

PROJECT MANUAL

**HRL Bressler Residence Hall  
HRL Butterfield Residence Hall  
Roof Replacement**

**University of Rhode Island  
Kingston Campus**

January 3, 2023

Tecton Job Number URI-66-IN  
URI Job Number KC.R.BRES.2022.001

Tecton Job Number URI-67-IN  
URI Job Number KC.R.BUTT.2022.001



Owner: The University of Rhode Island Board of Trustees  
35 Campus Avenue, Green Hall  
Kingston, RI 02881

In care of: Office of Capital Projects  
University of Rhode Island  
60 Tootell Road  
Attn: Mr. Paul DePace, PE  
401.874.2725

Design Agent: Tecton Architects, pc  
17 Railroad Avenue  
Westerly, RI 02861  
Marco Tommasini  
401.596.7555

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**END OF DOCUMENT**

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<b>HRL Bressler Residence Hall Roof Replacement</b>		
<b>General</b>		
G0.0	Cover/Title Sheet	01/03/23
<b>Architectural</b>		
A0.10	General Information	01/03/23
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<b>General</b>		
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<b>Architectural</b>		
A0.10	General Information	01/03/23
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A1.03	Roof Plan	01/03/23
A3.10	Roof Details	01/03/23
A3.11	Roof Details	01/03/23
A3.12	Standing Seam Metal Roof Details	01/03/23

**END OF DOCUMENT**



**DOCUMENT 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**





# AIA® Document A101™ – 2017

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

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)

**The University of Rhode Island Board of Trustees**  
**35 Campus Avenue, Green Hall**  
**Kingston, Rhode Island 02881**  
acting by and through,  
**The University of Rhode Island Purchasing Department**  
**10 Tootell Road**  
**Kingston, Rhode Island 02881**  
**401.874.2171 (telephone); 401.874.2306 (facsimile)**  
**Nttp://web.uri.edu/purchasing/**

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

**The University of Rhode Island**  
**Office of Capital Projects**  
**60 Tootell Road – Sherman Building**  
**Kingston, Rhode Island 02881**  
**401.874.2725 (telephone)**

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

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

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

**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.

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.

The Owner and Contractor agree as follows.

Init.

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**User Notes:**

(3B9ADA33)

| (Paragraph Deleted)

| The Owner and Contractor agree as follows.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**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*  
*(Paragraph Deleted)*

| date set forth in a notice to proceed issued by the User Agency.

| *(Paragraphs Deleted)*

**§ 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.

Init.

[ ] 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:

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.

*(Table Deleted)*

#### § 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.*

*(Table Deleted)*

#### § 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:

Init.

**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's actual damages which are difficult to ascertain in the event of delay.

**§ 4.6 Other:**  
*(Paragraph Deleted)*

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

**ARTICLE 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 30<sup>th</sup> working day following written approval by the Owner.

*(Paragraph Deleted)*

**§ 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;

Init.

- .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.

*(Paragraph Deleted)*

#### § 5.1.7.1.1 Deleted.

*(Paragraph Deleted)*

#### § 5.1.7.2 Deleted.

*(Paragraph 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:

*(Paragraph Deleted)*

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.

Init.

### § 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.

*(Paragraph Deleted)*

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The URI Director of Purchasing, as the Purchasing Agent appointed pursuant to the Procurement Regulations of the Board of Governors for Higher Education, will serve as the Initial Decision Maker in accordance with the provisions of the State Purchases Act, Procurement Regulations of the Board of Governors for Higher Education, 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.

### § 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.

*(Paragraph Deleted)*

### § 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. and the Procurement Regulations of the Board of Governors for Higher Education.

## 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.

Init.

§ 7.2 The Work may be suspended by the Owner as provided in: (i) the Procurement Regulations of the Board of Governors For Higher Education 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)*

**The University of Rhode Island Board of Trustees, acting by and through the University of Rhode Island  
Purchasing Department  
10 Tootell Road  
Kingston, Rhode Island 02881  
Name  
401.874. (telephone)**

§ 8.2.2 The User Agency’s representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

**The University of Rhode Island  
Office of Capital Projects  
60 Tootell Road – Sherman Building  
Kingston, Rhode Island 02881  
Paul M. DePace, PE  
401.874.2725 (telephone)**

§ 8.2.3 The Design Agent’s representative:

*(Name, title, address, email address, and other information for the preferred methods of contact)*

§ 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.

Init.

**§ 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 University of Rhode Island Board of Trustees, acting by and through the University of Rhode Island Purchasing Department, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, mechanics liens may not be placed against the Project.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** 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

*(Table Deleted)*

The Drawings are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

.6 Specifications

Init.

(Table Deleted)

The Specifications are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

.7 Addenda, if  
(Table Deleted)

any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.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:

(Paragraph Deleted)

.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.

(Paragraph Deleted)

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

(Table Deleted)

.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.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

(Table Deleted)

(Paragraph Deleted)

§ 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.

**THE UNIVERSITY OF RHODE ISLAND  
BOARD OF TRUSTEES,  
acting by and through  
THE UNIVERSITY OF HODE ISLAND  
PURCHASING DEPARTMENT**

\_\_\_\_\_  
**OWNER** *(Signature)*

Abigail Rider Vice President, Division of  
Administration and Finance, University of Rhode  
Island

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

Init.

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# Additions and Deletions Report for AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:30:25 ET on 03/16/2020.

## PAGE 1

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

...

**The University of Rhode Island Board of Trustees**  
**35 Campus Avenue, Green Hall**  
**Kingston, Rhode Island 02881**  
**acting by and through,**  
**The University of Rhode Island Purchasing Department**  
**10 Tootell Road**  
**Kingston, Rhode Island 02881**  
**401.874.2171 (telephone); 401.874.2306 (facsimile)**  
**Nttp://web.uri.edu/purchasing/**

...

on behalf of the User Agency:

...

*(Name, legal status, address, telephone and facsimile numbers, and website)*

...

**The University of Rhode Island**  
**Office of Capital Projects**  
**60 Tootell Road – Sherman Building**  
**Kingston, Rhode Island 02881**  
**401.874.2725 (telephone)**

...

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

...

The Architect: Design Agent:

...

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

**PAGE 2**

The Owner and Contractor agree as follows.

...

The Contract Documents consist of this Agreement, Conditions of the Contract (~~General, Supplementary, (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.

...

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

...

**§ 3.1** The date of commencement of the Work shall be:

...

*(Check one of the following boxes.)* be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the

...

~~The date of this Agreement.~~

...

~~A date set forth in a notice to proceed issued by the Owner.~~ User Agency.

...

~~Established as follows:~~

...

*(Insert a date or a means to determine the date of commencement of the Work.)*

...

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**PAGE 3**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. ~~The Contract Sum shall be (\$ ), subject~~ Subject to additions and deductions as provided in the Contract Documents. Documents, the Contract Sum shall be: \$ \_\_\_\_\_.

...

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

...

*(Identify each allowance.)* Sum.

...

**Item**

**Price**

...

**§ 4.4** Unit prices, if any:

...

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)* 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.

...

**Item**

**Units and Limitations**

**Price per Unit (\$0.00)**

...

**.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.

PAGE 4

*(Insert provisions*

...

for bonus or other incentives, if any, that might result in a change to the Contract Sum.)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.

...

§ 5.1.1 Based upon Applications for Payment submitted to the Architect-Design Agent by the Contractor and Certificates for Payment issued by the Architect-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, or as follows:month.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the The Owner shall make payment of the amount-certified amount, less retainage, to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment.30<sup>th</sup> working day following written approval by the Owner.

...

*(Federal, state or local laws may require payment within a certain period of time.)*

...

§ 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 Architect 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.

...

§ 5.1.6 In accordance with AIA Document ~~A201™-2017, A201™-2007~~, General Conditions of the Contract for ~~Construction, 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:

...

~~.3~~ That portion of Construction Change Directives that the ~~Architect determines, in the Architect's Design Agent determines, in the Design Agent's~~ professional judgment, to be reasonably justified.

...

~~.2~~ The amount, if any, for Work that remains uncorrected and for which the ~~Architect-Design Agent~~ has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document ~~A201-2017;~~

...

~~.3~~ Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay; ~~A201-2007 as modified by the Owner;~~

PAGE 5

~~.4~~ ~~.3~~ For Work performed or defects discovered since the last payment application, any amount for which the ~~Architect-Design Agent~~ may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document ~~A201-2017; A201-2007 as modified by the Owner;~~ and

...

~~.5~~ ~~.4~~ Retainage withheld pursuant to Section 5.1.7.

...

§ 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.

...

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

...

§ 5.1.7.1.1 The following items are not subject to retainage: ~~Deleted.~~

...

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

...

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: ~~Deleted.~~

...

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

...

*(Insert any other conditions for release*

...

~~of retainage upon Substantial Completion.)~~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 A201-2017, ~~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~~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 A201-2017, ~~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 ~~Architect~~ 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 ~~Architect's final Certificate for Payment, or as follows:~~ Design Agent's final Certificate for Payment and written approval by the Owner.

## PAGE 6

Payments due and unpaid under the Contract shall bear interest from the date payment is due ~~at the rate stated below, or in the absence thereof, at 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**

...

~~the legal rate prevailing from time~~ **§ 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.

...

~~to time at the place where the Project is located.~~ **§ 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.

...

*(Insert rate of interest agreed upon, if any.)*

...

## **§ 6.1 Initial Decision Maker**

...

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. Claims shall be referred to the Initial Decision Maker for initial decision. The URI Director of Purchasing, as the Purchasing Agent appointed pursuant to the Procurement Regulations of the Board of Governors for Higher Education, will serve as the Initial Decision

...

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)* Maker in accordance with the provisions of the State Purchases Act, Procurement Regulations of the Board of Governors for Higher Education, 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.

...

### **§ 6.2 Binding Dispute Resolution Mediation**

...

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows: 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

...

*(Check the appropriate box.)* have the

...

Arbitration pursuant to Section 15.4 of AIA Document A201–2017 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

...

Litigation in a court of competent jurisdiction 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.

...

Other *(Specify)*

...

### **§ 6.3 Binding Dispute Resolution**

...

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction. 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. and the Procurement Regulations of the Board of Governors for Higher Education.

...

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

...

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows: 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

...

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.) otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.*

...

**§ 7.1.1 Deleted.**

**PAGE 7**

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017; in: (i) the Procurement Regulations of the Board of Governors For Higher Education or other applicable law; or (ii) Article 14 of AIA Document A201-2007 as modified by the Owner.

...

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201-2017-A201-2007 or another Contract Document, the reference refers to that provision 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) information for the preferred methods of contact)*

...

**The University of Rhode Island Board of Trustees, acting by and through the University of Rhode Island  
Purchasing Department  
10 Tootell Road  
Kingston, Rhode Island 02881  
Name  
401.874. (telephone)**

...

**§ 8.2.2 The User Agency’s representative:**

...

*(Name, title, address, email address, and other information for the preferred methods of contact)*

...

**The University of Rhode Island  
Office of Capital Projects  
60 Tootell Road – Sherman Building  
Kingston, Rhode Island 02881  
Paul M. DePace, PE  
401.874.2725 (telephone)**

...

**§ 8.2.3 The Design Agent’s representative:**

...

*(Name, title, address, email address, and other information for the preferred methods of contact)*

...

*(Name, title, address, email address, and other information)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 ten-10 working days’ prior notice to the other party.

**PAGE 8**

~~§ 8.5.1~~ The Owner and the Contractor shall purchase and maintain insurance as set forth in ~~AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, the Solicitation~~ and elsewhere in the Contract Documents.

...

~~§ 8.5.2~~ The Contractor shall provide bonds as set forth in ~~AIA Document A101™–2017 Exhibit A, the Solicitation~~ and elsewhere in the Contract Documents.

...

~~§ 8.6 Notice Deleted.~~

...

~~§ 8.7 Other provisions:~~

...

~~in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling~~ **§ 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.

...

~~and Digital Data Exhibit, if completed, or as otherwise set forth below:~~ .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.

...

~~(If other than in accordance–)~~ .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.

...

~~with AIA Document E203–2013, insert requirements for delivering notice–~~ .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.

...

~~in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~ .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 Other provisions:~~ 8.7.3 Any Change Orders or other Modifications must be approved in writing by the Owner.

...

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

...

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

...

.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds ~~Deleted.~~

...

.3 AIA Document A201™-2017, A201™-2007, General Conditions of the Contract for Construction

...

.4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: Construction, as

...

*(Insert the date of the E203-2013 incorporated into this Agreement.)* modified by the

...

Owner.

...

.4 Deleted.

...

**Number**

**Title**

**Date**

...

The Drawings are included in the Solicitation and are available on the Division of Purchases website at

...

[www.purchasing.ri.gov](http://www.purchasing.ri.gov).

PAGE 9

Section	Title	Date	Pages
---------	-------	------	-------

...

The Specifications are included in the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

...

.7 Addenda, if any:

...

Number	Date	Pages
--------	------	-------

...

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9. any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

...

.8 Other Exhibits:

...

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.) Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.*

...

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated. 9 Other documents listed below:

...

(Insert the date of the E204-2017 incorporated into this Agreement.)

...

.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.

...

~~[ ]~~ The Sustainability Plan:

...

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

...

Title	Date	Pages
-------	------	-------

...

.3 The Purchase Order issued by the Owner.

...

~~[ ]~~ Supplementary and other Conditions of the Contract: § 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.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

...

Document	Title	Date	Pages
----------	-------	------	-------

...

.9 Other documents, if any, listed below:

...

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation § 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

...

of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)§ 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.

**PAGE 10**

This Agreement is entered into as of the day and year first written above 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.

...

**THE UNIVERSITY OF RHODE ISLAND BOARD OF TRUSTEES,**  
**acting by and through**  
**THE UNIVERSITY OF HODE ISLAND**  
**PURCHASING DEPARTMENT**

...

Abigail Rider Vice President, Division of  
Administration and Finance, University of Rhode  
Island

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:30:25 ET on 03/16/2020 under Order No. 7842301080 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

**DOCUMENT 00 6140 - WAIVER OF LIEN FORM**

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

**WAIVER OF LIEN FORM - Material or Labor**

Rev. 1/2/14  
January 3, 2023

**WAIVER OF LIEN FORM**  
**00 6140-1**

UNIVERSITY OF RHODE ISLAND

---

Construction Project Title: \_\_\_\_\_

General Contractor: \_\_\_\_\_

Subcontractor/Supplier: \_\_\_\_\_

DUNS No.: \_\_\_\_\_

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

Schedule of Values Line Item No.: \_\_\_\_\_

DESCRIPTION OF WORK Heading: \_\_\_\_\_

Total payment Received, Including Current Payment: \$ \_\_\_\_\_

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

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(firm name)

**END OF DOCUMENT**

**DOCUMENT 00 7000 – GENERAL CONDITIONS**

**PART 1 – GENERAL**

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

**END OF DOCUMENT**





# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

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

### THE OWNER:

(Name, legal status and address)

The University of Rhode Island Board of Trustees  
35 Campus Avenue  
Kingston, Rhode Island 02881  
acting by and through,  
The University of Rhode Island Purchasing Department  
10 Tootell Road  
Kingston, Rhode Island, 02881  
(401) 874-2171 (telephone)  
(401) 874-2306 (facsimile)  
On behalf of the User Agency

### THE USER AGENCY

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

The University of Rhode Island  
Office of Capital Projects  
60 Tootell Road – Sherman Building  
Kingston, Rhode Island 02881  
(401) 874-2725 (telephone)

### THE Design Agent:

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

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 DESIGN AGENT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK

### 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.

Init.

/

8	TIME
9	PAYMENTS AND COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	INSURANCE AND BONDS
12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES



Init.

/

## 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 order of priority set forth in Rhode Island Procurement Regulation 220-RICR-30-00-13.4(B).

§ 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. 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.

### § 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 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.

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§ 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 University of Rhode Island is exempt from payment of any federal or state excise, transportation, or sales tax. The University of Rhode Island Purchasing Department 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.

§ 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. 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 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.

### § 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 User Agency and the State of Rhode Island in accordance with Rhode Island Procurement Regulation 220-RICR-30-00-13.21.

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

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

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

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

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

## ARTICLE 4 DESIGN AGENT

### § 4.1 GENERAL

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

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

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

## § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner with assistance from the Design Agent will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction through the date the Design Agent issues the final Certificate for Payment and continuing until the expiration of the 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.

## § 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

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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.

§ 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

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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.

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

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

### § 5.3 SUBCONTRACTUAL RELATIONS

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

## § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

*(Paragraph deleted)*

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 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.

§ 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.

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§ 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 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.

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§ 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 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..

*(Paragraph deleted)*

§ 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 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.

*(Paragraph deleted)*

## 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

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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 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.

## § 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.

## § 9.8 SUBSTANTIAL COMPLETION

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

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

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

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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 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;

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- .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.

§ 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.

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§ 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 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.

§ 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

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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 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.

§ 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.

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§ 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 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

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sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 GOVERNING LAW

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

### § 13.2 SUCCESSORS AND ASSIGNS

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

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

### § 13.3 WRITTEN NOTICE

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

### § 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

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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.

### 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;

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- .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.

#### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The  
(Paragraphs deleted)

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

#### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

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

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party. 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.

§ 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

*(Paragraphs deleted)*

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 URI Purchasing Department as the Purchasing Agent appointed pursuant to the Procurement Regulations of the Board of Governors for Higher Education made in accordance with 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, Procurement Regulations of the Board of Governors for Higher Education, 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.**

**§ 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.

*(Paragraphs deleted)*

**§ 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.

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## PAGE 1

The University of Rhode Island Board of Trustees  
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On behalf of the User Agency

### THE USER AGENCY

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

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Kingston, Rhode Island 02881  
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### THE Design Agent:

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

...

**4**      **ARCHITECT**DESIGN AGENT  
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The Contract Documents are enumerated in the Agreement between the Owner and Contractor (~~hereinafter the Agreement~~) and consist of the Agreement, Conditions of the Contract (General, Supplementary (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 ~~Architect~~. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements. Design Agent.

...

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

...

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

...

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

...

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

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**§ 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 in the order of priority set forth in Rhode Island Procurement Regulation 220-RICR-30-00-13.4(B).

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

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

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

...

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

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

...

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

~~§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. Deleted.~~

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~~§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor. Deleted.~~

~~§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for The Contractor shall secure and pay for permits and fees, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.~~

~~§ 2.2.3 The If required for the Work in the discretion of the Owner, the Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the~~

site. The Contractor shall be entitled to rely on the accuracy of any information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

...

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2. ~~Deleted.~~

...

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ 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 ~~Architect's~~ Design Agent's additional services made necessary by such default, ~~neglect-neglect,~~ or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the ~~Architect-Design Agent.~~ If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

...

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

...

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

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

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

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

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

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

...

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

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

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

...

The Contractor warrants to the Owner and ~~Architect-Design Agent~~ that materials and equipment furnished under the Contract will be of ~~good quality~~ first quality, prime manufacture, and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these ~~requirements~~ 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 ~~Architect, Design Agent~~, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

...

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

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

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

...

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

...

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

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

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

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the ~~Architect-Design Agent~~ the name and qualifications of a proposed superintendent. The ~~Architect-Design Agent~~ may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the ~~Architect-Design Agent~~ has reasonable objection to the proposed superintendent or (2) that the ~~Architect-Design Agent~~ requires additional time to review. Failure of the ~~Architect-Design Agent~~ to reply within the 14 day-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 ~~Architect-Design Agent~~ has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

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

§ 3.10.2 The Contractor shall prepare a submittal schedule, ~~promptly after being awarded the Contract within 20 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 ~~Architect's approval. The Architect's-the Owner's and the Design Agent's approval.~~ The Owner's and the Design Agent's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow ~~the Architect the Owner and the Design Agent~~ reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

...

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

...

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

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

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

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

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

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

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

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

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

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

...

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

...

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, ~~Architect, Architect's consultants, and agents and employees of 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,~~ provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18: the User Agency and the State of Rhode Island in accordance with Rhode Island Procurement Regulation 220-RICR-30-00-13.21.

...

#### ARTICLE 4 — ARCHITECT

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

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

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

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

#### ARTICLE 4 DESIGN AGENT

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. Design Agent is the person lawfully licensed to practice his or her profession in the State of Rhode Island or an entity lawfully practicing its profession in the State of Rhode Island and identified in the Contract Documents as the Design Agent. The term "Design Agent" means the Design Agent or the Design Agent's authorized representative.

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

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

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

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

§ 4.2.3 On the basis of the site visits, the ~~Architect-Design Agent~~ will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The ~~Architect-Design Agent~~ will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The ~~Architect-Design 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.

...

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

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

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

§ 4.2.7 The ~~Architect-Design Agent~~ will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The ~~Architect's Design Agent's~~ action will be taken in accordance with the submittal schedule approved by the ~~Architect-Design~~

Agent or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's-Design Agent's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's-Design Agent's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's-Design Agent's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, Design Agent, of any construction means, methods, techniques, sequences or procedures. The Architect's-Design Agent's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

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§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner ~~through the Architect and the Design Agent~~ the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each ~~principal~~ portion of the Work. The Architect-Owner may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Architect-Design Agent has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. ~~Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.~~Owner or Design Agent requires additional time for review.

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

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

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

#### § 5.2.5 MANUFACTURERS AND FABRICATORS

§ 5.2.5.1 Not later than 10 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.

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

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

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

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 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. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

...

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. ~~If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.~~

...

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

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

...

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

...

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

...

- .3 The extent of the adjustment, if any, in the Contract Time.

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

...

§ 7.3.1 A Construction Change Directive is a written order prepared by the ~~Architect~~ Design Agent and signed by the ~~Owner and Architect~~ Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract,

order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

...

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted. ~~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 ~~Architect~~ Design Agent of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

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§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the ~~Architect~~ Design Agent shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. 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 ~~Architect~~ 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:

...

- 2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed; delivery;
- 3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; tools; or
- 4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- 5 ~~Additional costs of supervision and field office personnel directly attributable to the change; 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 ~~Architect~~ Design Agent. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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

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

§ 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.

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

...

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

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

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

~~§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.Deleted.~~

...

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

...

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

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~~§ 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.~~

...

~~Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, 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 Architect, Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, 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.~~

...

~~§ 9.3.1 At least ten 10 working days before the date established for each progress payment, the Contractor shall submit to the Architect-Design Agent and the Owner for approval an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect-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 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders. All Applications for Payment for Change Orders must be accompanied by a Notice of Change in Purchase Order issued by the Owner, and if directed by the Owner, by the User Agency.~~

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

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

~~§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees.~~

...

~~§ 9.4.1 The Architect-Design Agent will, within seven 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 Architect-Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Architect's Design Agent's reasons for withholding certification in whole or in part as provided in Section 9.5.1.~~

~~§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect-Design Agent to the Owner, based on the Architect's Design Agent's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect-Design Agent. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the~~

~~Architect-Design Agent~~ has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

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

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

...

- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 ~~repeated~~ failure to carry out the Work in accordance with the Contract Documents; or
- .8 any other failure to comply with the obligations of the Contractor under the Contract Documents.

...

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

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

**§ 9.6.2** The Contractor shall pay each Subcontractor no later than ~~seven-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 Architect-Design Agent will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect-Design Agent and Owner on account of portions of the Work done by such Subcontractor.~~

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within ~~seven-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 ~~Architect-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.

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If the ~~Architect-Design Agent~~ does not issue a Certificate for Payment, through no fault of the Contractor, within ~~seven 7 working~~ days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within ~~seven 7 working~~ days after the date established in the Contract Documents the amount certified by the ~~Architect-Design Agent~~ or awarded by binding dispute resolution, then the Contractor may, upon ~~seven additional 7 additional working~~ days' written notice to the Owner and ~~Architect~~, stop the Work until payment of the amount owing has been received. ~~The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.~~ Design Agent, make a claim for payment as provided under the provisions of applicable law.

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

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. ~~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.

...

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit

a list to the ~~Architect-Design Agent~~ as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the ~~Architect-Design Agent~~.

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

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the ~~Architect-Design Agent~~ (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 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 and 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. 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~~ Final Completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting ~~final completion~~, and the Architect-Final Completion, and the Design Agent so confirms, the Owner shall, upon application by the Contractor and certification by the ~~Architect-Design Agent~~, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the ~~Architect-Design Agent~~ prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

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

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

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

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

...

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

...

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

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

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

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

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

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

...

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract

Documents, the Owner shall furnish in writing to the Contractor and ~~Architect-Design Agent~~ the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the ~~Architect-Design Agent~~ will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or ~~Architect-Design Agent~~ has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the ~~Architect-Design Agent~~ have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

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

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**§ 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:

...

- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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

...

**§ 11.1.3** 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-Owner and the User Agency. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE~~OWNER'S LIABILITY INSURANCE.~~

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

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

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

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

~~§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.~~ Deleted.

...

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

### § 11.3.2 ~~BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~Deleted.

### § 11.3.3 ~~LOSS OF USE INSURANCE~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~Deleted.

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~Deleted.

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

...

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

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

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

~~§ 11.3.10 The Owner-Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five-5 working days after occurrence of loss to the Owner's~~

~~Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

...

~~§ 11.4.1 The Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in ~~bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~ the Solicitation.

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

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

...

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

...

~~§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of~~ Substantial 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 Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. ~~During the one year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.~~ If the Contractor fails to correct nonconforming Work within a reasonable time ~~during that period~~ after receipt of notice from the Owner or ~~Architect,~~ Design Agent, the Owner may correct it in accordance with Section 2.4.

...

~~§ 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.

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The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.State of Rhode Island.

...

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

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

...

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

...

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

...

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

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

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

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

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

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~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. No interest shall be due or payable on account of any payment due or unpaid under the Contract Documents except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.~~

...

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, ~~but in any case not more than 10 years after the date of Substantial Completion of the Work.~~ law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

...

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 ~~consecutive 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:

...

- ~~.2~~ An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- ~~.3~~ Because the ~~Architect-Design Agent~~ has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, ~~or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or~~
- ~~.4~~ ~~The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.9.4.1~~

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 ~~or 14.1.2~~ exists, the Contractor may, upon ~~seven~~ 7 working days' written notice to the Owner and ~~Architect-Design Agent~~, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ executed.

§ 14.1.4 If the Work is stopped for a period of 60 ~~consecutive 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 ~~seven~~ 7 additional days' written notice to the Owner and the ~~Architect-Design Agent~~, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

...

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

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- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .3 ~~repeatedly disregards~~ disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; ~~or~~
- .4 otherwise is guilty of ~~substantial breach of a provision of~~ breach of a provision of the Contract Documents; or
- .5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

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

...

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

...

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

- .1 ~~that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or~~
- .2 ~~that an equitable adjustment is made or denied under another provision of the Contract. Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work in accordance with the provisions of Section 8.3.1.~~

...

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

...

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such ~~termination, along with reasonable overhead and profit on the Work not executed.~~ termination.

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Claims by either the Owner or Contractor must be initiated by written notice to the other party ~~and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.~~ 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.

...

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

...

**§ 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 CLAIMS FOR CONSEQUENTIAL DAMAGES**

~~The Contractor and Owner waive Claims against each other. The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~.1 — damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~.2 — damages incurred by the Contractor for principal office expenses. 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 except anticipated profit arising directly from the Work.~~

~~This mutual profit. This waiver is applicable, without limitation, to all consequential damages due to either party's the Contractor's termination in accordance with Article 14. Nothing contained 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.~~

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**§ 15.2.1** ~~Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, Claims shall be referred to the Initial Decision Maker for initial decision. The ~~Architect-URI Purchasing Department as the Purchasing Agent appointed pursuant to the Procurement Regulations of the Board of Governors for Higher Education made in accordance with the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an~~ Maker in accordance with the provisions of the State Purchases Act, Procurement Regulations of the Board of Governors for Higher Education, and this Section 15.2.1. An initial decision shall be required as a condition precedent to ~~mediation-binding dispute resolution pursuant to Section 15.3.1 of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~ due.~~

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial

Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim. ~~Deleted.~~

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense. ~~Deleted.~~

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part. ~~Deleted.~~

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution. ~~Deleted.~~

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1. ~~Deleted.~~

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision. ~~Deleted.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy. ~~Deleted.~~

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines. ~~Deleted.~~

...

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution. 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 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties

or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. ~~Deleted.~~

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

#### § 15.4 ARBITRATION BINDING DISPUTE RESOLUTION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded. ~~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.~~

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

#### § 15.4.4 CONSOLIDATION OR JOINDER ~~Deleted.~~

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). ~~Deleted.~~

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. ~~Deleted.~~

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement. ~~Deleted.~~

#### § 16 COMPLIANCE WITH APPLICABLE LAW

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

## **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:24:02 ET on 03/17/2020 under Order No. 7842301080 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2007, General Conditions of the Contract for Construction, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*

**DOCUMENT 00 7200 – URI STANDARD DOCUMENTS**

**PART 1 – GENERAL**

- 1.1 The latest version of the following documents, available on the URI Capital Projects website, <http://web.uri.edu/capitalprojects/manual-for-construction-project-safety-procedures/>, will apply to all of the work of this project and are hereby incorporated by reference:

- URI Sexual Harassment Policy
- Manual for Construction Project Safety Procedures
- Access Box Keys
- Residential Sprinkler Protection
- Hot Work Permitting
- Fire Protection System Impairment
- Fire Watches
- URI Water System Regulations/Policies
- URI Contractor Attestation Related to COVID-19 Pandemic

**END OF DOCUMENT**



## **SECTION 01 1000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.01 PROJECT**

- A. See Supplemental General Conditions for official Project Information.
- B. The Project consists of the following:
  - 1. Bressler Hall Roof Replacement:
    - a) Remove and replace approximately 9,529 square feet of membrane roofing.
      - 1) Provide new roof construction consisting of provision of a new a fully adhered multi-ply modified bitumen membrane system with 30 year warranty on cover board, new rigid insulation (R-30 minimum) and vapor barrier.
      - 2) Provide new roof hatch and wall access hatch.
      - 3) Provide new fall protection anchors.
    - b) Reinstall lightning protection system.
    - c) Remove and replace approximately 1,036 square feet of standing seam metal roofing.
      - 1) Provide new standing seam metal roofing system with snow guards, gutters and downspouts.
    - d) Provide new duct insulation and wrap on existing ductwork.
  - 2. Butterfield Hall Roof Replacement:
    - a) Remove and replace approximately 9,441 square feet of membrane roofing.
      - 1) Provide new roof construction consisting of provision of a new a fully adhered multi-ply modified bitumen membrane system with 30 year warranty on cover board, new rigid insulation (R-30 minimum) and vapor barrier.
      - 2) Provide new roof hatch and wall access hatch.
      - 3) Provide new fall protection anchors.
    - b) Reinstall lightning protection system.
    - c) Remove and replace approximately 1,458 square feet of standing seam metal roofing.
      - 1) Provide new standing seam metal roofing system with snow guards, gutters and downspouts.
    - d) Provide new duct insulation and wrap on existing ductwork.

## **1.02 CONTRACT DESCRIPTION**

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

## **1.03 DESCRIPTION OF WORK**

- A. Scope of demolition and removal work is shown on drawings and as specified in Sections 02 4119 and 07 0150.19.
- B. Scope of alterations work is shown on drawings and/or as specified herein.

## **1.04 OWNER OCCUPANCY/SCHEDULE**

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

## **1.05 CONTRACTOR USE OF SITE AND PREMISES**

- A. Construction Operations: Limited to areas noted on Drawings. Coordinate with Attachment A following this section. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.
- B. Arrange use of site and premises to allow:
  - 1. Adjacent projects to progress as planned for the Owner.
  - 2. Use of street and adjacent properties by the Public.
  - 3. Continued operation of the facility in accordance with Attachment A.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Maintain appropriate egress for workforce and users of the facility.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.
- D. Time Restrictions:
  - 1. Limit conduct of especially noisy work when events are in process. Night and weekend work is allowed.
- E. Utility Outages and Shutdown:
  - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
  - 2. Prevent accidental disruption of utility services to other facilities.
  - 3. Contractor to provide written notification on Fire Sprinkler and Alarm System Impairment Notification Form following this section as Attachment B.

**1.06 ITEMS TO BE SALVAGED**

- A. Mechanical equipment and ductwork for reinstallation.
- B. Lightning protection system.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION – NOT USED**

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



**Attachment A – 01 1010**

**NOTE:**

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

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

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

**GENERAL NOTES:**

The Contractor will be responsible for providing protection for all furniture and belongings in each office. The Contractor is also responsible for cleaning their work areas after each shift so that they are ready for Owner occupancy the next day.

The Contractor is responsible for maintaining egress paths during construction to the satisfaction of the Fire Marshall and the AHJ.

The building occupants are sensitive to dust issues. The Contractor will be responsible for providing dust containment in each area while it is under construction and then cleaning each contained area daily when the shift is over.

Contractor is responsible for coordinating with the Owner for exterior hoisting, if needed, with respect to timing, crane placement, window removal, temporary openings and restoration, etc, and is responsible for any and all associated costs.

Parking is restricted to areas designated by the University.

Any material not installed during the shift must be removed from occupied areas at the end of each shift.

The Contractor is responsible to protect areas below the roof from water damage in case of rain.





OFFICE OF CAPITAL PROJECTS

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

Fire Sprinkler and Alarm System Impairment Notification Form

To: URI Office of Capital Projects

Date \_\_\_\_\_

Start of Planned Impairment: \_\_\_\_\_

End of Planned Impairment: \_\_\_\_\_

Building occupied during impairment: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Any hot work to be performed: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Description of Work to be performed: \_\_\_\_\_  
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URI Manager of Alarms, Mike Suriani, can also be directly contacted at 401-639-2268.

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

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Phone: \_\_\_\_\_



**01 1030 SUMMARY - Attachment C  
Abatement Plan**

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

*(None)*

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

*(None)*



## **SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

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

#### 1.02 ALLOWANCES

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

### 1.03 TESTING AND INSPECTION ALLOWANCE

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

### 1.04 SCHEDULE OF VALUES

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

### 1.05 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
  - 1. Prepare a draft version "pencil copy" of each application and distribute via email 5 days prior to due date for review by Design Agent and Owner's representative.
  - 2. After making agreed revisions, individually sign and notarize and emboss with notary's official seal, the original and each of the three copies. Deliver to Owner's representative for further processing and distribution.
  - 3. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for re-submittal.
  - 4. Applications not properly signed and notarized will be rejected, and returned for re-submittal.
  - 5. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission, prepared per Section 01 3300.

1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, Certified Monthly Payroll Records with proper compliance cover sheet for the previous month's pay period. Identify MBE/DBE subcontractors and hours worked in a format acceptable to URI. See Attachment A this section for current State and Federal requirements.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300.
- F. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the URI Waiver of Lien Form included in Document 00 6140 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- G. Substantiating Data: When the Owner or Design Agent requires additional substantiating information from the review of the "pencil copy", submit data justifying dollar amounts in question.
- H. In addition to the items above, include the following with the Application for Payment :
  1. Record Documents as specified in Section 01 7800, for review by the Owner which will be returned to the Contractor.
  2. Affidavits attesting to off-site stored products with insurance certificates as requested.
  3. Digital Photographs as specified in Section 01 3300. Include on same disc with construction schedule.
- I. Payment Period: Submit at monthly intervals unless stipulated otherwise in the Supplemental General Conditions.

#### 1.06 WARRANTY INSPECTION RETAINAGE

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

## 1.07 SALES TAX EXEMPTION

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

## 1.08 CHANGE PROCEDURES

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

- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, including timeslips signed by Owner's representative, within the time limits indicated in the Conditions of the Contract. The Design Agent will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Only Owner-representative-signed timeslips will be considered.
  - I. Maintain detailed records of work done on a Time and Material basis. Submit timeslips daily for verification and sign-off by Owner's representative on-site. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
  - J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
  - K. Change Order Forms: AIA G701 Change Order.
  - L. Execution of Change Orders: The Design Agent will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
  - M. Correlation Of Contractor Submittals:
    - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
    - 2. Promptly enter changes in the Project Record Documents.
- 1.09 DEFECT ASSESSMENT
- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
  - B. If, in the opinion of the Design Agent, it is not practical to remove and replace the Work, the Design Agent will direct an appropriate remedy or adjust payment.
  - C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
  - D. The defective Work will be partially repaired to the instructions of the Design Agent, and the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
  - E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.

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

#### 1.10 UNIT PRICES

- A. See Attachment A.

#### 1.11 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Purchase Order.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates: See Attachment A.

### **PART 2 - PRODUCTS**

Not Used.

### **PART 3 - EXECUTION**

Not Used.

### **END OF SECTION**

**01 2010 PRICE AND PAYMENT PROCEDURES - Attachment A**

A. Allowances

1. Unforeseen asbestos abatement due to hidden conditions.	\$ 30,000
2. Unforeseen masonry repairs and repointing.	\$ 45,000
3. Concrete deck repairs under existing roofing system	\$ 45,000
4. Unforeseen rooftop ductwork repairs	\$ 45,000
5. Unforeseen modifications to roof anchor system	<u>\$ 20,000</u>

**Total Base Bid Allowances: \$185,000**

B. Testing Allowance

1. None

C. Unit Prices

1. None

D. Alternates

1. None

E. Payroll Reporting

1. Forms for the submission of Certified Payroll Records may be found from the Rhode Island [Prevailing Wage Website](#) in either PDF or Excel formats. These forms must be used on monthly submittals.
2. Identify Apprenticeship hours required under RIGL 37-13-3.1 for all contracts over \$1million in value.
3. A Minority Utilization Report for minority subcontractors must be included. Use the form provided as Attachment B.

E. Warranty Inspection Retainage

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

**END OF ATTACHMENT**



**01 2030 PRICE AND PAYMENT PROCEDURES - Attachment C**  
**Small Project Changes**

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. No amendments are necessary in this Section due to project size. See Attachment A for project specific amendments.

**END OF ATTACHMENT**



## **SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

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

#### 1.02 SITE ADMINISTRATION

- A. Maintain a daily attendance log to include the names of all project employees and guests to the site regardless of project size. Each guest signing the log should indicate a brief description of the reason for the visit, the guest's employer or organization. The log sheet, or sheets, must clearly indicate the Project Name, and the name of the Prime contractor. Each line in the log should allow for the name of that employee, the employee's job title (use terminology used by prevailing wage job title), the name of that employee's employer and the employee's contact information. This log shall be kept on a uniform form prescribed by the Director of Labor and Training. Such log shall be available for inspection on the site at all times by the Purchaser, Owner, and/or the Director of the Department of Labor and Training and his or her designee. Provide copies when requested. The log shall comply with requirements of RIGL 37-12-12(c).

#### 1.03 COORDINATION AND PROJECT CONDITIONS

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

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

#### 1.04 PRECONSTRUCTION MEETING

- A. The Design Agent will schedule a meeting after a Purchase Order is issued to the Contractor.
- B. Attendance Required: Owner's Representative, Design Agent, and Contractor.
- C. Agenda:
  - 1. Distribution of the Contract Documents.
  - 2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
  - 3. Designation of the personnel representing the parties in the Contract and the Design Agent.
  - 4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
  - 5. Scheduling.
- D. Contractor shall record the minutes and distribute copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

#### 1.05 SITE MOBILIZATION MEETING

- A. The Design Agent will schedule a meeting at the Project site prior to the Contractor's occupancy and may occur at the same time as the Preconstruction meeting noted above.
- B. Attendance Required: The Owner, Design Agent, Contractor, the Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
  - 1. Use of the premises by the Owner and the Contractor.
  - 2. The Owner's requirements and partial occupancy.
  - 3. Construction facilities and controls provided by the Owner.
  - 4. Temporary utilities provided by the Owner.
  - 5. Security and housekeeping procedures.
  - 6. Schedules.
  - 7. Application for payment procedures.
  - 8. Procedures for testing.

9. Procedures for maintaining the record documents.
10. Requirements for the start-up of equipment.
11. Inspection and acceptance of the equipment put into service during the construction period.

- D. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

#### 1.06 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at weekly intervals while work is in process.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.
- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Design Agent, and Consultants as appropriate to agenda topics for each meeting.

#### D. Agenda:

1. Review the minutes of previous meetings.
2. Review of the Work progress.
3. Field observations, problems, and decisions.
4. Identification of the problems which impede the planned progress.
5. Review of the submittals schedule and status of the submittals.
6. Review of delivery schedules.
7. Maintenance of the progress schedule.
8. Corrective measures to regain the projected schedules.
9. Planned progress during the succeeding work period.
10. Coordination of the projected progress.
11. Maintenance of the quality and work standards.
12. Effect of the proposed changes on the progress schedule and coordination.
13. Other business relating to the Work.

- E. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Consultants, Owner, participants, and others affected by the decisions made.

#### 1.07 PREINSTALLATION MEETINGS

- A. When required in the individual specification Sections, convene a pre-installation meeting at the site prior to commencing the Work of the Section.
- B. Require attendance of the parties directly affecting, or affected by, the Work of the specific Section.

- C. Notify the Design Agent four days in advance of the meeting date.
- D. Prepare an agenda and preside at the meeting:
  - 1. Review the conditions of installation, preparation and installation procedures.
  - 2. Review coordination with the related work.
- E. Record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, participants, and those Consultants affected by the decisions made.

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **END OF SECTION**

**01 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A**

A. Pre-installation Meetings

1. The following items of work will require pre-installation meetings:

- Selective demolition and roof removals
- Concrete repair
- Duct insulation
- Membrane roofing system
- Standing seam metal roofing system

**END OF ATTACHMENT**



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

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

B. Replace headings 1.01 C, D, E, and F with “C. Meetings”.

C. Delete paragraphs 1.04, 1.05 and 1.07. Retitle 1.06 Progress Meetings to be “1.06 Meetings”. Insert the words “or other requested” after “weekly” in 1.06 A. Delete subparagraph 1.06 D. Agenda. Meeting requirements may be less formal in small projects.

**END OF ATTACHMENT**



## **SECTION 01 3300 - SUBMITTAL PROCEDURES**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

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

#### 1.02 SUBMITTAL PROCEDURES

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

- B. Transmit each submittal with a dated Design Agent-accepted transmittal form.
- C. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in each section below.
- D. Sequentially number the transmittal form. Mark revised submittals with an original number and a sequential alphabetic suffix.
- E. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
- F. Apply a Contractor's electronic stamp certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to the Design Agent's FTP site. Coordinate the submission of related items.
- H. For each submittal, allow 15 days for review.
- I. Identify all variations from the Contract Documents and any Product or system limitations which may be detrimental to a successful performance of the completed Work.
- J. Allow space on the submittals for the Contractor's, Design Agent's, and Consultant's electronic review stamps.
- K. When revised for resubmission, identify the changes made since the previous submission.
- L. Distribute copies of the reviewed submittals as appropriate. Reproduce as necessary to inform subcontractors without internet download capabilities. Instruct the parties to promptly report any inability to comply with the Contract requirements.
- M. Produce additional copies as required for the Record Document purposes as described in Section 01 7800.

### 1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after Date of Commencement for Design Agent to review. After a review, submit detailed schedules within 15 days modified to accommodate the revisions recommended by the Design Agent and Owner.

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

#### 1.04 PROPOSED PRODUCTS LIST

- A. Within 20 days after the Date of Commencement, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.
- B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information , when appropriate.

#### 1.05 PRODUCT DATA

- A. Product Data: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- B. Submit one (1) printed copy and one (1) electronic PDF copy for review. The Design Agent will retain the reviewed printed copy for record and return the reviewed electronic PDF copy to the Contractor for distribution.
- C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.
- D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
- E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 7800.

#### 1.06 SHOP DRAWINGS

- A. Shop Drawings: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- B. Submit two (2) printed copies and one (1) electronic PDF copy for review. The Design Agent and /or Consultants will retain the reviewed printed copies for record and return the reviewed electronic PDF copy to the Contractor for distribution.
- C. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipments and appliances.

#### 1.07 SAMPLES

- A. Samples: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the

SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.

- B. Samples for Selection as Specified in Product Sections:
  - 1. Submit to the Design Agent for aesthetic, color, or finish selection.
  - 2. Submit samples of the finishes in the colors selected for the Design Agent's records.
  - 3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- C. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.
- F. Include identification on each sample, with the full Project information.
- G. Submit at least the number of samples specified in the individual specification Sections; the Design Agent will retain two samples.
- H. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- I. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

#### 1.08 TEST REPORTS

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

#### 1.09 DESIGN DATA

- A. Submit (1) printed and (1) electronic PDF data for the Design Agent's knowledge as contract administrator for the Owner.
- B. Submit information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

#### 1.10 CERTIFICATES

- A. When specified in the individual specification Sections, submit (1) printed and (1) electronic PDF certification by the manufacturer, installation/application subcontractor, or the Contractor to the Design Agent in the quantities specified for the Product Data.
- B. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- A. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

#### 1.10 MANUFACTURER'S INSTRUCTIONS

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

#### 1.11 MANUFACTURER'S FIELD REPORTS

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

#### 1.12 DIGITAL PHOTOGRAPHS

- A. Submit minimum 12 digital photographs of construction progress each month on the same CD as the project schedule submittal. Include both jpg. and reduced-size PDF versions for email use.
- B. Include an additional minimum of 12 photographs documenting underground utilities when installed in relationship to visible site features.
- C. Include photographs of important in-wall or ceiling utilities before close-in at appropriate stages of construction.
- D. See Section 01 7800 for close-out copy requirements of these files.

#### 1.13 ERECTION DRAWINGS

- A. When specified in the individual Specification sections, the trade contractors shall submit (1) printed and (1) electronic PDF copy of erection drawings for review prior to proceeding with fabrication and/or construction.
- B. Erection drawings shall be prepared in accordance with the latest edition of the respective trades' codes of standard practice.
- C. All erection drawings shall be fully developed by the trade contractors or by agents of the contractors. CAD files, photocopies, or other reproductions of the contract drawings in whole or in part shall not be used by the trade contractors or their agents for the preparation and development of erections drawings without the expressed written consent of the Design Agent.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**



**01 3310 SUBMITTAL PROCEDURES - Attachment A**

A. Submittal List

03 0130	Concrete Repair
05 5150	Aluminum Ladders
06 1053	Miscellaneous Rough Carpentry
07 4113.16	Standing-Seam Metal Roof Panels
07 5216	Modified Bituminous Membrane Roofing
07 6200	Sheet Metal Flashing and Trim
07 7100	Roof Specialties
07 7200	Roof Accessories
07 7253	Snow Guards
07 9200	Joint Sealants
08 3113	Access Doors and Frames
09 1000	Painting
23 0713	Duct Insulation

**END OF ATTACHMENT**



**01 3320 SUBMITTAL PROCEDURES - Attachment B**

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

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

C. Replace subparagraph 1.02 A with the following:

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

D. Delete paragraphs 1.12 and 1.13.

**END OF ATTACHMENT**



## **SECTION 01 4000 – QUALITY REQUIREMENTS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

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

#### 1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

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

1.04 TOLERANCES

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

1.05 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.
- C. Obtain copies of the standards where required by the product specification Sections.
- D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- E. Neither the contractual relationships, duties, or responsibilities of the parties in the Contract, nor those of the Design Agent, shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

**1.06 TESTING AND INSPECTION SERVICES**

- A. The Contractor will submit the name of an independent firm to the Design Agent for approval by the Owner, to perform the testing and inspection services. The Contractor shall pay for all the services required in the Base Bid as described in Attachment A. Contractor shall coordinate any Owner-authorized testing also described in Attachment A, to be paid for from Testing Allowance.
- B. The independent firm will perform the tests, inspections and other services specified in the individual specification Sections and as required by the Design Agent or its Consultants.
  - 1. Laboratory: Authorized to operate in the location in which the Project is located.
  - 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
  - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Design Agent or the Owner.
- D. Reports will be submitted by the independent firm to the Design Agent, the Consultant for that trade, and the Contractor, in duplicate, indicating the observations and results of tests and indicating the compliance or non-compliance with Contract Documents.
- E. Cooperate with the independent firm; furnish samples of the materials, design mix, equipment, tools, storage, safe access, and the assistance by incidental labor as requested.
  - 1. Notify the Design Agent and Engineer and the independent firm 24 hours prior to the expected time for operations requiring services.
  - 2. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.
- F. Testing and employment of the testing agency or laboratory shall not relieve the Contractor of an obligation to perform the Work in accordance with the requirements of the Contract Documents.
- G. Re-testing or re-inspection required because of a non-conformance to the specified requirements shall be performed by the same independent firm on instructions by the Design Agent or its Consultant. Payment for the re-testing or re-inspection will be charged to the Contractor by deducting the testing charges from the Contract Sum.
- H. Agency Responsibilities:
  - 1. Test samples of mixes submitted by the Contractor.
  - 2. Provide qualified personnel at the site. Cooperate with the Design Agent or its Consultant and the Contractor in performance of services.
  - 3. Perform specified sampling and testing of the products in accordance with the specified standards.
  - 4. Ascertain compliance of the materials and mixes with the requirements of the Contract

Documents.

5. Promptly notify the Design Agent, Consultant and the Contractor of observed irregularities or non-conformance of the Work or products.
  6. Perform additional tests required by the Design Agent or its Consultants.
  7. Attend the preconstruction meetings and the progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, and to the Contractor. When requested by the Design Agent, provide an interpretation of the test results. Include the following:
1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and specifications section.
  6. Location in the Project.
  7. Type of inspection or test.
  8. Date of test.
  9. Results of tests.
  10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the Work.
  4. Agency or laboratory may not assume any duties of the Contractor.
  5. Agency or laboratory has no authority to stop the Work.

#### 1.08 MANUFACTURERS' FIELD SERVICES

- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit the qualifications of the observer to the Design Agent 30 days in advance of the required observations. Observer is subject to approval of the Design Agent.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01 3300 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

1.09 MOCK-UP REQUIREMENTS

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Accepted mock-ups shall be a comparison standard for the remaining Work.
- C. Where mock-up has been accepted by Design Agent and is no longer needed, remove mock-up and clear area when directed to do so.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION**



**01 4010 QUALITY REQUIREMENTS - Attachment A**

A. Base Bid Testing Requirements List

1. Field uplift testing of completed membrane roofing system.

B. Additional Owner-Authorized Testing Requirements List

1. *None.*

C. Other

1. *None.*

**END OF ATTACHMENT**



**01 4020 SUBMITTAL PROCEDURES - Attachment B**

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

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

**END OF ATTACHMENT**



## **SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

- A. Temporary Utilities:
  - 1. Temporary electricity.
  - 2. Temporary lighting for construction purposes.
  - 3. Temporary heating.
  - 4. Temporary cooling.
  - 5. Temporary ventilation.
  - 6. Telephone service.
  - 7. Temporary water service.
  - 8. Temporary sanitary facilities.
  
- B. Construction Facilities:
  - 1. Field offices and sheds.
  - 2. Hoisting.
  - 3. Parking/Traffic.
  - 4. Progress cleaning and waste removal.
  - 5. Project identification.
  - 6. Traffic regulation.
  
- C. Temporary Controls:
  - 1. Barriers.
  - 2. Enclosures and fencing.
  - 3. Security.
  - 4. Fire detection.
  - 5. Water control.
  - 6. Dust control.
  - 7. Erosion and sediment control.
  - 8. Noise control.
  - 9. Pest control.
  - 10. Pollution control.
  - 11. Rodent control.
  
- D. Removal of utilities, facilities, and controls with reseeded and repair of grounds.
  
- E. See Attachment A for any modifications.

#### 1.02 TEMPORARY ELECTRICITY

- A. The Owner will pay the cost of energy used. Exercise measures to conserve energy. Utilize the Owner's existing power service.
- B. Complement the existing power service capacity and characteristics as required for construction operations.

- C. Provide power outlets, with branch wiring and distribution boxes located at each floor or as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment. All flexible power cords shall be suspended with hangers to eliminate trip hazards.
- D. Provide main service disconnect and over-current protection at a convenient location, or a feeder switch at the source distribution equipment or meter.
- E. Permanent convenience receptacles may not be utilized during construction.
- F. Provide distribution equipment, wiring, and outlets to provide single-phase branch circuits for power. Provide 20-ampere duplex outlets, single-phase circuits for power tools.

#### 1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft (21 watt/sq m).
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction where not removed.

#### 1.04 TEMPORARY HEATING

- A. Existing facilities will be occupied and heated by the University when temperatures require. Take care to avoid leaving doors open in exterior walls that could compromise heating operations. For new construction, the cost of energy will be borne by the Contractor. Provide temporary heating as necessary for construction operations.
- B. Supplement with temporary heat devices if needed to maintain the specified conditions for construction operations even in existing buildings.
- C. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.
- D. In areas of work with mechanical hot-air heating, clean units and replace filters after Substantial Completion.
- E. Do not use new equipment for heating after replacement during construction.

#### 1.05 TEMPORARY COOLING

- A. Existing cooling facilities are typically not available.
- B. Provide and pay for cooling devices and cooling as needed to maintain the specified conditions for construction operations.

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

#### 1.06 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve a curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.
- B. If existing ventilation fans are used during construction, clean fans in areas of work after Substantial Completion.

#### 1.07 TELEPHONE SERVICE

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

#### 1.08 TEMPORARY WATER SERVICE

- A. The Owner will pay the cost of temporary water. Exercise measures to conserve energy. Utilize the Owner's existing water system, extend and supplement with temporary devices as needed to maintain the specified conditions for construction operations.
- B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation if needed to prevent freezing.

#### 1.09 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain temporary toilet facilities for use by all construction personnel. Trades people will not be permitted to use existing facilities within the building.

#### 1.10 FIELD OFFICES AND SHEDS

- A. Do not use existing facilities for storage. Job meetings will be held on campus at a location to be chosen by the University.
- B. Storage Areas and Sheds: Size to the storage requirements for the products of the individual Sections, allowing for access and orderly provision for the maintenance and for the inspection of Products to the requirements of Section 01 6000. Containers will be permitted within the project limit line. Coordinate with URI for storage areas.
- C. Preparation: Fill and grade the sites for the temporary structures to provide drainage away from the buildings.
- D. Removal: At the completion of the Work remove the buildings, foundations, utility services, and debris. Restore the areas.

### 1.11 HOISTING

- A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for Operating Engineers, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment.

### 1.12 PARKING/TRAFFIC

- A. Workers must park in lots assigned by the University with daily permits. See Site Utilization Plan.
- B. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Do not allow vehicle parking on existing sidewalks.
- E. Provide and maintain access to fire hydrants and control valves free of obstructions.
- F. Remove mud from construction vehicle wheels before entering streets. Cleanup dirt, rocks, and debris left on street from construction vehicles.
- G. Use designated existing on-site roads for construction traffic.
- H. Maintenance:
  - 1. Maintain the traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain the paving and drainage in original, or specified, condition.
- I. Removal, Repair:
  - 1. Remove temporary materials and at Substantial Completion.
  - 2. Remove underground work and compacted materials to a depth of 2 feet; fill and grade the site as specified.
  - 3. Repair existing and permanent facilities damaged by use, to the original or specified condition.

### 1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other remote spaces, prior to enclosing the space.

- C. Broom and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from the site daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### 1.14 PROJECT IDENTIFICATION

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

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

#### 1.15 TRAFFIC REGULATION

##### A. Signs, Signals, and Devices:

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

- B. Flag Persons: Provide trained and equipped flag persons to regulate the traffic when construction operations or traffic encroach on the public traffic lanes.

- C. Flares and Lights: Use flares and lights during the hours of low visibility to delineate the traffic lanes and to guide traffic.

##### D. Haul Routes:

1. Consult with the authority having jurisdiction, establish the public thoroughfares to be used for haul routes and site access.

##### E. Traffic Signs and Signals:

1. At approaches to the site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct the construction and affected public traffic.
2. Install and operate automatic traffic control signals to direct and maintain the orderly flow of traffic in areas under the Contractor's control, and areas affected by the Contractor's operations.
3. Relocate as the Work progresses, to maintain effective traffic control.

##### F. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to a depth of 2 feet .

#### 1.16 BARRIERS

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

- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way, or for public access to the building.

- C. Provide protection for plants designated to remain. Replace damaged plants.

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

### 1.17 ENCLOSURES AND FENCING

- A. Construction: Provide 6-ft. high commercial grade chain link fence around on-site equipment or areas of site disturbance for the period required to protect work and the public. Equip with vehicular and pedestrian gates with locks. Provide one set of keys to all gates and door locks to the Owner.
- A. Perform adjustment to the proposed layout as may be directed by the Owner.
- B. Interior Enclosures:
  - 1. Provide temporary partitions and ceilings as indicated to separate the work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to the existing materials and equipment.
  - 2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces, as agreed with the Owner:
    - a. Maximum flame spread rating of 75 in accordance with ASTM E84.

### 1.18 SECURITY

- A. Security Program:
  - 1. Protect the Work, the existing premises, or the Owner's operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate the program in coordination with the Owner's existing security system at mobilization.
  - 3. Maintain the program throughout the construction period until Owner occupancy of each designated area.
- B. Entry Control: Coordinate the access of the Owner's personnel to the site in coordination with the Owner's security forces.

### 1.19 FIRE DETECTION

- A. Before beginning any construction operation that can potentially trigger the existing fire alarm detection system, notify the Owner through use of the form provided in Section 01 1020.
- B. Failure to so notify the Owner will subject the Contractor to a monetary fine for each occurrence, should the fire detection system be activated inadvertently by a construction activity.
- C. Comply with FM Global insurance underwriting standards and insurer recommendations for Hot Work, sprinkler impairment, and site maintenance.

1.20 WATER CONTROL

- A. Grade the site to drain. Maintain excavations free of water. Provide, operate, and maintain the pumping equipment.
- B. Protect the site from puddling or running water. Provide water barriers as required to protect the site from soil erosion.

1.21 DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.22 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize the amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect the earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.23 NOISE CONTROL

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

1.24 PEST CONTROL

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

1.25 POLLUTION CONTROL

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

1.26 RODENT CONTROL

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

1.27 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.
- B. Remove the underground installations to a minimum depth of 2 feet. Grade the site as indicated.
- C. Clean and repair the damage caused by installation or use of temporary work.
- D. Restore the existing and new facilities used during construction to their original condition.
- E. Restore any temporary exterior laydown or storage areas to the original condition. After each use, regrade and reseed as required to meet this requirement.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**



**01 5010 TEMPORARY FACILITIES AND CONTROLS - ATTACHMENT A**

1.01 SECTION INCLUDES

1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Telephone service.
4. Facsimile service.
5. Temporary water service.
6. Temporary sanitary facilities.

**END OF ATTACHMENT**



**01 5020 TEMPORARY FACILITIES AND CONTROLS - Attachment B**

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

**END OF ATTACHMENT**



## **SECTION 01 6000 - PRODUCT REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

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

#### **1.02 PRODUCTS**

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

#### **1.03 PRODUCT DELIVERY REQUIREMENTS**

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

#### **1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

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

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

#### 1.05 PRODUCT OPTIONS

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

#### 1.06 PRODUCT SUBSTITUTION PROCEDURES

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

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

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

Not Used.

## **END OF SECTION**



**01 6010 PRODUCT REQUIREMENTS - Attachment A**

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

**END OF ATTACHMENT**



**01 6020 PRODUCT REQUIREMENTS - Attachment B**

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. No amendments are necessary in the Section due to project size. See Attachment A for project specific amendments.

**END OF ATTACHMENT**



## **SECTION 01 7000 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.
- D. Protection of adjacent construction.
- E. Cutting and patching.
- F. Special procedures.
- G. Starting and adjusting of systems.
- H. Demonstration and Instructions.
- I. Testing, adjusting and balancing.
- J. Protecting Installed Construction.

#### 1.02 EXAMINATION

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

### 1.03 PREPARATION

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

### 1.04 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner if required by subgrade work.
- B. Locate and protect survey control and reference points. Promptly notify Design Agent of any discrepancies discovered.
- C. Control Datum for survey is to be agreed to with the Design Agent.
- D. Verify setbacks and easements, if any; confirm drawing dimensions and elevations.
- E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit a copy of site drawings and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.
- G. Maintain a complete and accurate log of control and survey work as it progresses.
- H. If required by the Owner, on completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference point during construction.
- J. Promptly report to Design Agent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control point based on original survey control. Make no changes without prior written notice to Design Agent.

#### 1.05 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.
- C. Protect existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Cover and protect furnishings, materials and equipment within the spaces receiving new work. Move items as necessary to install new work and return them to original locations at the close of construction in that area.
- E. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner.
- F. Prohibit unnecessary traffic from existing landscaped areas.
- G. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of, the University's Associate Director of Lands and Grounds.

#### 1.06 CUTTING AND PATCHING

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

- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut masonry, concrete, and other rigid materials using masonry saw or core drill.
- F. Remove ceiling tiles as necessary to access areas of work. Store and replace carefully to avoid damage. Replace all ceiling tiles damaged during the work with new tiles to match. Repair ACT grid damaged during the work in accordance with this section.
- G. Restore Work with new Products in accordance with requirements of Contract Documents.
- H. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- J. At penetration of fire rated partitions, ceiling, or floor construction, completely seal voids with fire rated or fire resistant material in accordance with Specifications, to full thickness of the penetrated element.
- K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- L. Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.
- M. See General Conditions for additional requirements.

1.07 SPECIAL PROCEDURES

- A. Materials: As specified in product Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.

- F. Prepare surface and remove surface finishes to provide installation of new Work and finishes.
- G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces to specified condition for each material, with a neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Design Agent for review.
- L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent for review.
- M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- N. Patch or replace portions of existing surfaces which are damaged, or showing other imperfections.
- O. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings.

#### 1.08 STARTING AND ADJUSTING OF SYSTEMS

- A. Coordinate schedule for starting and adjusting of various equipment and systems.
- B. Notify Design Agent and Owner seven days prior to starting and adjusting of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.

- F. Execute starting and adjusting under supervision of responsible Contractor's personnel or manufacturer's representative, in accordance with manufacturer's instructions.
- G. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- H. When specified in individual specifications Section, require manufacturer to provide authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to starting, and to supervise placing of equipment or system in operation.
- I. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

#### 1.09 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

#### 1.10 TESTING, ADJUSTING, AND BALANCING

- A. Submit, for the Owner's approval, the name of an independent firm to perform testing of fire systems. The independent firm's services will be paid for by the Contractor.
- B. The independent firm will perform services specified in individual specifications Sections.
- C. Reports will be submitted by the independent firm to the Design Agent and the Owner indicating observations and test results, indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

**1.11 PROTECTING INSTALLED CONSTRUCTION**

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Repair or replace installed Work damaged by construction operations, as directed by the Design Agent.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**



**01 7010 EXECUTION REQUIREMENTS - Attachment A**

A. Daily Attendance Form

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

**END OF ATTACHMENT**



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

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

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

**END OF ATTACHMENT**



## SECTION 01 7320

### WASTE MANAGEMENT

#### PART 1 GENERAL

##### 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood: May be used as blocking or furring.
  - 5. Land clearing debris, including brush, branches, logs, and stumps.
  - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 7. Glass.
  - 8. Gypsum drywall and plaster.
  - 9. Plastic buckets.
  - 10. Paper, including wrapping, newsprint, and office.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01 3300.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

##### 1.02 RELATED REQUIREMENTS

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

demolition, cutting and patching, installation, protection, and cleaning.

### 1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

### 1.04 SUBMITTALS

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

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

## **PART 2 PRODUCTS (not used)**

## **PART 3 EXECUTION**

### **3.01 WASTE MANAGEMENT PROCEDURES**

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

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

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. **Manager:** Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. **Communication:** Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, Owner's Recycling and Solid Waste Coordinator, and Design Agent.
- C. **Instruction:** Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. **Meetings:** Discuss trash/waste management goals and issues at project meetings.
  - 1. Pre-bid meeting.
  - 2. Pre-construction meeting.
  - 3. Regular job-site meetings.
- E. **Facilities:** Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. **Hazardous Wastes:** Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. **Recycling:** Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. **Reuse of Materials On-Site:** Set aside, sort, and protect separated products in preparation for reuse.
- I. **Salvage:** Set aside, sort, and protect products to be salvaged for reuse off-site.

**END OF SECTION**

**01 7330 WASTE MANAGEMENT - Attachment A**

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

**END OF ATTACHMENT**



**01 7331 WASTE MANAGEMENT - Attachment B**  
**Small Project Changes**

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

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

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

**END OF ATTACHMENT**



## **SECTION 01 7800 - CLOSEOUT REQUIREMENTS**

### **PART 1 - GENERAL**

#### 1.01 SECTION INCLUDES

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

#### 1.02 CLOSEOUT PROCEDURES

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

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

#### 1.03 QUALITY ASSURANCE

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

#### 1.04 MAINTENANCE SERVICE

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

#### 1.05 OWNER'S MANUALS

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

- F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. This copy will be reviewed and returned after final inspection, with the Design Agent's comments. Revise the content of the document sets as required prior to final submission.
- G. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

#### 1.06 OPERATIONS AND MAINTENANCE MANUALS

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

#### 1.07 MATERIALS AND FINISHES MANUALS

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

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

#### 1.08 EQUIPMENT AND SYSTEMS MANUALS

- A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.
- B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color-coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Include a servicing and lubricating schedule, and a list of lubricants required.
- H. Include the manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by the controls manufacturer.
- J. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Include control diagrams by the controls manufacturer as installed.
- L. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.
- N. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports as specified in Section 01400.

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

#### 1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products (attic stock) in the quantities specified in the individual specification Sections.
- B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.

#### 1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

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

#### 1.11 PROJECT RECORD DOCUMENTS

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

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

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

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

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **END OF SECTION**



**01 7810 CLOSEOUT REQUIREMENTS - Attachment A**

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

**END OF ATTACHMENT**



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

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

**END OF ATTACHMENT**



## SECTION 02 4119 – SELECTIVE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:

1. Demolition and removal of roof hatches.
2. Demolition and removal of wall access panels.
3. Demolition and removal of miscellaneous sheet metal flashing.
4. Demolition and removal of gutters and downspouts.
5. Demolition and removal of ladders.
6. Demolition and removal of duct insulation.
7. Removal and salvage of the following for reinstallation:
  - a. Mechanical units, including disconnecting and reconnecting electrical wiring.
  - b. Lightning protection ground equipment.

- B. Related Sections include the following:

1. Division 01 Section "Summary" for use of premises and Owner-occupancy requirements.
2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
3. Division 01 Section "Cutting and Patching" for cutting and patching procedures.
4. Division 01 Section "Waste Management."
5. Division 03 Section "Concrete Repair" for patching and repair of concrete deck.
6. Division 07 Section "Preparation for Re-Roofing" for roofing systems removal.

#### 1.3 DEFINITIONS

- A. Remove / Demolish: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Relocate / Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.5 PRE-DEMOLITION MEETINGS

- A. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition including, but not limited to, the following:
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control, and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Coordination of Owner's continuing occupancy of portions of existing building.
  - 5. Means of protection for items to remain and items in path of waste removal from building.
- C. Predemolition Photographs or Video: Submit before Work begins.

#### 1.7 CLOSEOUT SUBMITTALS

- A. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## 1.8 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
  - 1. Comply with requirements specified in Division 01 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: Hazardous materials may be present in roofing and associated materials to be selectively demolished. A report on the presence of hazardous materials is available for review. Examine report to become aware of locations where hazardous materials are present.
  - 1. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.
  - 2. If unidentified hazardous materials are encountered during the work, do not disturb hazardous materials or items suspected of containing hazardous materials. Stop all work on the project and immediately notify Architect.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.

- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
  - 1. The Contractor is responsible for scanning and field indicating existing materials for obstructions prior to all cutting/coring as follows:
    - a. Scan existing concrete deck, top and bottom, for existing obstructions (i.e. rebar, conduit, etc.) prior to cutting of concrete for installation of fall protection anchors.
- F. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs.
  - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.
  - 2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

### 3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
  - 1. Comply with requirements for existing services/systems interruptions specified in Division 01 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
  - 1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
  3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  4. Cover and protect furniture, furnishings, and equipment that have not been removed.
  5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically.
  2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
  4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
8. Dispose of demolished items and materials promptly. Comply with requirements in Division 01 Section "Waste Management."

B. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

### 3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
4. Comply with requirements specified in Division 01 Section "Construction Waste Management and Disposal."

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property.

1. Include cost of all transportation and disposal.
2. Provide verification of all disposal trips.

3. Hazardous materials are to be handled and disposed of in accordance with all State, Local, and Federal regulations.

### 3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02 4119



## SECTION 03 0130 – CONCRETE REPAIR

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Patching and repair of existing concrete roof deck.
- B. Related Sections:
  - 1. Division 07 Section “Joint Sealants.”

#### 1.3 ALLOWANCES

- A. Allowance for concrete repair is specified in Section 01 2100 “Price and Payment Procedures – Attachment A.”

#### 1.4 PREINSTALLATION MEETINGS

- A. Preconstruction Conference: The manufacturer’s representative shall attend the preconstruction conference in accordance with Division 01 Section “Project Management and Coordination” to review products to be used for this Project.
- B. Preinstallation Conference: Conduct conference at Project site.
  - 1. Meet with Architect, Owner’s Representative, and product manufacturer’s representative.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include construction details, material descriptions, chemical composition, physical properties, test data, and mixing, preparation, and application instructions.
- B. Samples for Verification: Cured samples for each exposed product and for each color and texture specified.

1. Include cured Samples of each required type, color, and texture of patching material in the form of patches in drilled holes or sawed joints in sample concrete representative of the range of concrete colors on the building.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For installers and manufacturers.
- B. Material Certificates: For each product.
- C. Product Test Reports: For each manufactured bonding agent and cementitious patching mortar, for tests performed by manufacturer and witnessed by a qualified testing agency.
- D. Field quality-control reports.
- E. Maintenance Program: Submit before work begins.
- F. Sample Warranty: For special warranties included in this Section.

#### 1.7 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Each manufactured bonding-agent and cementitious patching-mortar manufacturer shall employ factory-trained technical representatives who are available for consultation and Project-site inspection and assistance at no additional cost.
- B. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer to apply packaged patching-mortar materials.
- C. Maintenance Program: Prepare a written plan for maintenance of cast-in-place concrete, including each phase or process, protection of surrounding materials during operations, and control of debris and runoff during the Work. Describe in detail materials, methods, equipment, and sequence of operations to be used for each phase of the Work.
- D. Mockups: Build mockups of the following conditions to demonstrate aesthetic effects and set quality standards for materials and execution.
  1. Patching Mortars: For color matching to existing concrete.
    - a. Build mockup of each type of patching mortar and repair condition.
  2. Epoxy crack repair: Install a minimum of 48 inches of crack repair.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Comply with manufacturer's written instructions for minimum and maximum temperature requirements and other conditions for storage.
- B. Store cementitious materials off the ground, under cover, and in a dry location.

- C. Store aggregates covered and in a dry location; maintain grading and other required characteristics and prevent contamination.

#### 1.9 FIELD CONDITIONS

- A. Environmental Limitations for Epoxies: Do not apply when air and substrate temperatures are outside limits permitted by manufacturer. During hot weather, cool epoxy components before mixing, store mixed products in shade, and cool unused mixed products to retard setting. Do not apply to wet substrates unless approved by manufacturer.
  - 1. Use only Class A or B epoxies when substrate temperatures are below or are expected to go below 60 deg F within 8 hours.
  - 2. Use only Class C epoxies when substrate temperatures are above 60 deg F.
- B. Cold-Weather Requirements for Cementitious Materials: Do not apply unless air temperature is between 40 and 90 deg F and will remain so for at least 48 hours after completion of Work.
- C. Hot-Weather Requirements for Cementitious Materials: Protect repair work when temperature and humidity conditions produce excessive evaporation of water from patching materials. Provide artificial shade and wind breaks, and use cooled materials as required. Do not apply to substrates with temperatures of 90 deg F and above.

#### 1.10 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace epoxy coating system that fails in materials or workmanship within specified warranty period.
  - 1. Failures include, but are not limited to, the following:
    - a. Adhesive or cohesive failures.
    - b. Abrasion or tearing failures.
    - c. Surface crazing or spalling.
    - d. Intrusion of water, oils, gasoline, grease, salt, deicer chemicals, or acids into deck substrate.
  - 2. Warranty Period: Five years from date of Substantial Completion.
- B. Manufacturer's Warranty: Manufacturer agrees to repair or replace concrete repair materials that fail in materials or workmanship within specified warranty period.
  - 1. Warranty Period: One year from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 MATERIALS, GENERAL

- A. Source Limitations: Obtain each color, grade, finish, type, and variety of product from single source with resources to provide products of consistent quality in appearance and physical properties.
- B. VOC Content: Provide materials that comply with State of Rhode Island VOC limits and with authorities having jurisdiction.
- C. Basis of Design Products: Subject to compliance with requirements, provide products indicated by **Sika Corporation**, comparable products by one of the following, or equal:
  - 1. BASF Construction Chemicals; Master Builders.
  - 2. Conproco.

## 2.2 BONDING AGENTS

- A. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Manufactured product that consists of water-insensitive epoxy adhesive, portland cement, and water-based solution of corrosion-inhibiting chemicals that forms a protective film on steel reinforcement.
  - 1. Basis of Design Product: Subject to compliance with requirements, provide the following:
    - a. **Sika Corporation, Construction Product Division; Armatec 110 EpoCem.**
  - 2. Product components:
    - a. Component "A": An epoxy resin/water emulsion containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
    - b. Component "B": Primarily a water solution of a polyaminic.
    - c. Component "C": A blend of selected portland cements and sands.
    - d. The material shall not contain asbestos.
  - 3. Properties of the cured epoxy resin/Portland cement adhesive, with tests performed with material and curing conditions at 73°F and 45-55% relative humidity.
  - 4. Compressive Strength; ASTM C-109.
    - a. 3 day: 4500 psi
    - b. 7 day: 6500 psi
    - c. 28 day: 8500 psi
  - 5. Splitting Tensile Strength; ASTM C-496.
    - a. 28 days: 600 psi

6. Flexural Strength; ASTM C-348.
  - a. 1250 psi
7. Bond Strength ASTM C-882 at 14 days
  - a. West on Wet, 0-hr. open time: 2800 psi
  - b. 24-hr. open time: 2600 psi
8. Bond of Steel Reinforcement to Concrete (Pullout Test).
  - a. Sika Armatec 110 coated: 625-psi
  - b. Plain reinforcement : 573 psi
9. The epoxy resin/portland cement adhesive shall not produce a vapor barrier.
10. Material must be proven to prevent corrosion of reinforcing steel when tested under the procedures as set forth by the Federal Highway Administration Program Report No. FHWA/RD86/193. Proof shall be in the form of an independent testing laboratory corrosion report showing prevention of corrosion of the reinforcing steel.

### 2.3 PATCHING MORTAR

- A. Patching Mortar, General: Consult manufacturer prior to obtaining materials and receive confirmation from manufacturer on the suitability of product for the intended application.
  1. Only use patching mortars that are recommended by manufacturer for each applicable horizontal, vertical, or overhead use orientation.
  2. Color and Aggregate Texture: Provide patching mortar and aggregates of colors and sizes necessary to produce patching mortar that matches existing, adjacent, exposed concrete. Blend several aggregates if necessary to achieve suitable matches.
  3. Coarse Aggregate for Patching Mortar: ASTM C 33, washed aggregate, Size No. 8, Class 5S. Add to patching-mortar mix only as permitted by patching-mortar manufacturer.
- B. Rapid-Strengthening, Cementitious Patching Mortar: Single component, packaged, dry mix, ASTM C 928 for repair of concrete.
  1. Basis of Design Product: Subject to compliance with requirements, provide the following:
    - a. **Sika Corporation, Construction Product Division; SikaQuick 1000.**
  2. Typical Properties:
    - a. Drying shrinkage @ 28 days; ASTM C 596: 0.06%.
    - b. Bond Strength (ASTM C-882 Modified) @ 28 days: >3100 psi.
    - c. Compressive Strength; ASTM C-109 Modified.
      - 1) 1 day: 4500 psi min.

- 2) 7 day: 7800 psi min.
  - 3) 28 day: 9000 psi min.
- d. Flexural Strength (ASTM C-78) @ 28 days: >1100 psi.
  - e. Splitting Tensile Strength (ASTM C-496) @ 28 days: >1100 psi.
  - f. Chloride Permeability (ASTM C 1202): <450 coulombs
  - g. Freeze/thaw resistance at 28 days (ASTM C-666): 98%
  - h. Modulus of elasticity at 28 days (ASTM C-496):  $4.6 \times 10^6$  psi.
  - i. Scaling Resistance (ASTM C-672): 50 Cycles 0.080

## 2.4 EPOXY CRACK REPAIR MATERIALS

### A. Epoxy resin adhesive for gravity-fed crack repair:

1. Basis of Design Product: Subject to compliance with requirements, provide the following:
  - a. **Sika Corporation, Construction Product Division; Sikadur 35 Hi-Mod LV.**
2. Component "A": A modified epoxy resin of the diglycidether bisphenol A type or containing suitable viscosity control agents. It shall not contain butyl glycidyl ether.
3. Component "B": Primarily a reaction product of a selected amine blend with an epoxy resin of the diglycidether bisphenol A Type containing suitable viscosity control agents, pigments, and accelerators.
4. The ratio of component A: component B shall be 2:1 by volume.
5. The material shall not contain asbestos.
6. Properties of the mixed epoxy resin adhesive:
  - a. Pot Life: 20 - 30 minutes (60 gram mass) @ 73°F
  - b. Tack-Free Time: 2.5 to 4 hours
  - c. Viscosity: Approximately 300-450 cps.
  - d. Color: Clear, Amber.
7. Properties of the cured epoxy resin adhesive used for pressure injection of grout; with tests performed with material & curing conditions at 73°F & 45-55% relative humidity.
  - a. Compressive Strength (ASTM D-695) min.
    - 1) 28 day: 13000 psi
  - b. Compressive Modulus, Psi: min.
    - 1) 7 day:  $21.6 \times 10^5$  psi
  - c. Shear Strength (ASTM D-732)
    - 1) 14 day: 5100 psi
  - d. Flexural Strength (ASTM D-790) min.
    - 1) 14 day: 14000 psi

- e. Tangent Modulus of Elasticity in Bending min.
  - 1) 14 day:  $3.7 \times 10^5$  psi
- f. Bond Strength (ASTM C-882)
  - 1) 14 days (moist cure) min.
  - 2) Hardened Concrete to Hardened Concrete: 2900 psi
- g. Water Absorption (ASTM D-570) max.
  - 1) 7 days: 0.27%
- h. Tensile properties (ASTM D-638) min.
  - 1) 7 day Tensile Strength: 8900 psi
  - 2) Elongation at Break: 5.4%
  - 3) 14 day Modulus of Elasticity:  $4.1 \times 10^5$  psi

## 2.5 MIXES

- A. General: Mix products, in clean containers, according to manufacturer's written instructions.
  - 1. Add clean silica sand and coarse aggregates to products only as recommended by manufacturer.
  - 2. Do not add water, thinners, or additives unless recommended by manufacturer.
  - 3. When practical, use manufacturer's premeasured packages to ensure that materials are mixed in proper proportions. When premeasured packages are not used, measure ingredients using graduated measuring containers; do not estimate quantities or use shovel or trowel as unit of measure.
  - 4. Do not mix more materials than can be used within time limits recommended by manufacturer. Discard materials that have begun to set.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Ensure that supervisory personnel are on-site and on duty when concrete maintenance work begins and during its progress.
- B. Preparation for Removal of Deteriorated Concrete: Examine construction to be repaired to determine best methods to safely and effectively perform concrete maintenance work. Examine adjacent work to determine what protective measures will be necessary. Make explorations, probes, and inquiries as necessary to determine condition of construction to be removed in the course of repair.
  - 1. Verify that affected utilities have been disconnected and capped.
  - 2. Inventory and record the condition of items to be removed for reinstallation or salvage.
  - 3. Provide and maintain shoring, bracing, and temporary structural supports as required to preserve stability and prevent unexpected or uncontrolled movement, settlement, or collapse of construction being demolished and construction and finishes to remain.

- C. Protect persons, motor vehicles, surrounding surfaces of building being restored, building site, plants, and surrounding buildings from harm resulting from concrete maintenance work.
1. Comply with each product manufacturer's written instructions for protections and precautions. Protect against adverse effects of products and procedures on people and adjacent materials, components, and vegetation.
  2. Use only proven protection methods appropriate to each area and surface being protected.
  3. Provide barricades, barriers, and temporary directional signage to exclude public from areas where concrete maintenance work is being performed.
  4. Erect temporary protective covers over walkways and at points of pedestrian and vehicular entrance and exit that must remain in service during course of concrete maintenance work.
  5. Contain dust and debris generated by concrete maintenance work and prevent it from reaching the public or adjacent surfaces.
  6. Use water-mist sprinkling and other wet methods to control dust only with adequate, approved procedures and equipment that ensure that such water will not create a hazard or adversely affect other building areas or materials.
  7. Protect adjacent surfaces and equipment by covering them with heavy polyethylene film and waterproof masking tape. If practical, remove items, store, and reinstall after potentially damaging operations are complete.
  8. Neutralize and collect alkaline and acid wastes for disposal off Owner's property.
- D. Concrete Removal:
1. Provide shoring, bracing, and supports as necessary. Strengthen or add new supports when required during progress of removal work. Do not overload structural elements with debris.
  2. Saw-cut perimeter of areas indicated for removal to a depth of at least 1/2 inch. Make cuts perpendicular to concrete surfaces and no deeper than cover on reinforcement.
  3. Remove deteriorated concrete by breaking up and dislodging from reinforcement.
  4. Remove additional concrete if necessary to provide a depth of removal of at least 1/2 inch over entire removal area.
  5. Where half or more of the perimeter of reinforcing bar is exposed, bond between reinforcing bar and surrounding concrete is broken, or reinforcing bar is corroded, remove concrete from entire perimeter of bar and to provide at least a 1/2 inch clearance around bar for mortar only and 3 times the largest aggregate size for extended mixes.
  6. Test areas where concrete has been removed by tapping with hammer, and remove additional concrete until unsound and disbonded concrete is completely removed.
  7. Provide surfaces with a fractured profile of at least 1/8 inch that are approximately perpendicular or parallel to original concrete surfaces. At columns and walls, make top and bottom surfaces level unless otherwise directed.
  8. Thoroughly clean removal areas of loose concrete, dust, and debris.
- E. Preparation for Rapid Hardening, Early Strength Repair Mortar: The surface must be mechanically prepared. Areas to be repaired must be clean, sound and free of contaminants. All loose and deteriorated concrete shall be removed by mechanical means approved by the engineer. Saw cut perimeter 1/2" maximum. Chip concrete substrate to obtain a surface profile of + or - 1/8" in depth with a new fractured aggregate surface (CSP-6 or greater as per ICRI Guidelines). Be sure the area to be repaired is not less than 1/4" in depth. Where reinforcing steel with active corrosion is encountered, remove all contaminants and rust. Splice where more

than 15 to 25% section loss has occurred as directed by the engineer. If half of the diameter of the rebar is exposed, chip out behind the reinforcing steel a minimum of 1 inch.

1. Cracks in the substrate in the area of the repair work must be treated as indicated.
2. Extend all existing control and expansion joints through any repair work.

F. Surface Preparation for Corrosion-Inhibiting Treatment: Clean concrete to remove dirt, oils, films, and other materials detrimental to treatment application.

1. Use sand blasting.
2. Allow surface to dry before applying corrosion-inhibiting treatment.

### 3.2 APPLICATION

A. General: Comply with manufacturer's written instructions and recommendations for application of products, including surface preparation.

B. Epoxy-Modified, Cementitious Bonding and Anticorrosion Agent: Apply to reinforcing bars and concrete by stiff brush or hopper spray according to manufacturer's written instructions. Apply to reinforcing bars in two coats, allowing first coat to dry two to three hours before applying second coat. Allow to dry before placing patching mortar or concrete.

C. Placing Patching Mortar: Place as follows unless otherwise recommended in writing by manufacturer:

1. Provide forms where necessary to confine patch to required shape.
2. Wet substrate and forms thoroughly and then remove standing water.
3. Pretreatment: Apply specified bonding agent.
4. General Placement: Place patching mortar by troweling toward edges of patch to force intimate contact with edge surfaces. For large patches, fill edges first and then work toward center, always troweling toward edges of patch. At fully exposed reinforcing bars, force patching mortar to fill space behind bars by compacting with trowel from sides of bars.
5. Vertical Patching: Place material in lifts of not more than 1 inch nor less than 1/8 inch. Do not feather edge.
6. Consolidation: After each lift is placed, consolidate material and screed surface.
7. Multiple Lifts: Where multiple lifts are used, score surface of lifts to provide a rough surface for placing subsequent lifts. Allow each lift to reach final set before placing subsequent lifts.
8. Finishing: Allow surfaces of lifts that are to remain exposed to become firm and then finish to a surface matching adjacent concrete. Contractor shall familiarize himself with the color, pattern, and texture of existing exposed concrete surfaces and be responsible for ensuring new work matches existing adjacent surfaces.
9. Curing: Wet-cure cementitious patching materials, including polymer-modified cementitious patching materials, for not less than seven days by water-fog spray or water-saturated absorptive cover.

## D. Placing Rapid Hardening, Early Strength Repair Mortar:

1. Mix rapid hardening early strength gaining repair mortar by pouring 4.5 pints of water into a clean bucket or mortar mixer and slowly adding the powder component while mixing. Add up to another ½ pint of water to achieve desired consistency. Use a low speed drill with appropriate mixing paddle to mix product in a clean bucket. Mix thoroughly until a uniform consistency is achieved without exceeding 3 minutes. When repair area is greater than 1 inch in depth, add 3/8" (No. 8 distribution per ASTM C-33, Table II) clean, saturated-surface-dry, low absorption, high density and non-reactive aggregate (reference ASTM C-1260, C-227, C-289) prior to the powder component. Addition rate must not exceed 25 pounds per bag. Aggregate must be approved for use by the Architect.
2. At time of application the substrate should be saturated surface dry with no standing water. The repair mortar must be scrubbed into substrate filling all pores and voids. While the scrub coat is still plastic, force material against edge of repair working toward the center. After filling repair, consolidate, then screed. Allow repair mortar to set to appropriate stiffness, then finish as desired.
3. As per ACI recommendations for Portland cement concrete, curing is required. Moist cure with wet burlap and polyethylene, a fine mist of water, or a water-based, compatible curing compound (pre-testing of the curing compound is recommended). Moist curing should commence immediately after finishing. If necessary protect newly applied material from direct sunlight, wind, rain and frost.
4. Adhere to all procedures, limitations and cautions for the product in the manufacturer's current printed literature.

## E. Epoxy Crack Repair:

1. Placement Procedure: Place the mixed epoxy resin adhesive into the vee-notch. Replenish the reservoir with the mixed epoxy resin adhesive until the cracks have been completely filled.
2. If penetration of any crack is impossible, consult the Architect before discontinuing the procedure. If modification of the proposed procedure is required to fill the cracks, submit said modification in writing to the Architect for acceptance prior to proceeding.
3. Adhere to all limitations and cautions for the epoxy resin adhesive in the manufacturer's current printed literature.

## 3.3 REPAIR SCHEDULE

## A. Perform concrete repairs as follows:

1. Anti-corrosion coating for exposed steel reinforcing bars:
  - a. Sika Armatec 110 EpoCem.
2. Spall repair, 1/4 inch to 3/4 inch deep: Install bonding bridge and rapid-strengthening, Cementitious Patching Mortar.
  - a. Sika Armatec 110 EpoCem is bonding bridge with SikaQuick 1000.

3. Gravity-fed epoxy crack repair.
  - a. Sikadur 35 Hi-Mod LV.

### 3.4 CLEANING

- A. Leave finished work and work area in a neat, clean condition without evidence of spillovers onto adjacent areas.
- B. The uncured epoxy resin adhesive can be cleaned from tools with an approved solvent. The cured epoxy resin adhesive can only be removed mechanically.

### 3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Perform the following tests and inspections:
  1. Job-Mixed Patching Mortar: One randomly selected sets of samples for each type of mortar required, tested for compressive strength according to ASTM C 109/C 109M.
- C. Product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

END OF SECTION 03 0130



## SECTION 05 5150 – ALUMINUM LADDERS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes:
  - 1. Exterior aluminum ladders.
  - 2. Complete structural engineering of all anchors and fasteners.

#### 1.3 COORDINATION

- A. Coordinate installation of anchorages for metal fabrications. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

#### 1.4 ACTION SUBMITTALS

- A. Shop Drawings: Show fabrication and installation details. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
  - 1. Include plans, elevations, sections, and details of metal fabrications and their connections. Show anchorage and accessory items.
  - 2. Provide templates for anchors and bolts specified for installation under other Sections.
  - 3. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer licensed in the State of Rhode Island responsible for their preparation.
  - 4. Provide Shop Drawings for the following:
    - a. Metal ladders.
- B. Delegated-Design Submittal: For ladders, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Qualification Data: For professional engineer.
- C. Research/Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

- A. Welding: Qualify procedures and personnel according to the following:
  - 1. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum."

1.7 PROJECT CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication and indicate measurements on Shop Drawings.
  - 1. Provide allowance for trimming and fitting at site.

1.8 WARRANTY

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

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, as defined in Division 01 Section "Quality Requirements," to design ladders and ships' ladders.
- B. Structural Performance of Ladders: Provide ladders capable of withstanding the effects of loads and stresses within limits and under conditions specified in ANSI A14.3.
- C. Thermal Movements: Provide exterior metal fabrications that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 ALUMINUM LADDERS

- A. General: Provide fixed metal ladders to comply with OSHA fall protection regulation 29 CFR 1910.27, and the following:

1. Comply with ANSI A14.3, unless otherwise indicated.

- B. Aluminum Ladders:

1. Basis of Design Product: Subject to compliance with requirements, provide **O'Keeffe's Inc.; Model 502 Tubular Rail Low Parapet Access Ladder** or comparable product by one of the following:

- a. ALACO Ladder Co.
- b. Precision Ladders, LLC.

2. Heavy Duty Tubular Side Rails: Assembled from two interlocking aluminum extrusions no less than 1/8 inch wall thickness by 3 inches wide. Construction shall be self-locking stainless steel fasteners, full penetration TIG welds and clean, smooth and burr-free surfaces.

- a. Space siderails 24 inches apart, clear inside.

3. Walk-Through Rail and Roof Rail Extension: Not less than 3 feet 6 inches above the landing and shall be fitted with deeply serrated, square, tubular grab rails.

4. Rungs: Not less than 1-1/4 inches in section, formed from tubular aluminum extrusions. Squared and deeply serrated on all sides.

- a. Rungs shall withstand a 1,500 pound load without deformation or failure.

5. Fit rungs in centerline of siderails; fasten by welding or with stainless-steel fasteners or brackets and aluminum rivets.

6. Support each ladder at top and bottom and not more than 60 inches o.c. with welded or bolted aluminum brackets.

7. Finish: Mill.

## 2.3 METALS

- A. Metal Surfaces, General: Provide materials with smooth, flat surfaces, unless otherwise indicated. For metal fabrications exposed to view in the completed Work, provide materials without seam marks, roller marks, rolled trade names, or blemishes.

- B. Aluminum Plate and Sheet: ASTM B209, Alloy 6061-T6.

- C. Aluminum Extrusions: ASTM B221, Alloy 6063-T6.

## 2.4 FASTENERS

- A. General: Unless otherwise indicated, provide Type 304 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, at exterior walls. Provide stainless-steel fasteners for fastening aluminum. Select fasteners for type, grade, and class required.
- B. Steel Bolts and Nuts: Regular hexagon-head bolts, ASTM A 307, Grade A; with hex nuts, ASTM A 563; and, where indicated, flat washers.
- C. Stainless-Steel Bolts and Nuts: Regular hexagon-head annealed stainless-steel bolts, nuts and, where indicated, flat washers; ASTM F 593 for bolts and ASTM F 594 for nuts, Alloy Group 1.
- D. Anchor Bolts: ASTM F 1554, Grade 36.
  - 1. Provide hot-dip or mechanically deposited, zinc-coated anchor bolts where item being fastened is indicated to be galvanized.
- E. Eyebolts: ASTM A 489.
- F. Machine Screws: ASME B18.6.3.
- G. Lag Bolts: ASME B18.2.1.
- H. Wood Screws: Flat head, ASME B18.6.1.
- I. Plain Washers: Round, ASME B18.22.1.
- J. Lock Washers: Helical, spring type, ASME B18.21.1.
- K. Expansion Anchors: Anchor bolt and sleeve assembly with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.
  - 1. Material for Anchors in Exterior Locations: Alloy Group 1 stainless-steel bolts complying with ASTM F 593 and nuts complying with ASTM F 594.

## 2.5 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- B. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

## 2.6 FABRICATION, GENERAL

- A. Shop Assembly: Preassemble items in the shop to greatest extent possible. Disassemble units only as necessary for shipping and handling limitations. Use connections that maintain structural value of joined pieces. Clearly mark units for reassembly and coordinated installation.
- B. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch, unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- C. Form bent-metal corners to smallest radius possible without causing grain separation or otherwise impairing work.
- D. Form exposed work true to line and level with accurate angles and surfaces and straight edges.
- E. Weld corners and seams continuously to comply with the following:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- F. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Where exposed fasteners are required, use Phillips flat-head (countersunk) screws or bolts, unless otherwise indicated. Locate joints where least conspicuous.
- G. Fabricate seams and other connections that will be exposed to weather in a manner to exclude water. Provide weep holes where water may accumulate.
- H. Cut, reinforce, drill, and tap metal fabrications as indicated to receive finish hardware, screws, and similar items.
- I. Provide for anchorage of type indicated; coordinate with supporting structure. Space anchoring devices to secure metal fabrications rigidly in place and to support indicated loads.
  - 1. Where units are indicated to be cast into concrete or built into masonry, equip with integrally welded steel strap anchors, 1/8 by 1-1/2 inches, with a minimum 6-inch embedment and 2-inch hook, not less than 8 inches from ends and corners of units and 24 inches o.c., unless otherwise indicated.

## 2.7 ALUMINUM FINISHES

- A. As-Fabricated Finish: AA-M12.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION, GENERAL

- A. Cutting, Fitting, and Placement: Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, alignment, and elevation; with edges and surfaces level, plumb, true, and free of rack; and measured from established lines and levels.
- B. Fit exposed connections accurately together to form hairline joints. Weld connections that are not to be left as exposed joints but cannot be shop welded because of shipping size limitations. Do not weld, cut, or abrade surfaces of exterior units that have been hot-dip galvanized after fabrication and are for bolted or screwed field connections.
- C. Field Welding: Comply with the following requirements:
  - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
  - 2. Obtain fusion without undercut or overlap.
  - 3. Remove welding flux immediately.
  - 4. At exposed connections, finish exposed welds and surfaces smooth and blended so no roughness shows after finishing and contour of welded surface matches that of adjacent surface.
- D. Fastening to In-Place Construction: Provide anchorage devices and fasteners where metal fabrications are required to be fastened to in-place construction. Provide threaded fasteners for use with concrete and masonry inserts, toggle bolts, through bolts, lag bolts, wood screws, and other connectors.
- E. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
- F. Install ladder cable fall arrest system to comply with OSHA and in accordance with manufacturer's written installation instructions.

#### 3.2 INSTALLING MISCELLANEOUS FRAMING AND SUPPORTS

- A. General: Install framing and supports to comply with requirements of items being supported, including manufacturers' written instructions and requirements indicated on Shop Drawings.

END OF SECTION 05 5150

## SECTION 06 1053 – MISCELLANEOUS ROUGH CARPENTRY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Wood blocking, nailers and plywood associated with membrane roofing.
  - 2. Rooftop equipment wood bases and supporting curbs.
- B. Related Sections include the following:
  - 1. Division 07 Section “Standing-Seam Metal Roof Panels” for installation of wood blocking.
  - 2. Division 07 Section “Modified Bituminous Membrane Roofing” for installation of wood blocking and nailers associated with membrane roofing.

#### 1.3 ALLOWANCES

- A. Allowance for wood blocking replacement is specified in Section 01 2100 “Price and Payment Procedures – Attachment A.”

#### 1.4 DEFINITIONS

- A. Dimension Lumber: Lumber of 2 inches nominal or greater but less than 5 inches nominal in least dimension.
- B. Lumber grading agencies, and the abbreviations used to reference them, include the following:
  - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
  - 2. NLGA: National Lumber Grades Authority.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.
4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

#### 1.6 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:

1. Preservative-treated wood.
2. Fire-retardant-treated wood.
3. Power-driven fasteners.
4. Powder-actuated fasteners.
5. Expansion anchors.

#### 1.7 QUALITY ASSURANCE

- A. Testing Agency Qualifications: For testing agency providing classification marking for fire-retardant-treated material, an inspection agency acceptable to authorities having jurisdiction that periodically performs inspections to verify that the material bearing the classification marking is representative of the material tested.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

### PART 2 - PRODUCTS

#### 2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
1. Factory mark each piece of lumber with grade stamp of grading agency.

2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
  3. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Maximum Moisture Content of Lumber: 19 percent.
- C. Plywood: DOC PS 1.
1. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
  2. Factory mark panels to indicate compliance with applicable standard.

## 2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC2 for interior construction not in contact with ground, Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic, chromium or chromated copper arsenate (CCA).
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
- D. Application: Treat miscellaneous carpentry indicated, including but not limited to the following:
1. Wood sills, sleepers, blocking, furring, and similar concealed members in contact with masonry or concrete.
- E. Manufacturers: Subject to compliance with requirements, provide products by one the following:
1. Georgia Pacific.
  2. Hoover Treated Wood Products, Inc.
  3. Koppers Performance Chemicals.

## 2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, use materials complying with requirements in this article, that are acceptable to authorities having jurisdiction, and with fire-test-response characteristics specified as determined by testing identical products per test method indicated by a qualified testing agency.

- B. Fire-Retardant-Treated Lumber and Plywood by Pressure Process: Products with a flame spread index of 25 or less when tested according to ASTM E 84, and with no evidence of significant progressive combustion when the test is extended an additional 20 minutes, and with the flame front not extending more than 10.5 feet beyond the centerline of the burners at any time during the test.
1. Use treatment that does not promote corrosion of metal fasteners.
  2. Exterior Type: Treated materials shall comply with requirements specified above for fire-retardant-treated lumber and plywood by pressure process after being subjected to accelerated weathering according to ASTM D 2898. Use for exterior locations and where indicated.
  3. Design Value Adjustment Factors: Treated lumber shall be tested according to ASTM D 5664, and design value adjustment factors shall be calculated according to ASTM D 6841.
- C. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Kiln-dry plywood after treatment to a maximum moisture content of 15 percent.
- D. Identify fire-retardant-treated wood with appropriate classification marking of testing and inspecting agency acceptable to authorities having jurisdiction.
- E. Application: Treat the following as indicated on Drawings:
1. Wood blocking.
- F. Products: Subject to compliance with requirements, provide products by one of the following:
1. Dricon.
  2. Hoover Treated Wood Products, Inc.
  3. Koppers Performance Chemicals.

## 2.4 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
1. Blocking.
  2. Nailers.
  3. Furring.
- B. For items of dimension lumber size, provide Construction or No. 2 lumber with 15 percent maximum moisture content and the following species:
1. Hem-fir (north); NLGA.
- C. For blocking not used for attachment of other construction Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

## 2.5 WALL SHEATHING

- A. Plywood Wall Sheathing: Exposure I, Exterior grade sheathing.
  - 1. Span Rating: Not less than 16/0.
  - 2. Nominal Thickness: Not less than 3/4 inch.

## 2.6 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
  - 1. Where carpentry is exposed to weather, in ground contact, fire retardant treated, or in area of high relative humidity, provide fasteners of with hot-dip zinc coating complying with ASTM A 153/A 153M.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
  - 1. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, and similar supports to comply with requirements for attaching other construction.
- B. Where lumber is installed adjacent to metal decking, install continuous flexible flashing separator between wood and metal decking.
- C. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- D. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- E. Securely attach carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
  - 1. NES NER-272 for power-driven fasteners.
  - 1. Table 2305.2, "Fastening Schedule," in the Rhode Island State Building Code.
- F. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

### 3.2 WOOD BLOCKING AND NAILER INSTALLATION

- A. Install where indicated and where required for attaching other work. Form to shapes indicated and cut as required for true line and level of attached work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

### 3.3 FIRE-RETARDANT-TREATED (FRT) MATERIALS INSTALLATION

- A. Cutting to length, drilling holes, joining cuts and light sanding are permissible. It is not necessary to field treat cut ends to maintain flame spread rating.
  - 1. Ripping, milling, and surfacing of FRT lumber is not permitted.
  - 2. FRT plywood can be cut in either direction without loss of fire protection.

3.4 PROTECTION

- A. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06 1053



## SECTION 07 0150.19 – PREPARATION FOR RE-ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

1. Roof tear-off.
2. Removal of damaged or deteriorated curbs and blocking.
3. Roof re-cover preparation.
4. Removal of base flashings.
5. Temporary roof protection.
6. All hoisting and scaffolding for completion of re-roofing work.
7. Waste disposal.

- B. Related Sections:

1. Division 01 Section "Summary" for use of the premises and phasing requirements.
2. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for reroofing preparation.
3. Division 01 Section "Waste Management."
4. Division 02 Section "Selective Demolition" for selective demolition, removal and reinstallation procedures for items indicated to be removed and reinstalled.
5. Division 03 Section "Concrete Repair" for repair of existing concrete roof decks.
6. Division 07 Section "Modified Bituminous Membrane Roofing" for new roofing installation over prepared decks.
7. Division 07 Section "Standing-Seam Metal Roof Panels" for standing seam metal roofing installed over prepared decks.

#### 1.3 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

#### 1.4 DEFINITIONS

- A. Roofing Terminology: Refer to ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

- B. Existing Membrane Roofing System: Membrane, roof insulation, and components and accessories between roofing and existing deck to remain.
- C. Roof Tear-Off: Removal of existing membrane roofing system and standing seam metal roofing.
- D. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and reinstalled.
- E. Existing to Remain: Existing items of construction that are not indicated to be removed.

#### 1.5 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Photographs: Show existing conditions of adjoining construction and site improvements, including exterior and interior finish surfaces, that might be misconstrued as having been damaged by reroofing operations. Submit before Work begins.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes, such as asbestos-containing material, by a landfill facility licensed to accept hazardous wastes.
- D. Qualification Data: For Installer, including certificate that Installer is licensed to perform asbestos abatement.

#### 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: Installer of new membrane roofing system, licensed to perform asbestos abatement in the State of Rhode Island.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning membrane roofing removal. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Reroofing Conference: Conduct conference at Project site.
  - 1. Meet with Owner; Architect; Owner's insurer if applicable; testing and inspecting agency representative; roofing system manufacturer's representative; deck Installer; roofing Installer including project manager, superintendent, and foreman; and installers whose work interfaces with or affects reroofing including installers of roof accessories and roof-mounted equipment.
  - 2. Review methods and procedures related to roofing system tear-off and replacement including, but not limited to, the following:
    - a. Reroofing preparation, including membrane roofing system manufacturer's written instructions.
    - b. Existing roof drains and roof drainage during each stage of reroofing, and roof drain plugging and plug removal requirements.

- c. Construction schedule and availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- d. Existing deck removal procedures and Owner notifications.
- e. Condition and acceptance of existing roof deck and base flashing substrate for reuse.
- f. Structural loading limitations of deck during reroofing.
- g. Base flashings, special roofing details, drainage, penetrations, equipment curbs, and condition of other construction that will affect reroofing.
- h. HVAC shutdown and sealing of air intakes.
- i. Shutdown of fire-suppression, -protection, and -alarm and -detection systems.
- j. Asbestos removal and discovery of asbestos-containing materials.
- k. Governing regulations and requirements for insurance and certificates if applicable.
- l. Existing conditions that may require notification of Architect before proceeding.

## 1.7 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately below reroofing area. Conduct reroofing so Owner's operations are not disrupted. Provide Owner with not less than 72 hours' notice of activities that may affect Owner's operations.
  1. Coordinate work activities daily with Owner so Owner can place protective dust and water-leakage covers over sensitive equipment and furnishings, shut down HVAC and fire-alarm or -detection equipment if needed, and evacuate occupants from below work area.
  2. Before working over structurally impaired areas of deck, notify Owner to evacuate occupants from below affected area. Verify that occupants below work area have been evacuated before proceeding with work over impaired deck area.
- B. Protect building to be reroofed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from reroofing operations.
- C. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- D. Conditions existing at time of inspection for bidding will be maintained by Owner as far as practical.
- E. Weather Limitations: Proceed with reroofing preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing roofing system or building.
- F. Hazardous Materials: Present in building to be reroofed. A report on the presence of hazardous materials is available for review. Examine report to become aware of locations where hazardous materials are present.
  1. Do not disturb hazardous materials or items suspected of containing hazardous materials except according to procedures specified in the Contract Documents.
  2. Coordinate with hazardous material remediation subcontractor to prevent water from entering existing roofing system or building.

## PART 2 - PRODUCTS

### 2.1 AUXILIARY REROOFING MATERIALS

- A. General: Use auxiliary reroofing preparation materials recommended by roofing system manufacturer for intended use and compatible with components of new roofing system.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prior to removal operations, examine all interior and exterior conditions. Identify and accommodate existing assemblies anchored to existing substrates and/or impacted by removal operations.
- B. During removal operations, have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
- C. Maintain roof drains in functioning condition to ensure roof drainage at end of each workday. Prevent debris from entering or blocking roof drains and conductors. Use roof-drain plugs specifically designed for this purpose. Remove roof-drain plugs at end of each workday, when no work is taking place, or when rain is forecast.
  - 1. If roof drains are temporarily blocked or unserviceable due to roofing system removal or partial installation of new membrane roofing system, provide alternative drainage method to remove water and eliminate ponding. Do not permit water to enter into or under existing membrane roofing system components that are to remain.
- D. Verify that rooftop utilities and service piping have been shut off before beginning the Work.

### 3.2 ROOF TEAR-OFF

- A. General: Notify Project Manager each day of extent of roof tear-off proposed for that day.
- B. Roof Tear-Off: Remove existing roofing membrane, membrane roofing and standing seam metal roofing system components down to deck.
  - 1. Ensure substrate is dry and free of loose debris prior to installation of new roofing materials.

### 3.3 DECK PREPARATION

- A. Inspect deck after tear-off of membrane roofing system.

- B. If broken or loose fasteners that secure deck panels to one another or to structure are observed or if deck appears or feels inadequately attached, immediately notify Architect. Do not proceed with installation until directed by Architect.
- C. If deck surface is not suitable for receiving new roofing or if structural integrity of deck is suspect, immediately notify Architect. Do not proceed with installation until directed by Architect.

### 3.4 EXISTING BASE FLASHINGS

- A. Remove existing base flashings around parapets, curbs, walls, and penetrations.
  - 1. Clean substrates of contaminants such as asphalt, sheet materials, dirt, and debris.
- B. Do not damage metal counterflashings that are to remain. Replace metal counterflashings damaged during removal with counterflashings specified in Division 07 Section "Sheet Metal Flashing and Trim."

### 3.5 DISPOSAL

- A. Collect demolished materials and place in containers. Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
  - 1. Storage or sale of demolished items or materials on-site is not permitted.
  - 2. Comply with Division 01 Section "Waste Management."
- B. Transport and legally dispose of demolished materials off Owner's property.

END OF SECTION 07 0150.19



## SECTION 07 4113.16 - STANDING-SEAM METAL ROOF PANELS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes:

1. Standing-seam metal roof panels, including the following:
  - a. Install new wood blocking at roof penetrations and roof perimeters, as required to properly terminate the new roofing and flashing systems.
  - b. Install specified temporary roof system to the deck substrate at the required spacing.
  - c. Install specified Standing Seam metal roof system at the required spacing using one (piece) clips attached to substrate.
  - d. Install specified flashing systems at vent pipes, unit curbs and roof perimeters.
  - e. Install specified snow retention system.
2. All hoisting and scaffolding necessary of the completion of the roofing installation.
3. Waste disposal.

- B. Related Sections:

1. Division 06 Section "Miscellaneous Rough Carpentry" for wood blocking.
2. Division 07 Section "Preparation for Re-Roofing."
3. Division 07 Section "Modified Bituminous Membrane Roofing."
4. Division 07 Section "Sheet Metal Flashing and Trim" for sheet metal flashing and trim.
5. Division 07 Section "Snow Guards."

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect, Project Manager, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
5. Review structural loading limitations of deck during and after roofing.
6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
8. Review temporary protection requirements for metal panel systems during and after installation.
9. Review procedures for repair of metal panels damaged after installation.
10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.
- B. Shop Drawings:
  1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
  2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches.
- C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.
  1. Include similar Samples of trim and accessories involving color selection.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
  1. Metal Panels: 12 inches long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.

- C. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, Method 2 for Components and Cladding. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article.
- D. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
1. Independent laboratory testing report for system design load and seam integrity.
  2. Professional engineer's documentation that roofing system incorporates sufficient allowance for stress and movement.
  3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
  4. Manufacturer's verifications that the panels are factory roll formed.
  5. ASTM E283 and E331: Test results must clearly demonstrate compliance with the performance requirements specified in Part 2.
  6. ASTM E1646 and E1680: Test results must clearly demonstrate compliance with the performance requirements specified in Part 2. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested. The differential test pressures must be identical to those specified in Part 2.
  7. UL 580: The proposed roof panel shall be listed as UL 580, Class 1-90.
  8. UL 790: The proposed roof panel shall be listed as a non-combustible roof covering material and be approved for use in a UL classification assembly.
  9. UL 263: The proposed roof panel shall be listed for use in a UL fire rated construction assembly.
  10. FM 4471: Test report must be submitted for windstorm rating no less than that specified in article 1.11. The proposed roof system must have approval over the specified substrate with clips spaced as specified in article 3.3.C for roof Zone 1.
  11. AAMA 501.1: Test report shall show passed ratings for panel type as specified.
  12. TAS 100: Test report shall show passed ratings for panel type as specified.
  13. TAS 125: Test report shall show rating no less than that as specified in article 1.11.
  14. TAS 114 appendix G: Test report shall show passed ratings for panel type as specified.
  15. ASTM E2140: Test report shall show passed ratings for panel type as specified.
- E. Field quality-control reports.
- F. Written certification from roofing system manufacturer, signed by a corporate officer, that the roof system manufacturer will provide daily job site inspections at no additional cost to the owner or contractor. These inspections must be conducted by a full time employee of the standing seam metal manufacturer who possesses a minimum of (15) years of technical and field experience with the standing seam metal manufacturer.
- G. Sample Warranties: For special warranties.

## 1.6 CLOSEOUT SUBMITTALS

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

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an Installer who has completed the Manufacturer's Approved Roofing Contractor course and is currently certified for the installation of this roof system.
1. If required, fabricator/installer shall submit work experience and evidence of adequate financial responsibility. The Owner's Representative reserves the right to inspect fabrication facilities in determining qualifications.
- B. Source Limitations: Obtain all components of roof system from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.
1. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.
  2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.
- C. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.
- D. Engage the Manufacturer's Field Representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.
- E. Manufacturer shall provide written certification, signed by a corporate officer, that the roof system manufacturer will provide daily job site inspections at no additional cost to the owner or contractor. These inspections must be conducted by a full time employee of the standing seam metal manufacturer who possesses a minimum of five (5) years of technical and field experience with the standing seam metal manufacturer.
1. When the project is in progress, the roofing system manufacturer will inspect the work not less than 5 days per week. In addition, the manufacturer will:
    - a. Keep the Architect or Owner informed as to the progress and quality of the work as observed.
    - b. Provide daily inspection reports to the Architect and/or Owner. Inspection reports must include digital photographic documentation and a summary of daily work progress. Progress reports must be made available to the Architect and/or Owner via a password secure on-line data base.
    - c. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.
    - d. Provide annual follow up inspection for the life of the warranty at no additional cost.
- F. Site Formed Panels: Site formed panels are prohibited. All metal panels must be factory pre-manufactured and engineered for this project.

- G. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
1. Build mockup of typical roof area and eave as directed by Architect; approximately 48 inches square by full thickness, including attachments, underlayment, and accessories.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.8 DELIVERY, STORAGE, AND HANDLING

### A. Manufacturer's Responsibilities:

1. All roof panels shall be shipped from the manufacturer with strippable film or similar packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.
2. Fully cover panels with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.

### B. Installer's Responsibilities:

1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
2. Unload roof panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.
3. Protect moisture-sensitive and water-based materials from the weather.
4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

## 1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

B. Determine that work of other trades will not hamper or conflict with necessary fabrication, storage and protection requirements for roofing system.

1. Ascertain that work of other trades which penetrates the roof or is to be made watertight per Manufacturer's recommendations and approved prior to installation of roofing.

### C. Protection:

1. Protect completed roofing from subsequent construction operations. Comply with Manufacturer's recommendations.
2. Do not overload roof with stored materials.

3. Support no roof-mounted equipment directly on the roofing system.

#### 1.10 COORDINATION

- A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.
- B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.11 WARRANTY

- A. Provide a single warranty by a single approved manufacturer for standing seam roof areas, modified membrane roof areas, and transitions between the two material types
- B. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:
    - a. Structural failures including rupturing, cracking, or puncturing.
    - b. Deterioration of metals and other materials beyond normal weathering.
  2. Warranty Period: Two years from date of Substantial Completion.
- C. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
  1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: 20 years from date of Substantial Completion.
- D. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
  1. Warranty Period: 30 years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 DESIGN AND PERFORMANCE REQUIREMENTS

## A. Thermal Expansion and Contraction:

1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling; producing excess stress on: structure, anchors or fasteners; or reducing performance ability.
3. The design temperature differential shall be not less than (200° F).
4. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.
5. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Project Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.

## B. Uniform Wind Load Capacity: Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchor clips shall be installed exactly as spacing given in article 3.3. (The below wind uplift calculations were computed using the information for the highest elevations; refer to attached wind uplift calculations for lower elevation design criteria and clip spacing).

1. Design Code: ASCE 7-10, Method 2 for Components and Cladding.
2. Safety Factor: 1.67 after any load reduction or material stress increase.
3. Category III Building with an Importance Factor of 1.00
4. Wind Speed: 138 mph.
5. Ultimate Pullout Value: 390 pounds per each of the two fasteners holding the panel anchor to the roof decking or framing system.
6. Exposure Category: C.
7. Design Roof Height: 71 feet.
8. Minimum Building Width: 30 feet.
9. Roof Pitch: 10:12.
10. Roof Area Design Uplift Pressure:
  - a. Zone 1 - Field of roof 68.8 psf.
  - b. Zone 2 - Eaves, ridges, and rakes 74.7 psf.
  - c. Zone 3 - Corners 109.8 psf.
11. Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

## C. Uniform Positive Load Capacity:

1. Capacity to resist positive loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.
2. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.

- D. Underwriters' Laboratories, Inc., (UL) fire resistance P ratings for roof assemblies: If applicable, panel system shall be approved for use in an appropriate Construction Assembly, as defined by UL 263.
- E. Underwriters' Laboratories, Inc., (UL), wind uplift resistance classification: Roof assembly shall be classified as Class 1-90, as defined by UL 580.
- F. Underwriters' Laboratories, Inc., (UL) Class A fire rating per UL 790.
- G. ASTM E1680: Static pressure air infiltration (roof panels):
  - 1. Pressure Leakage Rate:
    - a. 1.57 PSF 0.0012 cfm/sq.ft.
    - b. 6.24 PSF 0.0001 cfm/sq.ft.
    - c. 20.0 PSF 0.0011 cfm/sq.ft.
- H. ASTM E1646: Static pressure water infiltration (roof panels):
  - 1. Pressure Result:
    - a. 5 Gal. /Hr. per S.F. and Static No Leakage
    - b. Pressure of 20.0 Psf for 15 minutes
- I. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.
- J. Water penetration (dynamic pressure): No water penetration, other than condensation, when exposed to dynamic rain and 70 mph wind velocities for not less than five minutes duration, when tested in accord with principles of AAMA 501.1.
- K. Wind and wind driven rain resistance: No water penetration or panel movement when exposed to 110 mph wind velocities when tested in accordance with TAS 100.
- L. The installed roof system assembly shall show that it can resist the calculated roof pressure in accordance with the test results of TAS 125.

## 2.2 STANDING-SEAM METAL ROOF PANELS

- A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.
  - 1. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E1637.

- B. Vertical-Rib, Snap Cap, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Product: Subject to compliance with requirements, provide the following, or equal:

**a. Garland Company; R-MER Span.**

2. Aluminum Sheet: Coil-coated sheet, ASTM B209, alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.
- a. Thickness: 0.040 inch.
  - b. Surface: Smooth, flat finish.
  - c. Exterior Finish: Two-coat fluoropolymer.
  - d. Color: As selected by Architect from manufacturer's full range.
3. Panel Coverage: 18 inches.
4. Panel Height: 2-3/8 inches.

C. Standing Seam Panels:

1. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.
- a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.
  - b. Profile of panel shall have mesa's every two (2) inches on center continuous throughout panel which are a minimum of one and one-half (1-1/2) inches wide.
  - c. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected. System configuration only allows for exposed fasteners at panel overlap (if required) and trim details (as per manufacturer's guidelines).
  - d. Provide panels in continuous lengths from ridge to eave with no overlaps unless approved by manufacturer, in writing.
  - e. Panels lengths which exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
2. Seam must be two and three-eighths (2-3/8) inches minimum height for added upward pressures and aesthetic appeal. Seam shall have continuous anchor reveals to allow anchor clips to resist positive and negative loading and allow unlimited expansion and contraction of panels due to thermal changes. Integral (not mechanically sealed) seams are unacceptable.
3. Concealed Standard Anchor Clips: Clips must be sixteen (16) gauge stainless steel, alloy 316L, ONE (1) piece clip with projecting legs for additional panel alignment and provision for unlimited thermal movement in each direction along the longitudinal dimension.

- a. Two (2) piece clips are unacceptable.
  - b. Sealant applied in panel cap must be isolated from clip to insure that no sealant damage occurs from the movement of the panel during expansion and contraction.
  - c. Clip must maintain a clearance of a minimum of three-eighths (3/8) inches between panel and substrate for proper ventilation to help prevent condensation on underside of panel and eliminate the contact of panel fastener head to panel.
4. Seam Cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to forty-five (45) feet according to job conditions and field seamed by means of manufacturer's standard seaming machine.
- a. Cap shall be designed to receive two (2) beads of continuous hot applied gasketing sealant, which will be applied independent of anchor clip, to allow unlimited thermal movement of panel without damage to cap sealant.
  - b. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.
5. Standing Seam Panel Width: 18".
6. Stiffening ribs: Located in flat of panel to minimize oil canning and telegraphing of structural members.
7. Replaceability: Panels shall be of a symmetrical design with snap on, mechanically seamed cap configuration such that individual panels may be removable for replacement without removing adjacent panels.
8. Panel ends shall be panned at ridge, headwall, and hip conditions, or where applicable.
9. Panel length: Full length without joints, including bends.

D. Accessories:

1. Gable anchor clips for standing seam style:
  - a. Stainless Steel, type AZ-55, minimum thickness: 16 gauge.
2. Fasteners:
  - a. Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements. Provide #14-13 as the minimum fastener size.
  - b. Exposed fasteners: Series 410 stainless steel fasteners or one-eighth (1/8) inch diameter stainless steel waterproof rivets. All exposed fasteners shall be factory painted to match the color of the standing seam panels.
3. Closures: Factory precut closed cell foam meeting ASTM D1056 or ASTM D3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.
4. Provide all miscellaneous accessories for complete installation.
5. Panel joint (end lap) sealant: Non-curing modified isobutylene tri-polymer tape of thickness to fully adhere to both surfaces being joined with indicated service life of 20 years.

6. Sealants:
- a. Concealed Application: Non-curing butyl sealant or equal.
  - b. Exposed Application: Garland SS sealant or equal.
  - c. Colors: As selected by architect from sealant manufacturer's standard selection.

E. Snow Guards: Comply with Division 07 Section "Snow Guards."

### 2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F; ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F; ASTM D 1970.
3. Basis of Design Product: Subject to compliance with requirements, provide **Garland; R-Mer Seal** or one of the following:
  - a. Carlisle Coatings & Waterproofing Inc., Div. of Carlisle Companies Inc.; CCW WIP 300HT.
  - b. GCP Applied Technologies.; Grace Ice & Water Shield HT.
  - c. Henry Company; Blueskin PE200 HT.
  - d. Owens Corning; WeatherLock Metal High Temperature Underlayment.

B. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

### 2.4 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90coating designation or ASTM A 792/A 792M, Class AZ50coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch-thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

- C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.
- D. Panel Fasteners: Self-tapping screws designed to withstand design loads.
- E. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.
  - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inchwide and 1/8 inchthick.
  - 2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
  - 3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

## 2.5 FABRICATION

- A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- C. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.
- D. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.
  - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
  - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
  - 3. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
  - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
  - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

- a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

## 2.6 FINISHES

- A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.
- C. Aluminum Panels and Accessories:
  1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent polyvinylidene fluoride (PVDF) resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.
  1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
  2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.
    - a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.
- B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Design system so that the panel installation may be started and/or terminated at any given point in the area.
  - 1. It is understood that the ongoing operations of the Owner are of a critical nature as to leak sensitivity. Do not work on more roof area than can be restored completely watertight in one day.
- B. Remove existing loose material, dirt and debris from the roof area. All accumulations of asphalt or other repair materials shall be removed to provide a smooth, flat substrate without imperfections that will be evident in the finished work.
  - 1. Existing metal details and other metal accessories specified for re-use that interfere with the installation of the new roof system shall be carefully removed and set aside for re-use.
  - 2. Any metal described above that will come in contact with the new roof shall be checked for type and replaced or protected if galvanic action may be a problem.
- C. Strip existing contaminating material from all metal components that are indicated to be re-utilized. Protect these metal components. Replace damaged components with new of similar type and dimension.
- D. Replace wood blocks and/or sleepers indicated to be replaced with new redwood, or other form of blocking acceptable to the Manufacturer.
  - 1. Do not use pressure-treated wood or materials corrosive to steel. Provide Material Safety Data Sheets to the roofing manufacturer for verification prior to installation.
- E. Remove pipes, conduits or equipment indicated to be abandoned and removed.
- F. All curbs, soil stacks, and other interior flashing surfaces shall be extended to a minimum of eight (8) inches above the new horizontal roof surface or shall be pressure sealed at the top edge.

### 3.3 UNDERLAYMENT INSTALLATION

- A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated on Drawings, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 8 inches staggered 24 inches between courses. Overlap side edges not less than 4 inches. Roll laps with roller. Cover underlayment within 14 days.
- B. Flashings: Install flashings to cover underlayment to comply with requirements specified in Division 07 Section "Sheet Metal Flashing and Trim."

### 3.4 INSTALLATION, GENERAL

- A. Install roof system when the atmospheric dry bulb temperature is minimum forty (40) degrees Fahrenheit and rising.

- B. Install all components of the roof system in exact accordance with the manufacturer's standard published procedures as applicable to these project conditions and substrates.
- C. Install all required vapor retarder, air seals and preliminary tapered insulating substrates required per enclosed specifications.
- D. Lay out and anchor all roof framing sections or purlins according to the approved roof plan.

### 3.5 ROOFING AND FLASHING INSTALLATION

- A. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data within specified erection tolerances.
- B. Prepare roof for the installation of standing seam panels, including:
  - 1. Install all decking, framing, and/or furring members as indicated in this specification and bid documents.
  - 2. Install all insulation, vapor retarder, and/or air infiltration barriers as indicated in this specification and bid documents.
  - 3. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents.
- C. Clip Spacing:
  - 1. Clip spacing must be 2' 0" for Zone 1 (field)
  - 2. Clip spacing must be 1' 7" Zone 2 (eave, ridge, hip, and rake).
  - 3. Clip spacing must be 1' 7" for Zone 3 (corners)
  - 4. Clip spacing for Zones 2 & 3 must extend 3'8" onto the roof area.
- D. Installation of Roof Panels: Roof panels can be installed by starting from either end and working towards the opposite end. Due to the symmetrical design of the specified panel system, it is also acceptable to start from the middle of the roof and work toward each end.
  - 1. A stainless steel pop rivet shall be secured through the anchor reveal of the panel leg and extend into the arms of the panel clip located at the ridge of the system. Provide at each arm of the clip along the ridge. The panel is then anchored at both sides of the clip.
    - a. Capture all drilling debris during this operation with a rag or cloth placed on the panels at the drilling operation.
    - b. Panels are not securely attached to the roof until fixed to the anchor clip. To avoid damage and injury, all panels shall be fixed to the anchor clip immediately as they are installed.
  - 2. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.
  - 3. A hand crimping tool is used to crimp the cap around the top of two adjacent panels
  - 4. Caps shall then be permanently seamed with manufacturer's mechanical seamer.

5. At the end of each day's work, seam caps shall be mechanically seamed or hand crimped (crimp 4 inches every 8 feet) to reduce the possibility of wind damage prior to completion of the project.
  6. Un-installed panels which are temporarily stored on the ground or roof shall be secured in place at the end of each day's work to prevent possible damage or injury.
- E. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.
- F. Limit exposed fasteners to extent indicated on shop drawings.
- G. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as determined by manufacturer's design analysis to resist specified uplift and thermal movement forces.
- H. Seal laps and joints in accordance with roofing system manufacturer's product data.
- I. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer's product data and design calculations.
- J. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.
- K. Maximum variation from true planes or lines shall be one-fourth (1/4) inch in twenty (20) feet and three-eighths (3/8) inch in forty (40) feet or more.
- L. Form joints in linear sheet metal to allow for one-fourth (1/4) inch minimum expansion at twenty (20) feet on center maximum and eight (8) feet from corners.
- M. At joints in linear sheet metal items, set sheet metal items in two (2) one-fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.
- N. Remove damaged work and replace with new, undamaged components.
- O. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.
- P. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

### 3.6 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

### 3.7 FIELD QUALITY CONTROL

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.
- B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time of above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Notify the Architect and Owner upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.
- F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty-four (24) hours, the Owner will exercise rights to correct the Work under the terms of the Conditions of the Contract.

### 3.8 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.
- B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

### 3.9 DEMONSTRATION AND TRAINING

- A. At a time and date agreed to by the Owner, instruct the Owner's facility manager, or other representative designated by the Owner, on the following procedures:
  - 1. Roof troubleshooting procedures.
  - 2. Notification procedures for reporting leaks or other apparent roofing problems.
  - 3. Roofing maintenance.
  - 4. The Owner's obligations for maintaining the roofing warranty in effect and force.
  - 5. The Manufacturer's obligations for maintaining the roofing warranty in effect and force.

Tecton Project #URI-66-IN and URI-67-IN

Standard Contract Documents-URI Bid  
HRL Bressler and Butterfield Roof Replacement  
URI # KC.R.BRES.2022.001 and KC.R.BUTT.2022.001

END OF SECTION 07 4113.16

January 3, 2023

**STANDING-SEAM METAL ROOF PANELS**  
**07 4113.16 - 18**

## SECTION 07 5216 – MODIFIED BITUMINOUS MEMBRANE ROOFING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes the following:

1. Cold applied two-ply asphalt membrane roofing.
2. Roof insulation, tapered insulation, and crickets.
3. Cover board.
4. Membrane base flashing.
5. Vapor retarder / base sheets.
6. Flashing for roof drains, vent piping, and all roof penetrations.
7. Furnish and install all wood nailers, blocking, curbs, parapet walls, and plywood sheathing.
8. Curb mounted mechanical equipment to receive base flashing.
9. Preparation of existing concrete deck.
10. All hoisting and scaffolding necessary for the completion of the roofing work.
11. Waste disposal.

- B. Related Sections:

1. Division 01 Section "Price and Payment Procedures" for bidding requirements of this Section.
2. Division 03 Section "Concrete Repair" for repairs to existing concrete deck.
3. Division 06 Section "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
4. Division 07 Section "Preparation for Re-Roofing" for removal of existing roofing.
5. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof edge flashings, metal roof penetration flashings, flashings, and counterflashings.
6. Division 07 Section "Roof Accessories" for roof hatches and fall protection anchors.
7. Division 07 Section "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

#### 1.3 DEFINITIONS

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definition of terms related to roofing work in this Section.

#### 1.4 PREINSTALLATION CONFERENCE

- A. Preinstallation Roofing Conference: Conduct conference at Project site.
1. Meet with Owner, Architect, Project Manager, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
  2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
  3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
  4. Review structural loading limitations of roof deck during and after roofing.
  5. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
  6. Review governing regulations and requirements for insurance and certificates if applicable.
  7. Review temporary protection requirements for roofing during and after installation.
  8. Review roof observation and repair procedures after roofing installation.

#### 1.5 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7-10 and the Rhode Island State Building Code.
1. Exposure Category: Exposure C.
  2. Risk Category: III.
  3. Basic Wind Speed: 138 mph.
- C. Exterior Fire Test Exposure: Roof system shall achieve a FM rating for roof slopes indicated on the Drawings as follows:
1. Factory Mutual Class A Rating.
- D. Roofs shall be designed and constructed in accordance with the design requirements above, and the requirements of FM Data Sheets 1-28 & 1-29 for Roof System Approval Rating and to withstand the following minimum loading requirements:
1. Zone 1' - Field of roof - 39.1 PSF
  2. Zone 1 – Field of roof - 60.7 PSF
  3. Zone 2 - Eaves, ridges, hips and rakes – 76.8 PSF
  4. Zone 3 – Corners - 101.1
  5. Zone 4 – Wall Perimeter – 40.0

6. Zone 5 – Wall Corner – 47.3
  7. Zone 2 width – 28'-10"
  8. Zone 3 width – 9'-8"
  9. Zone 3 length – 28'-10"
- E. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
- F. Flashings: Provide base flashings, perimeter flashings, detail flashings and component materials that comply with requirements and recommendations in FMG 1-49 Loss Prevention Data Sheet for Perimeter Flashings; FMG 1-29 Loss Prevention Data Sheet for Above Deck Roof Components; NRCA Roofing and Waterproofing Manual (Fourth Edition) for Construction Details; ANSI/SPRI ES-1 and SMACNA Architectural Sheet Metal Manual (Fifth Edition) for Construction Details, as applicable.
- G. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.

#### 1.6 ACTION SUBMITTALS

- A. Product Data: Provide the manufacturer's product and installation literature for each item listed in Part 2 for approval. Shop-drawings are required indicating any anticipated changes. Include the following:
1. Preparation instructions and recommendations.
  2. Storage and handling requirements and recommendations.
  3. Installation instructions.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
1. Base flashings and membrane terminations.
  2. Tapered insulation shop drawing, including all slopes and crickets.
  3. Crickets, saddles, and tapered edge strips, including slopes.
  4. Insulation fastening patterns.
  5. Expansion joints.
- C. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with FM, ASCE 7, and Rhode Island State Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- D. Samples for Verification: For the following products:
1. 6-by-6-inch square of sheet roofing, of color specified, including T-shaped side and end lap seam.

2. 6-by-6-inch square of roof insulation.
3. Six insulation fasteners of each type, length, and finish.
4. 18-inch length of through-wall and counterflashing assembly. Include sample of fully soldered end dam, inside and outside corners, for the through-wall assembly.

## 1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
  1. Submit evidence of compliance with performance requirements.
  2. Submit certification from the Roof System Manufacturer that the proposed insulation system is listed for use in specified FM assemblies, and is compatible with the specified cold-process roofing system, and when incorporated into the Roof System Manufacturer's system, will achieve the specified warranty, and have been tested to achieve the FM Global Class and ratings, as stipulated.
- C. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- D. Manufacturer's Fire Compliance Certificate: Certify that the roof system furnished is approved by Factory Mutual (FM), Underwriters Laboratories (UL), Warnock Hersey (WH) or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- E. Research/Evaluation Reports: For components of membrane roofing system.
- F. Maintenance Data: For roofing system to include in maintenance manuals.
- G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.
- H. A sample roofing system warrantee and letter of confirmation from the Roof System Manufacturer stating that the Contract Documents have been reviewed and that there are no exceptions to the Specifications and Contract Drawings shall be submitted.
  1. The roofing system must provide a Class A rating, in accordance with UL 790 testing-regimen.
  2. The roofing assembly must achieve a Class 1A-90 / NCA-120 rating, as specified and outlined in FM Global 4470 testing-standard.
  3. The installed roof system must conform with all local and state building-codes and be acceptable to the Roof System Manufacturer for the required warranty.

4. Indicate all components that make up the roofing assembly, including fastener and adhesive rates required to achieve the indicated warranty.

## 1.8 QUALITY ASSURANCE

- A. **Manufacturer Qualifications:** Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- B. **Installer Qualifications:** Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Contractor with manufacturer specified. Installer shall produce evidence of completing 5 projects of similar scope within a 50 mile radius of this project.
  1. The Installer shall be doing business under the same name for a minimum of 5 years prior to January 1, 2023 and have installed the specified Roof System Manufacturer's cold-process, multiple-ply, modified-bitumen roofing system, in the configuration specified.
  2. Required experience involves the successful installation of at least five warranted projects of similar size, scope and complexity utilizing the Roof System Manufacturer's specified, cold-process, modified-bitumen system within the past five years.
  3. The Contractor that receives the award of this Project shall be the Installer of the roofing system. Installation of the roofing system shall not be subcontracted.
- C. **Installer's Field Supervision:** Maintain a full-time supervisor/foreman on-site during times that the roofing installation is in progress, who is experienced in installing roofing systems similar to type and scope required for this Project, and who is certified by the manufacturer as an approved applicator of the roofing system.
- D. **Product Certification:** Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- E. **Inspection:** Provide manufacturer's daily field observations and a final inspection upon completion of the Work.
  1. Daily field observations shall be performed by a Technical Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve roofing installations for the manufacturer.
  2. Daily roofing progress reports must include; photographic documentation of work in-progress and written statements of compliance with details/shop drawings, weather conditions, and any discrepancies found during inspection.
  3. Progress reports must be published to an online database accessible to the Owner/Architect at no additional cost.
  4. Provide a final report from the Technical Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.
  5. Warranty shall be issued upon manufacturer's acceptance of the installation.

- F. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- G. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Store in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50 degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect.
- F. Adhesive storage shall be between the range of above 40 degree F and below 80 degree F. Area of storage shall be constructed for flammable storage.

#### 1.10 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

#### 1.11 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.
- B. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

## 1.12 WARRANTY

- A. Special Warranty: Upon completion of the work, provide the Manufacturer's written and signed NDL Edge-To-Edge Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition. Inspection required at year fifteen to determine if it maintenance is to be competed. Inspection is at no cost to the owner.
1. Special full-system roofing warranty includes membrane roofing, base/metal flashings, roof insulation, fasteners, cover boards, roofing accessories, and all other components of the specified roofing system.
  2. Special warranty includes the uplift design requirements as outlined in the Performance Requirements Section of the Specifications.
  3. Warranty Period: 30 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, for the following warranty period:
1. Warranty Period: Two years from date of Substantial Completion.
- C. Roofing Signage: At entry points to roof, provide signage listing type of roofing system, manufacturer, date installed, and holder of the warranty.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Source Limitations: Obtain components for roofing system from roof membrane manufacturer.
1. Basis of Design Products: Subject to compliance with requirements, provide roofing system by the following, or approved equal.
    - a. **Garland Company, Inc.**
- B. Or approved equal: The products specified are intended and the Standard of Quality for the products required for this project. If other products are proposed the bidder must disclose the manufacturer and the products that they intend to use on the project ten (10) days prior to bid date for acceptance.
1. If alternate products are included in the bid, the products must be equal to or exceed the products specified. Supporting technical data shall be submitted to the Architect/ Owner for approval ten (10) days prior to bid date for acceptance.
  2. In making a request for substitution, the Bidder/Roofing Contractor represents that it has:

- a. Personally investigated the proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - b. Will provide the same guarantee for substitution as for the product and method specified.
  - c. Will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
  - d. Will waive all claims for additional cost related to substitution, which consequently become apparent.
  - e. Cost data is complete and includes all related cost under his/her contract or other contracts, which may be affected by the substitution.
  - f. Will reimburse the Owner for all redesign cost by the Architect for accommodation of the substitution.
3. Architect/Owner reserves the right to be the final authority on the acceptance or rejection of any or all bids, proposed alternate roofing systems or materials that has met ALL specified requirement criteria.
  4. Failure to submit substitution package, or any portion thereof requested, five days prior to bid date, will result in immediate disqualification and consideration for that particular contractors request for manufacturer substitution.

## 2.2 COLD APPLIED 2-PLY MODIFIED BITUMINOUS ASPHALT ROOFING

### A. Roofing System:

1. Base (Ply) Sheet: One ply bonded to the prepared substrate with cold adhesive.
2. Cap (Ply) Sheet: One ply bonded to the prepared substrate with cold adhesive.
3. Flashing Base Ply: One ply bonded to the prepared substrate with cold adhesive.
4. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate with cold adhesive.

## 2.3 SHEET MATERIALS

### A. Base Sheet, Field and Flashing Ply Sheet: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing base sheet reinforced with a fiberglass scrim, performance requirements according to ASTM D 5147.

1. Tensile Strength, ASTM D 5147
  - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 100 lbf/in XD 100 lbf/in
  - b. 50mm/min. @ 23 +/- 2 deg. C MD 17.5 kN/m XD 17.5 kN/m
2. Tear Strength, ASTM D 5147
  - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 110 lbf XD 110 lbf
  - b. 50mm/min. @ 23 +/- 2 deg. C MD 489 N XD 489 N
3. Elongation at Maximum Tensile, ASTM D 5147
  - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 4 % XD 4 %
  - b. 50mm/min @ 23 +/- 2 deg. C MD 4 % XD 4 %
4. Low Temperature Flexibility, ASTM D 5147, Passes -20 deg. F (-28.8 deg. C)

- B. Cap Sheet, Field and Flashing Ply Sheet: 160 mil SBS and SIS (Styrene-Butadiene-Styrene and Styrene-Isoprene-Styrene) rubber modified membrane incorporating post-consumer recycled rubber, fire retardant additives and reinforced with a fiberglass and polyester composite scrim. Surfaced with the highly reflective Sunburst white mineral. ASTM D 6162, Type III Grade G.
1. Tensile Strength, ASTM D 5147
    - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 700 lbf/in XD 750 lbf/in
    - b. 50 mm/min. @ 23 +/- 2 deg. C MD 122.5 kN/m XD 131.25 kN/m
  2. Tear Strength, ASTM D 5147
    - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 1300 lbf XD 1400 lbf
    - b. 50 mm/min. @ 23 +/- 2 deg. C MD 5783 N XD 6227 N
  3. Elongation at Maximum Tensile, ASTM D 5147
    - a. 2 in/min. @ 73.4 +/- 3.6 deg. F MD 6.0% XD 6.0%
    - b. 50 mm/min. @ 23 +/- 2 deg. C MD 6.0% XD 6.0%
  4. Low Temperature Flexibility, ASTM D 5147, Passes -30 deg. F (-34 deg. C)
- C. Interply Adhesive: Rubberized, polymer modified cold process asphalt roofing bitumen V.O.C. compliant ASTM D 3019. Performance Requirements:
1. Non-Volatile Content ASTM D 4479 70%
  2. Density ASTM D1475 8.9 lbs./gal.
  3. Viscosity Stormer ASTM D562 400-500 grams
  4. Flash Point ASTM D 93 100 deg. F min. (37 deg. C)
  5. Slope: up to 3:12
- D. Flashing Ply Adhesive: Brush grade flashing adhesive.
1. Non-Volatile Content ASTM D 4479 70 min.
  2. Density ASTM D 1475 8.6 lbs./gal. (1kg/l)
  3. Flash Point ASTM D 93 100 deg. F (37 deg. C)

## 2.4 AUXILIARY ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing system manufacturer for intended use and compatible with other roofing components.
1. Adhesives and Sealants: Comply with VOC limits of authorities having jurisdiction.
- B. Pitch pans, Rain Collars and Plumbing Sleeves shall be fabricated from 20 oz. copper. All joints should be welded/soldered watertight.
- C. Existing Drains: Contractor is to ensure that all drains are in working condition prior to beginning any roofing work. Contractor is to inspect all drain bowl assemblies for cracks or damage. Unless damaged or non-functional, all existing drain bowls are to remain; new clamping rings and hardware are to be replaced with like kind. Replace existing plastic drain strainers with new cast iron drain strainers to fit.

- D. Drain Flashings should be 4 lb. sheet lead formed and rolled.
- E. Fabricated Flashings: Fabricated flashings and trim are specified in Division 07 Section "Sheet Metal Flashing and Trim."
  - 1. Fabricated flashings and trim shall conform to the detail requirements of Factory Mutual, ANSI/SPRI ES-1 and/or SMACNA "Architectural Sheet Metal Manual" as applicable.

## 2.5 VAPOR RETARDER

- A. Repair concrete deck as necessary to comply with Division 03 Section "Concrete Repair." Clean and prime concrete decks.
- B. Install one ply of SBS tri-laminate base sheet over entire substrate adhered in solvent-free cold adhesive per Factory Mutual RoofNav, and manufacturer's specifications. Shingle in direction of slope of roof to shed water on each roof area.

## 2.6 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured by roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, Grade 2 (20 psi), HCFC-free, with felt or glass-fiber mat facer on both major surfaces.
  - 1. Basis of Design Product: Subject to compliance with requirements, provide one of the following, or equal:
    - a. Commercial Innovations; Hunter H-Shield.
    - b. Johns Manville; ENRGY 3.
  - 2. Board Size: Four by four feet (4' x 4') or four by eight feet (4' x 8').
  - 3. Thickness: Two layers of 2.6 inches, or as indicated on Drawings.
  - 4. LTTR-Value, per ASTM C1289-11: R-5.6 per 1-inch minimum.
  - 5. To maintain system warranty, manufacturer's approved insulation must be installed.
- C. Tapered Insulation: Provide factory-tapered insulation boards fabricated to slope of 1/4- inch per 12 inches, unless otherwise indicated on Drawings.
  - 1. Basis of Design Product: Subject to compliance with requirements, provide one of the following, or equal:
    - a. Commercial Innovations; Hunter H-Shield.
    - b. Johns Manville; ENRGY 3.
  - 2. Thickness: As indicated on Drawings.

3. Field: 1/4" (net) slope or , or 1/8" slope as noted to maintain flashing heights. See tapered drawing for specific layout. Contractor to verify all structural/tapered slopes and quantities.
  4. Crickets/Saddles: 1/2":12" slope.
  5. Install tapered crickets and saddles between all drains and scuppers, and on the upslope side of all curbs to ensure positive drainage. Use a 2:1 length to width ratio per NRCA recommendations.
- D. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

## 2.7 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FMG 4470, designed for fastening roofing components to substrate, tested by manufacturer for required pullout strength, listed for use in the specified FM Assembly, and acceptable to roofing system manufacturer.
- C. Roof Deck Insulation Adhesive: Dual-component, high-rise foam adhesive as recommended by insulation manufacturer.
1. Tensile Strength (ASTM D 412) 250 psi
  2. Density (ASTM D 1875) 8.5 lbs./gal.
  3. Viscosity (ASTM D 2556) 22,000 to 60,000 cP.
  4. 2`Peel Strength (ASTM D 903) 17 lb/in.
  5. 3`Flexibility (ASTM D 816) Pass @ -70°F
  6. Refer to the specific Factory Mutual RoofNav(s) associated with each deck type/elevation for specific adhesives, ribbon sizes and installation requirements.
- D. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer. Use tapered edge along perimeter wood blocking to create an acceptable transition, as necessary.
- E. Cover Board: Provide the following, or equal listed for use in the specified FM assemblies:
1. Cover Board: ASTM C 1278/C 1278M, cellulosic-fiber-reinforced, water-resistant gypsum substrate, 5/8-inch thick, 1800 psi compressive strength; Class A per UL790 with flame spread no greater than 5 with 0 smoke developed per ASTM E84.
    - a. Product: Subject to compliance with requirements, provide one of the following:
      - 1) Georgia Pacific; Dens Deck Prime.
      - 2) National Gypsum; DexCELL.
      - 3) USG Corporation; Securock.

- b. Board Size: Four by four feet (4' x 4') or four by eight feet (4' x 8').

## 2.8 NAILERS, BLOCKING AND PLYWOOD

- A. Furnish and install lumber and plywood specified in Division 06 Section "Miscellaneous Rough Carpentry."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
  - 1. Verify that roof openings and penetrations are in place and curbs are set and braced and that roof drain bodies are securely clamped in place.
  - 2. Verify that blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of work indicates acceptance of substrates.

### 3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
  - 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
  - 2. Fill substrate surface voids that are greater than 1/4-inch-wide with an acceptable fill material.
  - 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
  - 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
  - 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
  - 6. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Prevent materials from entering and clogging roof drains and conductors and from spilling or migrating onto surfaces of other construction. Remove roof-drain plugs when no work is taking place or when rain is forecast.
- C. Poured reinforced concrete shall be smooth, dry, clean and free of ice/frost, projections and depressions. Concrete shall be fully cured and the surface shall be broom cleaned and free of release/curing agents prior to commencement of work.

1. Prepared concrete surfaces for roofing or insulation by priming with asphalt/concrete primer conforming to ASTM D 41. Apply at a rate of approx. 1 gallon/100 sq. ft. All primed areas shall be fully dried before proceeding with the application of the roof system.

D. Re-Roofing Applications:

1. Remove existing roofing, insulation and flashings down to the substrate roof deck.
2. Install new wood nailers per Factory Mutual requirements as necessary to accommodate insulation/recovery board or new nailing patterns.
3. When mechanically attached, the fastening pattern for the insulation shall be as recommended by Factory Mutual.
4. Existing roof surfaces shall be primed as necessary with asphalt primer meeting ASTM D 41 and allowed to dry prior to installing the roofing system.

### 3.3 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of roofing membrane system with vertical surfaces or angle changes more than 45 degrees.
- D. Install tapered insulation under area of roofing to conform to slopes indicated.
- E. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2 inches or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches in each direction.
- F. Trim surface of insulation where necessary at roof drains so completed surface is flush and does not restrict flow of water.
  1. Slope insulation and membrane at drains to create a 4' x 4' sump.
  2. End top edge of flashing just below the top edge of the sump to prevent any blockage for positive water flow.
- G. Install tapered edge strips at perimeter edges of roof that do not terminate at vertical surfaces.
- H. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill all gaps exceeding 1/4 inch with polyiso insulation. Fill smaller gaps with spray foam insulation.
  1. Cut and fit insulation within 1/4 inch of nailers, projections, and penetrations.

## I. Attachment with Insulation Adhesive:

1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
2. Apply insulation adhesive directly to the substrate using a ribbon pattern with **3/4" inch wide beads 12 inches o.c.**, using either the manual applicator or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet per cartridge.
3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
4. Briefly step each board into place to ensure contact with the adhesive. Temporary weights must be utilized to ensure complete and proper adhesion. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts may be required to ensure proper contact.
5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (1/4) inch away from the vertical surface.
6. All adhesives and adhesive patterns must meet the specific Factory Mutual requirements, as described in the Factory Mutual RoofNav and manufacturer's Wind Uplift Calculations referenced.

## 3.4 ROOFING MEMBRANE INSTALLATION, GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
1. Install roofing system MBS 2-N-M-M, according to specification-plate classifications in NRCA's "The NRCA Roofing and Waterproofing Manual" and requirements in this Section.
  2. Adhering Method: L (cold-applied adhesive).
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
  2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
  3. Use weighted lawn roller to fully embed all modified membrane field sheets to the substrate.

- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- E. Start installation of roofing membrane in presence of roofing system manufacturer's technical personnel.
- F. Cooperate with testing agencies engaged or required to perform services for installing roofing system.
- G. Coordinate installing roofing system so components of the roofing membrane system not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
  - 1. Provide tie-offs at end of each day's work to cover exposed roofing membrane sheets with a course of coated felt set in roofing cement or hot roofing asphalt with joints and edges sealed.
  - 2. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system.
  - 3. Remove and discard temporary seals before beginning work on adjoining roofing.
- H. Substrate-Joint Penetrations: Prevent roofing asphalt from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.

### 3.5 MODIFIED BITUMINOUS MEMBRANE SYSTEM INSTALLATION

- A. Base Ply: Cut base ply sheets into 18 foot lengths and allow plies to relax before installing. Install in cold adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.
  - 1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
  - 2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet. Use a weighted lawn roller - minimum 50 lbs.
  - 3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
  - 4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
  - 5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
  - 6. Extend membrane 2 inches beyond top edge of all cants in full moppings of the cold adhesive as shown on the Drawings.
- B. Cap Ply: Cut cap ply sheets into 18 foot lengths and allow plies to relax before installing. Install in cold adhesive applied at the rate required by the manufacturer. Shingle sheets uniformly over the prepared substrate to achieve the number of plies specified. Shingle in proper direction to shed water on each large area of roofing.

1. Lap ply sheet ends 8 inches. Stagger end laps 12 inches minimum.
  2. Solidly bond to the base layers with specified cold adhesive at the rate of 2 to 2-1/2 gallons per 100 square feet. Use a weighted lawn roller - minimum 50 lbs.
  3. Roll must push a puddle of adhesive in front of it with adhesive slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
  4. Install subsequent rolls of modified across the roof as above with a minimum of 4 inch side laps and 8 inch staggered end laps. Lay modified membrane in the same direction as the underlayers but the laps shall not coincide with the laps of the base layers.
  5. Allow cold adhesive to set for 5 to 10 minutes before installing the top layer of modified membrane.
  6. Extend membrane 2 inches beyond top edge of all cants in full moppings of the cold adhesive as shown on the Drawings.
  7. The laps of the asphalt membrane should only be hot air welded with an electric type hot air welder. When hot air welding laps, the adhesive should be applied at the specified rate to the entire roll area up to 4" from the side lap and 8" from the end lap.
- C. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives, hot asphalt or mechanically attached with approved plates and fasteners.
- D. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Division 06 Section "Miscellaneous Rough Carpentry."
1. Provide nailers at all roof perimeters and penetrations for fastening membrane flashings and sheet metal components.
  2. Wood nailers should match the height of any insulation, providing a smooth and even transition between flashing and insulation areas.
  3. Nailer lengths should be spaced with a minimum 1/8 inch gap for expansion and contraction between each length or change of direction.
  4. Nailers and flashings should be fastened in accordance with Factory Mutual "Loss Prevention Data Sheet 1- 49, Perimeter Flashing" and be designed to be capable of resisting a minimum force of 200 lbs/lineal foot in any direction.
- E. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Division 07 Section "Sheet Metal Flashing and Trim." Install in accordance with the SMACNA "Architectural Sheet Metal Manual" or the NRCA Roofing Waterproofing manual.
- F. Termination Bar: Provide a metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches on center to achieve constant compression. Provide suitable, sealant at the top edge if required.
- G. Flashing Base Ply: Install flashing sheets by the same application method used for the base ply.
1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
  2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.

3. Adhere to the underlying base ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches (203 mm) o.c. from the finished roof at all vertical surfaces.
4. Solidly adhere the entire flashing ply to the substrate. Secure the tops of all flashings that are not run up and over curb through termination bar fastened at 6 inches (152 mm) O.C. and sealed at top.
5. Seal all vertical laps of flashing ply with a three-course application of trowel-grade mastic and fiberglass mesh.
6. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
7. Coordinate roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices with the roofing system work.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed, or nailed 4 inches on center and covered with an acceptable counter flashing.

H. Flashing Cap Ply: Install flashing cap sheets by the same application method used for the base ply.

1. Seal curb, wall and parapet flashings with an application of mastic and mesh on a daily basis. Do not permit conditions to exist that will allow moisture to enter behind, around or under the roof or flashing membrane.
2. Prepare all walls, penetrations, expansion joints and where shown on the Drawings to be flashed with required primer at the rate of 100 square feet per gallon. Allow primer to dry tack free.
3. Adhere to the underlying base flashing ply with specified flashing ply adhesive unless otherwise specified. Nail off at a minimum of 8 inches o.c. from the finished roof at all vertical surfaces.
4. Coordinate counter flashing, cap flashings, expansion joints and similar work with modified bitumen roofing work as specified.
5. Coordinate roof accessories, miscellaneous sheet metal accessory items with the roofing system work.
6. All stripping shall be installed prior to flashing cap sheet installation.
7. Heat and scrape granules when welding or adhering at cut areas and seams to granular surfaces at all flashings.
8. Secure the top edge of the flashing sheet using a termination bar only when the wall surface above is waterproofed or nailed 4 inches on center and covered with an acceptable counter flashing.
9. The laps of the asphalt membrane should only be hot air welded with an electric type hot air welder. When hot air welding laps, the adhesive should be applied at the specified rate to the entire roll area up to 4" from the side lap and 8" from the end lap.

### 3.6 ROOF EDGE INSTALLATION

A. Pre-Manufactured Metal Fascia/Edge System:

1. Position base plies of the built-up and/or modified roofing membrane over the roof edge covering nailers completely, fastening 8 inches on center. Install membrane and cap sheet with proper material and procedure according to manufacturer's recommendations.

2. Base Frame: Install Base Frame in 2 beads of Green-Lock Sealant XL. Fasten Base Frame through the outside face of wood blocking in accordance with ANSI/SPRI ES-1 test report.
3. Fascia Cover: Install fascia cover with splice plate under one end by pressing downward firmly until "snap" occurs and cover is engaged along entire length of miter. Field cut where necessary with fine tooth saw.
4. Sealant is to be placed between splice plates on metal edge pieces.

B. Scupper Through Roof Edge:

1. Inspect the nailer to assure proper attachment and configuration.
2. Run one ply over the edge. Assure coverage of all wood nailers. Fasten plies with ring shank nails at 8 inches o.c.
3. Install a scupper box in a 1/4 inch bed of mastic. Assure all box seams are soldered and have a minimum 4 inch flange. Make sure all corners are closed and soldered. Prime scupper at a rate of 100 square feet per gallon and allow to dry.
4. Fasten flange of scupper box to nailer every 3 inches o.c. staggered.
5. Strip in edge with base flashing ply covering entire area in bitumen with 6 inches on to the field of the roof.
6. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches on to the field of the roof. Apply a three-course application of mastic and mesh at all seams.

### 3.7 FLASHING INSTALLATION

A. Reglet Mounted Counterflashing:

1. Minimum flashing height is 8 inches above finished roof height. Maximum flashing height is 24 inches. Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches.
3. Install base flashing ply covering wall set in bitumen with 6 inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Apply butyl tape to wall behind flashing. Secure termination bar through flashing, butyl tape and into wall. Alternatively use caulk to replace the butyl tape.
6. Install reglet behind cement board above new flashings.
7. Secure reglet counterflashing with expansion fasteners and caulk reglet opening.

B. Equipment Support:

1. Minimum curb height is 8 inches above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches.
3. Install base flashing ply covering curb set in bitumen with 6 inches on to field of the roof.

4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches on to the field of the roof. Attach top of membrane to top of curb and nail at 8 inches o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured cover. Fasten sides at 24 inches o.c. with fasteners and neoprene washers. Furnish all joint cover laps with butyl tape between metal covers.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

C. Curb Detail/Air Handling Station:

1. Minimum curb height is 8 inches above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all field plies over cant a minimum of 2 inches.
3. Install base flashing ply covering curb set in bitumen with 6 inches on to field of the roof.
4. Install a second ply of modified flashing ply in bitumen over the base flashing ply, 9 inches on to the field of the roof. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install pre-manufactured counterflashing with fasteners and neoprene washers or per manufacturer's recommendations.
6. Set equipment on neoprene pad and fasten as required by equipment manufacturer.

D. Exhaust Fan:

1. Minimum curb height is 8 inches above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches.
3. Install base flashing ply covering curb with 6 inches on to field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches (203 mm) o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install metal exhaust fan over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendation.

E. Passive Vent/Air Intake:

1. Minimum curb height is 8 inches above finished roof height. Prime vertical at a rate of 100 square feet per gallon and allow to dry.
2. Set cant in bitumen. Run all plies over cant a minimum of 2 inches.
3. Install base flashing ply covering curb with 6 inches on to the field of the roof.
4. Install a second ply of modified flashing ply installed over the base flashing ply, 9 inches on to field of the roof. Attach top of membrane to top of wood curb and nail at 8 inches o.c. Apply a three-course application of mastic and mesh at all vertical seams and allow to cure and aluminize.
5. Install passive vent/air intake over the wood nailers and flashing to act as counterflashing. Fasten per manufacturer's recommendations.

F. Roof Drain:

1. Plug drain to prevent debris from entering plumbing.

2. Taper insulation to drain minimum of 24 inches from center of drain.
3. Run roof system plies over drain. Cut out plies inside drain bowl.
4. Set lead/copper flashing (30 inch square minimum) in 1/4 inch bed of mastic. Run lead/copper into drain a minimum of 2 inches. Prime lead/copper at a rate of 100 square feet per gallon and allow to dry.
5. Install base flashing ply (40 inch square minimum) in bitumen.
6. Install modified membrane (48 inch square minimum) in bitumen.
7. Install new clamping ring and hardware and assure that all plies are under the clamping ring.
8. Remove drain plug and install new cast iron strainer.

G. Plumbing Stack:

1. Minimum stack height is 12 inches.
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install cap onto sleeve a minimum of 3 inch down over stack.

H. Heat Stack:

1. Minimum stack height is 12 inches.
2. Run roof system over the entire surface of the roof. Seal the base of the stack with elastomeric sealant.
3. Prime flange of new sleeve. Install properly sized sleeves set in 1/4 inch bed of roof cement.
4. Install base flashing ply in bitumen.
5. Install modified membrane in bitumen.
6. Caulk the intersection of the membrane with elastomeric sealant.
7. Install new collar over cape. Weld or solder collar/seam or install stainless steel draw band.

I. Pitch Pocket with Umbrella:

1. Run all plies up to the penetration.
2. Place the pitch pocket over the penetration and prime all flanges.
3. Strip in flange of pitch pocket with one ply of base flashing ply. Extend 6 inches onto field of roof.
4. Install second layer of modified membrane extending 9 inches onto field of the roof.
5. Fill pitch pocket half full with non-shrink grout. Let this cure and top off with pourable sealant.
6. Caulk joint between roof system and pitch pocket with roof cement.
7. Place a watershedding type bonnet over the top of the pitch pocket and clamp the top with a drawband collar. Caulk the upper edge of the band with an elastomeric sealant.

## J. Liquid Flashing:

1. Mask target area on roof membrane with tape.
2. Clean all non-porous areas with isopropyl alcohol.
3. Apply 32 wet mil base coat of liquid flashing over masked area.
4. Embed polyester reinforcement fabric into the base coat of the liquid flashing.
5. Apply 48-64 wet mil top coat of the liquid flashing material over the fabric extending 2 inches past the scrim in all directions.
6. Apply minerals immediately or allow the liquid flashing material to cure 15-30 days and then install reflective coating.

## 3.8 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's daily field observations and a final inspection upon completion of the Work.
1. Daily field observations shall be performed by a Technical Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve roofing installations for the manufacturer.
  2. Daily roofing progress reports must include; photographic documentation of work in-progress and written statements of compliance with details/shop drawings, weather conditions, and any discrepancies found during inspection.
  3. Progress reports must be published to an online database accessible to the Owner/Architect at no additional cost.
  4. Provide a final report from the Technical Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.
  5. Warranty shall be issued upon manufacturer's acceptance of the installation.
- B. Testing Agency: Engage a qualified independent testing and inspecting agency to perform roof tests and inspections and to prepare test reports.
1. Perform the following test a minimum of 30 days following completion of roofing installation:
    - a. Uplift Test: Comply with requirements in FM Global Property Loss Prevention Data Sheet 1-52 "Field Uplift Tests" for field uplift testing.
- C. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
1. Notify Architect and Owner 48 hours in advance of date and time of inspection.
- D. Roofing system will be considered defective if it does not pass tests and inspections.
1. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

### 3.9 PROTECTING AND CLEANING

- A. Protect roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- C. Protect exposed surfaces of finished walls with tarps to prevent damage.
- D. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch thick. Use a sacrificial slip-sheet beneath all walkways to prevent damage to any new roof assemblies. Contractor is responsible for any damages to the new roof assembly.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.
- F. Correct deficiencies in or remove roofing system that does not comply with requirements, repair substrates, and repair or reinstall roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- G. Clean overspray and spillage from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

### 3.10 WASTE DISPOSAL

- A. Disposal: At completion of roofing work, transport demolished materials and waste off Owner's property.

### 3.11 PROJECT COMPLETION

- A. Prior to demobilization from the site, the work shall be reviewed by the Owner's Representative and the Applicator. All defects noted and non-compliances with the Specifications or the recommendations of the manufacturer shall be itemized in a punch list. These items must be corrected immediately by the Applicator to the satisfaction of the Owner's Representative and the manufacturer prior to demobilization.
- B. All Warranties referenced in this Section shall have been submitted and have been accepted at time of contract award.

END OF SECTION 07 5216

## SECTION 07 6200 – SHEET METAL FLASHING AND TRIM

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

##### A. Section Includes:

1. Manufactured Products:
  - a. Roof edge flashings.
2. Formed Products:
  - a. Formed reglets and counterflashing.
  - b. Formed low-slope roof sheet metal fabrications.
  - c. Roof penetration flashing.
3. All hoisting and scaffolding necessary for the completion of the work.
4. Waste disposal.

##### B. Related Sections:

1. Division 06 Section "Miscellaneous Rough Carpentry" for wood nailers, curbs, and blocking.
2. Division 07 Section "Modified Bituminous Membrane Roofing."

#### 1.3 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
  1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

- C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested according to SPRI ES-1.
  - 1. ANSI/SPRI ES-1 test reports must be submitted for specific project wind uplift requirements per Section 1.16 Design and Performance Criteria within Modified Bituminous Membrane Roofing specification.
- D. Thermal expansion and contraction: Completed metal edge fascia and cant dam system shall be capable of withstanding unlimited thermal expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:
  - 1. Identification of material, thickness, weight, and finish for each item and location in Project.
  - 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
  - 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
  - 4. Details of termination points and assemblies, including fixed points.
  - 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
  - 6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
  - 7. Details of special conditions.
  - 8. Details of connections to adjoining work.
  - 9. Detail formed flashing and trim at a scale of not less than 1-1/2 inches per 12 inches.
- C. Fabrication Samples: For roof edge flashings made from 12-inch lengths of full-size components including fasteners, cover joints, accessories, and attachments.
- D. Certification: Submit roof manufacturer's certification that metal fasteners furnished are acceptable to roof manufacturer.
- E. Samples for Initial Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection.
- F. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Accessories and Miscellaneous Materials: Full-size Sample.

G. Qualification Data: For qualified fabricator.

H. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.

I. Warranty: Sample of special warranties.

## 1.5 QUALITY ASSURANCE

A. Product Options: Information on Drawings and in Specifications establishes requirements for system's aesthetic effects and performance characteristics. Aesthetic effects are indicated by dimensions, arrangements, alignment, and profiles of components and assemblies as they relate to sightlines, to one another, and to adjoining construction. Performance characteristics are indicated by criteria subject to verification by one or more methods including preconstruction testing, field testing, and in-service performance.

1. Do not modify intended aesthetic effects, as judged solely by Architect, except with Architect's approval. If modifications are proposed, submit comprehensive explanatory data to Architect for review.

B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty.

1. The Installer shall be doing business under the same name for a minimum of 5 years prior to January 1, 2023 and have applied similar roofing systems on 10 or more projects which have been completed in the last two years.

a. Furnish names and addresses of each project within 100 miles of Project.

2. The Contractor that receives the award of this Project shall be the Installer of the roofing system. Installation of the roofing system shall not be subcontracted.

C. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1. For roof edge flashings that are ANSI/SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.

D. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

- E. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.
1. Build mockup of typical roof edge, approximately 10 feet long, including supporting construction cleats, seams, attachments, underlayment, and accessories.
  2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.
- F. Preinstallation Conference: Conduct conference at Project site.
1. Meet with Owner, Architect, Owner's Representative, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
  2. Review methods and procedures related to sheet metal flashing and trim.
  3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
  4. Review special roof details, roof drainage, roof penetrations, and condition of other construction that will affect sheet metal flashing.
  5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

#### 1.7 COORDINATION

- A. Coordinate installation of manufactured roof specialties with interfacing and adjoining construction to provide a leakproof, secure, and noncorrosive installation.

#### 1.8 WARRANTY

- A. Special Warranty for Roof Edge System: Manufacturer's standard form in which manufacturer agrees to provide a lifetime warranty for the roof edge system, when installed per manufacturer's instructions, covering blow-off from winds up to 105 mph.

1. Warranty Period: 20 years from date of Substantial Completion, not to exceed life of membrane roofing system.
- B. Special Project Warranty: Submit Installer's warranty, signed by Installer, covering Work of this Section, for the following warranty period:
  1. Warranty Period: Two years from date of Substantial Completion.
- C. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
  1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: 20 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required.
  1. Surface: Smooth, flat.
  2. Exposed Coil-Coated Finish:
    - a. 2-Coat Fluoropolymer: AAMA 620. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
  3. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.
- C. Copper Sheet: ASTM B 370, cold-rolled copper sheet, H00 or H01 temper.
  1. Nonpatinated Exposed Finish: Mill.

## 2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.
- B. Fasteners, General: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
    - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
    - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
  2. Fasteners for Copper Sheet: Series 300 stainless steel.
  3. Fasteners for Aluminum Sheet: Series 300 stainless steel.
- C. Nails and Fasteners: Non-ferrous metal or hot dipped galvanized fasteners complying with ASTM A153 and connectors complying with ASTM A653, Class G185; Type 304 or Type 316 stainless steel fasteners and connectors shall be used with new generation of pressure-treated wood; except that hard copper nails shall be used with copper; aluminum or stainless steel nails shall be used with aluminum; and stainless steel nails shall be used with stainless steel. Fasteners shall be self-clinching type of penetrating type as recommended by the manufacturer of the wood blocking/nailer material. Nails and fasteners shall be flush-driven through flat metal discs of not less than one (1) inch diameter. Omit metal discs when one-piece composite nails or fasteners with heads not less than one (1) inch diameter are used.
1. Fastening shall conform to ANSI/SPRI ES-1 and/or Factory Mutual 1-90 requirements or as stated on section details, whichever is more stringent and per the manufacturer's requirements.
- D. Solder:
1. For Copper: ASTM B 32, Grade Sn50, 50 percent tin and 50 percent lead.
- E. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- F. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- G. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

- H. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

### 2.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
  - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
  - 2. Obtain field measurements for accurate fit before shop fabrication.
  - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
  - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.
- H. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer.
- I. Do not use graphite pencils to mark metal surfaces.

## 2.4 ROOF EDGE SHEET METAL FABRICATIONS

- A. Roof-Edge Fascia: Manufactured, flashless roof-edge fascia consisting of snap-on metal fascia cover in section lengths not exceeding 10 feet and a continuous metal receiver with integral drip-edge cleat to engage fascia cover and secure single-ply roof membrane. Provide matching corner units.
1. Basis-of-Design Product: Subject to compliance with requirements, provide the following, or equal:
    - a. **The Garland Company; R-Mer Force Fascia Cover.**
  2. Size: As indicated on Drawings.
  3. Formed Aluminum Sheet Fascia Covers and Extenders: Aluminum sheet, 0.040 inch thick.
    - a. Surface: Smooth, flat finish.
    - b. Finish: Two-coat fluoropolymer.
    - c. Color: As selected by Architect from manufacturer's full range.
  4. Corners: Factory mitered and continuously welded.
  5. Splice Plates: Concealed, of same material, finish, and shape as fascia cover.
  6. Receiver: Extruded aluminum in manufacturer's standard thickness, with pre-punched slotted holes. All bar miters are welded.
  7. Sealant for Flange: Green-Lock Sealant XL: Single-component high performance 100% solids, interior and exterior polyether joint sealant.

## 2.6 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Counterflashing: Fabricate from the following material:
1. Prefinished aluminum sheet, 0.040 inch thick.
- B. Flashing Receivers: Fabricate from the following material:
1. Mill finish aluminum sheet, 0.040 inch thick.
- C. Base Flashing: Fabricate from the following material:
1. Prefinished aluminum sheet, 0.040 inch thick.
- D. Pitch pockets and plumbing sleeves shall be 20 oz. copper, and have all corners soldered, and a continuous 4" wide minimum deck flange at corners.

## 2.7 MANUFACTURED SHEET METAL FLASHING AND TRIM

- A. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with factory-mitered and -welded corners and junctions and with interlocking counterflashing on exterior face, of same metal as reglet.
1. Material: Aluminum, 0.040 inch thickness.
  2. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.

## 2.8 WALL SHEET METAL FABRICATIONS

- A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- long, but not exceeding 12-foot- long, sections, under copings, at shelf angles, and where indicated. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches beyond each side of wall openings. Form with 2-inch- high, end dams where flashing is discontinuous. Fabricate from the following materials:
1. Copper: 20 oz./sq. ft.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
  2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. For the record, prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.
1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
  3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
  4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
  5. Install sealant tape where indicated.
  6. Torch cutting of sheet metal flashing and trim is not permitted.
  7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
1. Underlayment: Where installing metal flashing directly on cementitious or wood substrates, install a course of felt underlayment and cover with a slip sheet or install a course of polyethylene sheet.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.
- E. Seal joints as shown and as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F.
  2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
- F. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.
1. Do not solder aluminum sheet.
  2. Pre-tinning is not required for zinc-tin alloy-coated copper.
  3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

### 3.3 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch centers.
- C. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches over base flashing. Install stainless-steel draw band and tighten.
- D. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with sealant. Secure in a waterproof manner by means of snap-in installation and sealant or lead wedges and sealant.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

### 3.4 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

### 3.5 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

### 3.6 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.7 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder.
- C. Clean off excess sealants.
- D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

3.8 WASTE DISPOSAL

- A. Unless otherwise indicated, excess materials are Contractor's property. At completion of roofing work, remove from Project site.

END OF SECTION 07 6200

## SECTION 07 7100 - ROOF SPECIALTIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Roof-edge drainage systems.

- B. Related Requirements:

- 1. Division 07 Section "Standing Seam Metal Roof Panels."
  - 2. Division 07 Section "Sheet Metal Flashing and Trim" for custom- and site-fabricated sheet metal flashing and trim.
  - 3. Division 07 Section "Joint Sealants" for field-applied sealants between roof specialties and adjacent materials.

#### 1.3 PREINSTALLATION CONFERENCE

- A. Preinstallation Conference: Conduct conference at Project site.

- 1. Meet with Owner, Architect, Construction Manager, roofing-system testing and inspecting agency representative, roofing Installer, roofing-system manufacturer's representative, Installer, structural-support Installer, and installers whose work interfaces with or affects roof specialties, including installers of roofing materials and accessories.
  - 2. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
  - 3. Review special roof details, roof drainage, and condition of other construction that will affect roof specialties.

#### 1.4 ACTION SUBMITTALS

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

- 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.

- B. Shop Drawings: For roof specialties.
  - 1. Include plans, elevations, expansion-joint locations, keyed details, and attachments to other work. Distinguish between plant- and field-assembled work.
  - 2. Include details for expansion and contraction; locations of expansion joints, including direction of expansion and contraction.
  - 3. Indicate profile and pattern of seams and layout of fasteners, cleats, clips, and other attachments.
  - 4. Detail termination points and assemblies, including fixed points.
  - 5. Include details of special conditions.
- C. Samples: For each type of roof specialty and for each color and texture specified.
- D. Samples for Initial Selection: For each type of roof specialty indicated with factory-applied color finishes.
- E. Samples for Verification:
  - 1. Include Samples of each type of roof specialty to verify finish and color selection, in manufacturer's standard sizes.
  - 2. Include roof-edge specialties and roof-edge drainage systems made from 12-inch lengths of full-size components in specified material, and including fasteners, cover joints, accessories, and attachments.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Sample Warranty: For manufacturer's special warranty.

#### 1.6 CLOSEOUT SUBMITTALS

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

#### 1.7 QUALITY ASSURANCE

- A. Source Limitations: Obtain roof specialties approved by manufacturer providing roofing-system warranty specified in Section.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and set quality standards for fabrication and installation.
  - 1. Build mockup of typical gutter approximately 10 feet long, including supporting construction, seams, attachments, and accessories.
  - 2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Do not store roof specialties in contact with other materials that might cause staining, denting, or other surface damage. Store roof specialties away from uncured concrete and masonry.
- B. Protect strippable protective covering on roof specialties from exposure to sunlight and high humidity, except to extent necessary for the period of roof-specialty installation.

#### 1.9 FIELD CONDITIONS

- A. Field Measurements: Verify profiles and tolerances of roof-specialty substrates by field measurements before fabrication, and indicate measurements on Shop Drawings.
- B. Coordination: Coordinate roof specialties with flashing, trim, and construction of parapets, roof deck, roof and wall panels, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

#### 1.10 WARRANTY

- A. Special Warranty on Painted Finishes: Manufacturer agrees to repair finish or replace roof specialties that show evidence of deterioration of factory-applied finishes within specified warranty period.
  1. Fluoropolymer Finish: Deterioration includes, but is not limited to, the following:
    - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
    - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
    - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
  2. Finish Warranty Period: 20 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof specialties shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

- B. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, hole elongation, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Provide clips that resist rotation and avoid shear stress as a result of thermal movements. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F, ambient; 180 deg F, material surfaces.

## 2.2 ROOF-EDGE DRAINAGE SYSTEMS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.
1. Gutter Profile: As indicated.
  2. Expansion Joints: Butt type with cover plate.
  3. Accessories: Wire-ball downspout strainer
  4. Fabricate from the following material:
    - a. Aluminum: 0.040 inch thick.
    - b. Color: Custom to match Architect's sample.
- B. Downspouts: Rectangular closed face with mitered elbows, manufactured from extruded aluminum. Furnish wall brackets, from same material and finish as downspouts with anchors.
1. Wall Brackets: Fabricated from 0.125 inch x 1 inch extruded aluminum bar, finished to match downspout. Furnish brackets at 60 inch maximum spacing, two brackets minimum per downspout.
  2. Size: As indicated.
  3. Fabricate from the following material:
    - a. Aluminum: 0.063 inch thick.
    - b. Color: To match gutter.
- C. Concrete Splash Blocks: Provide 24" long x 16" wide precast concrete splash blocks at the termination of each downspout at roof level.

## 2.3 MATERIALS

- A. Aluminum Sheet: ASTM B 209, alloy as standard with manufacturer for finish required, with temper to suit forming operations and performance required.
- B. Aluminum Extrusions: ASTM B 221, alloy and temper recommended by manufacturer for type of use and finish indicated.

## 2.4 MISCELLANEOUS MATERIALS

- A. Fasteners: Manufacturer's recommended fasteners, suitable for application and designed to meet performance requirements. Furnish the following unless otherwise indicated:
  - 1. Exposed Penetrating Fasteners: Gasketed screws with hex washer heads matching color of sheet metal.
  - 2. Fasteners for Aluminum: Aluminum or Series 300 stainless steel.
- B. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant of type, grade, class, and use classifications required by roofing-specialty manufacturer for each application.
- C. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type joints with limited movement.
- D. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187/D 1187M.

## 2.5 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## 2.6 ALUMINUM FINISHES

- A. Aluminum Extrusion Finishes:
  - 1. High-Performance Organic Finish: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - a. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
    - b. Concealed Surface Finish: Apply pretreatment and manufacturer's standard acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of the Work.
- B. Examine walls, roof edges, and parapets for suitable conditions for roof specialties.
- C. Verify that substrate is sound, dry, smooth, clean, sloped for drainage where applicable, and securely anchored.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 INSTALLATION, GENERAL

- A. General: Install roof specialties according to manufacturer's written instructions. Anchor roof specialties securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, underlayments, sealants, and other miscellaneous items as required to complete roof-specialty systems.
  - 1. Install roof specialties level, plumb, true to line and elevation; with limited oil-canning and without warping, jogs in alignment, buckling, or tool marks.
  - 2. Provide uniform, neat seams with minimum exposure of solder and sealant.
  - 3. Install roof specialties to fit substrates and to result in weathertight performance. Verify shapes and dimensions of surfaces to be covered before manufacture.
  - 4. Torch cutting of roof specialties is not permitted.
  - 5. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Protect metals against galvanic action by separating dissimilar metals from contact with each other or with corrosive substrates by painting contact surfaces with bituminous coating or by other permanent separation as recommended by manufacturer.
  - 1. Coat concealed side of uncoated aluminum roof specialties with bituminous coating where in contact with wood, ferrous metal, or cementitious construction.
  - 2. Bed flanges in thick coat of asphalt roofing cement where required by manufacturers of roof specialties for waterproof performance.
- C. Expansion Provisions: Allow for thermal expansion of exposed roof specialties.
  - 1. Space movement joints at a maximum of 12 feet with no joints within 18 inches of corners or intersections unless otherwise indicated on Drawings.
  - 2. When ambient temperature at time of installation is between 40 and 70 deg F, set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures.
- D. Fastener Sizes: Use fasteners of sizes that penetrate wood blocking or sheathing not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws.

- E. Seal concealed joints with butyl sealant as required by roofing-specialty manufacturer.
- F. Seal joints as required for weathertight construction. Place sealant to be completely concealed in joint. Do not install sealants at temperatures below 40 deg F.
- G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches; however, reduce pre-tinning where pre-tinned surface would show in completed Work. Tin edges of uncoated copper sheets using solder for copper. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.

### 3.3 ROOF-EDGE DRAINAGE-SYSTEM INSTALLATION

- A. General: Install components to produce a complete roof-edge drainage system according to manufacturer's written instructions. Coordinate installation of roof perimeter flashing with installation of roof-edge drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored straps spaced not more than 36 inches apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
  - 1. Fasten gutter spacers to front and back of gutter.
  - 2. Loosely lock straps to front gutter bead and anchor to roof deck.
  - 3. Anchor and loosely lock back edge of gutter to continuous cleat.
  - 4. Anchor back of gutter that extends onto roof deck with cleats spaced not more than 24 inches apart.
  - 5. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet apart. Install expansion-joint caps.
- C. Downspouts: Join sections with manufacturer's standard telescoping joints. Provide hangers with fasteners designed to hold downspouts securely to walls and 1 inch away from walls; locate fasteners at top and bottom and at approximately 60 inches o.c.
  - 1. Provide elbows at base of downspouts at roof level to direct water away from building.
  - 2. Connect downspouts to underground drainage system where indicated.
- D. Splash Block: Install where downspouts discharge at roof level.

### 3.4 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean and neutralize flux materials. Clean off excess solder and sealants.

- C. Remove temporary protective coverings and strippable films as roof specialties are installed. On completion of installation, clean finished surfaces, including removing unused fasteners, metal filings, pop rivet stems, and pieces of flashing. Maintain roof specialties in a clean condition during construction.
- D. Replace roof specialties that have been damaged or that cannot be successfully repaired by finish touchup or similar minor repair procedures.

END OF SECTION 07 7100

## SECTION 07 7200 - ROOF ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Roof hatches.
  - 2. Roof fall protection anchors.
  - 3. Horizontal lifeline system.
  - 4. Metal retrofit roof drains.
- B. Related Sections include the following:
  - 1. Division 06 Section "Miscellaneous Rough Carpentry" for wood blocking.
  - 2. Division 07 Section "Modified Bituminous Membrane Roofing."
  - 3. Division 07 Section "Sheet Metal Flashing and Trim" for shop- and field-fabricated metal flashing and counterflashing, and miscellaneous sheet metal trim and accessories.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of roof accessory indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Shop Drawings: Show fabrication and installation details for fall protection system. Show layouts of roof accessories including plans and elevations. Indicate dimensions, weights, loadings, required clearances, method of field assembly, and components. Include plans, elevations, sections, details, and attachments to other work.
  - 1. Indicate design and fabrication details, hardware, and installation details.
  - 2. Include installation and rigging instructions and:
    - a. Required restrictive working usage and general safety notes.
    - b. Non-restrictive working usage and general safety notes.
- C. Delegated-Design Submittal: For installed fall protection products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer licensed in the State of Rhode Island responsible for their preparation.

1. Include engineered calculations that post fasteners meet code requirements for pullout resistance in each type of concrete deck.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Coordination Drawings: Roof plans, drawn to scale, and coordinating penetrations and roof-mounted items. Show the following:
  1. Size and location of roof accessories specified in this Section.
  2. Method of attaching roof accessories to roof or building structure.
  3. Other roof-mounted items including mechanical and electrical equipment, ductwork, piping, and conduit.
- B. Samples: For each type of exposed factory-applied finish required and for each type of roof accessory indicated, prepared on Samples of size to adequately show color.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Warranty: Special warranties specified in this Section.
- B. Operation and Maintenance Data: Submit Operation and Maintenance data for installed products.
  1. Include the following:
    - a. Manufacturer's instructions covering maintenance requirements and parts catalog giving complete list of repair and replacement parts with cuts and identifying numbers.
    - b. System Equipment Manual & Inspection Log Book, with "Initial Inspection - Certification for Use" and "Inspection Sign-Off" forms completed.
    - c. As-built shop drawing showing equipment locations and details. Ensure drawing is posted adjacent to exits to roof.

#### 1.6 QUALITY ASSURANCE

- A. Sheet Metal Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" details for fabrication of units, including flanges and cap flashing to coordinate with type of roofing indicated.
- B. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- C. Installer experienced in performing work of this section who has specialized in installation of work similar to that required for this project.
- D. Manufacturer Qualifications: Manufacturer with a minimum of 10 years' experience in manufacturing fall protection system components and capable of providing field service representation during construction and approving application method.

E. Regulatory Requirements:

1. Compliance with the Rhode Island State Building Code for fall protection devices.
2. Compliance with OSHA Regulations as follows:
  - a. 1910, Subpart D, Walking and Working Surfaces.
  - b. Appendix C to 1910 Subpart F, Personal Fall Arrest Systems.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Pack, handle, and ship roof accessories properly labeled in heavy-duty packaging to prevent damage.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify required openings for each type of roof accessory by field measurements before fabrication and indicate measurements on Shop Drawings.

1.9 COORDINATION

- A. Coordinate layout and installation of roof accessories with roofing membrane and base flashing and interfacing and adjoining construction to provide a leakproof, weathertight, secure, and noncorrosive installation.

1.10 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which roof hatch manufacturer agrees to repair or replace parts which fail to function in normal use within the warranty period. Materials shall be free of defects in material and workmanship for specified period.
  1. Warranty Period: Five years from date of Substantial Completion.
- B. Special Warranty: Manufacturer's standard form in which fall protection manufacturer agrees to repair or replace parts which fail to function in normal use within the warranty period. Materials shall be free of defects in material and workmanship for specified period.
  1. Warranty Period: One year from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General Performance: Roof accessories shall withstand exposure to weather and resist thermally induced movement without failure, rattling, leaking, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.

- B. Delegated Design: Design fall protection system, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.
1. Design fall protection system to suit project requirements to AISC S342L and as indicated.
  2. Design anchor components for fall protection to ensure compatibility with industry standard equipment.
  3. Design system fall arrest safety anchors and equipment supports to AISC S342L (including supplement No.1) and as follows:
    - a. Comply with OSHA 1910, Subpart F, Appendix C.
    - b. Fall Arrest Safety Anchors:
      - 1) Fall arresting force safety factor of 2 to 1 without permanent deformation: 1,800 lbs. minimum.
      - 2) Fall arrest force against fracture or detachment: 5,000 lbs. minimum.

## 2.2 METAL MATERIALS

- A. Galvanized Steel Sheet: ASTM A 653/A 653M, G90 coated.
- B. Galvanized Steel Tube: ASTM A 500, round tube, hot-dip galvanized to comply with ASTM A 123/A 123M.
- C. Galvanized Steel Pipe: ASTM A 53/A 53M.
- D. Aluminum Sheet: ASTM B 209, alloy and temper recommended by manufacturer for type of use and finish. Coil-coat finish as follows:
1. Mill Finish: As manufactured.

## 2.3 MISCELLANEOUS MATERIALS

- A. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other noncorrosive metal as recommended by roof accessory manufacturer. Match finish of exposed fasteners with finish of material being fastened. Provide nonremovable fastener heads to exterior exposed fasteners.
- B. Gaskets: Manufacturer's standard tubular or fingered design of neoprene, EPDM, or PVC; or flat design of foam rubber, sponge neoprene, or cork.
- C. Elastomeric Sealant: ASTM C 920, polyurethane sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

## 2.4 ROOF HATCHES

- A. Roof Hatches: Fabricate roof hatches with insulated double-wall lids and insulated single-wall curb frame with integral deck mounting flange and lid frame counterflashing. Fabricate with welded or mechanically fastened and sealed corner joints. Provide continuous weathertight perimeter gasketing and equip with corrosion-resistant or hot-dip galvanized hardware.
1. Basis of Design Product: Subject to compliance with requirements, provide **Bilco Company (The); Type S-50TB** or one of the following:
    - a. Babcock-Davis; Model BRHPA.
    - b. Milcor; RD-EE Series.
    - c. Nystrom; RHPA Series.
  2. Performance characteristics:
    - a. Cover and curb shall be thermally broken to prevent heat transfer between interior and exterior surfaces.
    - b. Cover shall be reinforced to support a minimum live load of 40 psf with a maximum deflection of 1/150th of the span or 20 psf wind uplift.
    - c. Operation of the cover shall be smooth and easy with controlled operation throughout the entire arc of opening and closing.
    - d. Operation of the cover shall not be affected by temperature.
    - e. Entire hatch shall be weather tight with fully welded corner joints on cover and curb.
  3. Type and Size: Single-leaf lid, 36 by 30 inches (as required to fit existing opening).
  4. Curb: 12" in height, fabricated from 11 gauge aluminum. Interior and exterior surfaces shall be thermally broken to minimize heat transfer and to resist condensation. The curb shall be formed with a 5-1/2" flange with 7/16" holes provided for securing to the roof deck. The curb shall be equipped with an integral metal capflashing of the same gauge and material as the curb, fully welded at the corners, that features the Bil-Clip® flashing system, including stamped tabs, 6" on center, to be bent inward to hold single ply roofing membrane securely in place.
  5. Insulation: Glass-fiber board.
  6. Interior Lid Liner: Manufacturer's standard metal liner of same material and finish as outer metal lid.
  7. Exterior Curb Liner: Manufacturer's standard metal liner of same material and finish as metal curb.
  8. On ribbed or fluted metal roofs, form flange at perimeter bottom to conform to roof profile.
  9. Fabricate units to minimum height of 12 inches, unless otherwise indicated.
  10. Sloping Roofs: Where slope or roof deck exceeds 1/4-inch per foot, fabricate hatch curbs with height tapered to match slope to level tops of units.
  11. Hardware: Galvanized steel spring latch with turn handles, butt- or pintle-type hinge system, and padlock hasps inside and outside.
    - a. Lifting mechanism: Compression spring operators enclosed in telescopic tubes to provide smooth and controlled cover operation throughout the entire arc of opening and closing. The upper tube is the outer tube to prevent accumulation of moisture and debris inside the lower tube assembly.

- b. Cover to automatically lock in the open position with a rigid hold-open arm equipped with a 1-inch diameter vinyl grip handle.
- B. Ladder-Assist Post: Roof-hatch manufacturer's standard device for attachment to roof-access ladder.
1. Operation: Post locks in place on full extension; release mechanism returns post to closed position.
  2. Height: 42 inches above finished roof deck.
  3. Material: Steel tube.
  4. Post: 1-5/8-inch- diameter pipe.
  5. Finish: Manufacturer's standard baked enamel or powder coat.
- C. Safety Railing System: Complete railing system including rails, clamps, fasteners, safety barrier at railing opening, top rail, mid rail, self-closing swinging gate, and accessories required for a complete installation; attached to roof hatch and complying with OSHA Fall Protection 29 CFR 1910.23 requirements and authorities having jurisdiction.
1. Test Load: 200 lbs.
  2. Height: 42 inches above finished roof deck.
  3. Pipe or Tube: 1-1/4-inch ID galvanized pipe or 1-5/8-inch OD galvanized tube.
  4. Pipe Ends and Tops: Covered or plugged with weather-resistant material.
  5. Provide weep holes or another means to drain entrapped water in hollow sections of handrail and railing members that are exposed to exterior or to moisture from condensation or other sources.
  6. Fabricate joints that will be exposed to weather in a watertight manner.
  7. Close exposed ends of handrail and railing members with prefabricated end fittings.
  8. Fasteners: Manufacturer's standard.
  9. Color: Manufacturer's standard, safety yellow.
  10. Product: Subject to compliance with requirements, provide one of the following:
    - a. Ellis Ladder Improvements, Inc.; HatchSafe Model HSF.
    - b. Key Safety; KeeHatch Safety Railing System.
    - c. Safe Pro, LP; Roof Hatch Rails.

## 2.5 ROOF ANCHOR SYSTEM

- A. Fall Protection Anchor: Hot dipped galvanized, welded steel anchors consisting of steel base plates and post with stainless steel U-bolt.
1. Basis of Design Product: Subject to compliance with requirements, provide **Thaler; FARA- NS Fall Arrest Roof Anchor** or comparable product by one of the following:
    - a. RoofTop Anchor, Inc.; Axis Anchor Products.
    - b. Pro-Bel Group.
    - c. Tie Down Engineering.
  2. Anchor Post: HSS 4-1/2 inch, Schedule 80
  3. Base Plate: 8" Square
  4. Back Plate: 12" Square

5. Plate thickness: 3/4"
6. Overall Post Height: 24"
7. Strength Rating: 5,000 lbs.
8. Working Load: 1800 lbs.

## 2.6 HORIZONTAL LIFELINE SYSTEM

### A. Horizontal Lifeline System:

1. Basis of Design Product: Subject to compliance with requirements, provide **Thaler; K-700 Easy Slider** or comparable product by one of the following:
  - a. Guardian Fall Protection.
  - b. RoofTop Anchor, Inc.; Axis Anchor Products.
  - c. Pro-Bel Group.
  - d. Tie Down Engineering.
2. Cable: Stainless steel, 3/8" inch minimum diameter cable, 14,400 lbs minimum breaking strength with permanently or mechanically swaged cable ends.
3. Data plate: Ensure non-corrosive data plate stating Maximum Service Capacity of cable, Manufacturer's Name, Serial No., Manufacturing Date, rated load and other pertinent information is prominently displayed at cable system entry points.
4. Tensioner: Stainless steel turnbuckle to ASTM A167, Type 316.
5. Harness: Manufacturer's standard full body harness with double shock absorber lanyard.

### B. Roofing Signage: At entry points to roof, provide OSHA compliant signage stating that anyone accessing the roof is required to wear a harness and tie-off to fall protection anchor system.

1. Provide custom language to coordinate with Owner requirements in addition to the word "Danger" in white lettering with red background.
2. Sign Size: Minimum 10 by 14 inches.

## 2.7 ROOF DRAINS

### A. Aluminum, Large-Sump, General-Purpose Roof Drains:

1. Basis of Design Product: Subject to compliance with requirements, provide the following, or equal:
  - a. **OMG Roofing Products; Hercules RetroDrain.**
2. Size: As indicated or as required to suit existing piping.
3. Standard: ANSI/SPRI RD-1.
4. Drain Body:
  - a. Material: 1-piece, 11-gauge (0.125-inch) spun aluminum.
  - b. Flange: 17-1/2-inch diameter.
  - c. Drain Stem Length: 12 inches.
  - d. Flange Includes: Six 2-1/2-inch-long aluminum studs.

- e. Sump Area: Depressed.
5. Strainer Dome:
- a. Material: Cast aluminum.
  - b. Height: 7.25 inches.
  - c. Outside Base Diameter: 9.77 inches.
6. Clamping Ring:
- a. Material: Cast aluminum.
  - b. Gravel Stop Height: 1.2 inches.
  - c. Drainage Slots: 18 V-shaped.
  - d. Bosses: 6, to accept studs on flange.
7. Backflow Seal:
- a. Compression Seal: Watertight, "U-Flow" mechanical seal.
  - b. Material: Polyamide and EPDM rubber.
  - c. Required for Activation: "U-Flow" screwdriver.
8. Hardware:
- a. Locknuts: 6, stainless steel, for studs.
  - b. Screws: 3, stainless steel, to attach strainer to clamping ring.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions, and other conditions affecting performance of work.
- 1. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored and is ready to receive roof accessories.
  - 2. Verify dimensions of roof openings for roof accessories.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

#### 3.2 INSTALLATION

- A. General: Install roof accessories according to manufacturer's written instructions. Anchor roof accessories securely in place and capable of resisting forces specified. Use fasteners, separators, sealants, and other miscellaneous items as required for completing roof accessory installation. Install roof accessories to resist exposure to weather without failing, rattling, leaking, and fastener disengagement.
- B. Install roof accessories to fit substrates and to result in watertight performance.

- C. Install roof accessories level, plumb, true to line and elevation, and without warping, jogs in alignment, excessive oil canning, buckling, or tool marks.
- D. Roof Hatch Installation:
  - 1. Check roof hatch for proper operation. Adjust operating mechanism as required. Clean and lubricate joints and hardware.
- E. Install roof drains at low points of roof areas according to roof membrane manufacturer's written installation instructions and in locations indicated.
  - 1. Install flashing collar or flange of roof drain to prevent leakage between drain and adjoining roofing. Maintain integrity of waterproof membranes where penetrated.
  - 2. Install expansion joints, if indicated, in roof drain outlets.
  - 3. Position roof drains for easy access and maintenance.
- F. Seal joints with elastomeric sealant as required by manufacturer of roof accessories, in accordance with Division 07 Section "Joint Sealants."

### 3.3 FALL PROTECTION INSTALLATION

- A. Install roof anchors in accordance with approved shop drawings and manufacturer's recommendations.
- B. Install all work true, level, tightly fitted and flush with adjacent surfaces as required.
- C. Adjust and leave equipment in proper working order.
- D. Complete "Initial Inspection – Certification for Use" form included in Equipment Manual & Inspection Log Book.
- E. All anchors relying upon chemical adhesive fasteners to be 100% tested on site using load cell test apparatus in accordance with manufacturer's recommendations.

### 3.4 TOUCH UP

- A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

### 3.5 CLEANING

- A. Clean exposed surfaces according to manufacturer's written instructions.

END OF SECTION 07 7200



## SECTION 07 7253 - SNOW GUARDS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Rail-type, seam-mounted snow guards for standing seam metal roofing.
- B. Related Section:
  - 1. Division 07 Section "Standing-Seam Metal Roof Panels" for installation of rail-type, seam mounted snow guards.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for snow guards.
- B. Shop Drawings: Include roof plans showing layouts and attachment details of snow guards.
  - 1. Include calculation of number and location of snow guards based on snow load, roof slope, roof type, components, spacings, and finish.
- C. Samples:
  - 1. Base, bracket, and 12-inch- long rail.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: For each type of snow guard, for tests performed by manufacturer and witnessed by a qualified testing agency.

## PART 2 - PRODUCTS

## 2.1 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: Provide snow guards that withstand exposure to weather and resist thermally induced movement without failure, rattling, or fastener disengagement due to defective manufacture, fabrication, installation, or other defects in construction.
1. Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.
- B. Structural Performance: In accordance with the Rhode Island State Building Code.
1. Refer to Snow Retention Design Results appended to this Section.

## 2.2 RAIL-TYPE SNOW GUARDS

- A. Seam-Mounted, Rail-Type Snow Guards:
1. Basis-of-Design Product: Subject to compliance with requirements, provide the following, or equal:
    - a. **Metal Roof Innovations, Ltd.; S-5! ColorGard.**
  2. Clamps: Manufactured from 6061-T6 aluminum extrusions conforming to ASTM B221 or aluminum castings conforming to ASTM B85 and to AA Aluminum Standards and Data; clamp profile as required to suit standing seam profile.
    - a. Set screws: 300 Series stainless steel, 18-8 alloy, 3/8-inch diameter, with round nose point.
    - b. Attachment bolts: 300 Series stainless steel, 18-8 alloy, 8 mm or 10 mm diameter, hex flange bolt.
  3. Cross Members: Manufactured from 6061-T6 or 6005-T5 aluminum extrusions conforming to ASTM B221 or aluminum castings conforming to ASTM B85 and to AA Aluminum Standards and Data.
    - a. Receptacle in face to receive color-matched metal strips.
    - b. Provide splice connectors ensuring alignment and structural continuity at end joints.
  4. Color Insert: Manufacturer's standard aluminum, 2-inch wide color strip in color to match standing seam metal roof panels.
  5. Snow and Ice Clips: Aluminum with rubber foot, minimum 3 inches wide.
    - a. Model: SnoClip III or SnapClip III for standing seam heights 1.75" to 3".

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances, snow guard attachment, and other conditions affecting performance of the Work.
  - 1. Verify compatibility with and suitability of substrates including compatibility with existing finishes or primers.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Clean and prepare substrates for bonding snow guards.
- B. Prime substrates according to snow guard manufacturer's written instructions.

### 3.3 INSTALLATION

- A. Install snow guards according to manufacturer's written instructions.
- B. Attachment for Standing-Seam Metal Roofing:
  - 1. Do not use fasteners that will penetrate metal roofing or fastening methods that void metal roofing finish warranty.
- C. ColorGard Snow Retention System:
  - 1. Place clamps at each seam.
  - 2. Place clamps in straight, aligned rows.
  - 3. Place both set screws on same side of clamp.
  - 4. Tighten set screws to manufacturer's recommended torque. Randomly test set screw torque using calibrated torque wrench.
  - 5. Insert color-matched metal strips into cross members, staggering strips to cover cross member joints.
  - 6. Attach cross members to clamps; tighten bolts to manufacturer's recommended torque.
  - 7. Install splice connectors at cross member end joints.
  - 8. Do not cantilever cross members more than 4 inches beyond last clamp at ends.
  - 9. Install one SnoClip or SnapClip per panel between panel seams.
    - a. SnoClips: slide onto cross member before securing cross member to clamps
    - b. SnapClips: Secure SnapClip III to back side of cross member using stainless steel #10 x ½ inch screw.

END OF SECTION 07 7253



## SECTION 07 9200 - JOINT SEALANTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Urethane joint sealants.

#### 1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
  - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
  - 2. Submit not fewer than eight pieces of each type of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
  - 3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
  - 4. For materials failing tests, obtain joint-sealant manufacturer's written instructions for corrective measures including use of specially formulated primers.
  - 5. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

#### 1.5 ACTION SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.

- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of joint sealant and accessory, signed by product manufacturer.
- B. Qualification Data: For Installer.
- C. Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- D. Product Test Reports: Based on comprehensive testing of product formulations performed by a qualified testing agency, indicating that sealants comply with requirements.
- E. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
  - 1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
  - 2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
- F. Warranties: Special warranties specified in this Section.

## 1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized Installer who is approved or licensed for installation of elastomeric sealants required for this Project.
- B. Source Limitations: Obtain each type of joint sealant through one source from a single manufacturer.

- C. Product Testing: Test joint sealants using a qualified testing agency.
  - 1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
  - 2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
- D. Mockups: Build mockups incorporating sealant joints, as follows, to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution:
  - 1. Joints in mockups of assemblies specified in other Sections that are indicated to receive elastomeric joint sealants, which are specified by reference to this Section.
  - 2. Each type of sealant and joint substrate indicated.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."

## 1.8 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

## 1.9 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which elastomeric sealant manufacturer agrees to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period for Urethane: Five years from date of Substantial Completion.

- C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:
1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
  2. Disintegration of joint substrates from natural causes exceeding design specifications.
  3. Mechanical damage caused by individuals, tools, or other outside agents.
  4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. **Compatibility:** Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. **VOC Content of Interior Sealants:** Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
1. Architectural Sealants: 250 g/L.
  2. Sealant Primers for Nonporous Substrates: 250 g/L.
  3. Sealant Primers for Porous Substrates: 775 g/L.
- C. **Liquid-Applied Joint Sealants:** Comply with ASTM C 920 and other requirements indicated for each liquid-applied joint sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- D. **Stain-Test-Response Characteristics:** Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. **Colors of Exposed Joint Sealants:** As selected by Architect from manufacturer's full range.

### 2.2 URETHANE JOINT SEALANTS

- A. **Single-Component, Nonsag, Urethane Joint Sealant:** ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
1. **Products:** Subject to compliance with requirements, provide one of the following:
    - a. BASF Corporation-Construction Systems; MasterSeal NP 1.
    - b. Pecora Corporation; Dynatrol I-XL.
    - c. Sika Corporation, Construction Products Division; Sikaflex - 1a.
    - d. Tremco; Dymonic.

- B. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 50, for Use NT.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. BASF Corporation-Construction Systems; MasterSeal NP 2.
    - b. Pecora Corporation; Dynatrol II.
    - c. Sherwin Williams; Loxon 2K NS.
    - d. Tremco; Dymeric 240 FC.

### 2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

### 2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
    - c. Unglazed surfaces of ceramic tile.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glass.
    - c. Porcelain enamel.
    - d. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates, where recommended in writing by joint-sealant manufacturer, based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

- C. Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
1. Do not leave gaps between ends of sealant backings.
  2. Do not stretch, twist, puncture, or tear sealant backings.
  3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
1. Place sealants so they directly contact and fully wet joint substrates.
  2. Completely fill recesses in each joint configuration.
  3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
1. Remove excess sealant from surfaces adjacent to joints.
  2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- G. Installation of Preformed Foam Sealants: Install each length of sealant immediately after removing protective wrapping, taking care not to pull or stretch material, producing seal continuity at ends, turns, and intersections of joints. For applications at low ambient temperatures where expansion of sealant requires acceleration to produce seal, apply heat to sealant in compliance with sealant manufacturer's written instructions.
1. Apply a thin bead of sealant to the end of the silicone facing only.
  2. Peel off release paper to expose mounting adhesive on one face of material. Feed material into joint, working sequentially in one direction starting at the bottom of the joint. Recess 3/8-inch from wall surface.
  3. When material is fully expanded against both sides of the joint, install corner caulking bead where the sealant facing meets the substrate.

### 3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior and exterior joints in vertical surfaces and horizontal nontraffic surfaces.
1. Joint Locations:
    - a. Joints at reglet flashing.
    - b. Other joints as indicated.
  2. Urethane Joint Sealant: Multicomponent, nonsag, Class 50.
  3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors, for each material.

END OF SECTION 07 9200

## SECTION 08 3113 - ACCESS DOORS AND FRAMES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Access doors and frames.
- B. Related Requirements:
  - 1. Division 07 Section "Roof Accessories" for roof hatches.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
  - 1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes.
- B. Samples: For each type of access door and frame and for each finish specified, complete assembly minimum 6 by 6 inches in size.
- C. Product Schedule: For access doors and frames.

### PART 2 - PRODUCTS

#### 2.1 ACCESS DOORS AND FRAMES

- A. Exterior Aluminum Flush Access Doors:
  - 1. Basis of Design Product: Subject to compliance with requirements, provide the following or equal:
    - a. **Acudor; LT-4000.**

2. Description: Weatherproof assembly, with face of door fit flush with frame and with exposed frame. Include extruded door gaskets and minimum 3/4-inch-thick Type 3 EPS insulation.
3. Location: Wall.
4. Hinges: Continuous aluminum piano hinge with exposed knuckle.
5. Gasketing: 1/8 by 3/8 inch closed cell neoprene gasketing.
6. Door Size: As indicated on Drawings, to suit existing wall opening.
7. Aluminum Sheet for Door: Nominal 0.064 inch, with mill finish.
8. Frame Material: Nominal 0.080 inch, 1-1/2 inch deep frame with mill finish.
9. Latch and Lock: Prepared for mortise cylinder.

## 2.2 MATERIALS

- A. Aluminum Extrusions: ASTM B221, Alloy 6063.
- B. Aluminum Sheet: ASTM B209, alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.
- C. Frame Anchors: Same material as door face.
- D. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A153/A153M or ASTM F2329.

## 2.3 FABRICATION

- A. General: Provide access door and frame assemblies manufactured as integral units ready for installation.
- B. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- C. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
  1. For concealed flanges with drywall bead, provide edge trim for gypsum panels securely attached to perimeter of frames.
  2. For concealed flanges with plaster bead for full-bed plaster applications, provide zinc-coated expanded-metal lath and exposed casing bead welded to perimeter of frames.
- D. Latch and Lock Hardware:
  1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
  2. Keys: Furnish two keys per lock and key all locks alike.
  3. Mortise Cylinder Preparation: Where indicated, prepare door panel to accept cylinder.
- E. Aluminum: After fabrication, apply manufacturer's standard protective coating on aluminum that will come in contact with concrete.

## 2.4 FINISHES

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for installing access doors and frames.

### 3.3 ADJUSTING

- A. Adjust doors and hardware, after installation, for proper operation.

END OF SECTION 08 3113



## SECTION 09 9100 - PAINTING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes surface preparation and the application of paint systems on the following substrates:
  - 1. Interior wood blocking at roof hatches.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Architect will select from standard colors and finishes available.

#### 1.3 DEFINITIONS

- A. General: Standard coating terms defined in ASTM D 16 apply to this Section.
  - 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
  - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
  - 3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
  - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
  - 1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
  - 2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.
  - 3. Certification by the manufacturer that products supplied comply with Rhode Island Ozone Transportation Commission (OTC) regulations controlling use of volatile organic compounds (VOCs).

- B. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Step coats on Samples to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- C. Qualification Data: For firms and persons specified in the “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- D. Product List: For each product indicated, include the following:
  - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  - 2. VOC content.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

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

#### 1.6 QUALITY ASSURANCE

- A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

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

#### 1.8 PROJECT CONDITIONS

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

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Benjamin Moore & Co.
  2. PPG Industries Inc. (PPG).
  3. Sherwin-Williams Co.

## 2.2 PAINT, GENERAL

- A. Material Compatibility:
1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- B. VOC Content for Interior Paints and Coatings:
1. All interior paints and coatings shall comply with the VOC content regulations of the Ozone Transportation Commission (OTC) effective in the State of Rhode Island. For interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
    - a. Flat Coatings: 100 g/L.
    - b. Nonflat Coatings: 150 g/L.
    - c. Nonflat-High Gloss Coatings: 250 g/L.
    - d. Primers, sealers and undercoaters: 200 g/L.
- C. Color: As selected by Architect to match existing colors.

## 2.3 INTERIOR PRIMERS

- A. Interior Wood Primer for Acrylic-Enamel Finishes: Factory-formulated acrylic-latex-based interior wood primer (**150 g/L**).
1. Benjamin Moore; Fresh Start Multi-Purpose Latex Primer N023: Applied at a dry film thickness of not less than 1.2 mils.
  2. PPG; 6-855 Interior Latex Enamel Undercoater: Applied at a dry film thickness of not less than 1.2 mils.
  3. Sherwin-Williams; Premium Wall and Wood Primer B28W08111 Series: Applied at a dry film thickness of not less than 1.8 mils.

## 2.4 INTERIOR PAINTS

- A. Interior Acrylic Enamel for Wood Surfaces: Factory-formulated semi-gloss acrylic latex enamel (**150 g/L**).
  - 1. Benjamin Moore; Advance Waterborne Interior Alkyd Semi-Gloss 793: Applied at a dry film thickness of not less than 1.3 mils.
  - 2. PPG; 6-500 Series SpeedHide Interior Semi-Gloss Acrylic Latex: Applied at a dry film thickness of not less than 1.4 mils.
  - 3. Sherwin-Williams; ProMar 200 Zero VOC Interior Latex Semi-Gloss B31-2600 Series: Applied at a dry film thickness of not less than 1.7 mils.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Wood: 15 percent.
- C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.
- D. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
  - 1. Notify Architect about anticipated problems when using the materials specified over substrates primed by others.
- E. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.
  - 1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.
- B. Remove hardware, plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.
- D. Wood Substrates:
1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
  2. Sand surfaces that will be exposed to view, and dust off.
  3. Prime edges, ends, faces, undersides, and backsides of wood.
  4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions.
1. Use applicators and techniques suited for paint and substrate indicated.
  2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

### 3.4 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.5 INTERIOR PAINTING SCHEDULE

- A. Wood: Provide the following paint finish systems over new interior wood surfaces:
  - 1. Semi Gloss Acrylic-Enamel Finish: Two finish coats over a wood primer.
    - a. Primer: Interior wood primer for acrylic-enamel finishes.
    - b. Finish Coats: Interior acrylic enamel for wood surfaces.

END OF SECTION 09 9100

## SECTION 23 0713 - DUCT INSULATION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes insulating the following:
  - 1. Outdoor, exposed existing ducts, with mineral-fiber board insulation, foam insulation board, and a field-applied, self-adhesive weather barrier outdoor jacket.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include thermal conductivity, water-vapor permeance, thickness, and field-applied jackets.
- B. Sustainable Design Submittals:
  - 1. Product Data: For adhesives, indicating VOC content.
  - 2. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
- C. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
  - 1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
  - 2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
  - 3. Detail application of field-applied jackets.
  - 4. Detail application at linkages of control devices.
- D. Samples: For each type of insulation and jacket indicated. Identify each Sample, describing product and intended use. Sample sizes are as follows:
  - 1. Sheet Form Insulation Materials: 12 inches square.
  - 2. Sheet Jacket Materials: 12 inches square.
  - 3. Manufacturer's Color Charts: For products where color is specified, show the full range of colors available for each type of finish material.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer.
- B. Material Test Reports: From a qualified testing agency acceptable to authorities having jurisdiction indicating, interpreting, and certifying test results for compliance of insulation materials, sealers, attachments, cements, and jackets, with requirements indicated. Include dates of tests and test methods employed.
- C. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Skilled mechanics who have successfully completed an apprenticeship program or another craft training program certified by the Department of Labor, Bureau of Apprenticeship and Training.
- B. Mockups: Before installing insulation, build mockups for each type of insulation and finish listed below to demonstrate quality of insulation application and finishes. Build mockups in the location indicated or, if not indicated, as directed by Architect. Use materials indicated for the completed Work.
  - 1. Ductwork Mockups:
    - a. One 10-foot section each of rectangular and round straight duct.
    - b. One each of a 90-degree mitered round and rectangular elbow, and one each of a 90-degree radius round and rectangular elbow.
    - c. One rectangular branch takeoff and one round branch takeoff from a rectangular duct. One round tee fitting.
    - d. One rectangular and round transition fitting.
    - e. Four support hangers for round and rectangular ductwork.
    - f. Each type of damper and specialty.
  - 2. For each mockup, fabricate cutaway sections to allow observation of application details for insulation materials, adhesives, mastics, attachments, and jackets.
  - 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 4. Obtain Architect's approval of mockups before starting insulation application.
  - 5. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
  - 6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 7. Demolish and remove mockups when directed.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaging: Insulation material containers shall be marked by manufacturer with appropriate ASTM standard designation, type and grade, and maximum use temperature.

## 1.7 SCHEDULING

- A. Complete installation and concealment of plastic materials as rapidly as possible in each area of construction.

## PART 2 - PRODUCTS

## 2.1 INSULATION MATERIALS

- A. Products shall not contain asbestos, lead, mercury, or mercury compounds.
- B. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.
- C. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.
- D. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.
- E. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation with factory-applied FSK jacket. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. CertainTeed Corporation.
    - b. Johns Manville; a Berkshire Hathaway company.
    - c. Knauf Insulation.
    - d. Owens Corning.
- F. Mineral-Fiber, Pipe and Tank Insulation: Mineral or glass fibers bonded with a thermosetting resin. Semirigid board material with factory-applied FSK jacket complying with ASTM C 1393, Type II or Type IIIA Category 2, or with properties similar to ASTM C 612, Type IB. Nominal density is 2.5 lb/cu. ft. or more. Thermal conductivity (k-value) at 100 deg F is 0.29 Btu x in./h x sq. ft. x deg F or less. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
  1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. CertainTeed Corporation.
    - b. Johns Manville; a Berkshire Hathaway company.
    - c. Knauf Insulation.
    - d. Owens Corning.

## 2.2 ADHESIVES

- A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.
  - 1. Adhesives shall have a VOC content of 50 g/L or less.
- B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Childers Brand; H. B. Fuller Construction Products.
    - b. Eagle Bridges - Marathon Industries.
    - c. Foster Brand; H. B. Fuller Construction Products.
    - d. Mon-Eco Industries, Inc.
  - 2. Fiberglass adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

## 2.3 SELF-ADHESIVE, FIELD-APPLIED, OUTDOOR JACKETS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide **Polyguard Products, Inc.; Alumaguard All-Weather** or comparable product by one of the following:
  - 1. 3M.
  - 2. MFM Building Products Corp.
- B. General Requirements for Self-Adhesive Outdoor Jacket: Laminated vapor barrier and waterproofing membrane with perm rating of 0.00 perm, when tested according to ASTM E 96/E 96M, for installation over either fiberglass or foam board insulation located above ground outdoors; consists of a foil polymer laminated film with a coating of rubberized bituminous compound or acrylic adhesive that allows membrane to self-adhere to the substrate.
- C. Alumaguard All-Weather: Hybrid product combining the UV-resistant aluminum foil/polymer laminate and rubberized asphalt used in the Alumaguard product, with a metalized film coated with low temperature acrylic adhesive.
  - 1. Alumaguard All-Weather Membrane Thickness: 35-mil.
  - 2. Alumaguard All-Weather with Cool Wrap Coating Thickness: 38-mils.
    - a. Solar Reflectance, CRRC Initial Rating: 0.86.
    - b. Solar Reflectance, CRRC 3-Year Rating: 0.77.
    - c. Thermal Emittance, CRRC Initial Rating: 0.82.
    - d. Thermal Emittance, CRRC 3-Year Rating: 0.86.

## 2.4 ACCESSORIES

- A. Air Release Valve: For installation at bottom of duct to release air pressure. Air release valve contains a small spring which is actuated when pressure builds up to 0.1 psi.
  - 1. Basis-of-Design Product: Subject to compliance with requirements, provide **Polyguard Products, Inc.; Alumaguard Air Release Valve**, or comparable product by one of the following:
    - a. 3M.
    - b. MFM Building Products Corp.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for installation and other conditions affecting performance of insulation application.
  - 1. Verify that systems and equipment to be insulated have been tested and are free of defects.
  - 2. Verify that surfaces to be insulated are clean and dry.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 GENERAL INSTALLATION

- A. The contractor shall verify and obtain the latest installation instructions from the manufacturer prior to any work being done.

### 3.1 OUTDOOR, FIELD-APPLIED JACKET INSTALLATION

- A. Seal ducts in accordance with SMACNA HVAC Duct Construction Standards Metal and Flexible - Second Edition (1995) Seal Class A (or latest version of SMACNA) prior to installation of insulation and the outdoor, field-applied jacket. Leaking ducts can cause the jacket to balloon since the jacket system will be air tight.
- B. Install outdoor, field-applied jacket on ductwork insulation pitched to shed water and prevent water ponding on top of the duct.
- C. Fiberglass, urethane, or phenolic foam insulations must have a factory applied FSK facing. Extruded or expanded polystyrene may be faced or unfaced. Contractor is responsible for testing adhesion to any substrate; there are products that have manufacturing release agents (Densglas gold) which will not allow adhesion.
- D. Substrate surfaces must be clean, dry, and free of oil films.

- E. Hot and cold air duct installation for proper maintenance of vapor barrier and physical integrity:
1. Board insulation is mechanically installed on properly sealed duct according to the specifications using insulation fasteners (mini-cup weld pins or perf. based pins and washers).
  2. Washers are covered with a 4-inch square piece of smooth foil tape prior to jacketing the ductwork to prevent the puncture of the outer membrane by the fasteners.
  3. Insulation on the top of the ductwork is installed to allow for the water to shed from the top of the duct and to prevent water from ponding on the top of the duct.
- F. Follow one of the options below for the installation of the outdoor, field-applied jacket depending on the jacket product and the duct sizes:
1. One Piece Installation.
  2. Two Piece Installation.
  3. Three Piece Installation.
  4. Four Piece Installation.
- G. Select the correct outdoor, field-applied jacket when installing in temperatures below 50 deg F.
- H. Protect outdoor, field-applied jackets from damaging chemicals. Solvation will occur to the rubberized bitumen when exposed to petroleum or coal tar based compounds. Contact the manufacturer immediately for more information if there is doubt, before any chemical interaction.
- I. Allow each piece of the outdoor, field-applied jacket to stretch by using a 6-inch lap over the circumferential lap, and a 4-inch wide butt lap or overlap over the joint, and then roll with a roller. Position longitudinal laps at a water shed position.
- J. Do not pre-apply the outdoor, field-applied jacket to fabricated insulation unless metal banding is used. Outdoor, field-applied jackets are not mechanical fastening systems and will not hold the insulation on the duct.
- K. On hot systems insure that the surface temperature after insulation installation does not exceed the manufacturer's upper temperature use limitations. Heat transfer through single layer joint seams could result in the softening or melting of the rubberized asphalt compound.
- L. Lay out duct tees and branches using standard sheet metal two-piece methods, modified to allow for overlap seals. Add 1-1/2 inches to 2-inches to the throat of the bottom half of the fitting. Add 1-1/2 inches to the heel of the top half of the fitting. The bottom piece is installed first, and then the top piece lapped over the bottom piece to permit water shedding over the lap. Tees and fittings can be fabricated using standard layout procedures, adding 1-1/2 inches to 2-inches for the required laps. Fittings can also be gored. Oversize each gore piece to allow for a lap onto the preceding piece. The two-piece method makes a better looking fitting, however, as with metal work, larger fittings must be gored due to material constraints and ease of application. Standard metal fitting covers can also be used with the outdoor, field-applied jacket products. Insure that the fittings are vapor sealed.

3.2 FIELD QUALITY CONTROL

- A. Testing Agency: Engage a qualified independent inspecting agency to perform field inspections and prepare inspection reports.
- B. Perform the field tests and inspections and prepare test reports:
  - 1. Inspect the jackets on the exterior ductwork, piping, and equipment.
- C. All jacketing applications will be considered defective Work if sample inspection reveals noncompliance with requirements. Remove defective Work.
- D. Install new insulation and jackets to replace insulation and jackets removed for inspection. Repeat inspection procedures after new materials are installed.
- E. Obtain written confirmation from jacket manufacturer that completed installation meets manufacturer's installation requirements.

END OF SECTION 23 0713

