PROJECT MANUAL

Renovations to the 2nd Floor Administrative Offices

Community College of Rhode Island
Knight Campus
Warwick, Rhode Island

October 31, 2019

Saccoccio & Associates, Architects
1085 Park Avenue
Cranston, Rhode Island

Architect's Project No. 17047

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DOCUMENT 00 3000
BID BOND

SEE AIA DOCUMENT A310-2010, ATTACHED FOLLOWING THIS PAGE.

END OF DOCUMENT

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

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

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

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

OWNER:
(Name, legal status and address)

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

User Agency:

Community College of Rhode Island
400 East Avenue
Warwick, Rhode Island 02886

BOND AMOUNT: $

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

Renovations to 2nd Floor Administrative Offices
Community College of Rhode Island
Knight Campus
Warwick, Rhode Island

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished

Init.
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in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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SECTION 00 5000
CONTRACTING FORMS

PART 1 GENERAL

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

1.2 AGREEMENT AND CONDITIONS OF THE CONTRACT

A. See Section 00 5200 for the Agreement form to be executed.

B. See Section 00 7200 for the General Conditions.

1.3 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.

B. Bond Forms:
1. Performance Bond and Payment Bond Forms: AIA A312

C. Release of Lien:
1. Release of Liens Form: AIA G706A

D. Insurance certificate, supplementary attachment:
1. ACORD Certificate of Insurance Form: AIA G715

1.4 REFERENCE STANDARDS

A. AIA G706A – Release of Liens: 1994.

B. AIA A312 - Performance Bond: 2010 and Payment Bond: 2010.

C. AIA G715 – ACORD Certificate of Insurance: 1991.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 00 5200
AGREEMENT FORM

PART 1 – GENERAL

1.1 The Agreement Form to be utilized on this project is AIA Document A101-2017 as amended, a copy of which follows this page.

END OF DOCUMENT

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Agency Conditions of Use:

I. AIA contract templates are not to be edited, altered, revised or modified by the agency or vendors without the prior written approval of the Division of Legal Services (401/222-8880).

II. Agencies are responsible to ensure proper use of the appropriate AIA contract template(s) on State public works projects.

DRAFT AIA® Document A101™ – 2017 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

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

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

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

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

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

Community College of Rhode Island
400 East Avenue
Warwick, Rhode Island 02886

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

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

Renovations to the 2nd Floor Administrative Offices
Community College of Rhode Island
Knight Campus
Warwick, Rhode Island

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User Notes: A101- 2017 template revision date 6/13/2019 (3B9ADA24)

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

Saccoccio & Associates, Architects
1085 Park Avenue
Cranston, Rhode Island 02910

The Owner and Contractor agree as follows.

DRAFT

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6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the date set forth in a notice to proceed issued by the User Agency.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[« »] By the following date: « »

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

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Portion of Work	Substantial Completion Date
« »	

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

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. Subject to additions and deductions as provided in the Contract Documents, the Contract Sum shall be: $_____.

§ 4.2 Alternates

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

Item	Price
« »	

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

Item	Price	Conditions for Acceptance
« »		

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

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

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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

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

Phase	Liquidated Damages Sum

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

§ 4.6 Other:

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

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007 as modified by the Owner;
- **.3** For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007 as modified by the Owner; and
- **.4** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

§ 5.1.7.1.1 Deleted.

§ 5.1.7.2 Deleted.

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

§ 5.4 Owner's Rights

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

§ 5.5 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the requirements of such section. The three (3%) percent withheld pursuant to R.I. Gen. Laws § 44-1-6 is not considered retainage which is held pursuant to § 5.1.7.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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§ 6.2 Mediation

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

§ 6.3 Binding Dispute Resolution

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 Deleted.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 Representatives for the Owner

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

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

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

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

« »
« »
« »
« »
« »
« »

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

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

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

§ 8.6 Deleted.

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

.1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possess sufficient working capital to perform their obligations under the Contract Documents.
.2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.
.3 The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.
.4 The execution of this Agreement and its performance is within its duly authorized powers.
.5 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.
.6 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of a contractor possessing such experience and expertise.

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

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

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

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ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner

.2 **Deleted.**

.3 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner.

.4 **Deleted.**

.5 Drawings

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

.6 Specifications

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

.7 Addenda, if any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at www.ridop.ri.gov.

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

.9 Other documents listed below:

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

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

.3 The Purchase Order issued by the Owner.

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

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

ARTICLE 10 BENEFITS OF AGREEMENT

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

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

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

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«THE STATE OF RHODE ISLAND, acting by and through its Department of Administration, Division of Purchases»	« »
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

DRAFT

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SECTION 00 7200
GENERAL CONDITIONS

PART 1 GENERAL

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

END OF SECTION

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Agency Conditions of Use:

I. **AIA contract templates are not to be edited, altered, revised or modified by the agency or vendors without the prior written approval of the Division of Legal Services (401/222-8880).**

II. **Agencies are responsible to ensure proper use of the appropriate AIA contract template(s) on State public works projects.**

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

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

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

for the following PROJECT:
(Name and location or address)

Renovations to the 2nd Floor Administrative Offices
Community College of Rhode Island
Knight Campus
Warwick, Rhode Island

THE OWNER:
(Name, legal status and address)

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

THE USER AGENCY

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

Community College of Rhode Island
400 East Avenue
Warwick, Rhode Island 02886

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

Saccoccio & Associates, Architects
1085 Park Avenue
Cranston, Rhode Island 02910

TABLE OF ARTICLES

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3 CONTRACTOR

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

.1 Written modifications (if any).
.2 The Purchase Order.
.3 The AIA Documents, as modified by the Owner.
.4 The Supplementary Conditions (if any).
.5 The Bid Proposal.
.6 The Solicitation, including any Addenda, and the Specifications and Drawings

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.

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Except as otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the name and qualifications of a proposed superintendent. The Design Agent may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to the proposed superintendent or (2) that the Design Agent requires additional time to review.

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Failure of the Design Agent to reply within the 14 working-day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

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§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the State of Rhode Island, its elected and appointed officials, members, employees, and agents, the Design Agent, the Design Agent's Consultants, Subconsultants, and Subcontractors, and agents and employees and any of them from and against any and all claims, demands, damages, liabilities, judgments, losses and expenses, including but not limited to reasonable attorneys' fees and costs of mediation, arbitration, and/or litigation, arising out of or resulting from performance of the Work, and/or the obligations of the under the Contract Documents, but only to the extent caused by willful misconduct and/or negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not any such claim, demand, damage, liability, judgment, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

§ 3.18.3 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 3.18 includes, without limitation, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether

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based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

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

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

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

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.2.2 Subsequent to the approval of a Change Order as provided in § 7.1.2, whether such Change Order changes the Contract Sum or Contract Time or both, no additional claim related to such Change Order will be considered by

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the Owner. Any change, once incorporated into a Change Order, is all inclusive, and includes all factors that could have been considered at the time of the Change Order such as Project impact or schedule "ripple" effect.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 Deleted.

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

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

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

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Agent will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified. The Design Agent's interim determination of cost shall adjust the Contract

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Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

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

.1 For the Contractor, for work performed by the Contractor's own forces, an amount not to exceed ten (10%) percent of the cost.

.2 For the Contractor, for work performed by the Contractor's Subcontractors, an amount not to exceed five (5%) of the amount due to the Subcontractors.

.3 For each Subcontractor, for work performed by the Subcontractor's own forces, an amount not to exceed ten (10%) percent of the cost.

.4 Where the Work represents both additions and deletions and results in a net increase, the allowable overhead and profit shall be in accordance with this Section 7.3.11, but in no event shall the amount exceed fifteen (15%) percent of the net increase in the cost of the Work.

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

§ 8.1.4 Deleted.

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Design Agent, or of an employee of either, or of a separate contractor employed by the Owner; or by

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changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

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§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

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§ 9.8 SUBSTANTIAL COMPLETION

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less

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amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) all other close-out documents required by the Owner, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Design Agent the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Design Agent will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Design Agent has

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an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Agent have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE.

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

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

§ 11.3 PROPERTY INSURANCE

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

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Project. If the Owner and/or the User Agency incur any damages by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable cost resulting from such failure.

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

§ 11.3.1.2 Deleted.

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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§ 11.3.8 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the

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Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

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giving notice, or when received, if manually delivered or transmitted by electronic mail or facsimile to the last such address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

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

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

§ 14.1.2 Deleted.

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

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

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

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§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

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

§ 15.1.6 The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit. This waiver is applicable, without limitation, to all consequential damages due to the Contractor's termination in accordance with Article 14. Nothing in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

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

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

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

§ 15.3.2 Deleted.

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§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

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

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

DRAFT

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SECTION 00 8500
PREVAILING WAGE RATES

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

www.wdol.gov/dba.aspx

The Division of Purchases Web Site Address is:

https://www.ridop.ri.gov/

Applicable Rhode Island labor laws may be found at:

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

END OF SECTION

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SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Contract description.

B. Work by Owner.

C. Contractor's use of site and premises.

D. Hazardous Material Suspicion

E. Definitions

1.02 CONTRACT DESCRIPTION

A. Work of the Project includes renovations to the second floor administrative offices with new modular furniture, new carpeting and associated new data and telephone installation as described on the drawings and in this project manual.

B. General Requirements:
1. Contractor shall perform the Work of the Contract under a stipulated sum Contract with the Owner in accordance with the Conditions of Contract.
2. Contractor is responsible for obtaining and paying for any required Local and State licenses, Permits and inspections.
3. Contractor to include all Bond costs in their Bid.
4. Before starting work, all Contractor workers and Subs are required to obtain and submit a current BCI from their state of residence and Rhode Island. Workers are also required to submit a State-approved picture ID. CCRI reserves the right to deny Campus access to any worker based on information provided on the submitted BCI.
5. All onsite workers are to be OSHA 10 certified. Copies of this certification along with driver licenses are required on the first day of work.
6. The Contractor is responsible for providing their workers with all personal protection equipment. At a minimum, this includes hard hats, reflective vests, eye protection, harnesses and ear protection.
7. All completed work must be inspected and approved by the College and the Architect.
8. There will be one progress meeting held on site during the construction period.
9. Contractor and/or its subcontractors are to be licensed as required by RI Department of Labor.

1.03 WORK BY OWNER

A. The Owner is contracting with Rhode Island Correctional Industries (RICI) to provide, assemble and install the Modular System Furniture and freestanding furniture described on the drawings.

B. It is this Bidder's responsibility to coordinate with RICI and the Owner all hardwired electrical and data connections between the building source system and the modular furniture components. This includes providing, routing, terminating and installing all cabling, wiremold and conduit necessary for a complete installation.
See Specification Section 12 59 16 for additional coordination information.

1.04 CONTRACTOR'S USE OF SITE AND PREMISES

A. The Owner intends to fully occupy the building during the period of construction in all areas except the area under construction.

B. **No onsite activity should disrupt the operations of the College.**

C. **NOTE: All construction work is to be performed overnight between the hours of 10:30 PM and 6:30 AM.**

D. The start dart date for on-site work is to be dependent and coordinated with the installation date for the furnishings from the Department of Corrections. Work is scheduled for the Summer of 2020.

E. Construction Operations: Limited to areas as agreed with the College. Coordinate with Owner to insure delivery and completion per the schedule. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.

F. Provide access to and from site as required by law and by Owner:
1. Building Entrance and Emergency Exits During Construction:
Keep the main entrance of the building open throughout the project. Allow all exits required by code to remain open during construction period; provide temporary exit signs if exit routes are temporarily altered.
2. Do not obstruct roadways, sidewalks, or other public ways without permission from the Owner.

G. Utility Outages and Shutdown:
1. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
2. Prevent accidental disruption of utility services to other facilities.
Any and all shutdowns are to occur during third shift.
3. Do not disrupt building control wiring or fire alarm wiring passing through the area of work.

H. Protect all existing surfaces from damages. Any damages to the existing surfaces requiring replacement and or repair will be at this Contractor's expense.

I. At all times and at the completion of the Project, construction areas are to be kept in a clean, safe and acceptable condition on a daily basis.

J. Contractor is responsible for removing all project debris off site daily including all costs associated with waste containers and proper disposal of waste. The College will provide an exterior location for the temporary placement of a waste container. The Contractor will be allowed a small Conex Box on site. Storage within the building will not be allowed. See Section 01 50 00 for additional information.

K. Contractor is to have all equipment necessary to perform the installation and service including, tools, staging, lift truck, etc. No CCRI equipment or tools will be available.

L. Once on-site construction starts, work must be performed continuously without interruption through completion of the project.

1.05 HAZARDOUS MATERIAL SUSPICION

A. If, during the course of construction, the Contractor suspects a material to contain asbestos, all work involving the material is to be stopped and the Architect notified immediately of the suspicion. Until the material is confirmed to be safe or tested and determined to be an asbestos containing material, the Contractor is to assume it contains asbestos and is to avoid contact. Upon notification of its composition the Architect will determine the course of action and inform the Contractor accordingly.

1.06 DEFINITIONS

A. Basic Contract definitions are included below.

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

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

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

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

5. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

6. "lnstall": Operations at Project site including unloading, temporarily storing, unpacking, disposing of packaging, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

7. "Provide": Furnish and install, complete, in place, and ready for the intended use.

8. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Schedule of values.

B. Applications for payment.

C. Sales Tax Exemption

D. Change procedures.

E. Defect assessment.

1.02 SCHEDULE OF VALUES

A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet

B. Submit Schedule of Values in duplicate, one copyrighted original and one copy, within fifteen (15) days after date of receipt of a Notice to Proceed.

C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.

D. Include in each line item, the amount of Allowances specified in Section 01 21 00. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.

F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PAYMENT

A. Submit each application on an original copyrighted AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
   1. Individually sign and notarize, and emboss with notary's official seal, the original and each of the three copies.
   2. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for resubmittal.
   3. Applications not properly signed and notarized will be rejected, and returned for resubmittal.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Provide one copy of the updated construction schedule with each Application for Payment submission.
   1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.

D. Include with each monthly Application for Payment, following the first application, one copy of the Certified Monthly Payroll Record for the previous month's pay period.

E. Payment Period: Submit at intervals stipulated in the Agreement.

F. Submit with transmittal letter as specified for Submittals in Section 01 33 00.

G. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a Waiver of Lien letter or form, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.

H. Substantiating Data: When the Architect requires substantiating information, submit data justifying dollar amounts in question. Include the following with the Application for Payment:
   1. Record Documents as specified in Section 01 78 00, for review by the Owner which will be returned to the Contractor.
   2. Affidavits attesting to off-site stored products.
   3. Construction progress schedules, revised and current as specified in Section 01 33 00.

1.06 SALES TAX EXEMPTION

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

1.04 CHANGE PROCEDURES

A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

B. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710

C. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time

during which the requested price will be considered valid. Contractor will prepare and submit an estimate within fifteen (15) days.

D. The Contractor may propose changes by submitting a request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 60 00.

E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Architect.

F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work that are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.

G. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.

H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, within the time limits indicated in the Conditions of the Contract. The Architect will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents.

I. Maintain detailed records of work done on a Time and Material basis. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.

J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.

K. Change Order Forms: AIA G701 Change Order.

L. Execution of Change Orders: The Architect will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.

M. Correlation Of Contractor Submittals:
1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
2. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
3. Promptly enter changes in the Project Record Documents.

1.05 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.

C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Architect.

D. The defective Work will be partially repaired to the instructions of the Architect, and the unit sum will be adjusted to a new sum at the discretion of the Architect.

E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.

F. The authority of the Architect to assess the defect and identify a payment adjustment is final.

G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1 - GENERAL

1.01 CASH ALLOWANCES

A. Costs Included in Cash Allowances: Cost of product to Contractor or Subcontractor, labor for installation and finishing, less applicable trade discounts; delivery to site, and applicable taxes

B. Costs Not Included in Cash Allowances But Included in the Contract Sum: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage.

C. Architect Responsibilities:
1. Consult with Contractor for consideration and selection of products, suppliers, and installers.
2. Select products in consultation with Owner and transmit decision to Contractor.
3. Prepare Change Order.

D. Contractor Responsibilities:
1. Assist Architect in selection of products, suppliers and installers.
2. Obtain proposals from suppliers and installers and offer recommendations.
3. On notification of selection by Architect, execute purchase agreement with designated supplier and installer.
4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Differences in costs will be adjusted by Change Order.

F. Allowances Schedule:

1. **Miscellaneous Work as Directed by CCRI**:
Include the sum of **twenty thousand dollars ($ 20,000.00)** for all miscellaneous work as directed by the Community College of Rhode Island.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

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SECTION 01 31 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Coordination and project conditions.

B. Progress meetings.

1.02 COORDINATION AND PROJECT CONDITIONS

A. **NOTE: A full-time, on-site Supervisor will be required for all activities / all shifts.**

B. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements with provisions for accommodating the items installed later.

C. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate the completion and clean up of the Work in preparation for Substantial Completion.

D. After the Owner's occupancy of the premises, coordinate access to the site for correction of the defective Work and the Work not in accordance with the Contract Documents, to minimize disruption of the Owner's activities.

1.03 PROGRESS MEETING

A. There will be one progress meeting scheduled during the construction period.

B. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Architect, as appropriate to agenda topics for each meeting.

C. Agenda:
1. Review of the Work progress.
2. Field observations, problems, and decisions.
3. Discussion of the progress schedule.
4. Planned progress during the succeeding work period.
5. Coordination of the projected progress.
6. Maintenance of the quality and work standards.
7. Other business relating to the Work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Method for Submission of Shop Drawings and Product Data

E. Product data.

F. Shop drawings.

G. Samples.

H. Design data.

I. Test reports.

J. Certificates.

K. Manufacturer's instructions.

L. Manufacturer's field reports.

M. Erection drawings.

1.02 SUBMITTAL PROCEDURES

A. Master List Submittal:
1. Submit a master list of the required submittals with a proposed date for each item to be submitted.
2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
3. Up date master list with each submission and response.
4. Issue copy of master list at least monthly to the Architect.

B. Transmit each submittal with a transmittal form.

C. Sequentially number the transmittal form. Mark revised submittals with the original number and a sequential alphabetic suffix.

D. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.

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

F. Schedule submittals to expedite the Project, and deliver to the Architect at their business address. Coordinate the submission of related items. Upon completion of the submittal's review, the Architect's office will notify the Contractor. The Contractor is then responsible to pick-up the submittals in a timely manner.

G. For each submittal for review, allow fifteen (15) calendar days excluding the delivery time to and from the Contractor.

H. Identify the variations from the Contract Documents and the Product or system limitations that may be detrimental to a successful performance of the completed Work.

I. Allow space on the submittals for the Contractor's and the Architect's review stamps.

J. When revised for resubmission, identify the changes made since the previous submission.

K. Distribute copies of the reviewed submittals as appropriate. Instruct the parties to promptly report an inability to comply with the Contract requirements.

L. Submittals not requested will not be recognized or processed. The Contractor will be notified of the submittal's refusal.

M. The Contractor will compensate the Architect and all consulting Engineers for services performed reviewing submittals beyond the original review and two follow-up reviews of the same product, material, sample or assembly. The compensation will be made through a credit change order that will reduce the total contract amount.

1.03 CONSTRUCTION PROGRESS SCHEDULES

A. Submit preliminary outline Schedules within fifteen (15) days after the date of receipt of a Notice to Proceed for coordination with the Owner's requirements. After a review, submit detailed schedules within fifteen (15) days modified to accommodate the revisions recommended by the Architect.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules.

E. Submit a computer generated horizontal bar chart with a separate line for each major portion of the Work or operation, or section of the Work, identifying the first workday of each week.

F. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and the duration.

G. Indicate an estimated percentage of completion for each item of the Work at each submission.

H. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Architect. Indicate the decision dates for selection of the finishes.

I. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.

J. Revisions to Schedules:
   1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
   2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
   3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect including the effect of changes on the schedules of separate contractors.

1.04 PROPOSED PRODUCTS LIST

A. Within fifteen (15) days after the date of receipt of a Notice to Proceed, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.

B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.

C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information, when appropriate.

1.05 METHOD FOR SUBMISSION OF SHOP DRAWING AND PRODUCT DATA

A. Method of electronic or hard copy delivery of shop drawing and data submittals is to be discussed with Architect at Preconstruction meeting.
   Use one of the three methods listed below:
   1. Use an internet-based system agreed upon by the Architect and Contractor.
      Comply with required transmittal and data formats using numbering system approved by Architect.
      Assemble submittal package into a single indexed file incorporating submittal and cover sheet explaining project name, number, Architect, Contractor and submittal number.

2. Email an electronic format (PDF) copy to the Architect.
   Comply with required transmittal and data formats using numbering system approved by Architect.
   Assemble submittal package into a single indexed file incorporating submittal and cover sheet explaining project name, number, Architect, Contractor and submittal number.
3. Hard copies delivered to the Architect are to be submitted with the number of copies that the Contractor requires, plus three copies the Architect will retain.

B. All shop drawings 24" x 36" or larger are to be delivered to the Architect in hard copy format as noted in Method 3 above.

C. All submittals are to include a Contractor's review stamp confirming approval prior to submission to the Architect.

D. The Architect will return the reviewed submittal to the Contractor for distribution to subcontractors, suppliers, fabricators, and others as necessary for proper performance of the Work.

E. Submit color samples on actual product material for final color selection by sending them via postal or delivery service directly to the Architect's office.

1.06 PRODUCT DATA

A. Product Data: Submit to the Architect for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

B. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.

C. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.

D. After receiving approved submittals, distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 78 00.

1.07 SHOP DRAWINGS

A. Shop Drawings: Submit to the Architect for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

B. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.

C. Submit the number of copies that the Contractor requires, plus three copies the Architect will retain.

1.08 SAMPLES

A. Samples: Submit to the Architect for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

B. Samples For Selection as Specified in Product Sections:
   1. Submit to the Architect for aesthetic, color, or finish selection.
   2. Submit samples of the finishes, indicating colors, texture, and patterns for the Architect's selection.
   3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

C. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.

D. Include identification on each sample, with the full Project information.

E. Submit the number of samples specified in the individual specification Sections; the Architect will retain one sample.

F. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.

G. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

1.09 DESIGN DATA

A. Submit for the Architect's knowledge as contract administrator.

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

1.10 TEST REPORTS

A. Submit for the Architect's knowledge as contract administrator.

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

1.11 CERTIFICATES

A. When specified in the individual specification Sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to the Architect, in the quantities specified for the Product Data.

B. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Architect.

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in the individual specification Sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Architect for delivery to the Owner in the quantities specified for Product Data.

B. Indicate the special procedures, and the perimeter conditions requiring special attention, and the special environmental criteria required for application or installation.

1.13 MANUFACTURER'S FIELD REPORTS

A. Submit reports for the Architect's benefit as contract administrator.

B. Submit the report in duplicate within thirty (30) days of observation to the Architect for information.

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

1.14 ERECTION DRAWINGS

A. Submit drawings for the Architect's benefit as contract administrator.

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

C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 43 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Quality control and control of installation.

B. Verification of Credentials and Licenses.

C. Tolerances

D. References.

E. Manufacturers' field services.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

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

C. When the manufacturers' instructions conflict with the Contract Documents, request a clarification from the Architect before proceeding.

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

E. Perform the Work by persons qualified to produce the required and specified quality.

F. Verify that field measurements are as indicated on the Shop Drawings or as instructed by the manufacturer.

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

H. Field measurements
   1. Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication scheduled with construction progress to avoid construction delays.

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

A. All persons employed on the project site must have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.

B. Be forewarned that inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.

C. Inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.

D. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

1.04 TOLERANCES

A. Monitor the fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with the manufacturers' tolerances. When the manufacturers' tolerances conflict with the Contract Documents, request a clarification from the Architect before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.05 REFERENCES

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

B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.

C. Obtain copies of the standards where required by the product specification Sections.

D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Architect before proceeding.

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

1.06 MANUFACTURERS' FIELD SERVICES

A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit the qualifications of the observer to the Architect thirty (30) days in advance of the required observations. The Observer is subject to approval by the Architect.

C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.

D. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

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SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Temporary Utilities:
1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary heating.
4. Temporary cooling.
5. Temporary ventilation.
6. Temporary sanitary facilities.

B. Construction Facilities:
1. Trailers
2. Vehicular access.
3. Parking.
4. Progress cleaning and waste removal.
5. Signage

C. Temporary Controls:
1. Barriers.
2. Enclosures and fencing.
3. Security.
4. Fire detection.
5. Dust control.
6. Noise control.
7. Pest control.
8. Pollution control.

D. Removal of utilities, facilities, and controls.

1.02 TEMPORARY ELECTRICITY

A. The Owner will pay the cost of electricity used. Utilize the Owner's existing power service. Exercise measures to conserve energy.

B. Permanent convenience receptacles may be utilized during construction.

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft.

B. Permanent building lighting may be utilized during construction.

1.04 TEMPORARY HEATING

A. The Owner will pay the cost of temporary heat. Exercise measures to conserve energy. Utilize the Owner's existing heat plant, extend and supplement with temporary heat devices as needed to maintain the specified conditions for construction operations.

B. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.

1.05 TEMPORARY COOLING

A. The Owner will pay the cost of temporary cooling. Exercise measures to conserve energy. Utilize the Owner's existing cooling source, extend and supplement with temporary cooling devices as needed to maintain the specified conditions for construction operations.

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

1.06 TEMPORARY VENTILATION

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

B. Utilize the existing ventilation equipment. Extend and supplement the equipment with temporary fan units as required to maintain clean air for construction operations.

1.07 TEMPORARY SANITARY FACILITIES

A. The existing designated sanitary facilities may be used during construction operations. Maintain daily in a clean and sanitary condition. Coordinate with Owner.

1.08 TRAILER

A. The existing building may not be used for an office or storage during construction.

B. Storage Trailer: The size and location of a storage trailer(s) is to be coordinated with the Owner. Allow for access and orderly provision for the maintenance and for the inspection of Products to the requirements of Section 01 60 00.

C. Removal: At the completion of the Work remove the trailer and any debris. Restore the areas.

1.09 VEHICULAR ACCESS

A. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.

B. Provide and maintain access to fire hydrants and control valves free of obstructions.

1.10 PARKING

A. Construction personnel may park in the college's public parking lot.

B. Use of existing parking facilities by construction personnel is permitted.

C. Do not allow heavy vehicles or construction equipment in parking areas.

1.11 PROGRESS CLEANING AND WASTE REMOVAL

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

B. Collect and remove waste materials, debris, and rubbish from the site periodically, weekly, or daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.

C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.12 SIGNAGE

A. No project, contractor and advertising signs are allowed on site.

1.13 BARRIERS

A. Provide barriers to prevent unauthorized entry to the construction areas, to allow for the Owner's use of the site, and to protect existing facilities and adjacent properties from damage from the construction operations, or demolition.

B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.14 ENCLOSURES

A. Interior Enclosures:
   1. Provide temporary fire resistant polyethylene dust drapes as required to separate the work areas from the Owner occupied areas, to prevent penetration of dust, odors and moisture into the Owner occupied areas, and to prevent damage to the existing materials and equipment. Seal perimeter as required.

1.15 SECURITY

A. Security Program:
   1. Protect the Work, the existing premises, or the Owner's operations from theft, vandalism, and unauthorized entry.
   2. Initiate the program at the mobilization.

3. Maintain the program throughout the construction period until Owner occupancy of the space.

1.16 FIRE DETECTION

A. Before beginning any construction that can potentially trigger the existing fire detection system, notify the Owner and request to temporarily disconnect the system in the specific areas of construction, for as long as may be necessary.

B. NOTE: Disconnecting the fire alarm system is to be the responsibility of this Contractor. Include all costs in Base Bid. Only the College's specified warrantee vendors are allowed to disconnect the system. The college's current warrantee vendor for the fire alarm system is FSI (Fire Systems Inc.) and the vendor for the sprinkler system is Encore Fire Protection.

1.17 DUST CONTROL

A. Execute the Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.18 NOISE CONTROL

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

B. Restrictions on Noise:
1. Use the least noisy techniques practical.
2. Schedule noisy activities when ambient background noise level is highest.
3. Turn off all unneeded and idling equipment and engines.
4. Locate noise sources as far as practical from noise sensitive locations.
5. Orient noise sources away from noise sensitive locations

1.19 PEST CONTROL

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

1.20 POLLUTION CONTROL

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

1.21 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion.

B. Clean and repair the damage caused by installation or use of temporary work.

C. Restore the existing facilities used during construction to the original condition. Restore the permanent facilities used during construction to the specified condition.

PART-2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

1.02 PRODUCTS

A. Products: Means new material, machinery, components, fixtures, or systems forming the Work; but does not include the machinery or equipment used for the preparation, fabrication, conveying, or erection of the Work. Products may include the existing materials or components required or specified for reuse.

B. Furnish products of qualified manufacturers suitable for the intended use. Furnish products of each type by a single manufacturer unless specified otherwise.

C. Do not use materials and equipment removed from the existing premises, except as specifically permitted by the Contract Documents.

D. Furnish interchangeable components of the same manufacturer for the components being replaced.

1.03 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with the manufacturer's instructions.

B. Promptly inspect shipments to ensure that the products comply with the requirements, the quantities are correct, and the products are undamaged.

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

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect the products in accordance with the manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.

D. For exterior storage of fabricated products, place on sloped supports above the ground.

E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.

G. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.

H. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

1.05 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only:
Any Product meeting those standards or description.

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

C. Products Specified by Naming Three or More Manufacturers with No Substitutions:
Products of one of the manufacturers listed and meeting the specifications, no options or substitutions allowed.

1.06 PRODUCT SUBSTITUTION PROCEDURES

A. Throughout these Specifications, types of materials may be specified by manufacturer's name, and product information in order to establish standards of quality and performance and not for the purpose of limiting competition.

B. Inclusion of additional names of manufacturers, other than the Basis of Design manufacturer, does not imply acceptability of standard products from those manufacturers listed. All manufacturers listed shall conform, with modification as necessary, to criteria established by the specification for performance, efficiency, materials, finishes and special accessories along with, at a minimum, matching the Basis of Design product.

C. No substitutions will be considered prior to receipt of Bids unless written request for approval (by hard copy or email) has been received by the Architect at least 10 calendar days prior to the Bid due date. If the product substitution is approved prior to receipt of the Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals announced in any other manner.

It will be the Architect's and Owner's option to consider a formal request, review and acceptance of a product substitution following award of the contract. For all requests made after award of the contract, the Architect will review the requests with reasonable promptness and notify the Contractor in writing of the decision to accept or reject the substitution.

D. A request for substitution of any manufacturer or product not named in a specification section is to be submitted in accordance with the following.
   1. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
   2. A request constitutes a representation that the Contractor:
      a. Has investigated the proposed product and determined that it is equal to or superior in all respects to the specified product.
      b. Will provide the same warranty for the substitution as for the specified product.
      c. Will coordinate the installation and make changes to other Work that may be required for the Work to be complete with no additional cost to the Owner.
      d. Waives claims for additional costs or time extension that may subsequently become apparent.
      e. Will coordinate installation with all affected trade Contractors, specialty Contractors and the like and will be responsible for any and all costs which may arise as a result of this substitution.
      f. Will reimburse the Owner and the Architect for review or redesign services associated with re-approval by the authorities having jurisdiction.

E. Substitutions will not be reviewed when a substitution is implied on the Shop Drawing or Product Data submittals without a separate written request or when acceptance will require revision to the Contract Documents.

F. If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for review.

G. Substitution Submittal Procedure:
   1. Submit the Request for Substitution letter, Shop Drawings, Product Data, direct comparison table and the certified test results attesting to the proposed product equivalence by E-mail via an electronic format (PDF) copy to the Architect. Assemble package into a single indexed file incorporating all the required information.
   2. The Contractor shall submit a separate request for each product substitution.
   3. Provide direct comparison between the specified product and the proposed substitution. The burden of proof is on the proposer.
      Supporting data to be submitted to permit a fair evaluation of the proposed substitution must address:
      a. Performance;
      b. Capacity;
      c. Efficiency;
      d. Safety;
      e. Function;
      f. Appearance;

g. Quality and durability;
h. Finish;
i. Warranty terms and conditions;
j. Directly compare, side-by side, in table format, all listed testing agency performance requirements;
k. Delivery times and effect on schedules, if any;
l. Changes in space requirements or affect on other elements of work, if any;
m. Availability of maintenance service and source of replacement materials, if applicable.

H. The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Examination.

B. Preparation.

C. Protection of adjacent construction.

D. Cutting and patching.

E. Special procedures.

F. Progress cleaning and waste removal.

G. Final cleaning.

H. Protecting Installed Construction.

1.02 EXAMINATION

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

1.03 PREPARATION

A. Clean substrate surfaces prior to applying the next material or substance.

B. Seal cracks or openings of the substrate prior to applying the next material or substance.

C. Apply a manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

D. Prior to the application, installation, or erection of any products and product components, perform any other preparatory operations, or surface or substrate modifications, as may be specified or directed by the product manufacturers.

1.04 PROTECTION OF ADJACENT CONSTRUCTION

A. Protect the existing adjacent properties and provide special protection where specified in the individual Specification Sections.

B. Provide protective coverings at wall, projections, jambs, sills, and soffits of the existing openings.

C. Protect the existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

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

1.05 CUTTING AND PATCHING

A. Employ a skilled and experienced installer to perform cutting and patching.

B. Submit a written request in advance of the cutting or altering elements which affect:
1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of the element.
4. Visual qualities of sight-exposed elements.
5. Existing construction, or the Work of separate contractor.

C. Execute cutting, fitting, filling and patching to complete the Work, and to:
1. Fit the several parts together, to integrate with the other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Provide openings in the elements of Work for penetrations of mechanical and electrical Work.

D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.

E. Restore the Work with new Products in accordance with the requirements of Contract Documents.

F. At the penetration of fire rated partition, ceiling, or floor construction completely seal the voids with a fire rated or fire resistant material to the full thickness of the penetrated element as required to equal the rating of the surrounding construction.

G. Identify any hazardous substance or conditions exposed during the Work to the Architect for a decision or remedy.

1.06 SPECIAL PROCEDURES

A. Employ a skilled and experienced installer to perform alteration work.

B. Cut, move, or remove items as necessary for access to the alterations and renovation Work. Replace and restore at completion.

C. Remove the debris and abandoned items from the area and from concealed spaces.

D. Prepare the surface and remove surface finishes to provide the installation of new Work and finishes,

E. Where new Work abuts or aligns with the existing, provide a smooth and even transition. Patch the Work to match the existing adjacent Work in texture and appearance.

F. Trim existing doors as necessary to clear new floor finish. Refinish the cut surface of the door as required to seal.

G. Patch or replace the portions of existing surfaces which are damaged, or showing other imperfections.

1.07 PROGRESS CLEANING AND WASTE REMOVAL

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

B. Sweep and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.

C. Collect and remove the waste materials, debris, and rubbish from the site periodically or weekly and dispose of off-site.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 FINAL CLEANING

A. Execute final cleaning of areas affected by the Work prior to the final project assessment.

B. Clean the interior and exterior glass surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

C. Remove the waste and surplus materials, rubbish, and the construction facilities from the site.

1.09 PROTECTING INSTALLED CONSTRUCTION

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

B. Provide temporary and removable protection for the installed products. Control activity in the immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Repair or replace the installed Work damaged by construction operations, as directed by the Architect.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

WASTE MATERIALS MANAGEMENT AND RECYCLING

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 WASTE MANAGEMENT GOALS FOR THE PROJECT

A. The Owner has established that this Project shall generate the least amount of waste possible and that processes shall be employed that ensure the generation of as little waste as feasible including prevention of damage due to mishandling, improper storage, contamination, inadequate protection or other factors as well as minimizing overall packaging and poor quantity estimating.

B. Of the inevitable waste that is generated, the waste materials designated in this specification shall be salvaged for reuse or recycling. Waste disposal in landfills or incinerators shall be minimized. On new construction projects this means careful recycling of job site waste, on demolition projects this also means careful removal for salvage.

1.3 SUMMARY:

A. This Section includes required salvage and recycling of the following waste materials and applies to all such listed waste materials produced during the course of this Contract:
1. Metals: Metal scrap including iron, steel, copper, brass, and aluminum.
2. Untreated Wood: Unpainted, untreated dimensional lumber, plywood, oriented strand board, masonite, particleboard, and wood shipping pallets.
3. Cardboard: Clean, corrugated cardboard such as used for packaging, etc.
4. Paper: Discarded office refuse such as unwanted files, correspondence, etc.
5. Plastic Buckets: Containers for various liquid and semi-solid or viscous construction materials and compounds.
6. Beverage Containers: Aluminum, glass, and plastic containers.
7. Other Mixed Construction and Demolition Waste: Solid waste resulting solely from construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures exclusive of waste materials listed herewith.

B. Non-Recyclable Waste: Collect and segregate non-recyclable waste for delivery to a permitted landfill site.
1. Mixed Solid Waste: Solid waste usually collected as a municipal service, exclusive of waste materials listed above.

1.4 HAZARDOUS MATERIAL SUSPICION

A. If, during the course of construction, the Contractor suspects a material to contain asbestos, all work involving the material is to be stopped and the Architect notified immediately of the suspicion. Until the material is confirmed to be safe or tested and determined to be an asbestos containing material, the Contractor is to assume it contains asbestos and is to avoid contact. Upon

notification of its composition the Architect will determine the course of action and inform the Contractor accordingly.

1.5 DEFINITIONS:

A. Waste Materials are defined as large and small pieces of the materials indicated which are excess to the contract requirements and generally include materials which are to be salvaged from existing construction and items of trimmings, cuttings and damaged goods resulting from new installations, which can not be effectively used in the Work.

1.6 SUBMITTALS:

A. Show compliance with regulations specified under "Quality Assurance" article below. Include a list of recycling facilities to which indicated recyclable materials will be distributed for disposal. Identify materials that are not recyclable or otherwise conservable that must be disposed of in a landfill or other means acceptable under governing State and local regulations. List permitted landfills and/or other disposal means to be employed. Indicate any instances where compliance with requirements of this specification does not appear to be possible and request resolution from the Architect.

B. Delivery Receipts: Provide delivery receipts for waste materials salvaged and sent to permitted waste materials processors or recyclers within 48 hours of delivery that indicate the location and name of firm accepting recyclable waste materials, types of materials, net weights of each type, date of delivery and value of materials.

C. Application for Payments: The Contractor shall submit with each Application for Payment a summary of waste materials, recycled, salvaged and disposed of using a form generated by the Contractor and approved by the Architect. Failure to submit this information shall render the Application for Payment incomplete and shall delay Payment. The Summary shall contain the following information: For each material salvaged and recycled from the Project, include the amount (in cubic yards or tons or in the case of salvaged items state quantities by number, type and size of items) and the destination (i.e. recycling facility, used building materials yard). For each material land filled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator or transfer station.

1.7 QUALITY ASSURANCE:

A. Regulatory Requirements: Comply with all applicable requirements of the federal, state or local authorities concerning Management of Construction, Demolition, Land Clearing, Inert, and Yard Trash Debris

B. Disposal Sites, Recyclers, and Waste Materials Processors: Use only facilities properly permitted by the State and by local authorities where applicable.

C. Implementation: Include a discussion of waste management and recycling in worker orientation. Provide on-site instruction on appropriate separation, handling, recycling, and salvaging methods to be used by all parties at the appropriate stages of the work at the site. Include waste management and recycling discussion in pre-fabrication meetings with subcontractors and fabricators. Also include discussion of waste management and recycling in regular job meetings and job safety meetings conducted during the course of work at the site.

1.8 STORAGE AND HANDLING:

A. Site Storage: Remove all indicated recyclable materials from the work location to approved containers daily. Failure to remove waste materials will be considered cause for withholding payment and termination of Contract.

B. Position covered containers for recyclable waste materials at a designated location on the Project Site. Select a location for the recyclable materials containers separated from that of general waste and rubbish containers. Provide separate collection containers for a minimum of the following materials:
1. Paper, paper products, and cardboard.
2. Plastics.
3. Metals.
4. Glass.
5. Other salvageable materials.

C. Change out loaded containers for empty ones as demand requires, but not less than weekly.

D. Handling: Deposit all indicated recyclable materials in the containers in a clean (no mud, adhesives, solvents, petroleum contamination), debris-free condition. Do not deposit contaminated materials into the containers until such time as such materials have been cleaned.

E. If the contamination chemically combines with the material so that it can not be cleaned, do not deposit into the recycle containers. Comply disposal with all legal and regulatory requirements.

F. The dumpster and all recycling containers are to have covers.
All covers must be closed at the end of each work day.

1.9 PROJECT/SITE CONDITIONS:

A. Environmental Requirements: Transport recyclable waste materials from the Work Area to the recycle containers and carefully deposit in the containers without excess noise and interference with other activities, in a manner to minimize noise and dust. Reclose container covers immediately after materials are deposited.
1. Do not place recyclable waste materials on the ground adjacent to a container.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 WASTE MANAGEMENT:

A. General: Implement waste management procedures throughout the life of this Contract.

B. Source Separation: Separate, store, protect, and handle at the project site all identified recyclable and salvageable waste products to prevent contamination of materials and maximize recyclability and salvageability of materials.

C. Arrange for the regular collection, transport from the site, and delivery to respective approved recycling centers of indicated recyclable waste materials. Maintain records accessible to the Architect for verification of construction waste materials recycling.

D. Delivery Receipts: Arrange for timely pickups from the site or deliveries to approved recycling facilities of designated waste materials to keep construction site clear and prevent contamination of recyclable materials. Keep and maintain records of all deliveries to recycling facilities and all pickups of waste materials at the site by others as specified above.

3.2 RECYCLABLE WASTE MATERIALS HANDLING:

A. General: The following paragraphs supplement handling requirements for various materials identified for classification and recycling listed in Part 1 "Summary" article above.

B. Paper: Classify and handle waste paper goods as follows:
1. Bond Paper: As generally found in the construction offices and used for specifications, correspondence, copiers, printers and FAX machines. Collect in a separate container at each workstation and deposit loose in the appropriate recycle container daily.
2. Newsprint: Newspapers and tabloid style advertising. Collect in a single location and deposit daily in the appropriate recycle container.
3. Prints (drawings): Set up a single location for collection. Roll together to minimize space. Deposit daily in the appropriate recycle container.

C. Packaging materials:
1. Cardboard and paperboard cartons and boxes: Knock-down, fold flat and deposit in the appropriate recycle container.
2. Paper packing materials (separators, stiffeners, etc.) shall be placed in the same container.
3. Newsprint, used as packing (shredded or whole), shall be deposited in the recyclable container for newsprint.
4. Plastic (polystyrene peanuts and other shapes) shall be deposited in the recyclable container for plastics.
5. Metal and plastic banding materials shall be deposited in the appropriate container.

D. Metals: Cut all items to lengths and sizes to fit within the container provided, when necessary. Where there is sufficient quantity of a specific recyclable waste item (for example; salvaged metal roofing or duct work), make special arrangements for items to be bundled, banded or tied, and stack in a designated location for a special pick-up. Coordinate all special arrangements with the Architect.

E. Plastics: Collect recyclable plastics (polystyrene and others specifically marked for recycling) daily from work areas and deposit in designated containers.

F. Glass: Remove waste glass products (sheet, bottles, etc.) daily from the work area and deposit in designated containers. Glass containing imbedded wire (typical in some fire rated doors having glazed lights) is not recyclable.

G. Other Items: Where recyclability classification of any given waste material is unclear, verify with the Architect.

END OF SECTION

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Closeout procedures.

B. Quality assurance.

C. Owner's Manuals

D. Operations and maintenance manuals.

E. Materials and finishes manuals.

F. Equipment and systems manuals

G. Spare parts and maintenance materials.

H. Product warranties and product bonds.

I. Project Record documents.

K. Project close out inspections – Punch List

1.02 CLOSEOUT PROCEDURES

A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Architect's review.

B. Provide submittals to Architect that are required by the governing or other authorities, including the following closeout documents:
1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition.
2. AIA Document G706A - Contractor's Affidavit of Release of Liens, 1994 Edition.
3. AIA Document G707 - Consent of Surety to Final payment, 1994 Edition.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

D. The Owner will occupy all portions of the building as specified in Section 01 10 00.

1.03 QUALITY ASSURANCE

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

1.04 OWNER'S MANUALS

A. Submit the data for Maintenance, Equipment, Materials and Finishes Manuals bound in 8-1/2 x 11 inch text pages, in maximum 2 inch size, D side three - ring commercial quality binders with durable cleanable plastic covers.

B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.

E. Submit one copy of the completed volumes for review. They will be reviewed and returned with the Architect's comments. Revise the content of the manuals as required prior to final submission.

F. Submit three (3) sets of revised final volumes in final form.

G. Submit one copy of all the manuals for Maintenance, Materials and Finishes in PDF electronic format on a Compact Disc or DVD.

1.05 MAINTENANCE MANUALS

A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing the names, addresses, and telephone numbers of the Architect, Contractor, Subcontractors, and major equipment suppliers.

   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Maintenance instructions for equipment and systems.
      e. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.

   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Certificates.

c. Photocopies of warranties and bonds.
d. MSDS for applicable products.

1.06 MATERIALS AND FINISHES MANUALS

A. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.

B. Include Material Safety Data Sheets (MSDS) for all applicable products. These are required to provide both workers and emergency personnel with the proper procedures for handling or working with a particular substance. MSDS's include information such as physical data (melting point, boiling point, flash point etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill/leak procedures.

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

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

1.07 EQUIPMENT MANUALS

A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.

B. Each Item of Equipment: Include a description of the unit, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include complete nomenclature and model number of replaceable parts.

C. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, and checking instructions.

D. Include the manufacturer's printed maintenance instructions.

E. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

F. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

G. Include a listing in the Table of Contents.

1.08 SPARE PARTS AND MAINTENANCE PRODUCTS

A. Furnish spare parts, maintenance, and extra products in the quantities specified in the individual specification Sections.

B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.

1.09 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.

B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers.

C. Verify that the documents are in the proper form, contain full information, and are notarized.

D. Co-execute the submittals when required.

E. Submit two copies in D side three ring binders with a durable plastic cover.

F. Submit prior to the final Application for Payment.

G. Time of Submittals:
1. For equipment or component parts of equipment put into service during construction with the Owner's permission, submit the documents within 10 days after acceptance.
2. Make other submittals within 10 days after the Date of Substantial Completion, prior to the final Application for Payment.
3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

1.10 PROJECT RECORD DOCUMENTS

A. Maintain on the site one set of the following record documents; record actual revisions of the Work for all trades:
1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instructions for assembly, installation, and adjusting.

B. Ensure the entries are complete and accurate, enabling future reference by the Owner.

C. Store the record documents separate from the documents used for construction.

D. Record information concurrent with the construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
1. Manufacturer's name and product model and number.

2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
1. Field changes of dimension and detail.
2. Details not on the original Contract drawings.

G. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

H. At completion of the Work of the Contract, the Architect will furnish the Contractor with an electronic copy of the construction drawings in AutoCad or Autodesk Revit format, and the Project Manual content in Adobe Acrobat PDF format.

I. Transfer the information from the Project Record Documents onto the electronic documents (Drawings in AutoCad or Autodesk Revit format and the Project Manual in Adobe Acrobat PDF format copied onto a CD or DVD ROM disc). These documents will constitute the As-Built Documents.
Deliver the As-Built Documents to the Architect on two copies of compact disc and paper. The two paper copies are to be bound and printed full size.
Also deliver the paper Project Record Documents to the Architect.

J. The Architect will review the As-Built Documents and compare them with the Project Record Documents for accuracy, and if necessary return them to the Contractor for final correction.
At the time of final submission of the As-Built documents, submit the final Application for Payment.

K. No review or receipt of record of As-Built Documents by the Architect or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings , or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings to the extent they are in accordance with the Contract Documents

M. At completion of the Work of the Contract submit to the Architect (as outlined in Section 01 74 19) delivery receipts for waste materials salvaged and sent to permitted waste materials processors or recyclers that indicate the location and name of firm accepting recyclable waste materials, types of materials, net weights of each type, date of delivery and value of materials.

N. At completion of the Work of the Contract submit to the Architect a table indicating information pertaining to construction materials used on the project that includes the following:
Name of the material
Amount of low emissive VOC
Percentage of pre-consumer recycled content
Percentage of post consumer recycled content
Distance product was manufactured from construction site (Greater or less than 500 miles)

Also submit written documentation substantiating the information in the form of a manufacturer's cut sheet, material safety data sheet or letter from the manufacturer.

1.11 PROJECT CLOSE OUT INSPECTIONS - PUNCH LIST

A. When the work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Contractor, prior to notification to the Architect, shall make a preliminary inspection of the Work to insure that all requirements of the Contract have been met and the Work is substantially complete and is acceptable.
Upon such notification, the Owner or the Architect and the consulting Engineers shall make detailed inspection of the Work to insure that all requirements of the Contract have been met and the Work is complete and is acceptable.

B. Within ten (10) calendar days of notification, the Architect and the consulting Engineers will perform the inspection and a copy of the report of the inspection shall be furnished to the Contractor so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective. The Contractor shall complete the items listed within thirty (30) calendar days and notify the Owner and Architect

C. When the items appearing on the report of inspection have been completed or corrected, the contractor shall so advise the Owner and the Architect. After receipt of this notification, the Owner or the Architect and consulting Engineers shall reinspect and inform the Contractor of any remaining items.

A copy of the report of the final inspection containing all remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor within seven (7) calendar days of notification.

D. The Contractor shall within fourteen (14) calendar days complete the items listed on the inspection report and provide notification of completion and all remaining contract exception, omissions and incompletions from the Contractor, the Owner and the Architect and consulting Engineers will reinspect the Work to verify completion of the exception items appearing on the report of final inspection.

Upon completion of reinspections, the Architect will prepare a certificate of final acceptance or will furnish to the Contractor a copy of the report of the Architect's reinspection detailing Work that is incomplete or obligations that have been fulfilled but are required for final acceptance.

E. Upon Substantial Completion of the Work, the Contractor will be paid all retainage, less one hundred fifty percent (150%) of the value attributable to "punch list" work. As items on the punch list are completed, the Contractor will be paid one hundred fifty percent (150%) of their value at the next progress payment.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

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SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Related Documents:
The Drawings and general provisions of the Contract, including General and Supplementary General Conditions, and Division 1 Requirements, apply to the work in this Section.

1.02 SECTION INCLUDES

A. All material, labor and equipment required for demolition and removal of existing structures and items as shown on the drawings and as may be required to permit the proper installation of any new work.

1.03 QUALITY ASSURANCE

A. Perform work in accordance with all applicable local and state Codes.

1.04 SEQUENCING

A. Coordinate with the occupancy of the owner under provisions of Section 01 10 00.

B. Avoid interference with the use of and passage to and from adjacent buildings and facilities.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 PREPARATION

A. Inspection

1. The contractor shall inspect the entire site, premises and all objects designated to be removed and those to be preserved.
2. Locate all existing utility lines and determine the requirements for their protection or abandonment.

B. Notification

1. Notify the owner at least two full working days prior to commencing the work of this section.

C. Verification

1. Prior to commencing the work of this section, verify with the owner and the Architect all objects to be removed and all objects to be preserved.

D. Protection

1. Protect all objects and utilities designated to remain as required. Active utilities shall not be interrupted.
2. Provide shoring and bracing for the support of existing structures, that are to remain in place, where necessary to prevent collapse of structures.
3. Dust control shall be as necessary to prevent the spread of dust and flying particles of during performance of the work of this section. Provide taped fire resistant polyethylene dust barriers as required. Thoroughly moisten all surfaces as required.
4. The contractor shall be responsible to repair or replace all items designated to remain that are damaged due the surrounding demolition.

3.02 CLEANING

A. Clean work under provisions of Section 01 70 00.

B. Remove all debris and trash from the site on a daily basis and dispose of in accordance with all local and state Codes.

C. All removed items scheduled to be retained shall be given to the owner for their use.

D. Burning at the site will not be permitted.

3.03 SCHEDULE

A. Finishes

1. Remove all existing floor finishes, base materials and adhesives in all areas scheduled to receive new finishes unless instructed otherwise. Patch and repair all substrate damaged by removal as required to install new finish.

END OF SECTION

SECTION 03 01 30

FLOOR PATCH AND SKIMCOAT

PART 1 - GENERAL

1.01 SUMMARY

A. Related Documents:
The Drawings and general provisions of the Contract, including General and Supplementary General Conditions, and Division 1 Requirements, apply to the work in this Section.

1.02 SECTION INCLUDES

A. Provision and installation of floor patch and skimcoat in all areas where necessary to provide a smooth, level surface for the new floor finish.

1.03 PERFORMANCE REQUIREMENTS

A. ASTM C-109 - Compressive strength = more than 4000 PSI after 28 days.

B. VOC: 0 g/L, calculated SCAQMD 1168

1.04 SUBMITTALS

A. Submit product data under provisions of Section 01 33 00.

1.05 QUALIFICATIONS

A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum 5 years of experience.

B. Installer: Company specializing in performing the work of this section with minimum five years documented experience.

1.06 DELIVERY, STORAGE AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

1.07 SAFETY PRECAUTIONS

A. Follow all safety precautions by the manufacturer and required all Federal, State and Local Codes.

1.08 ENVIRONMENTAL REQUIREMENTS

A. Do not install material in interior air temperature below 50 degrees. This temperature must be maintained two days prior and two days after installation.

B. Comply with manufacturer's written instructions for substrate temperature, ambient temperature and humidity, ventilation, and other conditions affecting underlayment performance.

1.09 COORDINATION

A. Verify that the floor patch and skimcoat material specified in this section is compatible with the existing substrate it is covering and the floor finish that will be installed to its surface.
B. If any inconsistencies exist, inform the Architect prior to installation.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. Ardex Engineered Cements
ARDEX GPS™ General Patch & Skimcoat

B. Substitutions: Under provisions of Section 01 60 00.

2.02 MATERIALS

A. The material is a trowelable patch and skim coat for use over interior concrete and wood subfloors.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify the existing substrate is in satisfactory condition and properly cleaned to meet the manufacturer's recommendations.

3.02 INSTALLATION

A. Install the floor patch and skimcoat material in accordance with the manufacturer's requirements, instructions and recommendations.

B. Cure according to manufacturer's written instructions. Prevent contamination during application and curing processes.

C. Do not install floor coverings over floor patch and skimcoat material until after time period recommended in writing by manufacturer.

D. Remove and replace areas of floor patch and skimcoat material that show evidence of lack of bond with substrate, including areas that emit a "hollow" sound when tapped.

E. Install under area receiving new carpet tile flooring as required to provide a smooth/level subfloor meeting the minimum requirements of the flooring manufacturer. For bidding purposes assume a maximum of 50 square feet of various patches and/or skimcoat needed throughout the new floor finish area.

3.03 CLEANING

A. Clean work under provisions of Section 01 70 00.

END OF SECTION

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SECTION 09 65 00

RESILIENT FLOORING

PART 1 - GENERAL

1.01 SUMMARY

A. Related Documents:
The Drawings and general provisions of the Contract, including General and Supplementary General Conditions, and Division 1 Requirements, apply to the work in this Section.

1.02 WORK INCLUDES

A. Installation of resilient flooring and accessories as indicated.

1.03 REFERENCES

A. ASTM E84 - Surface Burning Characteristics of Building Materials.

B. FS SS-W-40 - Wall Base: Rubber and Vinyl Plastic.

1.04 SUBMITTALS

A. Submit shop drawings and product data under provisions of Section 01 33 00.

B. Provide product data on specified products, describing physical and performance characteristics sizes, patterns and colors available.

C. Submit samples under provisions of Section 01 33 00.

D. Submit 6 inch long samples of base material for each color specified.

E. Submit manufacturer's installation instructions under provisions of Section 01 33 00.

F. Sustainable Building Material Submittal:
1. Provide documentation indicating percentages of post-consumer and pre-consumer recycled content.
2. Identify each regional material along with the location of its harvest, extraction, or manufacture.

1.05 MAINTENANCE DATA

A. Submit cleaning and maintenance data under provisions of Section 01 78 00.

B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect, and handle work to site under provision of Section 01 60 00.

1.07 ENVIRONMENTAL REQUIREMENTS

A. Store materials for three days prior to installation in area of installation to achieve temperature stability.

B. Maintain minimum 70 degrees F air temperature at flooring installation areas for three days prior to, during, and 24 hours after installation of materials.

1.08 EXTRA MATERIALS

A. Furnish under provisions of Section 01 78 00.

B. Provide minimum of 10 lineal feet of base of each material required for Project, for maintenance use.

C. Clearly identify each box.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Johnsonite
1. Vinyl base
2. Edge Guards

B. Substitutions: Under provisions of Section 01 60 00.

2.02 MATERIALS

A. Vinyl base: 4" high x rolled length, 1/8" thick with ribbed back. Seams will only be allowed on walls longer than 40'.

B. Edge guards or Adaptors: Beveled type, matte finish; color as selected by Architect.
Johnsonite Model EG-G, H or J. Provide edge guards at all exposed edges.
Johnsonite Model CTA-A or CTA-D. Provide adaptors at all dissimilar materials (i.e. vinyl tile and carpet).

2.03 COLORS SELECTION

A. All colors shall be selected by the Architect from the manufacturer's standard color selections.

2.04 ACCESSORIES

A. Primers and Adhesives: Low VOC and waterproof; types recommended by flooring manufacturer for specific materials and as required to maintain product warranty.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft., and are ready to receive work.

B. Beginning of installation means acceptance of existing substrate and site conditions.

3.02 INSTALLATION - BASE MATERIAL

A. Fit joints tight and vertical.

B. Miter internal corners. At external corners, use premolded units. At exposed ends use premolded units.

C. Install base on solid backing. Bond tight to wall and floor surfaces.

D. Scribe and fit to door frames and other interruptions.

E. Install straight and level to variation of plus or minus 1/8 inch over 10 feet.

F. Provide coved base at all hard surface flooring and straight base at all carpet.

G. Provide edge guards or adapters wherever dissimilar flooring materials butt each other.

3.07 CLEANING

A. Remove excess adhesive from floor, base, and wall surfaces without damage.

B. Clean surfaces in accordance with manufacturer's instructions.

END OF SECTION

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SECTION 09 68 75

BROADLOOM CARPET

PART 1 - GENERAL

1.01 SUMMARY

A. Related Documents:
The Drawings and general provisions of the Contract, including General and Supplementary General Conditions, and Division 1 Requirements, apply to the work in this Section.

1.02 SECTION INCLUDES

A. Prepare surfaces to receive carpet.

B. Apply glue down carpeting on surfaces where indicated, complete with required accessories.

1.03 RELATED WORK

A. Section 03 01 30 - Floor Patch and Skimcoat

1.04 REFERENCES

A. FS DDD-C-0095 - Carpet and Rugs, Wool, Nylon, Acrylic, Modacrylic, Polyester, Polypropylene.

B. AATCC-134 - Electrostatic Propensity.

C. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Coverings.

1.05 SUBMITTALS

A. Submit samples under provisions of Section 01 33 00.

B. Submit minimum 3"x5" carpet sample of each color of manufacturer's standard colors for architect's selection.

C. Contractor shall submit larger samples if requested by the Architect.

D. Submit product information indicating conformance with fire code requirements for finishes.

1.06 REGULATORY REQUIREMENTS

A. Materials must be tested and in compliance with State Code requirements for interior finishes.

B. Carpet is to meet the following fire code requirements:
1. Radiant panel: (ASTM E 648) Class 1
2. NMS Smoke: (ASTM E 662) less than 450

1.07 ENVIRONMENTAL REQUIREMENTS

A. Do not commence with carpet installation until painting and finishing work is complete and ceilings and overhead work, tested, approved, and completed.

B. Maintain room temperature at minimum 60 degrees F for at least 24 hours prior to installation, and relative humidity at approximately that at which the area is to be maintained.

C. Provide sufficient lighting.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products under provisions of Section 01 60 00.

1.09 CARPET IDENTIFICATION: All carpeting delivered to the project for installation shall have proper identification. Labels shall include data relative to manufacturer, quality, lot number, characteristics and color. Carpeting not conforming to the specifications or Architect's approved selection will not be acceptable.

1.10 EXTRA MATERIALS

A. Furnish under provisions of Section 01 78 00.

B. Provide minimum of 5% of the total quantity of carpet of each color, type and pattern installed. The additional carpet shall be properly packaged for long term storage.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Basis of design: Tarkett: Tandus Centiva

B. Substitutions: Under provisions of Section 01 60 00.

2.02 MATERIALS

A. Broadloom: Allow the unit price of **twenty eight dollars ($ 28.00) per square yard** installed. If the carpet selected by the Owner/Architect is more, or less, expensive than this unit price, the difference with be added or deducted from the Contractor's contract amount under the provisions set forth in Specification Section 01 20 00.

B. Carpet requirements
1. Performance:

Flame radiant panel test:	Meets NFPA Class 1 when tested under ASTM E-648 glue down.
Smoke density:	NBS smoke chamber NFPA-258 (ASTM E-662) – Less than 450.

2. Warranty: Lifetime of carpet

C. Accessories
1. Adhesives: Shall be as recommended by the carpet manufacturer to conform to carpet warranty. Apply with serrated trowel as recommended by manufacturer.
   a. VOC Limits: Provide adhesives with VOC content not more than 50g/L when calculated according to 40 CFR 59, Subpart D (EPA method 24).
2. Seam Cement: Seam cement shall be as recommended by the carpet manufacturer. All seams to be bonded neatly on the same plane.
3. Binder Bar: Carpet binder bar and/or edging strip shall be supplied and installed as required at doorways and other openings adjoining hard surface materials. Samples to be included with submittals.

PART 3 - EXECUTION

3.01 INSTALLATION:

A. Installation shall be delayed until all surrounding work has been completed. Sub-floor must be smooth, firm and clean. Fill in all cracks in the floor as well as expansion joints with good grade crack filler. All installed carpeting to receive covering to protect appearance. All spots and stains shall be promptly removed.

B. All sub-floors should be tested for moisture: the presence of moisture will interfere with adhesion.

C. The sub-floor must be free of all foreign matter; grease, oil, paint, wax, dirt, dust, oil or noncompatible adhesives.

D. The sub-floor shall be sound and level. All holes, compound and any protrusions must be eliminated.

3.02 BROADLOOM CARPET INSTALLATION:

A. The carpets shall be direct glued following recommended procedures for installation furnished with the carpet shall be closely followed. Unsatisfactory installation resulting from work performed not in accordance with manufacturer's recommendations shall be the responsibility of the carpet contractor. Particular attention should be paid to recommendations for application of floor covering adhesive and seam cement.

3.03 SEAMS: Carpet shall be installed with a minimum use of cross seams and as few seams as possible. No seams shall be allowed at doorways or corridors that are perpendicular to doorway. Seam diagram must be submitted and approved by the Architect.

3.04 CLEANING

A. Clean work under provisions of 01 70 00.

B. All trash, wrapping paper, selvages shall be removed from the job site. All large excess pieces of usable carpet shall be left with the Owner for future repairs.

C. Perform the following operations immediately after installing carpet:
   1. Remove excess adhesive, seam sealer, and other surface blemishes using cleaner recommended by carpet manufacturer.
   2. Remove yarns that protrude from carpet surface.
   3. Vacuum carpet using commercial machine with face-beater element.

3.05 PROTECTION OF FINISHED WORK

A. Protect the installed carpet under provisions of section 01 70 00.

B. Prohibit traffic on new carpet tile flooring for 24 hours after the completion of installation.

C. Protect carpet against damage from construction operations and placement of equipment and fixtures during the remainder of construction period.

END OF SECTION

SECTION 12 59 16

MODULAR SYSTEM FURNITURE COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

A. Related Documents:
The Drawings and general provisions of the Contract, including General and Supplementary General Conditions, and Division 1 Requirements, apply to the work in this Section.

1.02 SECTION INCLUDES

A. Coordination with new modular system furniture installation by the Owner as described in this specification and as shown on the drawings.

B. The purchase, delivery and installation of the modular system furniture will be by the Owner.

C. The Contractor is responsible for the disconnecting of all electrical wiring and data cabling from the existing modular system furniture.

D. The Contractor is responsible to dismantle and move all the existing modular system furniture and freestanding furniture to another location on the CCRI Knight Campus. Coordinate location with Owner.

E. The Contractor is to provide the installation of all new electrical wiring, conduit, wiremold and associated accessories as required to connect the new modular furniture system electrical whips to the building's electrical sources. Coordinate with new modular system furniture vendor and Owner.

F. The Contractor is to provide the installation of all new data cabling, wiremold, terminations, jacks, patch panels and accessories as required to connect the new modular system furniture to the building's data sources. The Contractor is also responsible for the purchase and installation of all new data cabling, data ports, face plates and accessories that need to be installed within the new modular system furniture as required for a complete operating data system.
Coordinate with new modular system furniture vendor and Owner.

1.03 RELATED SECTIONS

A. Division 9 - Floor and Base Finishes

1.04 REFERENCES

A. Underwriters Laboratories

B. National Electrical Code

1.05 SYSTEM DESCRIPTION

A. For the Contractor's information, the modular system furniture shall consist of the following:
1. Acoustical panels
2. Panel hardware
3. Work surfaces
4. Overhead storage
5. Cable management and electrical distribution components
6. Furniture components
7. Free standing bookcases, file cabinets and chairs

1.06 SEQUENCE

A. All room finishes shall be installed prior to the erection of the modular system furniture.

B. Coordinate scheduling of the removal of the existing furniture, installation of new finishes, installation of new furniture and installation of new electrical & data with Owner and Owner's modular system furniture vendor.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Data components
1. Data run cabling to use is GenSPEED 10 6A MTP – Blue
2. All terminations are to be Panduit Jack Module CJ6X88TG. Color to be selected by Architect/Owner.
3. Patch panels are to be Panduit Mini-Com 48 Port angled flush mount model CPPA48FMWBLY. Color to be black.
4. Each desk location will need two data jacks. No phone jacks or phone cable.
5. Each station end will be an angled or sloped-down face plate to match the college's standard.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify all modular system furniture is completely installed and prepared to accept connections to building sources.

3.02 ELECTRICAL AND DATA CONNECTIONS

A. Provide all new electrical wiring, data cabling, raceway and accessories required to connect the modular system furniture to the building's electrical and data source systems.

B. Coordinate and confirm all new data cabling, connections and terminations with the Owner's IT personnel.

C. All existing data cabling disconnected and abandoned due to this installation is to be completely removed all the way back to the source and properly disposed of. This data cabling includes, but is not limited to, all copper fiber and coax cable not being used again with the new modular system furniture.
Do not abandon in-place.

D. All new data cabling is to be run back to the Data Room on the second floor which is approximately a 90 foot run from the data room to the entrance of the Administration suite.

END OF SECTION