include employees of contractor or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs and laborers engaged in the transportation of gravel or fill to the site of public works or the transportation or removal of gravel or fill from the site of public works or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsection (a) and (b).

37-13-8. Determination and schedule of prevailing wages -- Filing of schedule. --The Director of Labor shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in section 37-13-7, paid in the trade or occupation in the city, town, village or other appropriate political subdivision of the State and keep a schedule on file in his office of such customary prevailing rates of wages and payments made or on behalf of such employees which shall be open to the public inspection. In making such determination, the Director of Labor may adopt and use such appropriate and applicable prevailing wage rate determination as have been made by the Secretary of Labor of the United States of America in accordance with (40 USC section 276 a) commonly referred to as the Davis-Bacon Act, as

amended.

37-13-9. Statutory provisions included in contracts. -- A copy of section 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the State or any city, town, person or persons in their behalf in which state or municipal funds are used in the contract price be in excess of One Thousand Dollars ($1,000.00).

37-13-10. Overtime compensation. -- Labor performed under the provisions of Sections 37-13-1 to 37-13-16, inclusive, during the period of forty (40) hours in any one (1) week during the period of eight (8) hours in any one (a) day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one (1) week greater than the number of hours of forty (40) hours or in any one (1) day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the Director of Labor has determined in the investigation provided for in sections 37-13-7 and 37-13-8, that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of workman needed to execute the work other than hours worked in any one (1) week greater than the number of forty (40) or in hours worked in any one (1) day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for such work and the prevailing rate of overtime wages shall be paid for such work in excess of the legal workday or week, as the case may be.

37-13-11. Posting of prevailing wage rates. -- Each contractor awarded a contract for public works with a contract price in excess of One Thousand Dollars ($1,000), and each subcontractor who performs the work on such public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rates of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in sections 37-13-6 and 37-13-7. Posters shall be furnished to contractors and subcontractors by the Director of Labor, who shall determine the size and content thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor one hundred dollars ($100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city or town or any agency thereof until the Director of Labor has prepared and delivered such posters to the Division of Purchases, if the State or any agency thereof is the proper authority, or to the city or town or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

37-13-12. Wage records of contractors. -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars ($1,000) for public works, and each subcontractor who performs work on such public works, shall keep an accurate record showing the name, occupation and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contractor or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the

wage records and seeing that all provisions of this chapter are complied with.

37-13-12.1. Obstruction of enforcement. -- Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

37-13-12.2. Subpoena powers. -- the director and his or her authorized representatives shall have the power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

37-13-12.3. Compelling obedience to subpoenas. -- In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

37-13-12.4. Penalty for violations. -- Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than fifty dollars ($50) nor more than one hundred dollars ($100) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both such fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

37-13-13. Furnishing payroll record to Director of Labor. -- Each contractor awarded a contract with a contract price in excess of One Thousand Dollars ($1,000) for public works, and each subcontractor who performs work on such public works, shall furnish a certified copy of his payroll record of his or her employees employed upon such public works to the Director of Labor on a weekly basis, for the preceding week. The Director of Labor may promulgate reasonable rules and regulations to enforce the provisions of this section. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the Director of Labor One Hundred Dollars ($100) for each calendar day of noncompliance as determined by the Director of Labor.

37-13-13.1. Audits of wage records of out-of-state contractors and subcontractors. -- Out-of-state contractors or subcontractors who perform work on public works in this state authorize the director of labor to conduct wage hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

37-13-14. Contractor's bond. -- (a) The state or any city, town, agency or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of five thousand dollars ($5,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the

payment for labor performed and material furnished in connection therewith, such bond to contain the terms and conditions set forth in Chapter 12 of this title, and to be subject to the provisions of that chapter.

(b) Provided, however, that for good cause shown in state public works contracts, the director of the department of administration may waive the requirements of this section in regards to materials furnished only for contracts not in excess of fifty thousand dollars ($50,000).

37-13-14.1. Enforcement -- Hearings. -- (a) Before issuing an order or determination, the director of labor shall order a hearing thereon at a time and place to specified, and shall give notice thereof, together with a copy of such complaint or the purpose thereof, or a statement of the facts disclosed upon such investigation, which notice shall be served personally or by mail or any person, firm or corporation affected thereby; such person, firm or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in such notice, which time shall be not less than five (5) days form the service of the notice personally or by mail. said hearing shall be held within ten (10) days from the order of hearing. The hearing shall be conducted by the director of labor or his or her designee. the hearing officer in such hearing shall be deemed to be acting in a judicial capacity, and shall have the right to issue subpoenas, administer oaths and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by the Rhode Island civil practice law and rules. Such hearing shall be expeditiously conducted and upon such hearing the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of such order, with a notice of the filing thereof, upon the parties to such proceeding, personally or by mail. Such order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve percent (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party.

(b) In addition to directing payment of wages or supplements including interest found to be due, such order shall also require payment of a further sum as a civil penalty in an amount equal to three times the total amount found to be due. Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to said employee in violation of thereof exceeds five thousand dollars ($5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general, such misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined not more than one thousand dollars ($1,000). In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with record keeping or other nonwage requirements. the surety of the person, firm or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm or corporation. the penalty shall be paid to the department of labor for deposit in the state treasury; provided, however, it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein. There is hereby appropriated to the annual budget of the department of labor the amount of the fund collected annually under this section, to be used at the direction of the director of labor for the

sole purpose of enforcing prevailing wage rates as provided in chapter 13 of this title.

(c) For the purpose of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm or corporation, whether such violation is continuous or intermittent, shall constitute a separate and succeeding violation.

(d) In addition to the above, any person, firm or corporation found in willful violation of any of the provisions of this chapter by the director of labor, an awarding authority, or the hearing officer, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer. Once a person, firm or corporation is found to be in violation of this chapter, all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked.

(e) In addition to the above, any person, firm or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of sixty (60) months from the date of the second violation.

(f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court.

(g) The director of labor, awarding authority or hearing officer shall notify the bonding company of any person, firm or corporation suspected of violating any section of this chapter. such notice shall be mailed certified mail, and shall enumerate the alleged violations being investigated.

(h) In addition to the above, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. Such false or fraudulent representation shall be considered a misdemeanor, said misdemeanor shall be punishable for a period of not more than one (1) year in prison and/or fined one thousand dollars ($1,000). Further, any person, firm or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor in an amount of no less than two thousand dollars ($2,000) and not greater than fifteen thousand dollars ($15,000) per representation.

37-13-15. Review. -- (a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of such appeals board shall serve without compensation. the members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities: one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a

term of two (2) years and one (1) for a term of three (3) years.

(b) Any person aggrieved by any action taken by the director of labor or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. Such petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor or designated hearing officer. the petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

(1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;

(2) Any person who is required to be paid wages for his or her labor or on behalf payments are required to be paid to funds, as provided by this chapter;

(3) The lawful collective bargaining representative of a person defined in subdivision (2) above;

(4) A trade association of which a person defined in subdivision (1) above is a member;

(5) A proper authority as defined in this chapter;

(6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or she is a member, and

(7) A labor organization which has one or more written collective bargaining agreements with one or more employees or a trade association which sets forth the hours, wages and working conditions of a craft, mechanic, teamster or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor or the hearing officer.

(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court of Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief and the petition shall follow the course of and be subject to the procedures for causes filed in the court.

(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence.

37-13-16. Termination of work on failure to pay agreed wages -- Completion of work. -- Every contract within the scope of this chapter of this title shall contain the further provision that in the event it is found by the director of labor that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

37-13.1-1. Suits allowed -- Jurisdiction -- Statute of limitations -- Procedure. -- Any person, firm or corporation which is awarded a contract subsequent to July 1, 1977 with the State of Rhode Island, acting through any of its departments, commissions, or other agencies, for the design, construction, repair, or alteration of any state highway, bridge, or public works other than those contracts which are covered by the public works arbitration act may, in the event of any disrupted claims under the contract, bring an action against the State of Rhode Island in the superior court for Providence county for the purpose of having such claims determined, provided notice of the general nature of such claims shall have been given in writing to the department administering the contract in accordance with the contract specifications set forth for the specific contract. No action shall be brought under this section later than one (1) year from the date of such acceptance of the work by the agency head as so evidenced; provided, however, that no action shall be brought under this section on any contract awarded prior to July 1, 1977. Acceptance of an amount offered as final payment shall preclude any person, firm, or corporation from bringing a claim under this section. The action shall be tried to the court without a jury. All legal defenses except governmental immunity shall be reserved to the state. Any action brought under this section shall be privileged in respect to assignment for trial upon motion of either party.

GENERAL WAGE RATES ARE AVAILABLE ON-LINE

Prevailing wage rates and Davis-Bacon Wage Determination Reference Materials as issued by the Rhode Island Department of Labor are available on line at http://www.purchasing.state.ri.us/info.htm. It is advisable to print only the pages applicable to this bid: the rates active on the Rhode Island Vendor Information Program's bid solicitation date for this project are applicable for the duration of the contract resulting from this bid.

13.1.2 PUBLIC LAW - CHAPTER 5-6-2; WORK FOR WHICH LICENSE REQUIRED:

No person, firm or corporation shall enter into, engage in, or work at the business of installing wire, conduits apparatus, fixtures and other appliances for carrying or using electricity for light, heat or power purposes, unless such person, firm or corporation shall have received a license and a certificate therefore issued by the State Board of Examiner of Electricians.

13.1.3 OTHER LICENSES:

Other trades, i.e., plumbing, Individual Sewage Disposal System installation, pipe fitting and refrigeration and others shall be performed by licensed individuals as required by public law.

13.1.4 TAXES WITHHELD - NON-RESIDENT CONTRACTORS AND SUBCONTRACTORS

NOTICE: As required by the Rhode Island General Laws 44-1-6, three percent (3%) of the contract price will be withheld until the nonresident contractor has completed the substantive requirements of said Statute as follows:

44-1-6. Additional collection powers - Nonresident contractors. -- (a) Any person doing

business with a nonresident contractor shall withhold payment of an amount of three percent (3%) of the contract price until thirty (30) days after said contractor has completed his contract and has requested the tax administrator, in writing, to audit his records for the particular project, a receipted copy of such request to be furnished to the person holding the funds. The tax administrator shall within thirty (30) days after receipt of the request, furnish to said nonresident contractor and to the person holding the funds either a certificate of sales and use tax or income tax withheld, or both, due from the nonresident contractor.

Upon receipt of no tax due, the person holding such payment may pay the nonresident contractor the same. Upon receipt of a certificate of taxes due, he may pay to said contractor out of such amount withhold the excess over the amount of taxes set forth in the certificate together with the interest and penalties the assessed. If the tax administrator furnished neither certificate to both parties within thirty (30) days after receipt of a written request for the making of the audit, the person holding such payment may forthwith pay the payment withheld to the nonresident contractor under the terms of the contract free form any claims of the tax administrator against either the person holding such payment or the nonresident contractor for payment of sales or use taxes or income taxes withheld, or both.

In the event the tax administrator shall serve upon said contractor and the person holding such payment a certificate showing the taxes due within such thirty (30) day period, the person holding such payment shall deposit with the tax administrator the amount set forth in the certificate which is not in excess of three percent (3%) of such contract price, taking a receipt for the same, and shall thereupon be free from any claim of the nonresident contractor for such amount or of the tax administrator for sales and use taxes or income taxes withheld, or both, arising out of the materials, equipment and service used in performance of the contact of the nonresident contractor on that project.

(b) As used in this section, a nonresident contractor is one who does not maintain a regular place of business in this State. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse or other space in this State at which the taxpayer is doing business in its own name in a regular and systematic manner, and which is continuously maintained, occupied and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business.

13.1.5 CERTIFICATION OF NON-SEGREGATED FACILITIES

13.1.5.1 Notice to Prospective Federally-Assisted Construction Contractors

A. Certification of Nonsegregated Facilities, as required by the May 9, 1967 order (32F.R.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of federally-assisted construction contracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause.

B. Contractors receiving federally-assisted construction contract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

13.1.5.2 Notice to Prospective Subcontractors of Requirement for Certification of Non-Segregated Facilities

A. A Certification of Nonsegregated Facilities as required by the May 9, 1967 order (32F.R.7439, May 19, 1967) on elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of the subcontract exceeding $10,000 which is not exempt form the provisions of the Equal Opportunity clause.

B. Contractors receiving subcontract awards exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed $10,000 and are not exempt from the provisions of the Equal Opportunity clause.

13.1.6 OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) OF APRIL 28, 1971

The Contractor shall comply with all applicable OSHA regulations.

13.1.7 COPELAND ANTI-KICK BACK LAW

All provisions of the Copeland Anti-Kick Back Law shall apply to this contract.

13.1.8 CLEAN AIR

All provisions of the 1970 Clean Air Act shall apply to contracts in excess of $100,000.

13.1.9 BIDDERS CERTIFICATION RHODE ISLAND PLAN

A. All general contractors involved in projects exceeding $10,000 and their subcontractors whose work exceeds $10,000 are required to fill out and comply with the requirements set forth in Rhode Island Plan contained herein.

B. Any work which is subject to the bid conditions that are performed in a year later than the latest year for which goals of minority utilization were established will be subject to the goals shown for the last year of the bid conditions.

ARTICLE 14 TERMINATION OF SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

ADD Sub-paragraph **14.2.1**(The Owner may terminate the contract if the Contractor)

.5 cancels or receives notice of cancellation of any insurance required under the contract.

END OF SECTION 00800

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM/MINORITY EMPLOYMENT AND EEO COMPLIANCE

A. The Contractor must agree and certify, unless otherwise exempt, that the Contractor is in compliance with the applicable requirements of Federal Executive Order No. 11246, as amended, State of Rhode Island Executive Order No. 85-11, and other regulations as issued by the State Purchasing Agent, or will take steps to comply with such requirements prior to acceptance of any order from the State.

B. The Department of Administration, Rhode Island State Equal Opportunity Office, General Contract Compliance Certificate and Agreement shall a part of, and be deemed incorporated in, each contract exceeding $10,000. Failure to comply will be considered a substantial breach of the contract.

C. All bidders shall comply with the contents and requirements of 41 C.F.R. Part 60-4, goals and timetables for female and minority participation in the construction industry, which were published in the Federal Register, Vol. 43. No. 68, Friday, April 7, 1978. (Subsequent additions and corrections were published May 2, 1978).

END OF SECTION 00830

SECTION 00840 - PREVAILING WAGE

PREVAILING WAGE RATES AND DAVIS BACON WAGE DETERMINATION REFERENCE MATERIALS

Prevailing wage rates and Davis Bacon Wage Determination Reference Materials are available online at the State Purchasing Website at www.purchasing.ri.gov. It is advisable to print only the pages applicable to this bid; the rates active on the bid issuance date for this project are applicable for the duration of the contract resulting from this bid.

END OF SECTION 00840

SECTION 00850 - LIST OF DRAWINGS

PART 1 - GENERAL

1.01 REFERENCE

A. The drawings hereinafter listed represent an integral part of the contract documents. They should not be considered as a separate entity as they, along with the technical specifications, form a process of disseminating information required to perform the work of this project.

1.02 SCHEDULE

A. The following schedule indicates the drawings of this contract. The manner of listing and respective order are for convenience only and do not obligate the Contractor to perform the work in any specific sequence. The work indicated on each drawing should not be construed as specific work for a specific trade, subcontractor or supplier.

B. Schedule of Drawings dated October xx, 2017

LIST OF DRAWINGS:

COVER SHEET

ARCHITECTURAL:

A0.1 GENERAL NOTES, DEMOLITION REFLECTED CEILING PLANS
A1.0 BASEMENT PHOTOS
A1.1 FIRST FLOOR PHOTOS
A2.1 BASEMENT REFLECTED CEILING PLAN
A2.2 FIRST FLOOR REFLECTED CEILING PLAN

END OF SECTION 00850

SECTION 01005 - ADMINISTRATIVE PROVISIONS

PART 1 - GENERAL

1.00 GENERAL REFERENCE

A. The General Conditions, Supplementary General Conditions and Division 1 of these specifications are hereby included as part of this section.

1.01 REQUIREMENTS INCLUDED

A. Title of Work, and type of Contract.

B. Contractor Use of Premises.

C. Applications for Payment

D. Reference Standards.

E. Cutting and Patching

1. Requirements and limitations for cutting and patching of Work

F. Supervision

G. Miscellaneous Administrative Items

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work of this Contract comprises general construction as required for new campground facility, mechanical, electrical, and plumbing, site work, and associated utility work.

B. The contractor must provide all material, labor, tools, plant, supplies, equipment, transportation, superintendence, temporary construction of every nature and all other services and facilities necessary to complete the construction for the Owner, including all incidental work as required or described in the contract documents. Cost of parking is to be included in the cost of work.

C. The following codes have been referenced for this project:

1. International Building Code: 2006 (adopted as RI Building Code)

2. RI Fire Laws & Rules Annotated: 2007 - 2008

3. NFPA 1 Uniform Fire Code: 2003

4. NFPA 101 Life Safety Code: 2003

5. ANSI A117.1: 2003 (Accessible & Usable Buildings & Facilities)

6. RI State Energy Conservation Code: 2006 (Incorporates the International Energy Conservation Code)

1.03 CONTRACT METHOD

A. Construction of the Work under single lump sum contract.

B. Items noted "NIC" (Not In Contract) and other items as indicated will be furnished and installed by Owner.

1.04 APPLICATIONS FOR PAYMENT

A. Submit five copies of each application under procedures of Section 01300 on AIA G702 - Application and Certificate for Payment.

B. Content and Format: That specified for Schedule of Values in Section 01300.

C. Contractor shall refer to General Conditions for additional requirements.

1.05 CONTRACTOR USE OF PREMISES

A. Limit use of premises for Work and for construction operations, to allow for work by other Contractors and the Owner.

B. Limit access to and use of site as directed by Owner.

C. The Contractor is responsible for maintaining emergency egress from the existing building, particularly associated with the construction of the new addition. All requirements for maintaining this egress as directed by the Architect, Building Inspector, Fire Chief and Owner are to be maintained.

D. Contractor’s parking to be arranged and located as directed by the Owner.

E. The Contractor is responsible for providing temporary office (Trailer), all utilities required for construction including temporary electrical, temporary heat, telephone, water and sanitary facilities. Arrange with the Owner and the Utility Company for a time when service is to be interrupted, where necessary, to make connections for temporary services. Provide adequate capacity for each stage of construction. Use charges for temporary facilities are not chargeable to the Owner or the Architect and will not be accepted as a basis of claims for a Change Order.

H. The Owner will provide electrical power and water for the construction of the Project. The Contractor is responsible for all connections and metering of utility used for construction purposed provided by Owner.

1.06 JOB SAFETY AND ACCIDENT PREVENTION

A. All construction work on this project must be performed in compliance with the Occupational Safety and Health Act of 1970 or with local or State occupational safety and health regulations enforced by an agency of the locality or State under a plan approved by the U.S. Department of Labor Occupational Safety and Health Administration (OSHA)

1. All contractors and subcontractors shall comply with requirements of the Occupational Safety and Health Act of 1970 or revisions thereto, which are applicable during the term of this contract and hold the Owner and/or their agents harmless from any claim or loss that may result from violations of or claims under this act.

1.07 REFERENCE STANDARDS

A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

B. The date of the standard is that in effect as of date of Contract Documents, except when a specific date is specified. If governing codes reference standard date then code reference date shall be in effect.

C. Obtain copies of standards when required by Contract Documents. Maintain copy at job site during progress of the specific work.

1.08 CUTTING AND PATCHING

A. Submit written request in advance of cutting or alteration which affects:

1. Structural integrity of any element of Project.
2. Integrity of weather-exposed or moisture-resistant element.
3. Efficiency, maintenance, or safety of any operational element.
4. Visual qualities of sight exposed elements.

1.09 EXISTING UTILITIES AND STRUCTURES

A. Contractor shall be responsible for damages to any utility piping, drains, sewers, electrical wiring and conduits, buildings and other structures that may be met within the prosecution of the work. Contractor shall be liable for any damages to items resulting from work of this Contract. To include injury or damages caused by Subcontractors, sub-subcontractors and material manufacturers.

B. Shore or sling in place and prevent any damage to above mentioned items.

1.10 SUPERINTENDENCE OF SUBCONTRACTORS

A. The contractor must supervise his own work crews and subcontractors in accordance with the provisions of Contract.

1.11 COORDINATION

A. Prior to commencement of subcontract work, a designated representative of each subcontractor shall meet with project superintendent and Owner at the site to discuss requirements and scope of Work.

B. The Contractor and all subcontractors will be required to attend a preconstruction conference at a date and time set by the Owner.

1.12 BEHAVIOR OF PERSONNEL

A. If in the opinion of the Owner, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with work site environment, including smoking, drinking, drugs or inappropriate clothing or language, said employee may be required to leave property and may be refused re-admittance.

B. The Contractor is to enforce a “Smoke Free Policy” throughout the project and any employee violating this policy will be subject to immediate dismissal. The Contractor’s employees are to be informed that loud noises and irritating odors will not be tolerated.

1.13 SUBSTITUTIONS

A. In all cases where a proprietary designation is used in connection with materials or articles to be furnished under this contract and the phrase "or equal" is not used, the Contractor shall furnish the specified item, unless a written request for a substitute has been submitted by the Contractor and reviewed by the Owner to his satisfaction.

B. See Section 01600 for additional requirements and Contractor responsibility relating to substitutions. Specifically, subparagraphs relating to speculative substitutions and additional liabilities.

1.14 CODES, RULES AND REGULATIONS

A. All work is to be in accord with the latest requirements of:

1. Federal State and Municipal Laws
2. Rhode Island Building and Fire Code
3. National Plumbing Code
4. Any prevailing rules, regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.

B. Reference in Specifications or Drawings shall mean and intend the latest edition of such, as published at date of submission of bids.
AASHO American Assoc. of State Highway Officials

C. Nothing in the Specification or Drawings is to be construed to allow work not in accord with the above requirements. When requirements shown or specified are less than those in the codes listed above, the Contractor is to furnish and/or install the larger size or higher standard without extra cost to the Owner.

1.15 DRAWINGS AND SPECIFICATIONS

A. All work drawn on Plans and not specified or all work specified and not drawn are part of Contract Work required to be done and are to be executed as fully as if described in both of these ways. Only work specifically noted in the following manner shall be considered as not being in the contract:

".....by Owner".
".....NIC (Not In Contract)".

B. If, after examination of Contract Drawings and Specifications, or after a visit to the premises, any discrepancies, omissions, ambiguities, or conflicts are found in contract documents or there is doubt as to their meaning, Owner is to be notified at the earliest possible date. Where information sought is not clearly indicated or specified, the Owner will issue addendum to the Contractor clarifying conditions. This addendum will become part of the Contract Documents. The Owner will not be responsible for any oral instructions.

C. If there are two ways and/or instruction in drawings and/or specifications, it shall be assumed that the Contractor has based his base bid price on the most expensive way.

D. If duplication is shown on drawings and/or specifications of work by more than one trade, Owner shall determine which trade shall do work and rebate shall be due from the other trades to Owner.

E. Drawings DO NOT include any necessary components for construction safety.

F. In all work shown on Drawings, figured dimensions are to be followed in all cases, though they may differ from scaled measurements. Before beginning the work, Contractor is to check through and verify all dimensions and call to the attention of the Owner any apparent or manifest discrepancy.

1. Contractor shall verify all dimensions with existing and actual field conditions. The Contractor is to verify existing changes in floor elevations in the various areas.
2.

1.16 MANUFACTURER'S DIRECTIONS

A. Manufactured articles, materials, equipment, applied, installed, connected, erected, used, cleaned, conditioned in accordance with manufacturer's printed directions unless specified to contrary.

B. If there is a conflict between the Contract Documents and manufacturer's directions, the Contractor shall notify the Owner in writing. Contractor shall not proceed with work until Owner has reviewed the conflicting data and provide the Contractor with a decision on which specification to follow.

1.17 GENERAL SPECIFICATION NOTE

A. The paragraph entitled "WORK INCLUDED" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what is included in the section.

B. The paragraph entitled "RELATED WORK" in each section of the technical section shall be considered general in nature and NOT all inclusive. The intent of the paragraph is to provide a general guide of what work is related to work included in this section.

1.18 WORKING HOURS

A. In no case shall Contractor or any Subcontractor perform any work on project, except those hours listed below without in each instance, notifying the Owner's Representative in order that he may be present to assist during work. This shall not be interpreted as a measure to prevent the Contractor from working "overtime" under any circumstances, but merely to insure that the Owner's Representative may have the opportunity to be on hand to assist the Contractor, as may be required, to interpret Contract Documents, Plans or Specifications and to insure that construction operations will not interfere with Owner's Operations. Working Hours are 7:30am to 5:00pm Monday through Friday.

B. If found necessary to reach a proper stopping place in any portion of the work, or to complete work within the Contract time limit, the Contractor shall work his forces and forces of his Subcontractors overtime without addition to the Contract Price. The Contractor shall insure that installation of Work under any subcontract does not interfere with nor delay progress of the building work, nor with progress of any independent contracts running concurrently.

1.19 GENERAL WORK SEQUENCE and SCHEDULING REQUIREMENTS

1.20 PROJECT MEETINGS

A. Preconstruction Conferences

1. Owner shall administer preconstruction conference for execution of Owner-Contractor Agreement and exchange of preliminary submittals.

2. Owner shall administer site mobilization conference at Project site for clarification of Owner and Contractor responsibilities in use of site and for review of administrative procedures.

B. Progress Meetings

1. Contractor will schedule and administer project meetings throughout progress of the Work at weekly intervals or as may be required.

2. Contractor shall make physical arrangements for meetings. Contractor shall be responsible for recording meeting minutes and distribution to all concerned parties. Minutes shall be typed and distributed within two working days of the meeting.

3. Attendance: Contractor, job superintendent, major subcontractors and suppliers; Owner's Representative and others as appropriate to agenda topics for each meeting.

C. Pre-Installation Conferences

1. When required in individual specification Section, Contractor shall convene a pre-installation conference prior to commencing work of the Section.

1.21 GENERAL SUBMITTAL PROCEDURES

A. Transmit each submittal with AIA Form G810 or Owner accepted form.

B. Contractor Review:

1. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents. CONTRACTOR'S FAILURE TO REVIEW AND APPROVE SUBMITTALS PRIOR TO SUBMISSION TO THE OWNER WILL BE REASON FOR OWNER'S REJECTION OF SUBMITTAL.

2. Coordinate submittals with requirements of Work and of Contract Documents.

3. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

C. Schedule submittals to expedite the Project, and deliver to Owner at business address.

1. Transmit submittals in accordance with approved Progress Schedule and in such sequence to avoid delay in the Work or work of other contracts. Failure to do so will not justify an extension in contract time.
2. Coordinate submittals into logical groupings to facilitate interrelation of the several items.

D. Revise and resubmit submittals as required, identify all changes made since previous submittal. Failure to do so will be reason to reject submittal.

1.22 CONTRACTOR QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.26 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification Sections.

1.27 SECURITY

A. Provide security and facilities to protect Work from unauthorized entry, vandalism, or theft.

B. If requested by the Owner, the Contractor will furnish a written security plan for Owner’s approval.

C. Contractor shall keep all unauthorized visitors off construction site by such legal/approved means as he selects.

1.29 PROGRESS CLEANING AND JANITORIAL SERVICES

A. The contractor must furnish daily cleaning services for the project site and must perform any required maintenance of facilities and grounds deemed necessary by the Owner's Representative during the entire term of the contract. Toilet facilities must be kept clean and sanitary at all times. Services must be performed at such a time and in such a manner as to least interfere with the operations. Services must be performed to the satisfaction of the Owner's Representative. The contractor must provide daily trash collection and cleanup of the buildings and adjacent outside areas, and disposal of all discarded debris in a manner approved by the Owner's Representative. No separate payment may be made for these contractor-furnished services; all costs are incidental to the contract.

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

C. Maintain premises and properties free from accumulation of waste, debris and rubbish caused by operations.

D. Remove all debris from the job site on a regular basis. Do not allow trash and debris to accumulate or remain on the site for longer than 48 hours.

1.30 TEMPORARY FIRE PROTECTION

A. The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations regarding fire protection made by the Owner's Representatives or by the local fire chief or fire marshal.

B. As a minimum temporary fire protection shall be IAW NFPA 241-1980, unless more stringent requirements are required by proceeding paragraphs.

1.33 TEMPORARY CONTROLS

A. Dust Control:

1. The contractor must keep permanent access roads, waste areas and all other work areas within or outside the project boundaries free from the dust that would cause the standards of air pollution to be exceeded or that would cause a hazard or nuisance to others. Dust must be controlled as the work proceeds and whenever a dust nuisance or hazard occurs. No separate or direct payment is made for dust control, and its cost is considered incidental to and included in the contract price.

B. Hazards Control:

1. Store volatile wastes in covered metal containers and remove from premises daily.
2. Prevent accumulation of wastes which create hazardous conditions.
3. Provide adequate ventilation during use of volatile or noxious s substances.

C. Cleaning and Disposal

1. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
2. Do not burn or bury rubbish and waste materials on project site.
3. Do not dispose of volatile wastes in storm or sanitary drain.
4. Do not dispose of wastes into streams or waterways.
5. Maintain cleaning until project, or portion thereof, is occupied by Owner.

PART 3 EXECUTION

3.01 EXAMINATION

A. Inspect existing conditions prior to commencing Work, including elements subject to damage or movement during excavation.

B. Beginning of work means acceptance of existing conditions.

3.02 PREPARATION

A. Provide all required temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

B. Provide protection from elements for areas which may be exposed by uncovering work.

3.03 CUTTING AND PATCHING

A. Execute cutting, fitting, and patching including excavation and fill to complete work.

B. Fit products together, to integrate with other work.

C. Uncover work to install ill timed work.

D. Remove and replace defective or non-conforming work.

3.04 PERFORMANCE

A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.

B. Employ original installer to perform cutting and patching for weather exposed and moisture resistant elements, and sight-exposed surfaces.

C. Cut rigid materials using saws or core drill.

D. Restore work with new Products in accordance with requirements of Contract Documents.

END OF SECTION 01005

SECTION 01010 – SUMMARY OF THE WORK

PART 1 – GENERAL

1.01 A. Work Included:

1. The "Project," of which the "Work" of this Contract is a part, is titled: Adolf Meyer Suspended Ceiling Replacement

B. Summary of Work – Project is to include, but not limited to, all labor and materials to complete the work indicated on the drawings for the following:

1. Summary:
   a. Removal and disposal of existing suspended ceiling grid. Furnish and install new suspended ceiling grid and tile as per documents. Removal and disposal of existing lay-in and surface mounted light fixtures to be replaced by others with new under separate contract. Tie, bundle and secure any and all loose wires and cords exposed from removal of existing suspended ceiling. Secure in place any existing ceiling fixtures such as smoke detectors, exit lights, speakers, strobes, etc. Insulation of existing piping to be by others with new under separate contract.

2. Protection and replacement of existing construction and finishes from damage due to this work.

3. Prior to excavation, contact “Dig-Safe”; disconnect and cap all utilities including mechanical, plumbing, and electrical and communications.

4. All work is to comply with all State and Federal regulations.

5. The Contractor will obtain and pay for all permits required, including, but not limited to: Building, Fire Plan Review Fees, State, ADA, etc.

6. Associated mechanical, electrical, plumbing, and new water, gas and electrical service.

7. Wage provisions of Davis Bacon Act to govern this project.

1.02 **Contract Method** – Construct the work under a single lump sum contract.

1.03 **Existing Conditions** – The Contractor shall thoroughly familiarize himself with the existing conditions and field check all dimensions to assure proper installation. Any discrepancies shall be reported to the Owner immediately.

1.04 **Substitutions**

A. Only within 15 days after the date of the Owner/Contractor Agreement will the Owner consider requests for substitutions. Subsequently, substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor.

B. Document each request with complete data substantiating compliance of the proposed substitution with the Contract Documents.

C. Request constitutes a representation that the Contractor:

1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, specified product.

2. Will provide the same warranty for substitution as for the specified product.

3. Will coordinate the installation and make other changes which may be required for Work to be completed in all respects.

4. Waive claims for additional costs, which may subsequently become apparent.

D. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written requests, or when acceptance will require substantial revision of Contract Documents.

E. Owner will determine the acceptability of proposed substitutions, and will notify the Contractor of acceptance or rejection in writing within a reasonable time. Decisions of the Owner as to the acceptability of substitutions shall be final.

F. Only one request for substitution will be considered for each product. When substitution is not accepted, provide specified product.

1.05 Temporary Facilities

A. The Contractor must maintain a temporary office (Trailer) in operation during the entire construction process.

B. Electricity – The Contractor must provide for temporary electrical service during the entire construction process. If this service is obtained from the existing building, the Owner will pay for power utilized during construction.

C. Water – The Contractor is responsible for providing all potable water and water required for the construction. If this service is obtained from the existing building, the Owner will pay for water utilized during construction.

D. Temporary Heat - The Contractor is responsible for providing all temporary heat during the construction.

E. Sanitary Facilities – The Contractor shall provide their own portable toilet facilities on site for its own personnel and sufficient quantity for clients of the facility when existing toilets are not accessible. Ensure regular pick-ups to keep the site sanitary.

F. Other – Telephone, auxiliary heat, and other required facilities shall be provided by Contractor.

1.06 Meetings

A. Pre-Construction Meeting – After signing the Contract for Construction and before commencing construction, Contractor shall attend a Pre-construction Meeting to discuss the use of the site, progress of the Work, Equal Opportunity and Labor requirements, and other issues related to the Project.

B. Progress Meetings – Progress meetings with the Contractor, Architect, and Owner shall occur at pre-designated dates and times which shall occur every two weeks and at points of the Project that are deemed critical. Any conflicts with these meetings to any events, such as federal holidays, must be submitted to the Owner in writing and shall be rescheduled at the Owner's convenience. The Contractor will record meeting minutes and distribute them within 48 hours to all attendees.

1.07 Debris, Cleaning Up

A. The Contractor shall not permit the accumulation of debris, both exterior and interior, and the work area shall at all times be kept free of the accumulation of debris in accordance with the project safety plan. At completion of the work, the Contractor shall remove from and about the project, waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. Immediately prior to the Designer's inspection for substantial completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned, waxed, and buffed. Woodwork shall be dusted and cleaned. Sash fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks, and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken, or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

a. The Contractor shall remove debris from the site of the work and dispose of it in compliance with the State regulation requirements. The Contractor shall

make all arrangements and obtain any approvals necessary from the waste handling facility / recycling facility and shall bear all cost, including fees resulting from such disposal. All construction debris shall be put in covered containers on a daily basis.

b. No open fire shall be permitted on site.

c. Chemical waste shall be stored in corrosion-resistant containers, removed from the Project Site, and disposed of not less frequently than monthly, unless directed otherwise. Disposal of chemical waste shall be in accordance with standard established practices and applicable environmental law. Fueling and lubricating of vehicles and equipment shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants to be discarded shall be disposed of in accordance with approved procedures meeting all applicable federal, state, and local regulations. In the event of an oil or hazardous materials release large enough to violate federal, state, or applicable local regulations, the Owner and Designer shall be notified immediately. The Contractor shall be responsible for immediately cleaning up any release resulting from its operations. Any costs incurred in cleaning up any release, shall be borne by the Contractor.

PART 2 – PRODUCTS
NOT APPLICABLE.

PART 3 – EXECUTION
NOT APPLICABLE.

END OF SECTION 01010

SECTION 01015 – CONTRACTORS USE OF THE PREMISES

PART 1 - GENERAL:

1.1 DESCRIPTION:

A. Work included: this section applies to situations in which the contractor or their representatives including, but not limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.

B. Contractor shall maintain public access to all existing piers at all times during the completion of the work. This will include providing temporary aluminum gangway(s) to piers and wooden boardwalks with lighting and safety fencing through construction zones.

C. Related work:

1. Section 01010 – Summary of Work
2. Section 00700 – General Conditions
3. Section 00800 – Supplementary Conditions
4. Section 01500 – Temporary Facilities and Controls

1.2 QUALITY ASSURANCE:

A. Promptly upon award of the contract, notify all pertinent personnel regarding requirements of this section.

B. Require that all personnel who will enter upon the Owner’s property certify their awareness of and familiarity with the requirements of this section.

1.3 SUBMITTALS:

A. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner daily.

1.4 TRANSPORTATION FACILITIES:

A. Truck, equipment and contractor's vehicle access:

1. Provide adequate protection for driveways over which trucks and equipment pass to reach the job site.

2. Do not permit contractor's vehicles to park in any area of the Owner's property except where the Owner has designated as the "Contractor's Parking Area".

END OF SECTION 01015

SECTION 01030 – ALLOWANCES AND UNIT PRICES

PART 1 - GENERAL

1.01 ALLOWANCES/UNIT PRICES

The following amounts will be included in the Bid:

A. Definition: An allowance where stipulated on the Drawings or the Bid Form is a sum of money which is to be used on the project at the discretion of the Owner's Representative for purposes that are undefined due to unknown conditions at the time of the Contract date. At the completion of the project, the unused portion of the Allowance is to be deducted from the contract sum.

B. Definition: A Unit Price where stipulated on the Bid Form is the cost of a particular material to be provided and installed on site and includes all costs of labor and material to be either added to or deducted from the Contract Sum. A summary of the material changes, their locations in sketch form will be submitted to the Architect for approval. Change Orders resulting from unit pricing will not be approved without the Owner's prior approval in written form.

1. Allow cost to remove and install 100sf of new 2'x2' Armstrong Cirrus, suspended acoustical tile (SAT) on grid. The unused allowance or additional SAT shall be reimbursed to the owner or added to the contract at the unit price listed. Provide unit price for SAT replacement.

   $ _____ _____ _____
   Cost to replace 100 S.F.SAT In words SAT Per S.F.

2. Allow cost to provide new 10 lineal feet x 10'high of 3-5/8"x20 gauge metal stud chase wall with 5/8" gypsum wallboard on one side, painted. The unused allowance or additional chase walls shall be reimbursed to the owner or added to the contract at the unit price listed. Provide unit price for metal stud chase wall.

   $ _____ _____ _____
   Cost per 10 L.F.x 10' High In words Per L.F.chase wall

3. Allow cost to provide10 fire alarm system strobe device

   $ _____ _____
   Cost of strobe device In words Per strobe device

4. Allow cost to provide 4 exit signs

   $ _____ _____
   Cost of exit signs In words Per exit sign

5. Allow cost to provide 1 fire alarm system pull station device

   $ _____ _____
   Cost of pull station device In words Per pull station device

6. Allow cost to provide 5 misc. ceiling mounted devices like those removed and reinstalled inplace after new ceiling is installed.

   $ _____ _____
   Cost of 5 devices In words Per device

7. Allow cost to to remove, abate and replace any disturbed asbestos materials as encountered during installation of work as shown on drawings.

   $ _____ _____ _____
   Cost to replace 100 S.F Floor Tile per SF In words Per S.F

   $ _____ _____ _____
   Cost per 100 L.F Pipe Insul. ≤ 8" dia per LF In words Per S.F

PART 2 - PRODUCTS
(NOT APPLICABLE)

PART 3 – EXECUTION
(NOTAPPLICABLE)

END OF SECTION 01030

SECTION 01050 – FIELD ENGINEERING

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:

1. Establishing and maintaining lines and levels;
2. Structural design of shores, forms, and similar items provided by the Contractor as part of their means and methods of construction.

B. Related work:

1. Section 02200 – Earthwork
2. Section 03300 – Cast-in-place Concrete

1.2 QUALITY ASSURANCE:

A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS:

A. Comply with pertinent provisions of Section 01340.

B. Upon request of the Architect, submit:

1. Data demonstrating qualifications of persons proposed to be engaged for field engineering services.

2. Documentation verifying accuracy of field engineering work.

3. Certification, signed by the Contractor's retained field engineer, certifying that elevations and locations of improvements are in conformance or non-conformance with requirements of the Contract Documents.

1.4 PROCEDURES:

A. In addition to procedures directed by the Contractor for proper performance of the Contractor's responsibilities:

1. Locate and protect control points before starting work on the site.

2. Preserve permanent reference points during progress of the work.

3. Do not change or relocate reference points or items of the Work without specific approval from the Architect.

4. Promptly advise the Architect when a reference point is lost or destroyed, or requires relocation because of other changes in the Work.

    a. Upon direction of the Architect, require the field engineer to replace reference stakes or markers.
    b. Locate such replacements according to the original survey control.

END OF SECTION 01050

SECTION 01152 – APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SCHEDULE OF VALUES:

A. Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.

B. Correlate line items in the Schedule of Values with other schedules and forms, including:

1. Application for Payment form.

C. Submit the Schedule of Values to the Architect at the earliest date, but no later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

D. The Schedule of Values is subject to approval of the Architect and DEM.

1.2 FORM AND CONTENT:

A. Use the Project Manual Table of Contents as a guide to establish the format.

1. Identification: Include the following:

a. Project name and location;
b. Name of the Architect ;
c. Project Number;
d. Contractor's name and address;
e. Date of submittal.

B. Arrange the Schedule in tabular form with columns to indicate the following for each item:

1. Generic name;

2. Related Specification Section;

3. Change Orders (No.) that have affected value;

4. Dollar value.

C. Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

D. For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost, each subsequent stage of completion, and installed value.

E. Each item in the Schedule of Values and Application for Payment shall be complete including total cost and share of overhead and profit.

1. Temporary facilities and items are not direct cost of Work-in-place may be shown as separate line items or distributed as general overhead expense.

F. Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT:

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

B. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated.

C. Payment Application Forms: Use AIA Document G 702-1983 and Continuation Sheets G 703-1983 as the form for the application.

D. Application Preparation: Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action.

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

2. Include amounts of approved Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.

3. The Contractor is to review Payment items and draft Payment Request with Owner's on-site observer and the Architect 's field representative before forwarding to the Architect .

E. Transmittal: Submit 6 executed copies of each application to the Architect within twenty-four (24) hours; one copy shall be complete, including waivers of lien and similar attachments.

Transmit each copy with a transmittal listing attachments, and recording information related to the application.

F. Waivers of Lien: With each application, submit waivers of lien from each entity who may file a lien arising out of the Contract, and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. Waiver Delays: Submit each application with Contractor's waiver of lien for the period covered by the application.

4. Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.

5. Waiver Forms: Submit lien releases on forms provided by DEM.

1.4 INITIAL APPLICATION FOR PAYMENT:

A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:

1. List of subcontractors;

2. List of suppliers and fabricators;

3. Schedule of Values;

4. Contractor's Construction Schedule (preliminary if not final);

5. List of Contractor's staff assignments;

6. Copies of building permits;

7. Copies of licenses from governing authorities;

8. Certificates of insurance and insurance polices;

9. Performance and payment bonds (if required).

1.5 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION:

A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. Administrative actions and submittals that precede or coincide with this application include:

1. Occupancy permits;

2. Warranties and maintenance agreements;

3. Test/adjust/balance records;

4. Maintenance instructions;
5. Change-over information related to Owner's occupancy;

6. Final cleaning;

7. Application for reduction of retainage, and consent of surety.

1.6 FINAL PAYMENT APPLICATION:

A. Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

1. Completion of Project closeout requirements;

2. Completion of items specified for completion after Substantial Completion;

3. Transmittal of required Project construction records to the Owner;

4. Proof that taxes, fees and similar obligations have been paid.

END OF SECTION 01152

SECTION 01153 – CHANGE ORDER PROCEDURE

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Order signed by the Owner and the Architect, and issued after execution of the Contract, in accordance with the provisions of this Section.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Changes in the Work are described further in Article 7 of the General Conditions.

1.2 QUALITY ASSURANCE:

A. Include within the Contractor's quality assurance program such measures as are needed to assure familiarity of the Contractor's staff and employees with these procedures for processing Change Order data.

1.3 SUBMITTALS:

A. Make submittals directly to the Architect at the address shown on the Project Directory in the Project Manual.

B. Submit the number of copies called for under the various items listed in this Section.

1.4 PRODUCT HANDLING:

A. Maintain a "Register of Bulletins and Change Orders" at the job site, accurately reflecting current status of all pertinent data.

B. Make the Register available to the Architect for review at his request.

1.5 PROCESSING CHANGES INITIATED BY THE OWNER:

A. Should the Owner contemplate making a change in the Work or a change in the Contract Time of Completion, the Architect will issue a "Bulletin" to the Contractor.

1. Bulletins will be dated and will be numbered in sequence.
2. The Bulletin will describe the contemplated change, and will carry one of the following instructions to the Contractor:

    a. Make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion;
    b. Make the described change in the Work, credit or cost for which will be determined in accordance with Paragraph 7.3.3 of the General Conditions;
    c. Promptly advise the Architect as to credit or cost proposed for the described change. This is not an authorization to proceed with the change.

B. If the Contractor has been directed by the Architect to make the described change in the Work at no change in the Contract Sum and no change in the Contract Time of Completion, but the Contractor wishes to make a claim for one or both of such changes, the Contractor shall proceed with the change and shall notify the Architect, as provided for under Paragraph 7.3.6 of the General Conditions.

C. If the Contractor has been directed by the Architect to make the described change subject to later determination of cost or credit in accordance with Paragraph 7.3.3 of the General Conditions, the Contractor shall:

1. Take measures as needed to make the change;

2. Consult with the Architect and reach an agreement on the most appropriate method for determining credit or cost for the change.

D. If the Contractor has been directed by the Architect to promptly advise her/him as to credit or cost proposed for the described change, the Contractor shall:

1. Analyze the described change and its impact on costs and time;

2. Secure the required information and forward it to the Architect for review;

3. Meet with the Architect as required to explain costs and, when appropriate, determine other acceptable ways to achieve the desired objective;

4. Alert pertinent personnel and subcontractors as to the impending change and, to the maximum extent possible, avoid such work as would increase the Owner's cost for making the change, advising the Architect in writing when such avoidance no longer is practicable.

1.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR:

A. Should the Contractor discover a discrepancy among the Contract Documents, a

concealed condition or other cause for suggesting a change in the Work, a change in the Contract Sum, or a change in the Contract Time of Completion, they shall notify the Architect as required by pertinent provisions of the Contract Documents.

B. Upon agreement by the Architect that there is reasonable cause to consider the Contractor's proposed change, the Architect will issue a Bulletin in accordance with the provisions described in Article 1.5 above.

1.7 PROCESSING BULLETINS:

A. Make written reply to the Architect in response to each Bulletin.

1. State proposed change in the Contract Sum, if any.

2. State proposed change in the Contract Time of Completion, if any.

3. Clearly describe other changes in the Work required by the proposed change, or desirable therewith, if any.

4. Include full backup data such as subcontractor's letter of proposal or similar information.

5. Submit this response in single copy.

B. When cost or credit for the change has been agreed upon by the Owner and the Contractor, or the Owner has directed that cost or credit be determined in accordance with provisions of Paragraph 7.3.3 of the General Conditions, the Architect will issue a **"Change Order"** to the Contractor.

1.8 PROCESSING CHANGE ORDERS:

A. Change Orders will be dated and will be numbered in sequence.

B. The Change Order will describe the change or changes, will refer to the Bulletin or Bulletins involved, and will be signed by the Owner and the Architect.

C. Provide the Owner with six signed copies of the Change Order.

D. Should the Contractor disagree with the stipulated change in Contract Sum or change in Contract Time of Completion, or both:

1. The Contractor promptly shall return three (3) copies of the Change Order, unsigned by him/her, to the Architect with a letter signed by the Contractor and stating the reason or reasons for the Contractor's disagreement.

2. The Contractor's disagreement with the Change Order shall not in any way relieve the Contractor of their responsibility to proceed with the change as ordered and to seek settlement of the dispute under pertinent provisions of the Contract Documents.

END OF SECTION 01153

SECTION 01200 – PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: To enable orderly review during progress of the Work, and to provide for systemic discussion of problems, the Architect will conduct project meetings throughout the construction period.

B. Related Work:

1. Documents affecting work of this section include, but not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings content.

1.2 QUALITY ASSURANCE:

A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed Upon in the project meetings.

1.3 SUBMITTALS:

A. Agenda items: To the maximum extent practicable, advise the Architect at least twenty-four (24) hours in advance of project meetings regarding items to be added to the agenda.

B. Minutes:

1. The Contractor will compile minutes of each project meeting, and will furnish three copies to the Architect and required copies to the Owner.

2. Recipients of copies may make and distribute such other copies as they wish.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 PROJECT MEETINGS:

A. Attendance:

1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.

2. The Owner's Representative and the Architect's Representative shall also be in attendance at these meetings.

3. Subcontractors, materials suppliers, and others may be invited to attended those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

1. Review, revise as necessary, and approve minutes of previous meetings.

2. Review progress of the Work since last meeting, including status of submittals for approval. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule.

3. Identify problems which impede planned progress.

4. Develop corrective measures and procedures to regain planned schedule.

5. Complete other current business.

C. Revisions to minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled project meeting, they will be accepted as properly stating the activities and decisions of the meeting.

2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.

3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION 01200

SECTION 01201 – PRECONSTRUCTION CONFERENCE

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: To help clarify construction contract administration procedures, the Architect will conduct a Preconstruction Conference prior to start of the Work. Provide attendance by the designated personnel

B. Related work:

1. Section 00700 – General Conditions

2. Section 00800 – Supplementary Conditions

1.2 QUALITY ASSURANCE:

A. For those persons designated by the Contractor, his subcontractors, and suppliers to; attend the Pre-construction Conference, provide required authority to commit the entities they represent of solutions agreed upon in the Conference.

1.3 SUBMITTALS:

A. To the maximum extent practicable, advise the Architect at least 24 hours in advance of the conference as to items to be added to the agenda.

B. The Architect will compile minutes of the Conference, and will furnish three copies of the minutes to the Contractor and required copies to the Owner. The Contractor may make and distribute such other copies as he wishes.

1.4 PRECONSTRUCTION CONFERENCE:

A. The Conference will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed, but prior to actual start of the Work.

B. Attendance:

1. Provide attendance by authorized representatives of the Contractor and major subcontractors.

2. The Architect will advise other interested parities, including the Owner, and request their attendance.

C. Minimum agenda: Data will be distributed and discussed on:

1. Organizational arrangement of the Contractor's forces and personnel, and

those of subcontractors, materials suppliers, and the Architect;

2. Channels and procedures for communication;

3. Construction schedule, including sequence of critical work;

4. Contract Documents, including distribution of required copies of Drawings and revisions;

5. Processing of Shop Drawings and other data submitted to the Architect for review;

6. Processing of field decisions and Change Orders;

7. Rules and regulations governing performance of the Work; and

8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

END OF SECTION 01201

SECTION 01310 – CONSTRUCTION SCHEDULES

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: To assure adequate planning and execution of the Work so that the Work is completed within the number of calendar days allowed in the Contract, and to assist the Architect in appraising the reasonableness of the proposed schedule and in evaluating progress of the Work, prepare and maintain the schedule and reports described in this Section.

B. Related work:

1. Section 00700 – General Conditions

2. Section 00800 - Supplementary Conditions

C. Definitions:

1. "Day," as used throughout the Contract unless otherwise stated, means "calendar day."

1.2 QUALITY ASSURANCE:

A. Employ a scheduler who is thoroughly trained and experienced in compiling construction data, and in preparing and issuing reports as required below.

B. Perform data preparation, analysis, charting, and updating in accordance with standards approved by the Architect/Engineer.

C. Reliance upon the approved schedule:

1. The construction schedule as approved by the Architect will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.

2. Should any activity not be completed within 15 days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.

3. Should any activity be 30 days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.

4. Costs incurred by the Owner and by the Architect in connection with expediting construction activity under this Article shall be reimbursed by the Contractor.

5. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

1.3 SUBMITTALS:

A. Comply with pertinent provisions of Section 01340.

B. Preliminary analysis: Within ten calendar days after the Contractor has received the Owner's Notice to Proceed, submit one reproducible copy and four prints of a preliminary construction schedule prepared in accordance with Part 3 of this Section.

C. Construction schedule: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit one reproducible copy and four prints of a construction schedule prepared in accordance with Part 3 of this Section.

D. Periodic reports: On the first working day of each month following the submittal described in Paragraph 1.3-C above, submit four prints of the construction schedule updated as described in Part 3 of this Section.

PART 2 - PRODUCTS

2.1 CONSTRUCTION ANALYSIS:

A. Graphically show by bar-chart the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished, as planned by the Contractor and his project field superintendent in coordination with all subcontractors whose work is shown on the diagram.

B. Include, but not necessarily limit indicated activities to:

1. Project mobilization;

2. Submittal and approval of Shop Drawings and Samples;

3. Procurement of equipment and critical materials:

4. Fabrication of special material and equipment, and its installation and testing.

5. Final cleanup;

6. Final inspecting and testing; and

7. All activities by the Architect that effect progress, required dates for completion, or both, for all and each part of the Work.

PART 3 - EXECUTION

3.1 PRELIMINARY ANALYSIS:

A. Contents:

1. Show all activities of the Contractor under this Work for the period between receipt of the Notice to Proceed and submittal of construction schedule required under Paragraph 1.3-C above;

2. Show the Contractor's general approach to remainder of the Work;

3. Show cost of all activities scheduled for performance before submittal and approval of the construction schedule.

B. Submit in accordance with Paragraph 1.3-B above.

3.2 CONSTRUCTION SCHEDULE:

A. As soon as practicable after receipt of Notice to Proceed, complete the construction analysis in preliminary form, meet with the Architect/Engineer, review contents of the proposed construction schedule, and make all revisions agreed upon.

B. Submit in accordance with Paragraph 1.3-C above.

3.3 PERIODIC REPORTS:

A. As required under Paragraph 1.3-D above, update the approved construction schedule.

1. Indicate "actual" progress in percent completion for each activity;

2. Provide written narrative summary of revisions causing delay in the program, and as explanation of corrective actions taken or proposed.

3.4 REVISIONS:

A. Make only those revisions to approved construction schedule as are approved in advance by the Architect/Engineer.

END OF SECTION 01310

SECTION 01340 - SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements.

B. Related Work:

1. Section 00700 – General Conditions

2. Section 00800 – Supplemental Conditions

3. Section 03300 – Cast-in-Place Concrete

C. Work not included:

1. Unrequited submittals will not be reviewed by the Architect.

2. The Contractor may require her/his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and her/his subcontractors and will not be reviewed by the Architect.

1.2 QUALITY ASSURANCE:

A. Coordination of submittals:

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.

2. Verify that each item and the submittal for it conform in all respects with the specified requirements.

3. By affixing the Contractor's signature to each submittal, certify that her/his coordination has been performed.

B. Substitutions:

1. The Contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed at time of bidding, on the form provided therefore in the bidding documents, and when substantiated by the Contractor's submittal of required data within thirty-five (35) calendar days after award of the Contract.

2. The following products do not require further approval except for interface within the Work:

   a. Products specified be reference to standard specifications such as ASTM and similar standards.

   b. Products specified by manufacturer's name and catalog model number.

3. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved in writing for this Work by the Architect.

C. "Or equal":

1. Where the phrase "or equal," or "or equal as approved by the Architect," occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect.

2. The decision of the Architect shall be final.

1.3 SUBMITTALS:

A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS:

A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

B. Types of prints required:

1. Submit Shop Drawings in the form of one sepia transparency of each sheet plus three (3) blueline or blackline prints of each sheet.

2. Blueprints will not be acceptable.

C. Review comments of the Architect will be shown on the sepia transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for her/his purposes.

2.2 MANUFACTURERS' LITERATURE:

A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents is being submitted for review.

B. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Architect.

2.3 SAMPLES:

A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.

B. Number of Samples required:

1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one which will be retained by the Architect.

2. By prearrangement in specified cases,a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS:

A. Consecutively number all submittals.

1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.

2. On re submittals, cite the original submittal number for reference.

B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.

C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.

D. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times. Make the submittal log available to the Architect for her/his review upon request.

3.2 GROUPING OF SUBMITTALS:

A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.

1. Partial submittals may be rejected as not complying with the provisions of the Contract.

2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS:

A. Make submittals far enough in advance for scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re submittals, and for placing orders and securing delivery.

B. In scheduling, allow at least ten (10) working days for review by the Architect following her/his receipt of the submittal.

3.4 ARCHITECT'S REVIEW:

A. Review by the Architect does not relieve the Contractor from responsibility for errors which may exist in the submitted data.

B Revisions:

1. Make revisions required by the Architect.

2. If the Contractor considers any required revision to be a change, they shall so notify the Architect as provided for in Paragraph 12.3 of the General Conditions.

3. Make only those revisions directed or approved by the Architect.

C. Reimbursement of Architect's costs:

1. In the event substitutions are proposed to the Architect after the Contract has been awarded, the Architect will record all time used by them and by their consultants in evaluation of each such proposed substitution.
2. Whether or not the Architect approves a proposed substitution, the Contractor promptly upon receipt of the Architect's billing shall reimburse the Architect at the rate of two and one-half times the direct cost to the Architect and her/his consultants for all time spent by them in evaluating the proposed substitution.

END OF SECTION 01340

SECTION 01370 – SCHEDULE OF VALUES

1.1 DESCRIPTION:

A. Work included: Provide a detailed breakdown of the agreed contract sum showing values allocated to each of the various parts of the Work, as specified herein and in other provisions of the Contract Documents.

B. Related work:

1. Section 00700 – General Conditions

2. Section 00800 – Supplemental Conditions

3. Section 00310 – Bid Proposal Form

4. Schedule of values is required under Paragraph 4.8 of the General Conditions.

5. Schedule of values is required to be compatible with the "continuation sheet" accompanying applications for payment, as described in Section 01152.

1.2 QUALITY ASSURANCE:

A. Use required means to assure arithmetical accuracy of the sums described.

B. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect.

1.3 SUBMITTALS:

A. Prior to first application for payment, submit a proposed schedule of values to the Architect.

1. Meet with the Architect and determine additional data, if any, required to be submitted.

2. Secure the Architect's approval of the schedule of values prior to submitting first application for payment.

END OF SECTION 01370

SECTION 01390 - PRE-CONSTRUCTION SURVEYS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including The Agreement and Division I specification Sections, apply to the work of this Section.

B. Examine all Drawings and all other Sections of the Specifications for requirements therein affecting the work of this Section.

C. Coordinate work with that of all other trades affecting or affected by work of this Section. Cooperate with such trades to assure the steady progress of all work under the Contract.

1.2 SUMMARY

A. This section specifies the performance of pre-construction surveys of the conditions of existing above- and below-grade structures to be conducted by an Independent Consultant employed by the Contractor.

B. Pre-construction surveys shall be completed for interior and exterior areas of the adjacent structures, buildings and areas within 200 feet of the project work.

1.3 PERFORMANCE REQUIREMENTS

A. The independent Consultant, under the supervision of a Rhode Island Registered Professional Civil/Structural Engineer, shall make a detailed examination of the interior/exterior of adjacent structures, and exterior areas between the adjacent structures and the work identified on the Drawings, and record their conditions no earlier than four (4) weeks before construction begins in the area. Included shall be all structures between the bulkhead and Great Island Road. The Registered Professional Engineer shall have at least five (5) years experience and three (3) projects in performing pre construction surveys of heavy civil construction projects similar to this project, including work in urban areas, and a record of performance in completing condition surveys of similar types of structures and buildings. The Contractor shall submit such qualifications for review and acceptance prior to beginning work.

B. The pre-construction survey of the conditions of adjacent structures and outside areas shall each include the following:

1. Through coordination with RIDEM and the property owners, the independent Pre-Construction Survey Consultant shall obtain the necessary permission required for entrance onto the property.

2. If the Pre-Construction Survey Consultant is unable, after at least three repeated attempts, to obtain permission to enter specific building areas, then the Consultant shall immediately notify the Architect.

C. Notify the Architect, both orally and in writing, 48 hours prior to surveying the building.

D. Detailed examination of the interior/exterior of the buildings and outside areas shall include documentation of exterior visual survey of the property, on-site improvements and plantings; detailed video inspection and color digital photographs of the interior/exterior of building showing visually evident structural faults, and including but not limited to:

1. Location and size of cracks in interior/exterior walls, especially instances of cracked or missing plaster within the defined survey areas;

2. Damaged masonry or roofing within the defined survey areas;

3. Damaged windows or doorways within the defined survey areas;

4. Walls which are not vertical within the defined survey areas;

5. Damage to foundations, including interior/exterior basement walls; and tightness of fit of doors and windows in their respective jambs.

6. Sidewalks, paved areas, stairways, patios and landscaped areas.

E. Interview the Facility's Manager regarding existing conditions and structural faults, and determine the dates and extent of recent repairs.

F. The preconstruction surveys shall be done and approved before construction work begins, but no sooner than four (4) weeks before construction in the area.

1.4 SUBMITTALS

A. Submit the following in accordance with Section 01340:

1. The qualifications of the independent Pre-Construction Survey Consultant and their Rhode Island Registered Professional Engineer supervising the pre-construction survey shall be submitted to the Architect for review and acceptance.

2. Three copies of the draft pre-construction report shall be submitted to the Architect for review and acceptance prior to the start of construction. Each report shall include as a minimum the following:

a. Location and description of on-site property and improvements;

b. Results of visual inspection;

c. Sketches as required; and

d. Results of interviews

3. Points where deterioration has occurred shall be noted on DVD video and photographs to show deterioration or other deficiencies. The absence of deficiencies shall also be recorded. The Architect shall review the draft reports, and may indicate additional information that is required. This information shall be included in the final report.

4. Four copies of the final report shall be made: one of which shall be the original, one for the Architect, one copy for RIDEM, one for the Contractor, and one copy shall be retained by the Pre-Construction Survey Consultant. The final report shall include the results of the pre-construction survey.

5. DVD video and photographs shall be taken as required indicating the existing conditions. The Pre-Construction Survey Consultant shall make available, at the request of the Architect, one CD of each of the areas surveyed. DVD videos shall be made available to the Architect for review, at his request. Photographs taken with a digital camera are acceptable.

END OF SECTION 01390

SECTION 01400 – QUALITY CONTROL

PART 1 - GENERAL

1.1 CONTRACTOR RESPONSIBILITY

A. The Contractor is responsible for all parts of the Work as directed by the Contract and this Specification, and as shown in the Drawings.

B. This responsibility includes control of all aspects of the Work in the field: not only its management, but also its quality and necessary engineering supervision.

C. The Contractor shall engage the services of a qualified testing agency to inspect and test those aspects of the work, which require inspection and/or testing as described in these specifications or as noted on the drawings. Contractor shall submit the qualifications 1 week prior to commencing related work. Acceptance of the qualifications of the testing agency will be subject to approval from the Owner or Architect.

D. Engineering approvals from the OWNER or ARCHITECT for submittals, or of completed portions of the Work for payment, will not relieve the Contractor of his responsibility to conform to this Specification, the Drawings, or any applicable Code or Standard.

E. Neither will any such approval relieve the Contractor of his obligation to verify all dimensions in the field, use proper materials, ensure high standards of workmanship, and provide systems that function as described in this Specification or as noted on the Drawings.

1.2 COOPERATION

A. The Contractor will cooperate with the OWNER's testing, or engineering consultants as necessary to expedite their work. This cooperation will include providing them access to the Work, giving them samples of materials, and adjusting the construction schedule, if practicable.

END OF SECTION 01400

SECTION 01411 – TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Qualification, duties and responsibilities of testing laboratories.

B. Coordination and scheduling responsibilities of the Contractor.

C. Related Sections

Section 03300 – Cast in Place Concrete
Section 04210- Glazed Unit Masonry
Section 06130- Heavy Timber Construction

1.02 PAYMENT PROCEDURES

A. Initial Testing

1. The Contractor will pay for initial testing services required by the Engineer.

B. Retesting

1. When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency, and costs thereof will be deducted by the Owner from the Contract Sum.

C. Contractors Convenience Testing

1. Inspecting and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

1.03 REFERENCES

A. American Society for Testing and Materials (ASTM).

1. E-329-90, Use in the Evaluation of Testing and Inspection Agencies as Used in Construction.

1.04 REQUIREMENTS

A. Work included:

1. Cooperate with the Owner's selected testing agency and all others

responsible for testing and inspecting the Work.

2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

4. All structures are to be continuously monitored, inspected and tested during construction. Weekly dated reports are to be submitted to the architect indicating weather conditions, work performed by contractor and material test performed by testing agency. and are to include progress photos. This testing is to be in compliance with special testing requirements as determined by the RI State Building Commission.

B. Work not included:

1. Selection of testing laboratory: The Owner will select a prequalified independent testing laboratory.

1.05 QUALITY ASSURANCE

A. Qualifications

1. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329-90.

B. Regulatory requirements

1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

2. Regulatory Requirements Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally, constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Comply with pertinent provisions of Document 01600 – Product Requirements.

B. Promptly process and distribute, to the Engineer, required copies of test reports and instructions to assure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

1.07 SCHEDULING

A. Establishing schedule

1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.

2. Provide all required time within the construction schedule.

3. Coordinate testing activity with the appropriate testing laboratory.

B. Revising schedule

1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

C. Adherence to schedule

1. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 FIELD QUALITY CONTROL

A. Site Tests

1. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.

2. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing

laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

3. At the conclusion of all structural construction, inspections and testing, the testing agency is to submit 4 bound copies containing all reports.

END OF SECTION 01411

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

1.1 RELATED DOCUMENTS:

The General Conditions (Special Provisions) and applicable portions of Division 1 of the specifications are a part of this section, which shall consist of all labor, equipment and materials necessary to complete all quality control work indicated on the drawings and herein specified.

1.2 ACCESS:

A. Block public access to the site for the prosecution of the work.

B. Provide all necessary scaffolding, platforms, ladders, ramps, chutes, temporary stairs, and all other access items. Maintain in a safe condition throughout the construction process.

1.3 HOISTING FACILITIES:

A. Provide hoisting facilities as required for the vertical movement of all materials.

B. Comply with OSHA and other governing codes for all hoists, conveyors, and elevators and maintain the facilities in compliance with the law.

1.4 GUARDRAILS, DECK AND OTHER OPENINGS:

A. Provide guardrails, barricades, handrails, and covers for decks, and other openings.

1.5 TRASH:

A. Provide sufficient trash receptacles.

B. Collect and deposit debris in such collection facilities.

C. Remove all debris from the job site on a regular basis. Do not allow trash and debris to accumulate or remain on site for longer than 48 hours.

1.6 SANITATION FACILITIES:

A. Provide adequate temporary toilet facilities.

B. Maintain such facilities in a clean sanitary condition.

1.7 WEATHER PROTECTION AND TEMPORARY HEAT/VENTILATION:

A. During construction, provide weather protection.

1.8 OTHER TEMPORARY FACILITIES AND CONTROLS:

A. Project Sign:

1. Provide a temporary project or construction sign as shown, with lettering as approved, and by a professional sign painter.

2. Do not post other signs, unless approved by the Architect, within the project or contract limit line.

B. Protection of Work-In-Place:

1. Thoroughly protect all completed work and all stored materials.

2. Provide boards, cloths, planks, waterproof paper, canvas or other approved protection and use as necessary to prevent any damage.

3. Replace or rectify work or materials damaged by workers, by the elements or by any other cause, to the satisfaction of the Architect and at no additional expense to the Owner.

4. Do not allow workers, including those of any subcontractor or supplier to mark finish surfaces with marking pens or other such devices which are not readily erasable.

C. Special Openings:

1. Early in the work, confer with all parties providing apparatus of various kinds. Should any be of a size and character than cannot properly be taken into the indicated position through openings shown, make necessary arrangements for the installation of such items in a manner satisfactory to those providing them and to the Owner. Make good any damage that may be caused thereby.

D. Field or Construction Office:

1. The Owner will provide office space for the Contractor in the existing on site building

   The Contractor shall provide telephone service for use by the Architect, Owner, and their Representatives (not a pay phone). The phone system shall have one "cellular" phone and one "cellular" line for fax phone. Provide a touch-tone service. The Contractor shall connect all temporary and portable utilities, including electricity and telephone, and remove at

completion of the project.

2. Provide temporary exterior lighting. Maintain the field office in a clean condition.

3. Pay for all utility costs.

1.9 REMOVAL OF TEMPORARY FACILITIES:

A. Remove all items indicated above and other construction of a temporary nature from the site as soon as the progress of the work will permit.

B. Recondition the portions of the site so occupied and restore to conditions acceptable to the Architect.

END OF SECTION 01500

SECTION 01501 – HEALTH AND SAFETY PROVISIONS

PART 1 - GENERAL

1.1 REQUIREMENTS:

A. CONTRACTOR is responsible to monitor working conditions at all times during construction. If it is found to be necessary, the CONTRACTOR shall provide appropriate protective clothing, equipment and facilities for his personnel, and will establish work place procedures to ensure their safety, and to enforce the use of these procedures, equipment and facilities in accordance with the following guidelines:

B. Safety and Health Regulations Promulgated by the U.S. Department of Labor, OSHA, 29 CFR 1910 - Occupational Safety and Health Standards, and 29 CFR 1920 Safety and Health Regulations for Construction.

C. U.S. Environmental Protection Agency, Interim Standard Operating Safety Guides, Office of Emergency and Remedial Response, Hazardous Response Support Division, Rev. September 1982.

D. U.S. Environmental Protection Agency, Medical Monitoring Program Guidelines.

E. CONTRACTOR shall implement a Health and Safety protection program. The written program shall be submitted to the OWNER at least 5 days prior to commencement of the Work for review. The review in no way depletes the CONTRACTORS responsibility to prepare a complete plan, inclusive of all chemical, physical and water work hazards anticipated to be encountered during the progression of the Work. The program procedures shall include provisions for stations allowing workers to wash and to put on and remove protective clothing, and stations for vehicles to be cleaned, if necessary, before leaving the site. It shall also include contingency plans for emergencies, at a minimum.

F. If, at any time, OWNER or ARCHITECT is apprised of a safety hazard which demands immediate attention because of its high potential for harm to public travel, persons on or about the Work, or public or private property, OWNER or ARCHITECT shall have the right to order such safeguards to be erected and such precautions to be taken as necessary and CONTRACTOR shall comply with such orders. If, under such circumstances, CONTRACTOR does not or cannot immediately put the Work into proper condition, or if CONTRACTOR or his representative is not upon the site so that he can be notified immediately of the insufficiency of safety precautions, then OWNER may put the Work into such a condition that it shall be, in his opinion, in all respects safe, and CONTRACTOR shall pay all expenses of such labor and materials as may have been used for this purpose by him or by OWNER. The fact that OWNER or ARCHITECT does not observe a safety hazard or does not order CONTRACTOR to take remedial measures shall in no way relieve CONTRACTOR of the entire responsibility for

any costs, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by OWNER acting under authority of this section.

G. CONTRACTOR is alerted to the fact that conditions of hazard are present or can be present at the site during performance of the Work. It is the responsibility of CONTRACTOR to take appropriate safety precautions to meet whatever conditions of hazard may be present during the performance of the Work, whether reasonably foreseeable or not. The safety conditions enumerated within the Specifications are the minimum permissible and neither OWNER nor ARCHITECT make any representation that the safety standards provided herein will be adequate to meet all eventualities. CONTRACTOR is therefore alerted to the fact that it shall be CONTRACTOR's responsibility to anticipate and provide such additional facilities, personnel and equipment as shall be necessary to protect life and property from whatsoever conditions of hazard are present or may be present.

H. CONTRACTOR shall supply and erect highly visible safety fencing a minimum of three feet in height around all construction areas that pose a threat to safety. CONTRACTOR shall erect safety fencing at his own discretion or as directed by OWNER or ARCHITECT and shall maintain such fencing until such a time that the potential safety hazard has been rectified. Upon final completion of construction all safety fencing shall be removed off site by CONTRACTOR. Safety fencing requirement of OSHA shall be enforced by CONTRACTOR.

1.2.1 GENERAL INFORMATION

A. Not Used.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01501

SECTION 01502 – ENVIRONMENTAL PROTECTION

PART 1 – GENERAL

1.1 WORK INCLUDED

A. CONTRACTOR shall furnish all labor, equipment, and materials required for environmental protection during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these Specifications. Environmental protection requires consideration of air, water and land, as well as other pollutants. Contractor shall implement environmental protection measures to ensure all requirements of regulations set forth in the RIDEM Water Quality Certification Report.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Carefully examine all of the Contract Documents for requirements which affect the work in this Section. Other specification sections, which directly relate to the work of this Section include, but are not limited to, the following:

1. Section 02110 – Site Preparation and Demolition

2. Section 02270 – Sedimentation and Erosion Control

3. Section 02200 - Earthwork

1.3 APPLICABLE REGULATIONS

A. In order to prevent environmental pollution and to provide for environmental protection arising from construction activities related to the performance of this Contract, CONTRACTOR and his Sub-Contractors shall comply with all applicable Federal, State and local Laws and Regulations concerning environmental protection, as well as the specific requirements stated in this section and elsewhere in the Specifications.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 GENERAL

A. It is intended that the resources within the Project boundaries and outside the limits of permanent Work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction, that will appear to be natural and not detract from the appearance of the Project. CONTRACTOR shall confine his construction activities to areas defined on the Drawings or in the Specifications except with written approval of OWNER and of ARCHITECT.

1. Prevention of Landscape Defacement. Limits of working areas include areas for storage of construction material, and shall be cleared in a manner which will enable satisfactory restoration and which will not affect the environment during or after the construction period. CONTRACTOR shall not enter beyond the working limits of the working area except with written approval of ARCHITECT and OWNER.

2. Location of Storage. The location of areas for storage of CONTRACTOR's materials required temporarily in the performance of the Work, shall be within the limits of the working area as indicated on the drawings and shall require written approval of ARCHITECT prior to use.

3. Post Construction Cleanup or Obliteration. CONTRACTOR shall obliterate all signs of temporary construction facilities such as chain link fences, storage areas, stockpiles of excess or waste materials, temporary erosion and sediment controls, or any other vestiges of construction.

3.2 PROTECTION OF WATER RESOURCES

A. General. CONTRACTOR shall not pollute the Pond with fuels, oils, bitumens, calcium chloride, acids or harmful materials. It is the responsibility of CONTRACTOR to investigate and comply with all applicable federal, state, county and municipal laws concerning pollution of inland waterways. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in bodies of water adjacent to, or within, the Project area.

B. Erosion. Surface drainage from cuts and fills within the construction limits, whether or not completed, from borrow and waste disposal areas, shall if turbidity producing materials are present, be held in suitable sedimentation basins or shall be graded to control erosion within acceptable limits. Temporary erosion and sediment control measure such as perimeter controls, turbidity curtains, dikes, or sedimentation basins, if required to meet the above standards, shall be provided and maintained until permanent drainage controls and /or permanent vegetation is established. The area of bare soil exposed at any one time by construction operations should be held to a minimum.

C. CONTRACTOR shall apply temporary mulch on denuded ground immediately after rough grading is completed. This shall apply to all areas not subject to appreciable traffic during construction, and shall include even those that are to receive some form of construction later if ground is to be exposed 30 days or more.

D. Fill material storage areas shall be constructed in accordance the Contract drawings to eliminate silts or clays on the surface that will erode and contaminate the adjacent Pond.

E. Spillage. At all times of the year, special measures shall be taken to prevent

chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and cement and surface drainage from entering public waters.

F. Washing and Curing Water. Used in embankment material processing, aggregate processing, concrete curing, foundation and concrete cleanup, and other wastewaters shall not be allowed to re-enter the waterway if an increase in the turbidity of the waterway will result therefrom. At the point where this water enters the waterway, precautions must be taken to assure that no permanent damage or serious temporary damage is caused by change of the pH factor of the stream or by introduction of turbidity, nutrients or oxygen-consuming materials. Chemicals shall be added to adjust pH factor, if required.

G. Disposal. Disposal of any materials, wastes, effluent, trash, oil, grease, chemicals, etc., in or adjacent to the Pond shall be disposed by CONTRACTOR as specified in these Contract Documents. If any waste material is dumped in unauthorized area, CONTRACTOR shall remove the material and restore the area to the condition of the adjacent undisturbed area. The contaminated soil shall be excavated, disposed of as specified herein before, and replaced with suitable fill material, compacted all at the expense of CONTRACTOR.

3.3 MAINTENANCE

A. CONTRACTOR shall dispose of all discarded debris, aggregate samples and concrete test samples from any source whatsoever, in a manner approved by ARCHITECT. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of ARCHITECT.

B. CONTRACTOR shall frequently remove materials no longer required on the site, such as excess excavated material, forms, pipes, temporary structures and similar materials and equipment so that, at all times the site, access routes to the site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.

C. Before final payment, CONTRACTOR shall remove all surplus material, false work, temporary structures and erosion controls resulting from his operations, and put the site in a neat, orderly condition; and restore all areas which have been used for or disturbed by his operations, to their original condition or to a condition satisfactory to and approved by ARCHITECT.

3.4 DUST CONTROL

A. CONTRACTOR shall maintain all excavations, embankments, stockpiles, haul roads, permanent access roads, waste areas, borrow areas, dewatering basins, stockpiles, and all other Work areas within or outside of the Project boundaries free

from dust which would cause a hazard or nuisance to others or contaminate surface water.

B. CONTRACTOR shall, at his own expense, keep dust under control at all times on all roadways, sidewalks and other areas adjacent to the Work or on the site of the Work at least once a day and at other times when directed, including after working hours, Saturdays, Sundays and holidays. Dust control shall be performed by use of self-loading motor sweepers, vacuums, water spray or a combination of these methods.

C. Spraying water shall be performed at such intervals to keep all parts of the disturbed area at least damp at all times, and CONTRACTOR shall have sufficient suitable equipment on the job to accomplish this. Dust control shall be performed daily as the Work proceeds and whenever a dust nuisance or hazard occurs.

D. All areas undergoing excavation, grading, filling, cutting are subject to dust-inhibiting practices. The use of liquid palliative and penetrating asphaltic materials will not be permitted. Permanent vegetation shall be established as soon as possible.

3.5 NOISE CONTROL

A. CONTRACTOR shall use every effort and means possible to minimize or eliminate noise caused by his operation which ARCHITECT may consider objectionable. CONTRACTOR shall provide working machinery, designed to operate with the least possible noise, pumps and compressors to be operated at times other than between 7:00 A.M. to 6:00 PM, Mondays through Fridays, should they be required. The air intakes of compressors shall be equipped with silencers; engine driven machinery, where permitted, shall be equipped with mufflers; and sound insulating enclosures and baffles shall be provided where directed.

3.6 PESTICIDES AND HERBICIDES

A. Pesticides and herbicides shall be utilized only when specifically approved by OWNER and ARCHITECT. Where pesticides or herbicides are to be used in construction operations, data relative to restrictions on the type or types of material available and approved for application to control or eradicate vegetation, insects or organisms shall be obtained from the Department of Environmental Management. The amount of pesticide applied shall be limited to the recommended dosage. Application equipment shall provide an even distribution of the materials in accordance with the approved rate in terms of pounds per acre. Materials delivered to the site shall be covered and protected from the elements. Contents of the containers shall not be exposed. Application equipment or empty containers shall not be rinsed. Empty containers shall be disposed of legally, off-site, in a manner that would not cause pollution of surface or groundwater.

3.7 PROHIBITED CONSTRUCTION PROCEDURES

A. CONTRACTOR is advised that the disposal of excess excavated material in wetlands, the Pond, and the floodplain is strictly prohibited. Any violation of this restriction by CONTRACTOR or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. Therefore, CONTRACTOR will be required to remove the fill at his own expense and restore the area impacted.

B. CONTRACTOR shall comply with the following requirements regarding prohibited construction procedures as follows:

1. Dumping or discharge of excessively turbid water into any surface waters, or at unspecified locations.

2. Indiscriminate, arbitrary or capricious operations of equipment in any stream corridors, any wetlands or surface waters.

3. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors or any wetlands.

4. Damaging vegetation adjacent to, or outside of, the access road or the right-of-way.

5. Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters, or at an unspecified location.

6. Disposal of excess or unsuitable excavation material in wetlands, the Pond or floodplain even with permission of the property owner.

7. Open burning of project debris.

END OF SECTION 1502

SECTION 01660 - MECHANICAL AND ELECTRICAL COORDINATION

PART 1 - GENERAL

1.01 Scope:

A. This section outlines coordination procedures and requirements which are in addition to those outlined in the specification sections for each mechanical and electrical trade. Each contractor performing work in Division 15 and 16 shall be bound by this section as well.

1.02 Related Work Specified Elsewhere:

A. Division 2: Site Work
B. Division 3: Concrete
C. Division 15 - Mechanical
D. Division 16 - Electrical

PART 2 - MATERIALS

2.01 See Divisions 15 & 16 for materials used.

PART 3 - EXECUTION

3.01 Under-slab Work:

A. All electrical conduit, piping, low-voltage lines, or other work of Divisions 15 and 16 shown to run below or within the slab, shall be placed within the compacted gravel base below the vapor barrier before the slab is poured, unless specifically directed otherwise by the Architect. No such placement shall diminish the effective depth of the floor slab.

3.02 Excavations:

A. All excavating, filling and grading incidental to the installation of equipment required in accordance with the conditions for mechanical sections of the Specifications for piping, equipment, and electrical work shall be included in the Division of "Site Work" and the provisions of paragraphs under the applicable sections.

3.03 Sleeves:

A. Sleeves shall be required for all piping, conduit and other openings for work specified or shown. The sleeves shall extend through concrete or masonry walls, floors, and slabs. Sleeves shall be of proper size, of standard weight pipe, and shall be securely fastened in place to the approval of the Architect.

B. Sleeves shall be flush with the floor and slabs.

C. Sleeves through fire walls shall be sealed around periphery of pipe or conduit with approved fire stopping according to the provisions of Section 07270.

D. Sleeves through waterproofed walls shall be provided to obtain watertight conditions and shall be as approved by the Architect.

E. All sleeves shall meet with the approval of the Architect.

F. Contractor shall be responsible for all subsequent cutting and patching of openings due to omission of sleeves or improper setting. Fasten sleeves securely to avoid dislocation during concrete pouring.

G. All pipes and conduits passing through floors, walls or partitions shall be provided with sleeves having an internal diameter 2" larger than outside diameter of pipe. Firestop all voids in accordance with Section 07270.

3.04 Permits and Building Codes:

A. The installation of utilities and appurtenances shall be in accordance with the requirements of all State and municipal codes and regulations locally governing that work.

B. In instances where the requirements of the Drawings and Specifications are in excess of the requirements of the applicable codes and regulations, the requirements of the Drawings and Specifications shall govern, unless special permission to the contrary is granted by the Architect.

3.05 Representatives:

A. Competent representatives in charge of the work included in the electrical and mechanical sections shall be employed at the site of the work. All heating, ventilating, refrigeration, air conditioning and electrical work shall be done by qualified heating, refrigeration and/or electrical contractors and mechanics.

3.06 Cleaning of System:

A. Piping, ducts and equipment shall be thoroughly cleaned of foreign matter after being placed in operation. System shall be disconnected, cleaned and reconnected wherever necessary to locate and remove obstructions. Any work damaged in course of removing obstructions shall be repaired or replaced when system is reconnected at no additional cost to the Owner.

3.07 Testing:

A. Conduct all testing as required in Division 15 & 16.

B. Contractor shall submit to the Architect for record and approval a written report for each test conducted. Report shall indicate: date of test, system tested, method of testing, name of person or agency witnessing test, and results of tests. If test records are not kept and submitted, it will be assumed that the test was not completed and Contractor will be required to perform the test at the Architect's direction.

C. Tests shall be performed in presence of and to satisfaction of Architect and/or such other parties as may have jurisdiction.

D. Pressure test shall be applied to piping only before connection of equipment. In no case shall piping, equipment or accessories be subjected to pressures exceeding their ratings.

E. Defective work shall be promptly repaired or replaced and tests shall be repeated until particular system and component part receive approval of the Architect.

F. Any damages resulting from tests shall be repaired and damaged materials replaced.

G. Duration of tests shall be as determined by authorities having jurisdiction but in no case less than time prescribed in each section of specifications.

H. Equipment and systems which normally operate during certain seasons of year shall be tested during appropriate season. Test shall be performed on individual equipment, systems and their controls for proper operation, functioning and performance. Latter shall be operated simultaneously with equipment of system being tested.

I. During testing procedure, remove accessories liable to damage during tests.

J. Notice shall be furnished to Architect at least (2) two days prior to any testing. Contractor shall be solely responsible for any delays, damages, etc., resulting from failure to notify.

K. Notify Architect of any deviation from codes of work indicated or herein specified before installation of work is affected.

3.08 Cooperation With Other Trades:

A. Cooperate to fullest extent with all other trades to best expedite the entire work.

B. Furnish all information pertaining to materials, sizes, locations, means of support, etc., to all other trades requiring such information.

C. Where work of Contractor will be installed in close proximity to work of other trades, or where there is evidence that work of Contractor will interfere with work of other trades, he shall assist in working out space conditions to make satisfactory adjustment. See Paragraph 3.10 herein.

3.09 Interpretation of Drawings:

A. The mechanical and electrical layouts are generally diagrammatic as shown and all necessary parts, such as fittings, valves and accessories as may be required to carry out the intent and purpose of the Drawings shall be provided, as approved, at no additional cost to the Owner.

B. Mechanical equipment and such other apparatus as may require maintenance and operation from time to time shall be made easily accessible. Although the equipment may be shown on the drawings in certain locations, the construction may disclose that such locations do not make its position readily accessible. In such cases, notify the Architect for revised location before advancing the construction to a stage where a change will reflect additional expense.

C. Compare actual site conditions with the drawings and specifications and include additional work which careful examination would disclose. Advise the Architect of any omission, error or conflict in the plans and specifications.

D. Equipment, ductwork, and piping locations as shown are diagrammatic and approximate only unless fixed by dimensions. Actual field conditions govern exact locations. Adhere to locations on drawing where possible, consistent with building construction and equipment installed by others.

E. Contractor shall not scale measurements from the drawings but check with Construction Manager's latest drawings before proceeding with any work.

F. The work of the various mechanical and electrical trades shall be coordinated to avoid interference and to secure maximum head room. Particular attention is drawn to congested spaces inside of the structure. If, in the opinion of the Architect, during coordination and expedition of work it becomes necessary to develop "interference drawings" (defined as drawings embodying the work of trades involved, illustrating details of construction proposed by the Contractor and arrangement of actual equipment and apparatus purchased), such drawings shall be prepared by each subcontractor and be coordinated with the other subcontractors.

G. Work layouts shall be the responsibility of the Contractor, following minimum

requirements as set forth in these specifications and accompanying drawings.

H. Where head room or space conditions appear inadequate, Architect shall be notified before proceeding with installation. If directed by Architect, Contractor shall, without extra charge, make reasonable modifications in layout as needed to prevent conflict with work or other trades or for proper execution of work.

I. If in Contractor's opinion, work is shown or specified in manner or amount as to make it impossible to install a first class piece of work or to fulfill the intent of an efficient job when complete; notify the Architect in writing before submitting proposals.

J. Should Contractor fail to refer such instances to Architect as required above, no excuse for poor, defective or incomplete work will be accepted.

END OF SECTION 01660

SECTION 01700 - CONTRACT CLOSEOUT

1.1 DESCRIPTION:

A. Work included: Provide an orderly and efficient transfer of the completed Work to the Owner.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. "Substantial Completion" is defined in Paragraph 9.8.1 of the General Conditions.

1.2 QUALITY ASSURANCE:

A. Prior to requesting inspection by the Architect, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES:

A. Substantial Completion:

1. Prepare and submit the list required by the first sentence for Paragraph 9.8.2 of the General Conditions.

2. Within a reasonable time after receipt of the list, the Architect will inspect or determine status of completion.

3. Should the Architect determine that the Work is not substantially complete:

   a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.
   b. Remedy the deficiencies and notify the Architect when ready for reinspection.
   c. The Architect will reinspect the Work.

4. When the Architect concurs that the Work is substantially complete:

   a. The Architect will prepare a "Certificate of Substantial Completion" on AIA form G704, accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
   b. The Architect will submit the Certificate to the Owner and to the

Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. Prepare and submit the notice required by the first sentence of Paragraph 9.10.1 of the General Conditions.

2. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in Paragraph 9.10.2 of the General Conditions.

3. Certify that:

   a. Contract Documents have been reviewed;
   b. Work has been inspected for compliance with the Contract Documents;
   c. Work has been completed in accordance with the Contract Documents;
   d. Equipment and systems have been tested as required, and are operational;
   e. Work is completed and ready for final inspection.

4. The Architect will make an inspection to verify status of completion.

5. Should the Architect determine that the Work is incomplete or defective:

   a. The Architect promptly will so notify the Contractor, in writing, listing the incomplete or defective work.
   b. Remedy the deficiencies promptly, and notify the Architect when ready for reinspection.

6. When the Architect determines that the Work is acceptable under the Contract Documents, she/he will request the Contractor to make closeout submittals.

C. Closeout submittals include, but are not necessarily limited to:

1. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect;

2. Warranties and bonds;

3. Keys and keying schedule;

4. Spare parts and materials extra stock.

5. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:

   a. Certificates of Inspection;
   b. Certificates of Occupancy;

6. Certificates of Insurance for products and completed operations;

7. Evidence of payment and release of liens;

8. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

D. Final adjustment of accounts:

1. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.

2. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1.4 INSTRUCTION:

A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work .

END OF SECTION 1700

SECTION 01710 - CLEANING

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this Section.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. In addition to standards described in this Section, comply with requirements for cleaning as described in pertinent other Section of these Specifications.

1.2 QUALITY ASSURANCE:

A. Conduct daily inspection, and more often if necessary, to verify that requirements for cleanliness are being meet.

B. In addition to the standards described in this Section, comply with pertinent requirements agencies having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT:

A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY:

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING:

A. General:

1. Retain stored items in an orderly arrangement allowing maximum access, not impeding traffic or damage, and providing required protection of

materials.

2. Do not allow accumulation of scrap, debris, waste material, and other items not required for construction of this Work.

3. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

4. Provide adequate storage for all items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

2. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Restack, tidy, or otherwise service arrangements to meet the requirements of subparagraph 3.1-A-1 above.

3. Maintain the site in a neat and orderly condition at all times.

C. Structures:

1. Weekly, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove such items to the place designated for their storage.

2. Weekly, and more often if necessary, sweep interior spaces clean.

a. "Clean," for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other material capable of being removed by sue of reasonable effort and a hand-held broom.

3. As required preparatory to installation of succeeding materials, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the necessary cleanliness.

4. Follow the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials are installed.

a. "Clean," for the purpose of this subparagraph, shall be interpreted

as meaning free from foreign material which, in the opinion of the Architect, may be injurious to the finish floor material.

3.2 FINAL CLEANING:

A. "Clean," for the purposed of this Article, and except as may be specifically provided otherwise, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials.

B. Prior to completion of the Work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste. Conduct final progress cleaning as described in Article 3.1 above.

C. Site:

1. Unless otherwise specifically directed by the Architect, broom clean paved areas on the site and public paved areas adjacent to the site.

2. Completely remove resultant debris.

D. Structures:

1. Exterior:

a. Visually inspect exterior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
b. Remove all traces of splashed materials from adjacent surfaces.
c. If necessary to achieve a uniform degree of cleanliness, hose down the exterior of the structure.
d. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.

2. Interior:

a. Visually inspect interior surfaces and remove all traces of soil, waste materials, smudges, and other foreign matter.
b. Remove all traces of splashed materials from adjacent surfaces.
c. Remove paint droppings, spots, stains, and dirt from finished surfaces.

3. Glass: Clean inside and outside.

4. Polished surfaces: To surfaces requiring routine application of buffed

polish, apply the polish recommended by the manufacturer of the material being polished.

E. Schedule final cleaning as approved by the Architect to enable the Owner to accept a completely clean Work.

3.3 CLEANING DURING OWNER'S OCCUPANCY:

A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning shall be as determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION 01710

SECTION 01720 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included:

1. Throughout progress of the Work, maintain an accurate record of changes in the Contract Documents, as described in Article 3.1 below.

2. Upon completion of the Work, transfer the recorded changes to a set of Record Documents, as described in Article 3.2 below.

B. Related Work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

2. Other requirements affecting Project Record Documents may appear in pertinent other Sections of these Specifications.

1.2 QUALITY ASSURANCE:

A. Delegate the responsibility for maintenance of Record Documents to one person on the Contractors' staff as approved by the Architect.

B. Accuracy of records:

1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of the Specification and each sheet of the Drawings and other Documents where such entry is required to show the change properly.

2. Accuracy of records shall be such that future search for items shown in the Contract Documents may rely reasonably on information obtained form the approved Project Record Documents.

C. Make entries within twenty-four (24) hours after receipt of information that the change has occurred.

1.3 SUBMITTALS:

A. Comply with pertinent provisions of Section 01340.

B. The Architect's approval of the current status of Project Record Documents may

be a prerequisite to the Architect's approval of requests for progress payment and request for final payment under the Contract.

C. Prior to submitting each request for progress payment, secure the Architect's approval of the current status of the Project Record Documents.

D. Prior to submitting request for final payment, submit the final Project Record Documents to the Architect and secure his approval.

1.4 PRODUCT HANDLING:

A. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the Work and transfer of all recorded data to the final Project Record Documents.

B. In the event of loss of recorded data, use means necessary to again secure the data to the Architect's approval.

1. Such means shall include, if necessary in the opinion of the Architect, removal and replacement of concealing materials.

2. In such case, provide replacements to the standards originally required by the Contract Documents.

PART 2 - PRODUCTS

2.1 RECORD DOCUMENTS:

A. Job Set: Promptly following receipt of the Owner's Notice to proceed, secure from the Architect at no charge to the Contractor one complete set of all Documents comprising the Contract.

B. Final Record Documents: At a time nearing the completion of the Work, secure from the Architect at no charge to the Contractor one complete set of sepia transparencies of all Drawings in the Contract.

PART 3 - EXECUTION:

3.1 MAINTENANCE OF JOB SET:

A. Immediately upon receipt of the job set described in Paragraph 2.1-A above, identify each of the Documents with the title, **"RECORD DOCUMENTS - JOB SET."**

B. Preservation:

1. considering the Contract completion time, the probable number of occasions upon the job set must be taken out for new entries and for examination, and the conditions under which these activities will be performed, devise a suitable method for protecting the job set to the approval of the Architect.

2. Do not use the job set for any purpose except entry of new data and for review by the Architect, until start of transfer to date to final Project Record Documents.

3. Maintain the job set at the site of Work as that site is designated by the by the Architect.

C. Making entries on Drawings:

1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.

2. Date all entries.

3. Call attention to the entry by a **"cloud"** drawn around the area or areas affected.

4. In the event of overlapping changes, use different colors for the overlapping changes.

D. Make entries in the pertinent other Documents as approved by the Architect.

E. Conversion of Schematic Layouts:

1. In some cased on the Drawings, arrangements of conduits, piping, ducts and similar items, is shown schematically and is not intended to portray precise layout.

   a. Final physical arrangement is determined by the Contractor, subject to the Architect's approval.
   b. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the Drawings.

2. Show on the job set of Record Drawings, by dimension accurate to within one inch, the centerline of each run of items such as are described in subparagraph 3.1-E-1 above.

a. Clearly identify the item by accurate note such as "cast iron drain," "galv. water," and the like.
b. Show, by symbol or note, the vertical location of the item ("under slab," "in ceiling plenum," "exposed," and the like).
c. Make all identification sufficiently descriptive that it may be related reliably to the Specifications.

3. The Architect may waive the requirements for conversion of schematic layouts where, in the Architect's judgement, conversion serves no useful purpose. However, do not rely upon waivers being issued except as specifically issued in writing by the Architect.

3.2 FINAL PROJECT RECORD DOCUMENTS:

A. The purpose of the final Project Record Documents is to provide information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.

B. Approval of recorded data prior to transfer:

1. Following receipt of the transparencies described in Paragraph 2.1-B above, and prior to start of transfer of recorded data thereto, secure the Architect's approval for all required revisions.

C. Transfer of data to Drawings:

1. Carefully transfer change data shown on the job set of Record Drawings to the corresponding transparencies, coordinating the changes as required.

2. Clearly indicate at each affected detail and other Drawing a full description of changes made during construction, and the actual location of items described in subparagraph 3.1-E-1 above.

3. Call attention to each entry by drawing a "cloud" around the area or areas affected.

4. Make changes neatly, consistently, and with the proper media to assure longevity and clear reproduction.

D. Transfer of data to other Documents:

1. If the Documents other than the Drawings have been kept clean during progress of the Work, and if entries thereon have been orderly to the approval of the Architect, the job set of those Documents other than the

Drawings will be accepted as final Record Documents.

2. If any such Document is not so approved by the Architect, secure a new copy of that Document from the Architect at the Architect's usual charge for reproduction and handling, and carefully transfer the change data to the new copy to the approval of the Architect.

E. Review and Submittal:

1. Submit the completed set of Project Record Documents to the Architect as described in Paragraph 1.3-D above.

2. Participate in review meetings as required.

3. Make required changes and promptly deliver the final Project Record Documents to the Architect.

3.3 CHANGES SUBSEQUENT TO ACCEPTANCE:

A. The Contractor has not responsibility for recording changes in the Work subsequent to Final Completion, except for changes resulting from work performed under Warranty.

END OF SECTION 01720

SECTION 01730 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 DESCRIPTION:

A. Work included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.

B. Related work:

1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE:

A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

1.3 SUBMITTALS:

A. Comply with pertinent provisions of Section 01340.

B. Submit two copies of a preliminary draft of the proposed Manual or Manuals to the Architect for review and comments.

C. Unless otherwise directed in other Sections, or in writing by the Architect, submit three copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS:

A. Prepare instruction manuals in accordance with the provisions of this Section.

B. Contents: Include at least the following:

1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
2. Complete instructions regarding operation and maintenance of all equipment involved.

3. Complete nomenclature of all parts of all equipment.

4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.

5. Copy of all guarantees and warranties issued.

6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.

7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS:

A. Preliminary:

1. Prepare a preliminary draft of each proposed Manual

2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.

3. Secure the Architect's approvals prior to proceeding.

B. Final:

1. Complete the Manuals in strictly accordance with the approved preliminary drafts and the Architect's review comments.

C. Revisions:

1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Architect.

2. If the Contractor is required by the Architect to revise previously approved Manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION 1730

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 Related Documents:

A. Drawings and general provisions of Division-1 Specification sections apply to work of this section.

1.02 Work Included:

A. G.C shall carefully and fully coordinate all demolition of existing systems and materials with proposed new work of all trades to insure that any existing feeds, piping, panels, etc. required to remain are safeguarded and not removed unnecessarily.

The Drawings indicate the general extent, only, of the demolition, removals and alteration work to be performed. Prior to commencing of any demolition and removals of work, carefully examine all conditions as they exist at the project, and verify with the Architect the actual extent of the demolition and removals work. Be fully responsible for removing all existing materials which would otherwise interfere with the proper installation or function of the new work, whether or not such existing materials or conditions have been indicated, such work being performed without additional cost to the Contract; and perform the required demolition, removals and alteration work except where specifically noted to the contrary in the various trade SECTIONS of the Specifications, in which cases the specific trades shall perform such designated segments of the demolition and removals of work.

B. Wherever a general segment of the demolition of the existing building is indicated on the Drawings to be demolished or removed, completely remove all components contained in such segments, except where specifically noted to remain.

C. This section applies to demolition work and patching within and on existing structures to remain.

D. Provide all material, equipment and labor necessary for demolition and removal of mechanical, plumbing and electrical items, structural steel reinforced concrete columns, piers, beams, concrete slabs, interior partitions, unit vents, boilers radiators, exterior wall sections, roofing, glass block, windows, window store fronts, doors, frames, finish materials, fixtures, casework, rails, roof coping, finish materials (vinyl tile, ceramic tile, suspended ceilings) and other items noted to be removed or that interfere with new work. Also included are the removal and demolition of portions of the existing building to provide for the new work, and all other existing work indicated to

be demolished and removed or modified in any way or necessary for the installation of new construction items. Work in this Section of the specification will be coordinated with Division 1, Division 2, Division 7, Division 8, Division 15, and Division 16.

E. Assume all items are to be removed and legally disposed. The Trade Contractor shall review with the Owner, Contractor and Architect all items that are scheduled for removal. The Owner shall keep and relocate any items scheduled for removal.

F. Items identified for removal and relocation are included in this scope of work.

G. R&D of existing mechanical systems, including equipment, duct, radiators, boilers, piping, fans, roof, top equipment, etc.

H. Existing fire alarm systems are to remain in use during construction. General contractor is to protect, R&S and reinstall as required during renovation work any items scheduled for reuse as described on the life-safety drawings. Allow for addition devices and/or modification.

1.03 Related Work Described Elsewhere:

A. Cutting and Patching: Section 02090.

1.04 Quality Assurance:

A. In addition to complying with all pertinent codes and regulations, comply with requirements of those insurance carriers providing coverage for this work.

1.05 Job Condition:

A. Dust Control:

1. Use all means necessary to prevent the spread of dust and flying particles during performance of the work of this section; thoroughly moisten all surfaces and provide taped polyethylene dust barriers as required to prevent dust being a nuisance to the concurrent performance of other work on the site or occupancy of the existing building by the Owner.

B. Burning:

1. On-site burning will not be permitted.

C. Explosives:
   1. The use of explosives will not be permitted.

D. Protection:

   1. Use all means necessary to protect existing objects and furnishes designated to remain and, in the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect at no additional cost to the Owner.

   2. Contractor to protect LAN. Remove, store, protect, reinstall as requested to provide turnkey working system, minimally at the existing level of the network, and integrate into new security LAN.

1.07 Submittals:

A. Prior to the start of work of this Section, submit in accordance with Section 01340 of these specifications, copies of a demolition plan showing a proposed schedule of demolition for the work of this Section.

1.08 Work to be Performed:

A. Perform the following work:

   1. Furnish, install and maintain in a safe condition for the duration of the demolition and removals work, temporary protection items as required to ensure the safety of persons and property during the performance of the demolition and removals work.

   2. Furnish, install and maintain in proper condition until new permanent work is installed, all shoring, bracing, support members and reinforcing items, as required to ensure the structural integrity of the existing remaining walls, overhead structures and other structural components of the building. Remove such temporary work when no longer needed.

   3. Furnish, install and maintain in proper condition dust coverings to prevent the spread of dust beyond the immediate areas where demolition and removals work is being performed.

   4. Provide proper protection against damage for all existing materials, surfaces, services and other items, which are not required to be demolished or removed hereunder.

   5. After all affected services have been disconnected, or otherwise made

inactive, under the respective mechanical and electrical trade SECTIONS, perform all demolition and removals work, including major cutting and other cutting in existing surfaces as required to accommodate new work and remove all demolished materials from the site on a daily basis; except items designated to be stored on site for re-use, items designated to be turned over to the Owner and items designated to be removed under the various trade SECTIONS.

6. Except as otherwise specified in the various SECTIONS, furnish, install and maintain in a weather-tight condition until the new permanent items have been installed, temporary weather-proof closures for all openings in existing walls and roof surface, which are left by the removal of existing items therefrom, or which have been cut under the work of this Contract.

7. Obtain, and pay for, all required licenses and permits, and obtain pertinent authority approvals, prior to commencing the work of this SECTION 02050.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.01 Preparation:

A. Notification:

1. Notify the General Contactor at least two full working days prior to commencing the work of this Section.

B. Terra cotta walls and flat arch with lath and plaster

C. Reinforce concrete two way slabs. Raise floor structure.

D. Masonry walls.

E. Heavy wood timber structure.

F. Site Inspection:

1. Prior to all work of this Section, carefully inspect the entire site and all objects designated to be removed and to be preserved. Document all

existing damaged conditions. Otherwise the correction of all damage shall be the responsibility of the Contractor.

G. Clarification:

1. The drawings do not purport to show all objects within or on the building.

2. Before commencing the work of this Section, verify with the General Contractor and the Architect all objects to be removed and all objects to be preserved.

H. Scheduling:

1. Schedule all work in a careful manner with all necessary consideration for adjacent work.

3. Avoid interference with the use of, and passage to and from, adjacent buildings and facilities.

I. Protection of Services:

1. Preserve in operating condition all active MEP Services traversing the affected area and designated to remain.

2. Take all precautions during demolition. Insulate workers against electrical shock.

3.02 Items to be removed and properly disposed of include the following:

A. Ceiling tile and grid.
B. Ductwork and louvers as indicated on drawings.
C. Existing lighting fixtures

3.03 Disposals:

A. Remove all demolished items and materials from the site and legally dispose of in an environmentally approved manner.

B. Remove all debris from the site and building on a daily basis and dispose of in an environmentally safe manner. Store all removed items scheduled to be retained as directed by the owner's representative.

END OF SECTION 02050

SECTION 02090 - CUTTING AND PATCHING

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Division-1 Specification sections apply to work of this section.

B. Section 02050 – Demolition

1.2 QUALITY ASSURANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.

C. Operational Limitations: do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction exposed on exterior or in occupied spaces in a manner that would, in the Owner's opinion, reduce the building's aesthetic or visual qualities. Do no cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction, which was cut and patched in a visually unsatisfactory manner.

E. Warranty or existing warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

1.3 DESCRIPTION

A. Install Work in such a manner and sequence as to preclude or minimize cutting and patching of new Work.

B. Execute cutting (including excavation), fitting or patching of Work, required to:
   1. Make several parts fit properly.
   2. Uncover Work to provide for installation of ill timed Work.
   3. Remove and replace defective Work.
   4. Remove and replace non-conforming Work.
   5. Remove samples of installed Work for testing.

6. Provide rerouting penetrations of non-structural surfaces for installation of piping and electrical conduit.

C. Do not endanger any Work or any Work of other Contractors, by cutting, excavating, or otherwise altering any Work except with written consent of the Owner.

D. Do not cut into or cut away any structural concrete or other structural members, any other concrete or dig under any foundations or into structural walls or other parts, or in any case allow same to be done without full knowledge and written consent of the Owner.

E. Be responsible for damage resulting from violation of these provisions.

E. Use only firms or individual trades qualified to perform Work required under this Section.

1.4 JOB CONDITIONS

A. Before start of Work, obtain and pay for all permits required by all authorities having jurisdiction and notify all interested utilities companies.

B. Obtain approval of the Owner and authorities having jurisdiction for Work which affects existing exit ways, exit stairs, means of egress, or access to, or exit from, areas.

1. Review with and obtain approval of authorities for any temporary construction, which affects such areas.

C. Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

F. Avoid cutting existing utilities, pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until alternate provisions have been provided.

1.5 PAYMENT FOR COSTS

A. Costs associated with defective work, work performed out of sequence, or work that does not conform to Contract shall be corrected at no additional cost to the Owner.

PART 2 – PRODUCTS

2.1 MATERIALS – GENERAL

A. For exposed surfaces, use materials that are identical to and visually match adjacent surfaces, of use materials that visually match adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used.

B. Where applicable, comply with specifications for type of Work to be performed.

PART 3 – EXECUTION

3.1 INSPECTION

A. Perform preliminary investigations as required to ascertain extent of Work.

1. Conditions which would be apparent by such investigation will not be allowed as cause for claims for extra costs.

B. Inspect existing conditions for work, including elements subject to movement or damage during:

1. Cutting and patching.

C. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

D. Before proceeding, meet at Project Site with parties involved in cutting and patching, including mechanical and electrical trades.

1. Review areas of potential interference and conflict.
2. Coordinate procedures and resolve potential conflicts before proceeding.

E. After uncovering existing conditions for Work, inspect conditions affecting installation of new products or Work.

3.2 PREPARATION PRIOR TO CUTTING

A. Provide adequate shoring, bracing and support as required to maintain structural integrity of Project.

B. Provide protection for other portions of Project, which may be affected.

C. Provide protection from elements when required.

3.3 CUTTING AND REMOVAL – GENERAL

A. Execute fitting and adjustment to provide finished installation to comply with specified tolerances and finishes.

B. Execute cutting by methods which will prevent damage to existing or other Work and will provide proper surfaces to receive installation of new Work.

B. Perform backfilling as specified in applicable sections.

D. Neatly cut and remove materials, and prepare all openings to receive new work.

F. Remove masonry or concrete in small sections.

F. Provide shoring, bracing, and other supports to prevent movement, settlement, or collapse of remaining or adjacent wall areas, structure, or facilities.

G. Arrange shoring, bracing, and supports to prevent overloading of structure.

H. Take all precautions necessary to prevent damage to existing remaining work or to adjacent facilities.

I. Execute Work using methods which will prevent interference with use of remaining and adjacent facilities by the Owner.

J. Remove existing work indicated to be removed, or as necessary for installation of new Work.

K. Provide for cutting, fitting, repairing, patching and finishing of Work disturbed by installation of new Work.

3.4 CUTTING IN CONCRETE CONSTRUCTION

A. Where an opening larger than 10 inches in any dimension is required, or where dimension between two openings in less than two times maximum dimension of largest opening, and condition is not shown on architectural or structural drawings, obtain prior written approval of the Owner.
1. At floor slabs to be core drilled or cut, contractor shall find and mark all reinforcing in both faces located by means of x-ray, pach-ometer, or prof-ometer. Submit sketch showing location of rebar and proposed cuts or cores for review.

2. When written approval is obtained, comply with additional requirements and instructions of Architect.

3.6 MATCHING AND PATCHING

A. Where items are removed from existing walls, ceilings, floors or partitions to remain, repair wall, ceiling, floor or partition disturbed by removal.

B. Where walls, ceilings, floors or partitions are removed, repair abutting walls, ceilings or floors disturbed by removal.

C. Where existing construction is cut, removed or otherwise disturbed to permit installation of new Work, match and patch existing disturbed construction.

D. Use methods and materials similar in appearance, and equal in quality to areas or surfaces being repaired.

E. Restore Work, which has been cut or removed; install new products to provide completed Work in accord with requirements of Contract Documents.

E. Patch Work must in every way possible match existing work and adjacent surfaces.

G. Re-finish entire surfaces as necessary to provide an even finish to match adjacent finishes.

1. Continuous surfaces; to nearest intersections.
2. Assembly; entire refinishing.

H. In existing areas remove and replace existing ceilings and finishes for installation of Work, if not shown to be removed on Architectural Drawings and Schedules.

1. If existing ceiling cannot be satisfactorily reinstalled, replace with like materials and construction.

2. Replace damaged construction with like materials.

END OF SECTION 02090

SECTION 04200 - UNIT MASONRY

PART 1 - GENERAL

1.01 Related Documents:

A. Drawings and general provisions of Division-1 Specification sections apply to work of this section.

1.02 Description of Work:

A. Extent of each type of unit masonry work is indicated on drawings and schedule.

B. Types of masonry work required include:

Concrete unit masonry.

C. Brick replacement and infills.

1.03 Quality Assurance:

A. CMU producer shall be qualified by manufacturer.

B. Fire Performance Characteristics: Where indicated, provide materials and construction that are identical to those of assemblies whose fire endurance has been determined by testing in compliance with ASTME 119 by a recognized testing and inspecting organization or by another means, as acceptable to authority having jurisdiction.

C. Single Source Responsibility for Masonry Units: Obtain exposed masonry units of uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from on manufacturer for each different product required for each continuous surface or visually related surfaces.

1.04 Performance Requirements:

A. Water permanence of masonry: ASTM E 514-74.

B. Bond strength of mortar: ASTM E 72-74.

C. Single Source Responsibility for Mortar Materials: Obtain mortar ingredients of uniform quality, including color for exposed masonry, from one manufacturer for each cementitious component and from one source and producer for each aggregate.

D. Qualifications of Workers:

1. For the actual cutting and placing of masonry units, use only skilled journeyman masons who are thoroughly experienced with the materials and methods specified and thoroughly familiar with the design requirements.

2. In acceptance or rejection of installed masonry units, no allowance will be made for lack of skill on the part of workers.

3. Provide one skilled journeyman mason who shall be present at all times during execution of the work of this section and who shall personally direct the execution of this portion of the work.

E. Codes and Standards:

1. In addition to complying with all pertinent building codes and regulations, comply with all pertinent standards and recommendations included in the following publications, the most recent issue of each:

a. Federal Specifications:

SS-C-62lb & Int. AM-2 (GSA-FSS)	Concrete Masonry Units, Hollow (& Solid, Prefaced and Unglazed).

b. American Society for Testing and Materials (ASTM) Standards:

A-82	Cold Drawn Steel Wire for Concrete Reinforcement
A-153	Zinc Coating (Hot-Dip) on Iron and Steel Hardware
C-5	Quicklime for Structural Purposes
C-33	Concrete Aggregates
C-55	Concrete Building Brick
C-90	Hollow Load-Bearing Concrete Masonry Units (except for appearance criteria)
C-91	Masonry Cement

C-140	Sampling and Testing Concrete Masonry Units
C-144	Aggregate for Masonry Mortar
C-145	Solid Load Bearing Concrete Masonry Units
C-150	Portland Cement
C-216	Facing Brick
C-207	Hydrated Lime for Masonry Purposes
C-270	Mortar for Unit Masonry
C-426	Drying Shrinkage of Concrete Block
C-476	Mortar and Grout for Unit Masonry
E-84	Surface Burning Characteristics of Building Materials
E-119	Fire Tests of Building Construction and Materials
E-149	Bond Strength of Mortar to Masonry Units

F. ANSI Standards:

A41.1 Building Code Requirements for Masonry

a. Codes and Standards: Comply with provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified:

1. ASTM C270 "Mortar for Unit Masonry"

2. ACI 531 "Building Code Requirements for Concrete Masonry" and the RI State Building Code.

b. Where provisions of the pertinent codes and standards conflict with this specification, the more stringent provisions shall

govern.

G. Testing:

1. Owner may engage an independent testing and inspection agency to perform tests on masonry, mortar and grout, inspect reinforcing and submit reports. Full-time, on-site inspection will be conducted during placement of reinforced unit masonry, placement of reinforcement, and during grouting. The inspector shall certify that the wall has been constructed properly. Inspection shall include jointing, mortar, grouting, flashings, ties, anchors, accessories, reinforcement size and placement, general installation and execution.

2. Sampling, testing, and inspections for quality control shall include the following:

a. Grout Slump: One test (ASTM C143) at point of discharge for each set of compression test specimens made.

b. Grout Compression Test: One set of prisms for each type of grout used (ASTM C1019). Test once at the beginning of the work and at subsequent intervals as specified by the Architect.

c. Sieve analysis of sand aggregate to be used in the mortar. Conduct two tests at the initial depositing of aggregate at the Project site and two tests when the appearance of source of the aggregate changes.

d. Mortar Evaluation: One set of tests (ASTM C780) for consistency by cone penetration, consistency retention, aggregate ratio, water content, air content, compressive strength, and splitting tensile strength. Test once at the beginning of the work and at subsequent intervals as specified by the Architect. Submit report evaluation that is consistent with ASTM C780-A8.

e. Concrete Masonry Unit Evaluation: One set of tests (ASTM C140) for each type and size of C.M.U. used for compressive strength, absorption, weight, moisture content and dimensions. Test once at the beginning of the work and at subsequent intervals as specified by the Architect.

H. Masonry Prisms:

One set of tests (ASTM E447) for each type and size of C.M.U. used. Test using ungrouted specimens with Method B. Provide not less than three test prisms for each 5,000 square feet of load bearing wall area or each story height, whichever is greater, in accordance with ASTM E447.

1. Test one prism at seven days and two at 28 days. Test reports to show compressive load at first crack, compressive strength and description of failure.

2. Test prisms of concrete block shall have a height-to-thickness ratio of not less than 2 and they shall be at least 16" high. The thickness of the prisms shall be the same as the thickness of the wall in the structure. The length of the prism shall be 16". The cells shall not be filled with grout. It shall not be less than 1550 psi on the net area.

3. Prisms shall be built on the job by masons using the same materials and methods as for the wall construction. The prisms shall be stored in a place where they will be undisturbed for seven days and have approximately the same curing conditions as the wall. After seven days they shall be transported to the testing laboratory in a manner which will not disturb the mortar bond.

I. Inspect vertical cells, bond beams and lintel for cleanliness and reinforcing prior to grouting.

J. Tests of mortar mixes will be performed to ensure conformance with requirements stated herein and to ensure mortar will not produce efflorescence.

K. Inspect installation of flashing and weeps. Test each level of thru-wall flashing by placing a hose into the cavity when masonry is 32" above flashing line and attempting to flood the cavity with water. Note the flow of water from weeps. Masonry work in that area shall not proceed higher until free and sufficient flow is noted.

L. Additional sampling, testing and inspections may be required at the direction of the Architect, if the material or work does not conform to the requirements of the Contract Documents. This additional sampling, testing and inspection will be at the cost of the Contractor when non-conforming materials or work is verified.

M. Copies of all inspection and test reports shall be submitted to the Owner, Contractor, Construction Manager Architect and Structural Engineer within 48 hours of the inspection or test.

1.05 Submittals:

A. Mill Certificates: Submit steel producer's certificates of mill analysis, tensile and bend tests for reinforcement steel required for project.

B. Shop Drawings: Submit checked shop drawings for fabrication, bending, and placement of reinforcement bars. Comply with ACI 315, "Manual of Standard Practice for Detailing Reinforced Concrete Structures". Show bar schedules, diagrams of bent bars, dowels, bar supports, spacings, and other arrangements and assemblies as required for fabrication and placement of reinforcement for unit masonry work. Indicate reinforcing for masonry by drawing wall plans and elevations. Coordinate reinforcing around openings with all the drawings. Indicate vertical and horizontal bar splice locations.

C. Submit samples of all materials for approval. Deliver one pallet of representative block to site for Architect's inspection and approval prior to shipment of dry block.

D. Submit supplier certification for all materials as to conformance to these specifications, including test data information (in accordance with ASTM C140).

E. Submit the name of and provide access to at least one local, previously-constructed project which used concrete masonry units furnished from the plant proposed for this project. Submit same for brick proposed for this project. Provide to the Architect for his optional inspection.

F. Submit mix designs for each type of mortar, fine grout, and coarse grout to be used. Include proposed changes to the design that will occur during cold weather concrete masonry construction. Submit certification for Type S mortar.

G. Submit sieve analysis of the sand aggregate to be used in the mortar.

H Submit concrete masonry unit compressive test results, taken within the past year, in accordance with ASTM C140, for each type and size of CMU to be supplied to the project. These test results are to represent the CMU which will be supplied.

I. Materials Data:

1. Submit manufacturer's literature in compliance with Section 01340 for each type of accessory and reinforcing.

1.06 Delivery, Storage and Handling:

A. Deliver masonry materials to project in undamaged condition.

B. Store and handle masonry units to prevent their deterioration or damage due to moisture, temperature changes, contaminants, corrosion or other causes.

Limit moisture absorption of concrete unit masonry units during delivery and until time of installation to the maximum percentage specified for Type I units for the average annual relative humidity as reported by the U.S. Weather Bureau Station nearest project site.

C. Store cementitious materials off the ground, under cover and in dry location.

D. Store aggregates where grading and other required characteristics can be maintained.

E. Store masonry accessories including metal items to prevent deterioration by corrosion and accumulation of dirt.

1.07 Project Conditions:

A. Protection of Work: During erection, cover top of walls with heavy waterproof sheeting at end of each day's work. Cover partially completed structures when work is not in progress.

B. Extend cover a minimum of 24 inches down both sides and hold cover securely in place.

C. Do not apply uniform floor or roof loading for at least 12 hours after building masonry walls or columns.

D. Do not apply concentrated loads for at least three days after building masonry walls or columns.

E. Staining: Prevent grout or mortar or soil from staining the face of masonry to be left exposed or painted. Remove immediately grout or mortar in contact with such masonry.

F. Protect base of walls from rain-splashed mud and mortar splatter by means of coverings spread on ground and over wall surface.

G. Protect sills, ledges and projections from droppings of mortar.

H. Cold Weather Protection.

I. Do not lay masonry units which are wet or frozen.

J. Remove any ice or snow formed on masonry bed by carefully applying heat until top of surface is dry to the touch.

K. Remove masonry damaged by freezing conditions.

L. Perform the following construction procedures while the work is progressing. Temperature ranges indicated below apply to air temperatures existing at time of installation except for grout. For grout, temperature ranges apply to anticipated minimum night temperatures. In heating mortar and grout materials, maintain mixing temperatures selected within 10 degrees F (6 degrees C).

40 degrees F (4 degrees C) to 30 degrees F (0 degrees C):

Mortar: Heat mixing water to produce mortar temperature between 40 degrees F (4 degrees C) and 120 degrees F (49 degrees C).

Grout: Follow normal masonry procedures.

32 degrees F (0 degrees C) to 25 degrees F (-4 degrees C):

Mortar: Heat mixing water and sand to produce mortar temperatures between 40 degrees F (4 degrees C) and 120 degrees F (49 degrees C); maintain temperature of mortar on boards above freezing.

Grout: Heat grout materials to 90 degrees F (32 degrees C) to produce inlay grout temperature of 70 degrees F (21 degrees C) at end of work day.

25 degrees F (-4 degrees C) to 20 degrees F (-7 degrees C):

Mortar: Heat mixing water and sand to produce mortar temperatures between 40 degrees (4 degrees C) and 120 degrees F (49 degrees C).

Grout: Heat grout materials to 90 degrees F (32 degrees C) to produce inlay grout temperature of 70 degrees F (21 degrees C) at end of work day.

Heat both sides of walls under construction using salamanders or other heat sources.

Use windbreaks or enclosures when wind is in excess of 15 mph.

20 degrees F (-7 degrees C) and below:

Mortar: Heat mixing water and sand to produce mortar temperatures between 40 degrees F (4 degrees C) and 120 degrees F (49 degrees C).

Grout: Heat grout materials to 90 degrees F (32 degrees C) to produce inlay grout temperature of 70 degrees F (21 degrees C) at end of work day.

Masonry Units: Heat masonry units so that they are above 20 degrees F (-7 degrees C) at time of laying.

Provide enclosure and auxiliary heat to maintain an air temperature of at least 40 degrees F (4 degrees C) for 24 hours after laying units.

Do not heat water for mortar and grout above 160 degrees F (71 degrees C).

Protect completed masonry and masonry not being worked on in the following manner. Temperature ranges indicated apply to mean daily air temperatures except for grouted masonry. For grouted masonry temperature ranges apply to anticipated minimum night temperatures.

40 degrees F (4 degrees C) to 32 degrees F (0 degrees C):

Protect masonry from rain or snow for at least 24 hours by covering with weather-resistive membrane.

32 degrees F (0 degrees C) to 25 degrees F (-4 degrees C):

Completely cover masonry with weather-resistive membranes for at least 24 hours.

25 degrees F (-4 degrees C) to 20 degrees F (-7 degrees C):

Completely cover masonry with weather-resistive insulating blankets or similar protection for at least 24 hours, 48 hours for grouted masonry.

20 degrees F (-7 degrees C) and below:

Except as otherwise indicated, maintain masonry temperatures above 32 degrees F (0 degrees C) for 24 hours using enclosures and supplementary heat, electric heating blankets, infrared lamps or other methods proven to be satisfactory. For grouted masonry, maintain heated enclosure to 40 degrees F (4 degrees C) for 48 hours.

PART 2 - PRODUCTS

2.01 Unit Masonry Materials:

A. Hollow-core concrete block

1. Standard weight concrete masonry units conforming to ASTM C-90, latest revision. Grade N, Type 1.

2. Provide block units of sizes and shapes required for the work with the following minimum equivalent solid thickness. Refer to the Drawings for locations.

a. 6” block: un-rated, 3.21 inches; 1 hr. rated, 3.21 inches, 2 hr. rated, 4.2 inches.

b. 8” block: un-rated, 4.04 inches; 1 hr. rated, 4.04 inches, 2 hr. rated, 4.2 inches.

c. 12” block: un-rated, 5.35 inches; 2 hr. rated, 5.35 inches.

B. Brick Veneer: brick with dimensions 2-1/4” x 3-5/8” x 7 5/8” actual is to be selected from below or equal:

1. Belden Brick Mohawk Blend – 7 5/8” or 7 7/8”.

2.02 Mortar Materials: Use Type ‘S’ at interior only & Type ‘N’ @ exterior veneer only.

A. Portland Cement:

1. For block work, ASTM Specification C150, Type 1 or Type III, light colored. Type III shall be used during cold weather concrete masonry construction. Use one brand of cement throughout the entire job. Masonry cement and blended hydraulic cements are not permitted.

B. Hydrated Lime:

1. ASTM Specification C207, Type S or SA.

C. Sand:

1. ASTM Specification C144.

2. Clean and wash.

D. Water:

1. Clean and potable

E. Mortar Proportions for Concrete Unit Masonry:

1. One (1) part Portland Cement, ¼ - ½ parts hydrated lime, and 2 ¼ to 3 parts sand, all by volume of cementitious materials. Measurement, mixing and tempering of mortar shall be in accordance with ASTM C270, except hand mixing is not permitted.

2. Average minimum compressive strength at 28 days shall be 1800 psi for Type S and shall have minimum water retention of 75 % and a maximum air content of 12%.

F. Additives:

1. Admixtures including but not limited to air-entraining agents, accelerators, retarders, water-repellent agents, anti-freeze compounds and calcium chloride shall not be used in mortar for CMU.

G. Frozen materials, particularly sand, shall not be used to mix and create mortar.

2.03 Accessories and Reinforcement:

A. Exterior cavity wall joint reinforcing with block facing and block back-up shall be as follows: Hot dipped galvanized, ASTM A 153, Class B2.

1. At all other cavity walls use #9 gauge side and cross wire, truss type, galvanized joint reinforcing with galvanized 3/16" diameter rectangular adjustable wall ties, shop welded to the joint reinforcing and spaced at 16" on center as manufactured by Hohmann & Barnard, Inc. or approved equal. Include all prefabricated corner and intersection pieces as required. Width at the joint reinforcing shall be 1" less than the actual block width and the ties shall extend to within 1/2" of the outside

face of the brick facing.

a. Cavity Wall replacement: HB #180: BL Dub'l Loop-lok Truss with 4 point V weld finish.
b. Double Cavity Wall reinforcement: HB #270 with adjustable eye-wire at each side.

B. Interior wall joint reinforcement at all single and double wythe hollow masonry shall be truss type by Hohmann & Barnard, Inc. or approved equal with No. 9 gauge side and cross wires galvanized. Include all prefabricated corner and intersection pieces as required. Width of the joint reinforcing shall be 1" less than the actual wall thickness. Mill galvanized, ASTM A641 & A525.

C. Provide additional items for reinforcing masonry or tying masonry back to the structure as indicated or required. This includes anchors and ties, all galvanized as required for special conditions. Items shall be as manufactured by Hohmann & Barnard, Inc. (or approved equal).

D. Bar supports: Include bar supports and schedules with the Shop Drawings, in accordance with CRSI requirements for maintaining continuous horizontal bars up in bond beams and lintels.

E. Shop-fabricate reinforcing bars which are shown to be bent or hooked. Provide Grade 60 for all reinforcing bars, complying with ASTM A-615.

F. Masonry Ties to Structural Steel: D/A 709 with D/A 701 weld on by Durawal or approved equal.

2.06 Flashing:

A. Fabric flashing (indicated as 3 oz fabric flashing) shall be one of the following:

1. AFCO copper fabric, 3 oz copper weight.

2. Wasco/York copper fabric, 3 oz. copper weight.

3. Or equal, submitted in accordance with Section 01600.

2.07 Cleaners:

A. As recommended by brick & block manufacturer. 'Pro-So-Co No. 600.' Detergent with No. 101 lime solvent Vanatol.

2.08 Water:

Clean and potable for all uses.

2.09 Fine and Coarse Grout:

Refer to Section 03316 for grout requirements.

2.10 Mortar Materials:

A. Mortar shall match as close as possible to existing mortar joint.
B. Resetting and pointing mortar shall be a type that matches the existing
C. Restoration & cleaning materials and stripping agents.

2.11 Brick Repair Mortars:

A. Mortar to be Type N with 1 part cement, 1 part hydrated lime and 5 to 6 parts sand. Color to match existing.

B. Cement shall be Portland Cement conforming to ASTM C150.

C. Lime shall be Type S Hydrated Lime for masonry purposes conforming to ASTM C-207.

D. Sand shall be clean and graded of medium to fine particle size. It shall conform to ASTM C-144.

E. No antifreeze compounds or accelerators are allowable in any mortar used for brick, stone, or joint rep.

PART 3 - EXECUTION

3.01 Installation, General:

A. Do not wet concrete masonry units.

B. Thickness: Build cavity and composite walls and other masonry construction to the full thickness shown. Build single-wythe walls to the actual thickness of the masonry units, using the units of nominal thickness indicated.

C. Build chases and recesses as shown or required for the work of other trades. Provide not less than 8” of masonry between chase or recess and jamb of openings and between adjacent chases and recesses.

D. Leave openings for equipment to be installed before completion of masonry work. After installation of equipment, complete masonry work to match work immediately adjacent to the opening.

E. Cut masonry units using motor-driven saws to provide clean, sharp, unchipped edges. Cut units as required to provide continuous pattern and to fit adjoining work. Use full-size units without cutting where possible.

Use dry cutting saws to cut concrete masonry units.

F. Matching Existing Masonry Work: Match coursing, bonding, color and texture of new masonry work with existing work.

G. Construction Tolerances:

1. Variation from Plumb: For vertical lines and surfaces of columns, walls and arises do not exceed ¼" in 10' or 3/8" in a story height not to exceed 20' nor ½" in 40' or more. For external corners, expansion joints, control joints and other conspicuous lines do not exceed ¼" in any story or 20" maximum nor ½" in 40' or more. For vertical alignment of head joints do not exceed plus or minus ¼" in 10', ½" maximum.

2. Variation from Level: For bed joints and lines of exposed lintels, sills, parapets, horizontal grooves or other conspicuous lines, do not exceed ¼" in any bay or 20' maximum nor ½" in 40' or more. For top surface of bearing walls do not exceed 1/8" between adjacent floor elements in 10' or 1/16" within width of a single unit.

3. Variation of Linear Building Line: For position shown in plan and related portion of columns, walls and partitions, do not exceed ½" in any bay or 20' maximum nor ¾" in 40' or more.

4. Variation in Cross-Sectional Dimensions: For columns and thickness of walls, from dimensions shown, do not exceed minus ¼" nor plus ½".

5. Variation in Mortar Thickness: Do not exceed bed joint thickness indicated by more than plus or minus 1/8" with a maximum thickness limited to ½". Do not exceed head joint thickness indicated by more than plus or minus 1/8".

H. Laying Masonry Walls:

1. Layout walls in advance for accurate spacing of surface bond patterns with uniform joint widths and to accurately locate opening, movement-type joints, returns and offsets. Avoid the use of less-than-half-size units at corners, jambs and wherever possible at other locations.

2. Lay-up walls to comply with specified construction tolerances, with courses accurately spaced and coordinated with other work.

3. Pattern Bond: Lay exposed masonry in the bond pattern shown, if not shown, lay in running bond with vertical joint in each course centered on units in courses above and below. Lay concealed masonry with all units in a wythe in running bond or bonded by lapping not less than 2". Bond and interlock each course of each wythe at corners. Do not use units with less than nominal 4" horizontal face dimensions at corners or jambs.

4. Stopping and Resuming Work: Rack back ½-unit length in each course; do not tooth. Clean exposed surfaces of set masonry, wet units lightly (if required) and remove loose masonry units and mortar prior to laying fresh masonry.

5. Built-In Work: As the work progresses, build-in items specified under this and other sections of these specifications. Fill in solidly with masonry around built-in items.

   Fill in space between hollow metal frames and masonry solidly with mortar, unless otherwise indicated.

I. Mortar Bedding and Jointing:

1. Lay concrete masonry units with full mortar coverage on horizontal and vertical face shells. Bed webs in mortar in starting course on footings and in all courses of piers, columns and pilasters.

2. Tool exposed interior joints slightly concave using a jointer larger than joint thickness.

3. Tool exposed exterior joints to produce a weathered effect.

4. Remove masonry units disturbed after laying; clean and reset in fresh mortar. Do not pound corners or jambs to shift adjacent units which have been set in position. If adjustments are required, remove units, clean off mortar and reset in fresh mortar.

J. Cavity Walls:

1. Keep cavity clean of mortar droppings and other materials during construction. Strike joints facing cavity flush.

2. Provide weep holes in exterior wythe of cavity wall located

immediately above ledges and flashing, 2'-0" o.c., unless otherwise located by raking out head joint.

K. Anchoring Masonry Work:

1. Embed tie section in masonry joints.

2. Space ties as indicated but not more than 24" o.c. vertically and 16" o.c. horizontally. Install additional ties within 1'-0" of openings and at intervals around perimeter not exceeding 3'-0".

L. Control and Expansion Joints:

1. General: Provide vertical and horizontal expansion, control and isolation joints in masonry where shown. Build-in related items as the masonry work in progress.

M. Lintels:

1. Install steel lintels where indicated.

N. Flashing of Masonry Work:

1. General: Provide concealed flashing in masonry work at, or above, shelf angles, lintels, ledges and other obstructions to the downward flow of water in the wall so as to divert such water to the exterior. Prepare masonry surfaces smooth and free from projections which could puncture flashing. Seal penetrations in flashing with mastic before covering with mortar.

2. Extend flashing the full length of lintels and shelf angles and minimum of 4" into masonry each end. At heads and sills turn up ends not less than 2" to form a pan.

3. Install flashing to comply with manufacturer's instructions.

O. Repair, Repointing and Cleaning:

1. Remove and replace masonry units which are loose, chipped, broken, stained or otherwise damaged, or if units do not match adjoining units as intended. Provide new units to match adjoining units and install in fresh mortar or grout, pointed to eliminate evidence of replacement.

2. Pointing: During the tooling of joints, enlarge any voids or holes, except weep holes, and completely fill with mortar. Point-up all joints

including corners, openings and adjacent work to provide a neat, uniform appearance, prepare for application of sealants.

P. Final Cleaning: After masonry is thoroughly set and cured, clean masonry as follows:

1. Remove large mortar particles by hand with wooden paddles and non-metallic scrape hoes or chisels.

2. Test cleaning methods on sample wall panel; leave ½ panel uncleaned for comparison purposes. Obtain Architect's approval of sample cleaning before proceeding with cleaning of masonry.

3. Protect non-masonry surfaces from contact with cleaner by covering them with liquid strippable masking agent, polyethylene film or waterproof masking tape.

4. Saturate wall surfaces with water prior to application of cleaners; remove cleaners promptly by rinsing thoroughly with clear water.

5. Clean concrete unit masonry to comply with masonry manufacturer's directions and applicable to NCMA "Tek" bulletins.

6. Protection: Provide final protection and maintain conditions in a manner acceptable to Installer, which ensures masonry work being without damage and deterioration at time of substantial completion.

END OF SECTION 04200

SECTION 09540 - ACOUSTICAL CEILING SYSTEM

PART 1 - GENERAL

1.01 Related Documents:

A. Drawings and general provisions of Division-1 Specification sections apply to work of this section.

1.02 Work Included:

A. Provide all material, equipment and labor necessary to install acoustical suspended ceilings as indicated on the plans and as specified including all support, wires and wall trim.

1.03 Quality Assurance:

A. Qualifications of Installer:

1. Minimum of three project installations of comparable extent as proposed project.

2. Submit written description of material installer listing name of material, manufacturer's qualifications of installation personnel, and years of concurrent experience.

B. Tolerances:

1. Surfaces to receive acoustical treatment: Free from irregularities and level to 1/4" (6mm) in 12-ft. (3.6m).

2. Deflection:

   a. Suspension system components, hangers, and fastening devices supporting light fixtures, ceiling grilles, and acoustical units: maximum deflection 1/360 of the span.
   b. Deflection test: ASTM C635.

3. Allowable tolerance of finished acoustical ceiling system: level within 1/8" (3mm) in 12-ft. (3.6m).

4. Flame spread of acoustical tile: O-25 (ASTM E84) Class A (FED SPEC SS-S-118B) 25 or under (UL Label).

1.04 References:

A. The following publications of the issues listed below, but referenced hereafter by basic designation only, form a part of this specification to the extent indicated by the references thereto:

1. Federal Specifications:

   a. QQ-W-423B Wire, Steel, Corrosion-resisting.
   b. QQ-W-461H Wire, Steel Carbon (round bare and coated).
   c. SS-S-118B Sound-Controlling Blocks and Boards (Acoustical Tiles and Panels, Prefabricated).

2. American Society for Testing and Materials (ASTM) Publications:

   a. ASTM E90: Laboratory Measurement of Airborne-Sounded Transmission Loss of Building Materials.
   b. ASTM E119: Fire Test of Building Construction and Materials.
   c. ASTM E413: Determination of Sound Transmission Class.
   d. ASTM C635: Metal Suspension System for Acoustical Tile and Lay-In Panel Ceilings.
   e. ASTM C636: Installation of Metal Ceilings Suspension Systems for Acoustical Tile and Lay-in Panels.

3. Acoustical and Insulation Materials Association (AIMA) Publications:

   a. AIMA-I-1101967: Ceiling Sound Transmission Test by Two-Room Method.

1.05 Submittals:

A. Samples:

1. Submit five full size samples of each type of acoustical material to illustrate color and range of appearance.

2. Submit one full size sample of each suspension system member, moldings, and hangers.

B. Shop Drawings:

1. Layout indication.

2. Insert and hanger spacing and fastening details.

3. Splicing method for main and cross runners.

4. Change in level details.

5. Access door dimensions and locations.

6. Acoustical unit support at ceiling fixture.

C. Manufacturer's Literature: Submit for review of the Architect, the manufacturer's recommendation for installation of suspension system.

D. Certificates:

1. Furnish certification of fire endurance rating and flame spread index of fire rating organization.

2. Furnish certification of materials and systems conforming to specification requirements.

E. Submit the following under provisions of Section 01340-Submittals:

1. Including but not limited to: Literature, Manufacturer's product data sheets, specifications, performance data, physical properties, samples, manufacturer's certificates, for all products under the specification.

1.06 Product Delivery, Storage and Handling:

A. Deliver materials in original, unopened, protective packaging, with manufacturer's labels indicating brand name, pattern, size, thickness and fire rating as applicable, legible and intact.

B. Store materials in original protective packaging to prevent soiling, physical damage or wetting.

C. Store cartons open at each end to stabilize moisture content and temperature.

D. Do not begin installation until sufficient materials to complete a room are received.

E. Mold prevention: Immediately remove any materials showing signs of mold and mildew, including any with moisture stains, from the site and properly dispose of them. Replace moldy materials with new, undamaged materials. Complying with Section 01800 Sustainable Design Requirements – item IEQP-8.

1.07 Environmental Requirements:

A. Complete installation of dampening materials before beginning work.

B. Maintain humidity of 65% - 75% in area where acoustical materials are to be installed, 25 hours before, during, and 25 hours after installation.

C. Maintain a uniform temperature in the range of 55 ° F (12 ° C) to 70 ° F (21 ° C) prior to and during installation of material.

D. Do not install acoustical ceilings until the building is enclosed, sufficient heat is provided, dust generating activities have terminated and overhead mechanical work is completed, tested, and approved.

PART 2 - PRODUCTS

2.01 Acoustical Tile Ceilings/Suspension Systems

A. Tiles

1. Acoustical Ceiling: **Type 1**

a. Type: Armstrong World Industries: Optima Tegular #3354, 24” x 24” x 1” square tegular edge, white

b. Performance Characteristics:

1. Sound Control: UL CLASSIFIED NRC of 0.90 per ASTM C423, CAC rating of 26 per ASTM E 1414
2. Flame Spread: 0-25 per ASTM E84
3. Light Reflectance: .90
4. Dimensional Stability: Warranty to withstand sag in conditions up to 104 degrees F/90%RH.
5. Warranty: 15-year system warranty with grid.

2.02 MANUFACTURERS

Ceiling Panels:
Armstrong World Industries, Inc.
Suspension Systems:
Armstrong World Industries, Inc.

2.05 SUSPENSION SYSTEMS/TRIM

1. Type 1:

A. Armstrong Suprafine 9/16” face tee, white.

B. Performance Characteristics:

1. Load: Intermediate Duty per ASTM C635.
2. Fabrication: Cold rolled steel, hot dipped galvanized.
3. Molding: 9/16” molding.
4. Warranty: 10- year system warranty.

C. Submit manufactures data suspension system produced within 500 miles.

D. Submit Manufactures data suspension system recycled content, minimum 20%.

2.06 Ceiling System Accessory Items:

A. Attachment Devices: 12 ga. galvanized carbon steel hanger wire.

PART 3 - EXECUTION

3.01 Condition of Surfaces:

A. Examine surfaces scheduled to receive suspended or directly attached acoustical units for unevenness, irregularities, and dampness that would affect quality and execution of work.

B. Mark access provisions as to size and location before beginning installation.

C. Installer to examine areas to receive linear metal ceiling system for conditions that might adversely effect the installation of the ceiling system. Report all unsatisfactory conditions to the Construction Manager. Do not start installation work until all unsatisfactory conditions have been corrected. Verify that all work above metal linear ceiling system has been completed prior to start of installation.

3.02 Installation:

A. Suspension Systems Installation Procedure:

1. ASTM C636.

B. Rough Suspension:

1. Hangers:

a. Hanger slips: installed as recommended by manufacturer.
b. Space hanger wires: 4ft. (1.2m) on center each direction.

c. Install additional hangers at ends of each suspension member and at light fixtures, 6 in. (150 mm) from vertical surfaces.
d. Do not splay wires more than 5-in. (127m) in a 4-ft. (1.2m) vertical drop.
e. Wrap wires a minimum of three times horizontally, turning ends up.

2. Saddle tie carrying channels to main structure for indirect hung suspension system, 4'-0" o.c.

3. Main and cross runners:

a. Space main runners at 2 ft. on center, at right angles to carrying channel.

1. Level and square to adjacent walls.
2. Wire clip to channels at all intersections.

b. Space cross runners at 2 ft. on center.

4. Wall molding:

a. Install wall molding at intersection of suspended ceiling and vertical surfaces.
b. Miter corners where wall moldings intersect or install corner edges.
c. Apply continuous ribbon of acoustical adhesive or caulking compound on vertical web.
d. Attach to vertical surface with mechanical fasteners.
e. Install spring spaces at wall molding to hold acoustical unit snug on flange of wall molding.
f. Install special molding shapes around pipes and ducts that pass thru ceilings to present a finish appearance.

5. Install splines in unsupported joints of acoustical tile, providing hairline joints, in a smooth even plane.

6. Install hold-down clips on all units except in location of access panels.

3.03 Cleaning:

A. Clean soiled or discolored unit surfaces after installation.

B. Touch up scratches, abrasions, voids, and other defects in painted surfaces.

C. Remove and replace damaged or improperly installed units.

D. Ensure that all-moving parts move freely. Adjust components for uniform tolerance. Replace any ceiling panels that are scratched or dented.

E. Clean exposed surfaces with non-solvent-based, non-abrasive commercial cleaner.

3.04 Extra Acoustical Tiles:

A. Provide ten spare tiles of each type in boxes located as directed.

END OF SECTION 09540