

PROJECT MANUAL

Alton Jones Utility Power for Explosive Lab

**University of Rhode Island
Alton Jones Campus**

April 3, 2015

084-1255.07
AD.G.FLDL.2013.001

Owner: State of Rhode Island Board of Education, University of Rhode Island, and
State of Rhode Island

In care of: Dept. of Capital Projects
University of Rhode Island
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Attn: Robert Schultz

Design Agent: Thompson Consultants Inc. (TCI)
525 Mill St. Marion, MA 02738
Attn: Michael Shields, PE

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ARTICLE 1 – DEFINITIONS

1.1 Bidding Documents include the Bidding and Contract Requirements and the proposed Contract Documents. The Bidding and Contract Requirements consist of the Invitation to Bid, Instructions to Bidders, Supplemental Instructions to Bidders, the Bid Form, and other sample bidding and contract forms. The Contract Documents consist of the Purchase Order and any documents referenced therein such as the Bid received, the Purchase Order Terms and Conditions, the Agreement Form between the Owner and the Contractor, the General Conditions, Supplemental General Conditions, Drawings, Specifications, and Addenda issued prior to issuance of a Purchase Order, as well as amendments to these documents which may occur during the Work in accordance with terms of the Contract.

1.2 Definitions set forth in Document 00 7000 – General Conditions, or in other Contract Documents, are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Purchaser prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform Work described in the Bidding Documents as the base, to which Work may be added, or from which Work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services, or a portion of the Work as described in the Bidding Documents.

1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

1.10 Supplemental Instructions to Bidders are those additional instructions which are unique to this project or amend the instructions in this Document. It follows this document as Document 00 2115.

ARTICLE 2 – BIDDER'S REPRESENTATION

2.1 The Bidder by making a Bid represents that:

2.1.1 The Bidder has read and understands the Bidding Documents, or Contract Documents, to the extent that such

documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

2.1.2 The Bid is made in compliance with the Bidding Documents.

2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents. Claims for additional costs will not be accepted due to the Bidder's lack of knowledge of verifiable existing conditions.

2.1.4 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

ARTICLE 3 – BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Plans and specifications are available for download from the RI Division of Purchases website at www.purchasing.ri.gov . No deposit is required.

3.1.2 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor the Design Agent assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

3.1.3 Copies of the Bidding Documents are made available on the above terms, only through the website of the RI Division of Purchases, for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 The Bidder shall carefully study and compare parts of the Bidding Documents with each other, and with other work being bid concurrently, or presently under construction, to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the representative of the Purchaser all errors, inconsistencies or ambiguities discovered. Purchaser contact information is available in Section 00 7100 - Supplemental General Conditions.

3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Purchaser at least ten days prior to the date for receipt of Bids.

3.2.3 Interpretations, corrections, and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections, and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

3.3 SUBSTITUTIONS

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

3.3.2 No substitutions will be considered prior to receipt of Bids unless a written request for approval has been received by the Purchaser at least ten (10) workdays prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth such changes in other materials, equipment, or other portions of the Work including changes in the Work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the

merit of the proposed substitution is upon the proposer. The Design Agent's decision of approval or disapproval of a proposed substitution shall be final.

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

3.3.4 No substitutions will be considered after the Contract Award unless specifically provided for in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda instructions will be posted on the RI Purchasing website. Bidders are responsible for checking for Addenda.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that Purpose.

3.4.3 Addenda will be issued no later than five (5) workdays prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids, or one which includes postponement of the date of receipt of Bids.

3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt on the Bid Form.

ARTICLE 4 – BIDDING PROCEDURES

4.1 PREPARATION OF BIDS

4.1.1 Bids shall be submitted on the forms included with the Bidding Documents, covered by a properly completed certification form as identified in Document 00 2115 – Supplemental Instructions to Bidders.

4.1.2 All blanks on the Bid Form must be legibly executed in a non-erasable medium.

4.1.3 Sums must be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

4.1.4 The signer of the Bid shall initial interlineations, alterations, and erasures.

4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".

4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the Bid Form, nor qualify the Bid in any other manner.

4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. The person, or persons legally authorized to bind the Bidder to a Contract, must sign each copy. A Bid by a corporation shall further indicate the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a Bid Security in the form and amount required. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such a Contract or

fail to furnish such bonds, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Paragraph 6.2.3.

4.2.2 The surety bond shall be written on the document bound herein as part of Document 00 4300 – Bid Security Form, or other form acceptable to the Purchaser. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.2.3 The Purchaser will have the right to retain the bid surety of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

4.3 SUBMISSION OF BIDS

4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the Purchaser and shall be identified with the Project name, the Bid No., the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted.

4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will not be considered.

4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.3.4 Oral, telephonic, facsimile, or other electronically transmitted Bids will not be considered.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder, except as provided for in the BOGHE Purchasing Rules and Regulations, during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

4.4.2 Prior to the time and date designated for the receipt of Bids, a submitted Bid may be modified or withdrawn by notice to the party receiving the Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the time and date set for receipt of Bids. A change shall be so worded as to not reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time and date designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

4.4.4 Bid Security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 – CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 The properly identified Bids received on time will be publicly opened and read aloud. An abstract of the Bids may be made available to Bidders.

5.2 REJECTION OF BIDS

5.2.1 The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security, or

other data required by the Bid Documents, or a Bid which is in any way incomplete or irregular may be subject to rejection. However, the Owner shall have the right to waive informalities and irregularities in a Bid received and to not reject a Bid if, in the Owner's judgement, it is in the Owner's own best interests.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgement, is in the Owner's own best interests.

5.3.1.1 Minority Business Enterprises: Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to Bidders other than the responsive Bid representing the lowest price, where:

- .1** the offer is fully responsive to the terms and conditions of the request;
- .2** the offer is determined to be within a competitive range (not to exceed 5 percent higher than the lowest responsive price offer) for the product or service;
- .3** the firm making the offer has been certified by the State of Rhode Island Department of Economic Development to be a small business concern meeting criteria established to be a Minority Business Enterprise.

5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 – POST BID INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

6.1.1 Bidders to whom award of Contract is under consideration shall submit to the Design Agent, upon request, a properly executed Qualification Statement, a copy of which is bound herein in Document 00 4500 - Bidder's Qualification Form, unless such a statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

6.2 SUBMITTALS

6.2.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner, and the Office of Capital Projects through the Design Agent in writing:

- .1** A designation of the Work to be performed with the Bidder's own forces;
- .2** Names of manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work
- .3** Names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work; and
- .4** Names of persons and dollar value of sub-contract Work to be performed by Minority Business Enterprises in accordance with the State's requirement that 10 percent of the dollar value of the Work performed against contracts for construction exceeding \$5,000.00 shall be performed by Minority Business Enterprises where it

has

been determined that sub-contract opportunities exist and where certified Minority Business Enterprises are available. A Bidder may count towards its MBE, DBE, or WBE goals 60 percent of its expenditures for materials and supplies required and obtained from MBE, DBE, or WBE regular manufacturers. Awards of this type shall be subject to approval by the Director of Administration of a Sub-Contracting Plan submitted by the Bidder receiving the Award.

- .5 The Bidder's Qualification Statement, if requested by the Design Agent during the scheduling of this meeting.
- .6 Trade Breakdowns for hourly charges to be used for any Time and Material work authorized during the project. Include calculations that show inclusion of overhead and profit percentages with labor rates and fringes.

6.2.2 The Bidder will be required to establish to the satisfaction of the Owner and the Design Agent the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

6.2.3 Prior to the issuance of a Purchase Order, the Design Agent will notify the Bidder in writing if either the Owner or the Design Agent, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or the Design Agent has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1) withdraw the Bid, or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid, or Alternate Bid, to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted Bid price, or disqualify the Bidder. In the event of either withdrawal or disqualification, Bid Security will not be forfeited.

6.2.4 Persons and entities proposed by the Bidder and to whom the Owner and Design Agent have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and the Design Agent.

ARTICLE 7 – PERFORMANCE BOND AND PAYMENT BOND

7.1 PAYMENT AND PERFORMANCE BONDING REQUIREMENTS

7.1.1 See Document 00 7100 for Project Bonding requirements.

7.1.2 If the furnishing of such bonds is stipulated in the Contract Documents, the cost shall be included in the Bid. If the furnishing of such bonds is stipulated after receipt of Bid, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

ARTICLE 8 – FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

The Agreement for the Work shall be the Owner's version of a Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum. A copy of the required Agreement form is bound herein as Document 00 5200 – Agreement Form.

END OF DOCUMENT

DOCUMENT 00 2115 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

TABLE OF ARTICLES

1. SPECIAL FEDERAL REQUIREMENTS
2. STATE REQUIREMENTS
3. BID BOND AMOUNT
4. BIDDER CERTIFICATION FORM TYPE
5. BID AWARD/ALTERNATES

ARTICLE 1 – FEDERAL REQUIREMENTS.

- 1.1** No NIH or Federal requirements.

ARTICLE 2 – STATE REQUIREMENTS

2.1 Bidders are advised to review and make themselves aware of RIGL 37-2-18 (PL 221) and the related Purchasing Rules and Regulations section 5.4.6.1.1 effective January 11,2011 and as amended, as they pertain to the requirement for a public copy of bids for Public Works contracts.

2.2 Bidders are also subject to the terms, conditions, and provisions of the latest versions of Chapters 2, 12, 13 and 14 of Title 37, general laws of the State of Rhode Island, 1956, as amended, including apprentice requirements of 13-3.1 and regulations promulgated there under which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises, and prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director.

2.3 In accordance with Purchasing Rules and regulations, at the time that a proposal is submitted, a bidder must also submit a redacted copy of the bid proposal in a PDF file format on a read only CD-R Media Disk (hereinafter referred to as a “CD”). Vendors are required to provide all documents submitted in response to the bid solicitation on the CD.

- a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not be accepted.
- b. Only readable, not writeable media is acceptable.
- c. Vendor is responsible for supplying their own CD-R media.
- d. Vendor is responsible for the integrity of the CD.

Failure of the bidder to submit a public copy on a readable CD as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.

ARTICLE 3 – BID BOND AMOUNT

3.1 A certified check or **Bid Bond** payable to the University of Rhode Island in an amount equal to Five Percent (5%) of the proposal shall be submitted with the bid.

ARTICLE 4 – BIDDER CERTIFICATION FORM

4.1 Bids shall be submitted on the forms included with the Bidding Documents, covered by a properly completed BOG/URI certification form which is provided as part of the Bidding Documents download package.

ARTICLE 5 – BID AWARD/ALTERNATES

- 5.1** Delete paragraph 5.3.2 in SECTION 00 2113 – INSTRUCTION TO BIDDERS and replace with the following:

“5.3.2 If accepted, and when there are multiple Alternates, Bidders are advised that it is the intent of the University to award the alternates in the order in which they appear, if it is deemed to be in the best interest of the University, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates selected.”

END OF DOCUMENT

DOCUMENT 00 4300 - BID SECURITY FORM

Know all men by these presents, that we _____
(insert name and address or legal title of Contractor)
as Principal, hereinafter called the Principal, and

(insert name and address or legal title of surety)
a corporation duly organized under the laws of the State of _____ as
Surety, hereinafter called the Surety, are held and firmly bound unto the Owner as defined in the Contract
Documents for URI Project # _____ as Obligee, hereinafter called the Obligee, in the sum of

(\$_____) for the payment of which sum
well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

(insert full name, address and description of project)

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

Signed and sealed this _____ day of _____,

Principal

Title

Witness

Title

Witness

Surety

END OF DOCUMENT

DOCUMENT 00 5200 - AGREEMENT FORM

Agreement made as of the date of issue of the Purchase Order for this Work.

Between the Owner:

See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

And the Contractor:

As defined in the Purchase Order.

The Project is:

See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

The Design Agent is:

See SUPPLEMENTAL GENERAL CONDITIONS, Article 1.

The Owner and Contractor agree as follows.

ARTICLE 1 THE CONTRACT DOCUMENTS

1.1 See GENERAL CONDITIONS, Article 1 as amended for enumeration of Contract Documents.

ARTICLE 2 THE WORK OF THIS CONTRACT

2.1 The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The Date of Commencement of the Work shall be the issue date of the Purchase Order from the University of Rhode Island for this Work.

3.2 The Contract Time shall be measured from the Date of Commencement.

3.3 The Contractor shall achieve Substantial Completion of the entire Work as follows: See SUPPLEMENTAL GENERAL CONDITIONS, Article 2, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.4 Liquidated Damages: See SUPPLEMENTAL GENERAL CONDITIONS, Article 3.

ARTICLE 4 CONTRACT SUM

4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be as shown on the Purchase Order, subject to additions and deductions as provided for in the Contract Documents.

4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
As per Purchase Order.

4.3 Unit prices, if any, are as follows:
As per pricing noted on Bid Form, referenced in Purchase Order.

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, the Owner shall make progress payments on account of the Contract Sum to the Contractor as detailed in the General Conditions as amended, in Sections 01 2000 and 01 2010 of the Specifications, and elsewhere in the Contract Documents.

5.2 FINAL PAYMENT

5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:

5.2.1.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of SECTION 00 7000-GENERAL CONDITIONS, and to satisfy other requirements, if any, which extend beyond final payment; and

5.2.1.2 a final Certificate of Payment has been issued by the Design Agent.

5.2.2 The Owner's final payment to the Contractor, less warranty retainage, shall be made no later than (1) when the Contractor has fully performed the Work of the Contract as provided in Subparagraph 5.2.1 above, and (2) 30 days after the issuance of the Design Agent's final Certificate of Payment.

ARTICLE 6 TERMINATION OR SUSPENSION

6.1 The Contract may be terminated by the Owner of the Contractor as provided in Article 14 of SECTION 00 7000-GENERAL CONDITIONS.

6.2 The Work may be suspended by the Owner as provided in Article 14 of SECTION 00 7000-GENERAL CONDITIONS.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of SECTION 00 7000-GENERAL CONDITIONS another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

- 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due as proscribed by the State of Rhode Island Prompt Payment Act.
- 7.3 See Section 00 7100-SUPPLEMENTAL GENERAL CONDITIONS for a listing of Owner and other defined entities.
- 7.4 The Contractor's representative is: As stated in minutes of the Pre-Award meeting.
- 7.5 In the absence of an emergency, neither the Owner's nor the Contractor's representative shall be changed without 10 days written notice to the other party.
- 7.6 If the Contractor fails to achieve Final Completion of the Project by the time established in 00 7100 - SUPPLEMENTAL GENERAL CONDITIONS due to inaction or negligence on the part of the Contractor or their agents, then the Owner reserves the right to complete the Work in accordance with SECTION 00 7000-GENERAL CONDITIONS, Paragraph 4.2-Owner's Right to Carry Out the Work.

This Agreement is entered into as of the date of the applicable Purchase Order and is assumed as executed once the Purchase Order is issued.

END OF DOCUMENT

DOCUMENT 00 6100 - PERFORMANCE BOND; PAYMENT BOND

PERFORMANCE BOND

CONTRACTOR (Name and Address):

SURETY(Name and Address):

OWNER (Name and Address):

CONSTRUCTION CONTRACT:

Date:

Amount:

Description(Name and Location):

BOND

Date(Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond('None' or 'See Last Page'):

CONTRACTOR AS PRINCIPAL

SURETY

Company: (corporate seal)

Company: (corporate seal)

Signature_____

Signature_____

Name and title:

Name and title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

OWNER’S REPRESENTATIVE:

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - 4.5 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.6 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 - 4.7 Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4;
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner its heirs, executors, administrators or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. DEFINITIONS

- 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
- 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (corporate seal)

Company: (corporate seal)

Signature _____

Signature _____

Name and title:

Name and title:

PAYMENT BOND

CONTRACTOR (Name and Address):

SURETY(Name and Address):

OWNER (Name and Address):

CONSTRUCTION CONTRACT:

Date:

Amount:

Description(Name and Location):

BOND

Date(Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond('None' or 'See Last Page'):

CONTRACTOR AS PRINCIPAL

Company: (corporate seal)

SURETY

Company: (corporate seal)

Signature_____

Name and title:

Signature_____

Name and title:

(Any additional signatures appear on last page)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT OR BROKER:

OWNER'S REPRESENTATIVE:

1. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suites by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the contractor furnishing and the Owner accepting this bond, they agree that all funds earned by the contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contraction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: (corporate seal)

SURETY
Company: (corporate seal)

Signature _____
Name and title:

Signature _____
Name and title:

END OF DOCUMENT

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.

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**TABLE OF ARTICLES**

1. GENERAL PROVISIONS	8. TIME
2. OWNER	9. PAYMENTS AND COMPLETION
3. CONTRACTOR	10. PROTECTION OF PERSONS AND PROPERTY
4. ADMINISTRATION OF THE CONTRACT	11. INSURANCE AND BONDS
5. SUBCONTRACTORS	12. UNCOVERING AND CORRECTION OF WORK
6. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS	13. MISCELLANEOUS PROVISIONS
7. CHANGES IN THE WORK	14. TERMINATION OR SUSPENSION OF THE CONTRACT
	15. SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS**1.1 BASIC DEFINITIONS****1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Purchase Order including its Terms and Conditions and referenced documents, the Agreement between Owner and Contractor (hereinafter Agreement), Conditions of the Contract (General, Supplemental and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Supplemental General Conditions 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. Unless specifically referenced in the Purchase Order or Supplemental General Conditions, the Contract Documents do not include other documents such as bidding requirements (advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or portions of Addenda relating to bidding requirements) .

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. Nothing in the Contract Documents shall be construed to create a contractual relationship of any kind (1) between the Design Agent and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Design Agent or (4) between any persons or entities other than the Owner and 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 services required by the Contract Documents, including all labor necessary to produce such construction, and all materials and equipment incorporated, or to be incorporated, therein. The Work may constitute the whole or a part of the Project.

1.1.4 THE PROJECT

The Project is the total construction described in the Agreement of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or 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 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

1.1.8 ADDITIONAL DEFINITIONS

See the Supplemental General Conditions for definitions of entities to these Contract Documents, including the Owner, Purchaser, Design Agent, Consultants and their roles, and Representatives for same. The Contractor is defined in the Purchase Order issued by URI.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 The intent of the Contract Documents is to include all items 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 as being necessary to produce the indicated results.

1.2.1.1 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

1. The Purchase Order.
2. The Agreement.
3. Addenda, with those of a later date having precedence over those of an earlier date.
4. The General Conditions of the Contract for Construction as amended by the Supplemental General Conditions.
5. Drawings and Specifications. In the event of inconsistencies between the Drawings and Specifications not covered by 1.2.1.3 below, the Design Agent shall be consulted and shall issue a determination.

1.2.1.2 All Work mentioned in contract Documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract Documents that such Work is to be done by others.

1.2.1.3 In the event of a conflict or inconsistency in or among the Contract documents, or between the Contract Documents and applicable codes in effect at the time the Contract Sum is bid or negotiated, the Contractor shall, unless directed otherwise in writing by the Owner, provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or Work.

1.2.1.4 The Contractor shall refer, and shall direct all Subcontractors to refer, to all of the Drawings, including those showing primarily the Work of the Mechanical, Electrical, and other specialized trades, and to all Sections of the Specifications. with particular attention to the Sections of Division 1 - General Requirements, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

1.2.1.5 Sections of Division 1 - General Requirements govern the execution of all Sections of the Specifications..

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

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

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined or (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document.

1.4 INTERPRETATION

1.4.1 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 EXECUTION OF CONTRACT DOCUMENTS

1.5.1 The Contract Documents shall be considered as executed by the Owner and Contractor once a Purchase Order is issued.

1.5.2 Submittal of a bid 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.

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

1.6.1 The Drawings, Specifications and other documents, including those in electronic form, prepared by the Design Agent and the Design Agent's consultants, describe the Work to be executed by the Contractor. Unless the Owner fails to pay the Design Agent, the Owner shall be deemed to have a license to utilize the Drawings, Specifications and other documents for the execution of this project and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Work detailed therein. In the event the Owner is adjudged to have failed to pay the Design Agent, licensing of such Drawings, Specifications and other documents, and all rights therein, shall revert to the Design Agent and its consultants. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Agent or the Design Agent's consultants. The Drawings, Specifications and other documents prepared by the Design Agent and the Design Agent's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner and Design Agent. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Agent and the Design Agent's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Agent and the Design Agent's consultants. 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' copyrights or other reserved rights.

ARTICLE 2 - OWNER

2.1 GENERAL

2.1.1 The Owner is the person or entity identified as such in the Supplemental General Conditions and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have authority to represent the Owner with respect to all matters requiring the Owner's representation. Except as otherwise provided in Subparagraph 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 The Owner shall furnish surveys describing physical characteristics, and utility locations for the site of the Project unless survey work is included in the scope of the Work. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

2.2.2 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness.

2.2.3 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, an electronic copy of Drawings and Project Manuals necessary for execution of the Work.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or 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 Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-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 Constructive Change Directive 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 and expenses made necessary by such default, neglect or failure.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Purchase Order for this work issued by URI and is referred to throughout the Contract Documents as if singular in number. 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 in the Design Agent's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Subparagraph 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. Any errors, inconsistencies or omissions in the Contract Documents discovered by the Contractor shall be reported promptly to the Design Agent and the Owner in writing as a request for information in such form as the Design Agent or Owner may require.

3.2.2 While the Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the Design Agent and the Owner in writing.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Agent in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to

perform the obligations of Subparagraphs 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such 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 or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized, or in the exercise of ordinary care, reasonably should have recognized, such error, inconsistency, omission or difference and failed to report it in writing to the Design Agent and the Owner.

3.2.4 The Contractor shall give the Design Agent timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail to permit the proper progress of the Work.

3.2.5 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional Drawings, Specifications, or instructions from the Design Agent as provided in Subparagraph 3.2.4. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications, or instructions, the Contractor shall correct the Work incorrectly performed at the Contractor's own expense.

3.2.6 Lack of indication on the Drawings or in the Specifications of items obviously needed to properly perform the Work of the Project such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from furnishing and installing these items.

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

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

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

3.4 LABOR AND MATERIALS

3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The word "provide" shall mean furnish and install complete, including connection, unless otherwise specified.

3.4.2 The Contractor may make substitutions only in accordance with Product Substitution Requirements, Paragraph 1.06 of Section 01 6000 of the Specifications, with the consent of the Owner, after evaluation by the Design Agent and in accordance with a Change Order. The cost of the Design Agent's time to evaluate substitution requests not provided for in the Specifications shall be included as a part of the Change Order.

3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall also enforce strict adherence by the Contractor's employees and Subcontractors on site with the URI Sexual Harassment Policies.

3.4.4 The Contractor shall not permit unlicensed persons to perform Work for which licensing is required, or to operate equipment for which licensing to operate is required by the State of Rhode Island. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Design Agent that materials and equipment furnished under the Contract will be new and of recent manufacture, unless otherwise specified, and that all Work will be of good quality, non-hazardous to physical health and to the environment, asbestos free, free from faults and defects, and in conformance with the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications 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 or the Owner, the Contractor shall furnish evidence satisfactory to URI as to the kind and quality of materials and equipment.

3.6 TAXES

3.6.1 The Owner is exempt from payment of sales taxes for materials directly incorporated into the Work of this Project.

3.7 PERMITS, FEES AND NOTICES

3.7.1 The Contractor shall secure and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or, negotiations concluded, and for necessary approvals, easements, assessments, and charges required for construction, use, or occupancy of permanent structures or of permanent changes in existing facilities.

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

3.7.3 While it is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Design Agent and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.

3.7.4 If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Design Agent and Owner, the Contractor shall assume responsibility for correction of such Work and shall bear the costs attributable to correction.

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** All allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, less applicable trade discounts. URI will not pay sales taxes.
- .2** All Contractor's costs for unloading and handling at the site, protection, 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.
- .3** The Contractor shall carry in the Contract Sum, but not in the Allowances, all Bond costs, permit and other fees, etc. contemplated for the amount of the Allowances.
- .4** 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 Clause 3.8.2.1 and (2) changes in Contractor's costs and other expenses under Clause 3.8.2.2.

3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay in the Work.

3.8.4 See Section 01 2000 of the Specifications as amended for listing of allowances and additional requirements.

3.9 SUPERVISOR FORM

3.9.1 See 00 7100 for selected form of supervisor – two are provided below. Only one will be used.

3.9.2 SUPERINTENDENT

.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 be satisfactory to the Owner. So long as the superintendent remains employed by the Contractor or any related entity, the superintendent shall not be replaced without the Owner's prior written consent. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.2 The superintendent shall not work with tools, or perform actual trades Work, but shall be dedicated to the on site management of the Project. The Contractor shall provide additional staff as required for Project Management, or as may be specified in the Specifications.

3.9.3 PROJECT MANAGER AND SUPERINTENDENT

.1 The Contractor shall employ a competent Project Manager, superintendent, and necessary assistants, all of whom shall be in full-time attendance at the Project site during performance of the Work. The Project Manager shall be assigned full-time by the Contractor to Project management responsibilities, and shall not be assigned by the Contractor to assume managerial, or other responsibilities for any other project of the Contractor. The Project Manager and the superintendent shall be satisfactory to the Owner, and shall remain on-site full time, and shall be present on-site whenever the Work is in progress. So long as the Project Manager and the superintendent remain employed by the Contractor or any related entity, the Project Manager and the superintendent shall not be replaced without the Owner's prior written consent. The Project Manager and the superintendent shall represent the Contractor, and such communications as may be given to either of them shall be as binding as if given to the Contractor. Important communications shall be subsequently confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.2 The Project Manager and the superintendent shall not work with tools, or perform actual trades Work, but shall be dedicated to the on site management of the Project. The Contractor shall provide additional staff as required for Project Management, or as may be specified in the Specifications.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.10.1 The Contractor, within 20 working days of issue date 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 in accordance with requirements in Section 01 3300 of the Specifications. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at least 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.

3.10.2 The Contractor shall prepare and keep current, for the Design Agent's approval, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Agent reasonable time to review submittals. See Section 01 3300 of the Specifications for additional requirements.

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

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes and selections made during construction, and one record 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 in accordance with Section 01780 of the Specifications.

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 which 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. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Design Agent is subject to the limitations of Subparagraph 4.2.6. Informational submittals upon which the Design Agent is not expected to take responsive action may be so identified in the Contract Documents. Submittals which 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 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. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Design Agent without action.

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has 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, with prior approval of the Owner, 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 failure to catch such errors or omissions prior to giving 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 which constitute the practice of professional services required to be provided by a Design Agent 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 or approvals performed 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 Subparagraph 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 or design criteria required by the Contract Documents.

3.13 USE OF SITE

3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. See Division 1 of the Specifications for additional requirements.

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.

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.

3.14.3 See Section 01 7000 of the Specifications for additional requirements.

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 from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

3.15.2 See Sections 01 5000 and 01 7800 for additional cleaning requirements.

3.15.3 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

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

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of 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 belief is promptly furnished in writing 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, Design Agent, Design Agent's consultants, and agents and employees of any of them from and against all 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 which would otherwise exist as to a party or person described in this Paragraph 3.18.

3.18.2 In claims against any person or entity indemnified under this Paragraph 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 Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

4.1 DESIGN AGENT

4.1.1 The Design Agent is the person lawfully licensed to practice their profession or an entity lawfully practicing their profession identified as such in the Supplemental General Conditions and is referred to throughout the Contract Documents as if singular in number. 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 new Design Agent against whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the former Design Agent.

4.2 DESIGN AGENT'S ADMINISTRATION OF THE CONTRACT

4.2.1 The Design Agent will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Paragraph 12.2. The Design Agent will advise and consult with the Owner. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

4.2.2 The Design Agent, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations or as otherwise agreed by the Owner and the Design Agent (1) to become familiar with and to

keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine if the Work is being performed in accordance with the Contract Documents.

4.2.3 Communications Facilitating Contract Administration: Except as otherwise provided in the Contract Documents, 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.

4.2.4 Based on the Design Agent's evaluations of the Work as provided in Subparagraph 4.2.2 and the data comprising 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.

4.2.5 The Design Agent will 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 Subparagraphs 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 or the Owner to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

4.2.6 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 with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, 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 Paragraphs 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.

4.2.7 The Design Agent will prepare Change Orders and Construction Change Directives, and may, with prior approval of the Owner, authorize minor changes in the Work as provided in Paragraph 7.4.

4.2.8 The Design Agent will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will 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 in accordance with Section 01 7800 of the Specifications, and will issue a Final Certificate for Payment upon compliance with the requirements of the Contract Documents.

4.2.9 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.

4.2.10 The Design Agent will initially 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. If no agreement is made concerning the time within which interpretations required of the Design Agent shall be furnished in compliance with this Paragraph 4.2, then delay shall not be recognized on account of failure by the Design Agent to furnish such interpretations until 15 days after written request is made for them.

4.2.11 Initial 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 initial 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 initial interpretations or decisions so rendered in good faith.

4.2.12 The Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

4.3.1 Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment of Contract terms, payment of money, extension of time 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. Claims shall be initiated by written notice and shall be expressly stated to be a claim under this Paragraph 4.3. The responsibility to substantiate Claims shall rest with the party making the Claim.

4.3.2 Time Limits on Claims: Claims by either party shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims shall be initiated by written notice to the Design Agent and the other party.

4.3.3 Continuing Contract Performance: Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Subparagraph 9.7.1 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.

4.3.4 Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which 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, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Design Agent will promptly investigate such conditions and, if 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 conditions at the site are not materially different from those indicated in the Contract Documents and do not justify changes in the terms of the Contract, the Design Agent shall so notify the Owner and Contractor in writing, stating the reasons. Claims by either party in opposition to such findings must be made within 21 days after the Design Agent has given notice of the finding. If the conditions encountered are materially different, the Contract Sum and Contract Time shall be equitably adjusted, but if the Owner and Contractor cannot agree that the conditions are materially different or cannot agree on an adjustment in the Contract Sum or Contract Time, the matter shall be subject to further proceedings pursuant to Paragraph 4.4.

4.3.5 Claims for Additional Cost: If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Such notice shall include, to the extent then known by Contractor, full details and substantiating data to permit evaluation by the Owner and Design Agent. If further, or other, information subsequently becomes known to the Contractor, it shall be promptly furnished to the Owner and the Design Agent in writing. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. See Section 01 2000 of the Specifications for additional requirements and process instructions.

4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Agent, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Agent, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3. Failure to file any such Claim in accordance with this Paragraph 4.3 shall constitute a waiver thereof. See Section 01 2000 of the Specifications for additional requirements and process instructions.

4.3.7 Claims for Additional Time. If the Contractor wishes to make 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.

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

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

4.3.9 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.

4.3.10 Waiver of Claims: The Contractor waives Claims against the Owner for principal office expenses including the compensation of personnel stationed there, except those directly assigned to the Project to the extent of such assignment.

4.3.11 In no event shall a Contractor have a claim for damages against the Owner, the Design Agent, or the Owner's Project Manager, on account of a delay in the commencement of the Work, and/or a hindrance, delay, or suspension of a portion thereof, whether such delay is caused by the Owner, the Design Agent, or the Owner's Project Manager, or otherwise, except as provided for under State of Rhode Island General Laws. The Contractor's sole remedy shall be extension of time to complete the project.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of the Design Agent: Claims, including those alleging an error or omission by the Design Agent but excluding those arising under Paragraphs 10.3 through 10.5, may, upon request of both the Owner and the Contractor, be referred initially to the Design Agent for a recommendation.

4.4.2 The Design Agent will review all Claims referred and within ten days of the receipt of the 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) recommend rejecting the Claim in whole or in part, (3) recommend approval of the Claim, (4) recommend a compromise, or (5) advise the parties that the Design Agent is unable to make a recommendation if the Design Agent lacks sufficient information to evaluate the merits of the Claim or if the Design Agent concludes that, in the Design Agent's sole discretion, it would be inappropriate for the Design Agent to make a recommendation.

4.4.3 In evaluating Claims, the Design Agent may, but shall not be obligated to, consult with or seek information from either party.

4.4.4 If the Design Agent 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 provide a response on the requested supporting data, advise the Design Agent when the response or supporting data will be furnished or advise the Design Agent that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Design Agent will take one of the last four (4) numbered actions contemplated in Subparagraph 4.4.2, in writing, stating the reasons therefore.

4.4.5 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 prior to final resolution of the Claim.

4.5 MEDIATION

4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.3 and 9.10.4 shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party.

4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable 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.

4.5.3 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.

4.6 ARBITRATION

4.6.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.3 and 9.10.4, shall, after decision by the Design Agent or 30 days after submission of the Claim to the Design Agent, be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with the provisions of Paragraph 4.5.

4.6.2 Claims not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association, and a copy shall be filed with the Design Agent.

4.6.3 A demand for arbitration shall be made within the time limits specified in Subparagraphs 4.5.2 and 4.6.1 as applicable, and in other cases within a reasonable time after the Claim has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations as determined pursuant to Paragraph 13.7.

4.6.4 Limitation on Consolidation or Joinder: No arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, the Design Agent, the Design Agent's employees or consultants, except by written consent containing specific reference to the Agreement and signed by the Design Agent, Owner, Contractor and any other person or entity sought to be joined. No arbitration shall include, by consolidation or joinder or in any other manner, parties other than the Owner, Contractor, a separate contractor as described in Article 6 and other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. No person or entity other than the Owner, Contractor or a separate contractor as described in Article 6 shall be included as an original third party or additional third party to an arbitration whose interest or responsibility is insubstantial. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described therein or with a person or entity not named or described therein. 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.

4.6.5 Claims and Timely Assertion of Claims: 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.

4.6.6 Judgment on Final Award: 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.

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 but not less than 60 calendar days after issuance of a Purchase Order or 30 calendar days prior to the start of that section of Work whichever is sooner, shall furnish in writing to the Owner through the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Design Agent will promptly reply to the Contractor in writing stating whether or not the Owner or the Design Agent, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Design Agent to reply promptly shall constitute notice of no reasonable objection.

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 change a Subcontractor, person or entity previously selected if the Owner or Design Agent makes reasonable objection to such substitute.

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 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. 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 which 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.

5.3.2 In the event that the General Contractor or a sub-contractor to the General Contractor, employees independent contractors, as well as payroll labor, to discharge its responsibilities and obligations, the General Contractor acknowledges and understands that it does so, or allows its subcontractors to do so, at its own risk and that federal, state, and / or local agencies may dispute the independent contractor status and assess penalties, fines and costs should there be a determination to reclassify such workers. In that event, the General Contractor agrees that it will defend, indemnify, and hold harmless the Owner from any fines, costs, damages, claims, penalties, attorney's fees, and causes of action, including without limitation, personal injury or property damage, arising out of or relating in any way to such a determination.

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 Paragraph 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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 and performance requirements when directed to do so. 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 which 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 Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.

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

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

6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

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

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

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

7.2 CHANGE ORDERS

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

- .1** 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 Methods used in determining adjustments to the Contract Sum may include those listed in Subparagraph 7.3.3.

7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 as provided in Subparagraph 7.3.6.

7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Agent in writing 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.

7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including any 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.

7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the Design Agent on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, in accordance with Clauses 7.3.9.1 through 7.3.9.6 below. In such case, and also under Clause 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent or the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Subparagraph 7.3.6 shall be limited to the following:

- .1 costs of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom;
- .2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 rental value of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others; and
- .4 costs of permit fees, and sales, use or similar taxes related to the Work.

7.3.7 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Design Agent will make an interim determination for purposes of monthly certification for payment for those costs. That 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 4.

7.3.8 When the Owner and Contractor agree concerning the adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

7.3.9 In Subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- .1 For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, 6 percent of the amount due the Subcontractor.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's, or Sub-subcontractor's, own forces, 10 percent of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, 6 percent of the

amount due the Sub-subcontractor.

- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras and credits, all proposals, except those so minor their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$50.00 be approved without such itemization.

7.3.10 Cost as referred to throughout this Article 7, shall be limited to the following: Cost of materials, including cost of delivery; cost of labor, including Social Security, old age and unemployment insurance; fringe benefits required by agreement or custom; and rental value of tools, equipment, and machinery.

7.3.11 Overhead, as referred to in this Article 7. shall include the following: Bond premiums for cost amounts over and above the Contract Sum; insurance premiums; supervision; superintendence; wages of time keepers, watch people, and clerks; small tools; incidentals; general office expense; and other expenses not included in "Costs".

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

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

7.3.14 Refer to Section 01 2000 of the Specifications for additional requirements.

7.4 MINOR CHANGES IN THE WORK

7.4.1 The Design Agent will have authority, upon prior approval of the Owner, 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 shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly

ARTICLE 8 - TIME

8.1 DEFINITIONS

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

8.1.2 The date of commencement of the Work is the issuance date of the Purchase Order from URI.

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

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

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. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work.

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 materially 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 fire, unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for a reasonable time.

8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Purchase Order 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

9.2.1 Within 20 days of the issuance of a Purchase Order, and if necessitated by Change Orders, from time to time thereafter, the Contractor shall submit to the Design Agent and the Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, when, and only when approved in writing by the Design Agent and the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.2.2 See Section 01 2000 of the Specifications for additional requirements.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 At ten days, or less, before the end of the current pay period the Contractor shall, with the Design Agent, review for accuracy an itemized draft copy of the current Application for Payment, accompanied by a current schedule of values. A formal Application for Payment cannot be approved without an accompanying schedule of values that has been approved by both the Owner and the Design Agent. The Contractor shall promptly proceed to prepare a formal Application for Payment, incorporating modifications made to the draft copy as needed. The Contractor shall then submit to the Design Agent an Application for Payment for operations completed in accordance with the most recently approved schedule of values. Such application shall be notarized, and supported by such data substantiating the Contractor's right to payment as the Owner or Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and reflecting retainage if provided for in the Contract Documents. The form of Application for Payment shall be AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 – Continuation Sheet, the Schedule of Values.

9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Orders.

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

9.3.1.3 Until the Work is 50 percent complete, the Owner will pay 90 percent of the amount due the Contractor on account of progress payments. After the Work is 50 percent complete, Owner may pay 95 percent of the amount due on subsequent progress payments if so recommended by the Design Agent.

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 writing 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. Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at 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, to the best of the Contractor's knowledge, information and belief, 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.

9.3.4 Immediately satisfy any lien or encumbrance which because of any act or default of the Contractor is filed against the premises, and indemnify and save the Owner harmless against all resulting loss and expenses, including attorney's fees, in addition, monies due under this Contract, as may be considered necessary by the Owner, may be retained by the Owner until all such suits, claims for damages, or expenses as aforesaid shall have been settled and paid.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The Design Agent will, within seven days after receipt of the Contractor's Application for Payment, either review, approve, sign, and date the original Application for Payment, and copies, and deliver them to the Owner, 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 Subparagraph 9.5.1.

9.4.2 The Owner will process the approved Certificate for Payment from the Design Agent in accordance with the RI Prompt Payment Act..

9.4.3 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, to the best of the Design Agent's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject 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

9.5 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 Subparagraph 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 Subparagraph 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, if any, 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 Subparagraph 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 another 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;
- .8 failure to maintain as current, "Record Drawings";
- .9 failure to provide filings required by Document 00200 in timely fashion;
- .10 failure to provide submittals in a timely fashion as may be specified in the Specifications; or
- .11 failure to meet requirements stipulated in Supplemental General Conditions.

9.5.2 The Owner can decide to withhold a Certificate of Payment in whole or in part, to the extent necessary for self-protection, for the same reasons described in 9.5.1 above

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

9.6 PROGRESS PAYMENTS

9.6.1 After the Design Agent and the Owner have signed and dated a Certificate for Payment, the Owner shall make payment in the manner and within the time period provided in the Contract Documents, and shall so notify the Design Agent. The specified time period provided shall start with the date of the Owner's signing of the Certificate of Payment.

9.6.1.1 The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any and all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.10.

9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such 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 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 Payment to material suppliers shall be treated in a manner similar to that provided in Subparagraphs 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.

9.7 FAILURE OF PAYMENT

9.7.1 If, through no fault of the Contractor, the Design Agent does not issue a Certificate for Payment, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within the specified time period after approving the Certification for Payment, the amount certified by the Design Agent or awarded by arbitration, then the Contractor may make claim for additional payment as provided under terms of the State of Rhode Island Prompt Payment Act.

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.

9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion which 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 reduce the retainage withheld, if and as provided elsewhere in the Contract Documents.

9.8.5.1 The payment shall be sufficient to maintain, or increase, the total payments to 95 percent of the Contract sum, less such amounts as the Design Agent shall determine for incomplete Work and unsettled claims.

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 Clause 1.3.1.3 and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Subparagraph 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 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, less the amount of Warranty Inspection Retainage, 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 Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to Design Agent in a form and substance satisfactory to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall promptly pay to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees. See Document 00710 for warranty retainage amount.

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

- .1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2** failure of the Work to comply with the requirements of the Contract Documents; or
- .3** terms of special warranties required by the Contract Documents.

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor, a Sub-subcontractor, and equipment 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.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 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 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 give notices and comply with applicable laws, ordinances, rules, 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.

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 Clauses 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 Clauses 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 Paragraph 3.18.

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

10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

10.3.1 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), or other state or federally regulated hazardous substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop any ongoing Work in the affected area and report the condition to the Owner in writing.

10.3.2 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor 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 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, and, in the event of an objection, the specific reasons therefor. If the Contractor has a reasonable objection to a person or entity proposed by the Owner and fully complies with the next preceding sentence, the Owner shall propose another to whom the Contractor has no reasonable objection. If the absence of the material or substance is verified, Work shall immediately resume without adjustment to the Contract Time or

Contract Sum. If the presence of material or substance is verified, when the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended if and as appropriate and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional and incurred costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

10.3.3 To the fullest extent permitted by law, 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 Subparagraph 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity. To the fullest extent permitted by law, the Contractor, Subcontractors, Design Agent, Design Agent's consultants and agents and employees shall indemnify and hold harmless the Owner 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 Subparagraph 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) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

10.3.4 Provisions of Subparagraph 10.3.1 and 10.3.2 cannot be employed to govern the Contractor's operations that involve the documenting and removal of indicated asbestos, polychlorinated biphenyl (PCB), or other state or federally regulated hazardous substance, as may be clearly and specifically specified under terms of this Contract.

10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were expressly required by the Contract Documents.

10.5 If, without negligence on the part of the Contractor or a breach of relevant provisions of the Contract Documents, the Contractor is held liable 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.

10.6 EMERGENCIES

10.6.1 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 Paragraph 4.3 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 will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's 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 which 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 Paragraph 3.18
- .9 liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - 1. Premises Operation (including X, C. and U coverages as applicable).
 - 2. Independent Contractor's Protective.
 - 3. Products and completed Operations.
 - 4. Personal Injury Liability with Employment Exclusion deleted.
 - 5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - 6. Owner, non-owned and hired motor vehicles.
 - 7. Broad Form Property Damage, including Completed Operations.
- .10 If the general liability coverages are provided by a General Liability Policy on a claims-made basis, the policy date or retroactive date shall predate the Contract; the termination date of the policy, or applicable extended reporting period shall be a minimum of five (5) years after completion of construction.

11.1.2 The insurance required by Subparagraph 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 date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment.

11.1.2.1 Certificates of insurance, and endorsements thereof, shall provide additional insured status to the following entities: "The Rhode Island Board of Governors for Higher Education, The University of Rhode Island, and The State of Rhode Island." The University of Rhode Island through its Risk Manager reserves the right to accept alternative forms and limits of insurance. The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater, if required by law:

- 1. Workers' Compensation:
 - a. State - Statutory;
 - b. Employer's Liability - \$100,000.
- 2. Comprehensive General Liability (including Premises/Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - a. Bodily Injury: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
 - b. Property Damage: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
 - c. Products and Completed Operations to be Maintained for five (5) Years After completion of construction.
 - d. Property Damage Liability Insurance to Provide X, C. or U Coverage as Applicable.
- 3. Contractual Liability:
 - a. Bodily in jury: \$1,000,000 - Each Occurrence;
\$1,000,000 - Annual Aggregate.
- 4. Personal Injury. with Employment Exclusion Deleted:
 - a. \$1,000,000 - Annual Aggregate.
- 5. Comprehensive Automobile Liability:
 - a. Bodily Injury: \$500,000 - Each person;
\$1,000,000 - Each Occurrence.
 - b. Property Damage: \$500,000 - Each Occurrence.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work, and shall include those entities identified in the Supplemental General Conditions as Additional Insureds. These

certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverage's afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. 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 in accordance with the Contractor's information and belief.

11.1.3.1 The Contractor shall furnish one copy of each Certificate of Insurance herein required for each copy of the Agreement which shall specifically set forth evidence of coverage required by Subparagraphs 11.1.1, 11.1.2, and 11.1.3. If this insurance is written on a Comprehensive General Liability policy form, ACCORD Form 25S will be acceptable. The Contractor shall furnish copies of endorsement to the Owner that are subsequently issued amending coverage or limits.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Contractor shall furnish the Owner, 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 and Design Agent from any liability which might be incurred against them as a result of any operation of the Contractor or Contractor's Subcontractors or their employees. Such insurance shall be written for the same limits as the Contractor's liability insurance and shall include the same coverage

11.3 PROPERTY INSURANCE

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

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

11.3.1.3 Partial occupancy or use in accordance with Paragraph 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 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 Subparagraph 11.3.4 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.

11.3.3 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy or policies providing this Property Insurance coverage, each containing these endorsements specifically related to the Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the contractor.

11.3.4 Waivers of Subrogation: The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, 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 Paragraph 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Contractor 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.

11.3.5 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 Subparagraph 11.3.7. 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.

11.3.6 If required in writing by a party in interest, the Contractor 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 in accordance with an arbitration award in which case the procedure shall be as provided in Paragraph 4.6. 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.

11.3.7 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved as provided in Paragraphs 4.5 and 4.6. The Contractor as fiduciary shall, in the case of arbitration, make settlement with insurers in accordance with directions of the arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

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. Bonds may be obtained through the Contractor's usual source and the cost thereof shall be included in the Contract sum. The amount of each bond shall be equal to 100 percent of the Contract sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner on or before the date of the Purchase Order.

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

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 permit a copy to be made.

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 shall, if required 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 or Contract Sum.

12.1.2 If a portion of the Work has been covered which is not contrary to requirements specifically expressed in the Contract Documents and which the Design Agent has not specifically requested to examine prior to its being covered, the Design Agent and the Owner may in writing 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, 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**

12.2.1.1 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 Work, including additional testing and inspections 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 Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 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 at Contractor's expense 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 express acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If any of the Work is found to be not in accordance with the requirements of the Contract Documents during the one-year period for correction of Work, and the Owner fails to promptly thereafter notify the Contractor and give the Contractor an opportunity to make correction, the Owner waives the right to require correction by the Contractor. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Paragraph 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 performance 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 Paragraph 12.2.

12.2.2.4 The Contractor and the major Sub-Contractors shall meet with the Owner, if so notified by the Owner, and re-inspect the Work ten months after Substantial Completion as a follow-up procedure. Upon correction of warranty Work within a reasonable time, the Contractor shall be paid the full amount of the Warranty Inspection Retainer, withheld by the Owner.

12.2.3 The Contractor shall remove from the site portions of the Work which 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 which is not in accordance with the requirements of the Contract Documents.

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

12.3 ACCEPTANCE OF NONCONFORMING WORK

12.3.1 If the Owner prefers to accept Work which 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

13.1.1 The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Subparagraph 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 an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.3 WRITTEN NOTICE

13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or 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 to the last business 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 thereunder, 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 required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. 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 tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded unless such test, inspections or approvals replace or modify pre-existing requirements in which event the Owner shall bear any additional costs thereof.

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 Subparagraph 13.5.1, the Design Agent will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Agent of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3, shall be at the Owner's expense.

13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 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

13.6.1 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as prescribed by provisions of the State of Rhode Island Prompt Payment Act..

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.7.1 As between the Owner and Contractor:

- .1** Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;
- .2** Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to issuance of the Final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- .3** After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final Certificate for Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.8 EQUAL OPPORTUNITY

13.8.1. The Contractor shall maintain policies of employment as follows:

13.8.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual persuasion, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, sexual persuasion, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8.1.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual persuasion, or national origin.

13.8.1.3 The Contractor shall be a signatory to the requirements of the State of Rhode Island Equal Employment office.

13.9 PREVAILING WAGE SCALES ON PUBLIC WORKS PROJECTS

13.9.1 In accordance with Chapter 290 of the General Laws of the State of Rhode Island, 1938 as amended, the Department of Labor determined the customary and prevailing rate of wages paid to craftspersons, teamsters, and laborers in the constructing of public works by the State, and by cities and towns, and by persons contracting therewith for such construction. Violators are subject to fines for each offense

13.9.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island and, as they may be updated, apply to the life of this Contract. Current wage rates prevailing in the construction industry in the State of Rhode Island are available online from the RI State Department of Labor. Under no conditions shall the wages paid be less than those designated in the general classification. This Clause does not relieve the Contractor or his or her Subcontractors from respecting any other union regulations to which the Contractor ordinarily subscribes.

13.9.3 Bulletin No. 3 State Labor Laws, issued by the State of Rhode Island Department of Labor, pertaining to Public Works Projects (General laws of Rhode Island, Revision of 1956, Chapter 37-12 as amended, and Chapter 77, Public Laws of 1965) are hereby made a part of this Project. These Laws include, but are not limited to:

- .1 weekly payment of employees;
- .2 provisions applicable to public works contracts;
- .3 payment of prevailing wages;
- .4 posting of prevailing wage rates;
- .5 overtime compensation; and
- .6 apprenticeship programs.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT**14.1 TERMINATION BY THE CONTRACTOR**

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

- .1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
- .2 an act of government, such as a declaration of national emergency which requires all Work to be stopped.

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 Paragraph 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.

14.1.3 If one of the reasons described in Subparagraph 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Design Agent, terminate the Contract and recover from the Owner payment for Work properly executed and for payment of costs directly related to Work thereafter performed by the Contractor in terminating the Contract, including reasonable demobilization and cancellation charges, proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit therefrom.

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

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

- .1** persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3** persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

- .1** take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2** accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3** finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor an 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 Subparagraph 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 Design Agent, 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 Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 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.

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 in accordance with the Contract Documents, and costs incurred by reason of such termination, along with reasonable overhead and profit thereon.

14.4.4 Upon a determination by a court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 14.2 was wrongful or otherwise improper, such termination shall be deemed a termination for convenience pursuant to Paragraph 14.4, and the provisions of Subparagraph 14.4.3 shall apply.

ARTICLE 15 – SUPPLEMENTAL GENERAL CONDITIONS

14.1 AMENDED TERMS OF THESE CONDITIONS

14.1.1 The following Document 00 7100 – Supplemental General Conditions amends this section as necessary for specific project requirements and provides additional project information referenced in these General Conditions. It also includes by reference various other documents that apply to the work of this Contract.

END OF DOCUMENT

DOCUMENT 00 7100 – SUPPLEMENTAL GENERAL CONDITIONS

TABLE OF ARTICLES

1. DEFINITION OF ENTITIES
2. TIME OF COMPLETION
3. LIQUIDATED DAMAGES
4. MBE REQUIREMENTS
5. LABOR LAWS
6. WAGE RATES
7. ADDITIONAL CONTRACT DOCUMENTS
8. BONDING REQUIREMENTS
9. PROJECT MANAGER FORM
10. INSURANCE REQUIREMENTS
11. OTHER REQUIREMENTS

ARTICLE 1 – DEFINITION OF ENTITIES

1.01 OWNER:

The Rhode Island Board of Education, University of Rhode Island, and
the State of Rhode Island
Office of Capital Projects, URI
Sherman Building, 423 Plains Road, Kingston, RI 02881
Attn: Mr. Paul DePace, 401.874.2725

1.02 PURCHASER:

University of Rhode Island, Purchasing Department
581 Plains Road, Kingston, RI 02881
Attn: Ms. Tracey Angell, 401.874-2326

1.03 DESIGN AGENT:

Thompson Consultants Inc. (TCI)
525 Mill St. Marion, MA 02738
Attn: Michael Shields, PE

1.04 CONSULTANTS:

None.

1.05 PROJECT:

Alton Jones Utility Power for Explosive Lab

ARTICLE 2 – TIME OF COMPLETION

2.01 The length of time available for construction shall be 60 calendar days. This is the date to which liquidated damages apply and may only be adjusted as provided for in the Contract Documents. Contractor shall be responsible for completing the submittals required for issue of a Purchase Order in a timely manner. No extension will be granted for Purchasing delays.

ARTICLE 3 – LIQUIDATED DAMAGES

3.01 The amount payable by the Contractor to the Owner in liquidated damages shall be:

\$250 per calendar day.

ARTICLE 4 – MBE REQUIREMENTS

4.01 This project is subject to terms, conditions and provisions of the Rhode Island General Laws Chapter 37-14.1 et. Seq, and regulations promulgated there under, which require that ten percent (10%) of the dollar value of work performed on the project be performed by minority business enterprises.

ARTICLE 5 – LABOR LAWS

5.01 Attention is called to a new requirement within RIGL 37 for apprenticeship training. RIGL 37-13-3.1 State public works contract apprenticeship requirements states:

“(a) Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the Apprenticeship Council of the Department of Labor and Training.”

ARTICLE 6 – WAGE RATES

6.01 Prevailing wage rates to be paid under the Contract for this project must be in accordance with those prevailing wages on file in the Rhode Island Department of Labor, Office of the Director. Labor rates that are revised by the Dept. of Labor during the course of this project must be utilized for succeeding work on this project.

ARTICLE 7 – ADDITIONAL CONTRACT DOCUMENTS

7.01 The URI Standard Documents as referenced in Document 00 7200, will apply to all of the work of this project and are hereby incorporated.

7.02 The Purchase Order from URI for this work is also a Contract Document, including its Terms and Conditions and other documents referenced therein, such as the Bid Form from the Contractor.

ARTICLE 8 – BONDING REQUIREMENTS

8.01 100% Payment and Performance Bonds will be required for this Project. The Contractor shall furnish bonds covering the faithful performance of the Contract and Payment of all obligations arising thereunder. Bonds may be secured through a federally-listed surety company licensed to do business in the State of Rhode Island.

8.02.1 The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract.

8.03 Unless otherwise provided, the bonds should be written on the Owner's version of Performance Bond and Payment Bond, a copy of which is bound herein in Document 00 6100 – Performance Bond; Payment Bond. Both bonds shall be written in the full amount of the Contract Sum.

8.04 The bonds shall be dated before the date of the Contract.

8.05 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

ARTICLE 9 – PROJECT MANAGER FORM

9.01 This project will use the Superintendent form of project management as described in paragraph 3.9.2 of the General Conditions.

ARTICLE 10 – INSURANCE REQUIREMENTS

10.01 No Changes

ARTICLE 11 – OTHER REQUIREMENTS

11.01 Anywhere within the documents that references “The Rhode Island Board of Governors of Higher Education” shall be changed to “The Rhode Island Board of Education”.

END OF DOCUMENT

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
- Hot Work Procedure
- Managing Fire Protection System Impairment
- URI Water System Regulations/Policies

END OF DOCUMENT

DOCUMENT 00 8500 - PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is available linked to the web site of the State of Rhode Island Department of Administration, Division of Purchases. Contractors working on RI Prevailing Wage projects must adjust employee hourly rates every July 1 in accordance with updated Davis Bacon rates. Useful websites through which to obtain this information are as follows:

The Division of Purchases Web Site Address is:

<http://www.purchasing.ri.gov/RIVIP/Info.asp>

The link for the US Government prevailing wage tables is:

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

Applicable Rhode Island labor laws may be found at:

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

END OF DOCUMENT

DOCUMENT 00 9000 - ADDENDA AND MODIFICATIONS

PART 1 – GENERAL

- 1.1 As of the time of publication of this Project Manual, no Addenda had been issued.
- 1.2 Should Addenda be issued during the Bid Period, they will augment this Document and become a part of the Project Manual.
- 1.3 Such Addenda and Modifications when issued, with reference to the Project Manual, the General Conditions, Supplemental General Conditions, Drawings or Specifications, shall be inserted following this page and become integral parts of the Contract Documents.

END OF DOCUMENT 00900

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.01 PROJECT

- A. The Project consists of the construction of the following types of work:
- The objective of the project is to bring permanent power to an existing facility, currently relying on a temporary generator as its' sole source of electrical power.
 - Permanent power will be accomplished via the extension of an existing 7200V, single phase, overhead line along an existing dirt road via an Aerial Spacer Cable System.
 - The overhead line transitions, in close proximity to the building being served, to an underground ductbank which in turn feeds pad mounted, 75kVA, 7200 to 120/240V transformer.
 - The transformer provides 400A, 120/240V power to the building
 - The feeder will be metered on the 120/240V side collecting data for URI's use only.
 - A temporary generator connection point will be provided to be used in the event that the permanent line is disabled by a storm, accident, or other cause.
 - The facilities main panelboard, lighting and receptacles are all existing to remain. The scope of work of this project ends at the connection to the existing panelboard.

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 work is shown on drawings and/or described in the specifications.
- B. Site modifications: As shown on drawings and/or as specified herein.
- C. Architectural modifications: Cut and patch as necessary for new work.

1.04 OWNER OCCUPANCY/SCHEDULE

- A. The owner is expected to have use of the facility while the new line is being installed, utilizing the temp generator as is currently done.
- B. The contractor shall notify the owner in writing 30 days in advance, of when he proposes to:
- a. Perform work within the building and
 - b. Provide the final connection for final tie in to the new feeder.

Note: The contractor shall do this work during regular hours but at a time that is convenient for the user(s).

- B. Work to begin within 7 days of receipt of Purchase Order.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: To be coordinated with the owner but can be assumed to be local to the work being performed. 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. Use of street and adjacent properties by the Public.
 - 3. Continued access and use as required of the facility to the extent possible.
- 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. None. Night and weekend work is allowed.
- E. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down systems without 7 days notice to Owner and authorities having jurisdiction. Shut downs to be in off-hours only.
 - 2. Prevent accidental disruption of utility services to other facilities.

1.06 ITEMS TO BE SALVAGED

- A. None.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF MAIN SECTION – See Attachment A following.

01 1010 SUMMARY – Attachment A

NOTE:

Limited Restriction: Contractor to meet with Owner and coordinate access to all areas

All utility interruptions shall be done off hours. Coordinate with Owner to schedule these activities at times when the campus will be without classes, regular staff hours, and meetings.

Coordinate road closings and schedule of tree work with owner during the start of construction.

END OF DOCUMENT

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 site conditions
 - a. \$5,000 to cover labor and materials costs for correcting or adjusting to site conditions not readily observable at the time of the bid. This includes buried material and utilities, but not visible boulders, trees, meters and gates visible, and roadway edges.

B. Testing Allowance

1. None. All cost of testing to be included in Base Bid.

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.

F. 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

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS**PART 1 - GENERAL**

1.01 SECTION INCLUDES

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

1.02 SITE ADMINISTRATION

- A. Maintain a daily attendance log to include the names of all project employees and guests to the site. Each guest signing the log should indicate a brief description of the reason for the visit, the guest's employer or organization. The log sheet, or sheets, must clearly indicate the Project Name, and the name of the Prime contractor. Each line in the log should allow for the name of that employee, the employee's job title (use terminology used by prevailing wage job title), and the name of that employee's employer. This log shall be kept on a uniform form prescribed by the Director of Labor and Training. Such log shall be available for inspection on the site at all times by the Purchaser, Owner, and/or the Director of the Department of Labor and Training and his or her designee. Provide copies when requested. 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 3020 ADMINISTRATIVE REQUIREMENTS - Attachment A
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”. Replace the word “weekly” in 1.06 A with “monthly” and insert the words “or other requested” after “monthly”. 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

1. Construction schedule, subcontractor list, contact phone numbers, and schedule of values.
2. Submittal list based on this attachment.
3. Permit copies.
4. Aerial Spacer Cable Systems
5. Wooden Poles
6. Medium voltage cable
7. Conduit and fittings
8. Low voltage cable
9. Metering
10. Generator connection cabinet
11. Manual transfer switch
12. Conduit and Wire
13. Disconnect Switch
14. Pullboxes
15. Wireways
16. Disconnect switches

B. Documents required in Purchasing provisions, such as MBE plan, bonds, insurance certificates, etc., are in addition to these requirements.

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. Testing requirements for each piece of equipment as well as trades are included within the individual specification sections. Include all costs of testing in the Base Bid amount.

B. Additional Owner-Authorized Testing Requirements List

1. None.

C. 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

- A. There are no existing utilities available. All water, power, lighting, and other services must be provided by the Contractor.
- B. Contractor must provide sanitary facilities for his own workers, including port-o-john and drinking water.

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

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.

B. In subparagraph 1.04A, add “or pole placement” to the end of the sentence.

C. In paragraph 1.06, delete subparagraphs F and J.

D. Delete paragraph 1.10 and all its subsections.

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 7820 CLOSEOUT REQUIREMENTS - Attachment A
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 260100 - ELECTRICAL GENERAL CONDITIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. All of the Contract Documents, as listed on the Table of Contents and including General and Supplementary Conditions and Division 01, General Requirements, shall be included in, and made part of, this Section. Where Paragraphs of this Section conflict with similar paragraphs of the General and Supplementary Conditions and Division 1, requirements of this Section shall prevail.
- B. The requirements of this specification section shall be in addition to the supplemental contract document requirements. Where the requirements of this section conflict with other parts of these contract documents, the more stringent requirements shall apply. In the event that there is a conflict, the Electrical Contractor shall promptly notify the Engineer in writing.
- C. Certain items have been specified on the drawings and are not listed in the specifications. All such products are subject to the requirements of Section 260100 and 260500 and shall be submitted for review and approval prior to fabrication.

1.2 DESCRIPTION OF WORK

- A. Carefully examine all of the Contract Documents, criteria sheets and all other Sections of the specifications for requirements which affect work under this Section, whether or not such work is specifically mentioned in this Section.
- B. The work under this Contract shall include all labor, materials, tools, equipment, transportation, insurance, temporary protection, supervision and incidental items essential for proper installation and operation, even though not specifically mentioned or indicated on the drawings, but which are usually provided or are essential for proper installation and operation, of all systems as indicated on the drawings and specified herein.
- C. The specifications and drawings describe the minimum requirements that must be met by the Electrical Contractor for the installation of all work as shown on the drawings and as specified hereunder.
- D. Coordinate work with that of all other Trades affecting or affected by the work of this Section. Cooperate with such Trades to assure the steady progress of all work under the Contract.

1.3 REGULATORY REQUIREMENTS

- A. All materials and workmanship shall comply with all applicable Codes, Specifications, Local and State Ordinances, Industry Standards and Utility Company Regulations, latest editions.

- B. In case of difference between Building Codes, State Laws, Local Ordinances, Industry Standards and Utility Company Regulations and the Contract Documents, the Electrical Contractor shall promptly notify the Engineer in writing of any such difference.
- C. In case of conflict within the Contract Documents the most stringent requirements of the aforementioned shall govern. The Electrical Contractor shall promptly notify the Engineer in writing of any such conflicts.
- D. Should the Electrical Contractor perform any work that does not comply with the requirements of the applicable Building Codes, State Laws, Local Ordinances, Industry Standards and Utility Company Regulations, he shall bear all costs arising in correcting the deficiencies, as approved by the Engineer / Owner.
- E. Applicable Codes and Standards shall include all State Laws, Local Ordinances, Utility Company Regulations, and the applicable requirements of the latest adopted edition of the following Codes and Standards, without limiting the number, as follows:
 - 1. NFPA 70: National Electrical Code
 - 2. NFPA 101: Life Safety Code
 - 3. Occupational Safety and Health Standards
 - 4. Environmental Protection Agency
 - 5. National Fire Protection Association
 - 6. Department of Environmental Protection
 - 7. State Building Code
 - 8. State Electrical Code
 - 9. Inspectional Services Department
 - 10. National Electrical Safety Code
- F. In these specifications, references made to the following Industry Standards and Code Bodies are intended to indicate the latest volume or publication of the Standard. All equipment, materials and details of installation shall comply with the requirements and latest revisions of the following Bodies, as applicable:
 - 1. ANSI: American National Standards Institute
 - 2. ASTM: American Society of Testing Materials
 - 3. AWG: American Wire Gauge
 - 4. FM: Factory Mutual
 - 5. IEEE: Institute of Electrical and Electronics Engineers
 - 6. NEMA: National Electrical Manufacturers Association
 - 7. UL: Underwriters' Laboratories
- G. Electrical Contractor for the work in his scope of work shall give all necessary notices, obtain all permits, pay all governmental taxes, fees and other costs in connection with his work; file for necessary approvals with the jurisdiction under which the work is to be performed. Electrical Contractor shall obtain all required Certificates of Inspection for his respective work and deliver same to the Engineer before request for acceptance of his portion of work is made and before final payment.

1.4 QUALITY ASSURANCE

- A. Attention is directed to the provisions of the general requirements of the Contract Document Specifications regarding quality requirements for the work under this Contract. The Electrical Contractor shall review the requirements and assure all components are in compliance.
- B. The manufacturers listed within these specifications have been preselected for use on this project. No submittal will be accepted from a manufacturer other than specified, without written approval from the Engineer.
- C. Electrical Contractor shall furnish and install all equipment, accessories, connections and incidental items necessary to fully complete the work under his Contract for use, occupancy and operation by the Owner.
- D. Where equipment of an approved substitute manufacturer differ from that specified and require different arrangement or connections from those shown, it shall be the responsibility of the Subcontractor responsible for the substitution to modify the installation of the equipment / systems to operate properly and in harmony with the original intent of the drawings and specifications.
- E. When directed by the Electrical Engineer, the Electrical Contractor shall submit drawings showing the proposed, substitute installation. If the proposed installation is accepted, the Electrical Contractor shall make all necessary changes in all affected related work provided under his and other Sections including location of roughing-in connections by other Trades, conduit, supports, etc. All changes shall be made at no increase in the Contract amount or additional cost to the Owner. The Construction Manager shall be responsible to assure that the Subcontractor responsible for the substitution bears the cost arising to all other Trades as a result of the substitution.
- F. Unless specifically indicated otherwise, all equipment and materials required for installation under these specifications shall be new, unused and without blemish or defect. Equipment and materials shall be products which will meet with the acceptance of the Authorities having jurisdiction over the work and as specified hereinbefore. Where such acceptance is contingent upon having the products listed and/or labeled by FM or UL or another testing laboratory, the products shall be so listed and/or labeled. Where no specific indication as to the type or quality of material or equipment is indicated, a first class standard article shall be provided.

1.5 WARRANTY

- A. Attention is directed to the provisions of the General Requirements and Supplementary General Requirements regarding guarantees and warranties for work under this Contract.
- B. All warranties shall begin on the Date of Substantial Completion of the entire project or the Owner's acceptance of the workmanship and/or material covered by the warranty, whichever is later. The warranty coverage shall continue for the specified period. Refer to individual specification sections for warranty period. If no specific warranty period is specified, the warranty shall extend for a minimum of 365 days.
- C. Manufacturers shall provide their standard warranties for work under the Electrical Trades. However, such warranties shall be in addition to, and not in lieu of, all other liabilities which the

manufacturer and Electrical Contractor may have by law or by other provisions of the Contract Documents.

- D. All materials, items of equipment and workmanship furnished under the Electrical Section shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, workmanship or design which may develop shall be made good, forthwith, by and at the expense of the Electrical Contractor for the work under his Contract, including all other damage done to areas, materials and other systems resulting from this failure.
- E. The Electrical Contractor shall warranty that all elements of the systems which are to be provided under his Contract, are of sufficient capacity to meet the specified performance requirements as set forth herein or as indicated.
- F. Upon receipt of notice from the Owner or Engineer of failure of any part of the systems or equipment during the warranty period, the affected part or parts shall be replaced by the Electrical Contractor for his work or any other work affected by the failure(s).
- G. Electrical Contractor shall furnish, before the final payment is made, a written warranty covering the above requirements in accordance with the General Requirements.

1.6 DEFINITIONS

- A. Emergency Systems: Loads defined by NFPA 70, Article 700 "Emergency Systems". Those systems intended to supply egress lighting.
- B. Optional Standby Systems: Loads defined by NFPA 70, Article 702 "Optional Standby Systems". Those systems intended to supply loads such as laboratory equipment.
- C. Feeder: All circuit conductors between the service equipment, the source of a separately derived system, or other power supply source and the final branch-circuit overcurrent. Feeders may be identified in the "Legend of Feeder Sizes" identified on the drawings. All feeders are required to be in conduit. MC Cable is not permitted unless specifically approved by the Engineer via an RFI or substitution request form. Submittal reviews of product does not permit use of MC cable for feeders.
- D. Branch Circuit: The circuit conductors between the final overcurrent device protecting the circuit and the outlet(s) device. Branch circuits may be identified in the "Branch Circuit Schedule" on the drawings.
- E. Words in the singular shall also mean and include the plural, wherever the context so indicates, and words in the plural shall mean the singular, wherever the context so indicates.
- F. Wherever the terms "shown on drawings" are used in the specifications, they shall mean "noted", "indicated", "scheduled", "detailed", or any other diagrammatic or written reference made on the drawings.
- G. Wherever the term "provide" is used in the specifications it shall mean "furnish" and "install", "connect", "apply", "erect", "construct", or similar terms, unless otherwise indicated in the

specifications. Unless noted otherwise "provide" shall indicate "furnish & install as part of the base contract cost".

- H. Wherever the term "material" is used in the specifications it shall mean any "product", "equipment", "device", "assembly", or "item" required under the Contract, as indicated by trade or brand name, manufacturer's name, standard specification reference or other description.
- I. Wherever the term "promptly" is used it shall mean within two working days.
- J. The terms "approved", or "approval" shall mean the written approval of the Engineer.
- K. The term "Contract" or "Contract Documents" shall mean the entire set of Drawings and Specifications as listed in the Table of Contents of the General Conditions including all bound and unbound material and all items officially issued to date such as addenda, bulletins, job modifications, etc.
- L. The term "specification" shall mean all information contained in the bound or unbound volume, including all "Contract Documents" defined therein, except for the drawings.
- M. The terms "directed", "required", "permitted", "ordered", "designated", "prescribed", and similar words shall mean the direction, requirement, permission, order, designation or prescription of the Engineer; the terms "approved", "acceptable", "satisfactory", and similar words shall mean approved by, acceptable or satisfactory to the Engineer; and, the terms "necessary", "reasonable", "proper", "correct", and similar words shall mean necessary, reasonable, proper or correct in the judgment of the Engineer.
- N. "Accessible" indicates ease of access with or without the use of ladders and without requiring extensive removal of other equipment, such as ductwork, piping, etc. to gain access. "Accessible ceiling" indicates acoustic tile type hung ceilings. Concealed spline or sheetrock ceilings with access panels shall not be considered accessible ceilings.
- O. "Concealed" means hidden from sight in chases, furred spaces, shafts, hung ceilings, embedded in construction or in crawl spaces.
- P. "Exposed" means not installed underground or "concealed" as defined above.
- Q. "Medium voltage" refers to all equipment operating above 600 volts AC.
- R. "Electrical Contractor" refers to the Subcontractor responsible for furnishing and installation of all work indicated on the Electrical drawings and in the Electrical specifications.
- S. "Engineer" shall refer to the Engineer of Record responsible for these Contract Documents.
- T. "Owner" shall refer to the Owner "University of Rhode Island" or his designated representative.
- U. "Other Work Contractor" (O.W.C.) refers to the Contractor(s), or Subcontractor(s) performing work under other Sections of the Contract Documents.
- V. "Extended Storage" shall refer to any storage period that extends beyond 90 calendar days.

- W. "OCPD" shall refer to Overcurrent Protective Device as defined in the NFPA 70, National Electric Code.

1.7 GENERAL RESPONSIBILITIES

- A. The Electrical Contractor shall visit the site of the proposed renovations and base his bids from his own site examinations and estimates. The Electrical Contractor shall not hold the Engineer, Engineer, Owner or their agents or employees responsible for, or bound by, any schedule, estimate or of any plan thereof.
- B. The Electrical Contractor shall study the Contract Documents included under this Contract to determine exactly the extent of work provided under this Contract, as well as to ascertain the difficulty to be encountered in performing the work, in installing new equipment and systems and coordinating the work with the other Trades and existing building conditions.
- C. The Electrical Contractor shall faithfully execute his work according to the terms and conditions of the Contract and specifications, and shall take all responsibility for and bear all losses resulting to him in the execution of his work.
- D. The Electrical Contractor shall be responsible for the location and performance of work provided under his Contract as indicated on the Contract Documents. All parties employed directly or indirectly by the Electrical Contractor shall perform their work according to all the conditions as set forth in these specifications.
- E. The Electrical Contractor shall furnish all materials and do all work in accordance with these specifications, and any supplementary documents provided by the Engineer. The work shall include everything shown on the drawings and/or required by the specifications as interpreted by the Engineer, regardless of where such information is indicated in the Contract Documents (Architectural, HVAC, Plumbing, Fire Protection, etc.). Unless specifically indicated otherwise, all work and materials furnished and installed shall be new, unused and of the best quality and workmanship.
- F. Where discrepancies in scope of work as to what Trade provides items, such as starters, disconnects, flow switches, etc. exist, such conflicts shall be reported to the Engineer during bidding and prior to signing the Contract. If such action is not taken, the Electrical Contractor shall furnish such items as part of his work as necessary, for complete and operable systems and equipment, as determined by the Engineer.
- G. Where drawing, details, plans, specification requirements and/or scheduled equipment capacities are in conflict and where feeders, branch circuits or equipment are shown to be different between plans and/or between plans and riser diagrams, details or specifications, the most stringent requirement will be included in the Contract. Electrical systems and equipment called in the specification and/or shown on the drawings shall be provided under this Contract as if it were required by both the drawings and specifications. However, prior to ordering or installation of any portion of work which appears to be in conflict, such work shall be brought to Engineer's attention for direction as to what is to be provided. Electrical systems and equipment called for in the specification and/or shown on the drawings shall be provided under this Contract as if it were required by both the drawings and specifications. Prior to ordering or installation of any portion of work which appears to be in conflict, such works shall be brought to Engineer's attention for direction as to what is to be provided. Any and all costs associated

with any work necessitated by failure to adhere to this requirement, shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.

1.8 COORDINATION OF WORK

- A. The Electrical Contractor shall compare his drawings and specifications with those of other Trades as well as the Architectural drawings and specifications, and report any discrepancies between them to the Engineer and obtain from the Engineer written instructions for changes necessary in the electrical work.
- B. The Electrical Contractor shall be responsible for coordinating their work with that of all other Trades. The Electrical Contractor shall cooperate with all other Trades to assure the steady progress of all work under the Contract.
- C. The Electrical Contractor shall make proper provisions to avoid interferences in a manner approved by the Engineer. All changes required in the work of the Electrical Contractor or that of any other trade caused by the Electrical Contractor's neglect, shall be made by him at his own expense, to the Engineer's satisfaction. Any and all costs associated with any additional work necessitated by failure to adhere to this requirement, shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.
- D. The Electrical Contractor must include in his bid sufficient dollar amounts to coordinate the scope of work of this Contract. Any and all costs associated with any additional work necessitated by failure to adhere to this requirement, shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.
- E. Locations of conduits, boxes distribution equipment, systems, etc, shall be adjusted to accommodate the work with interferences anticipated and encountered. The Electrical Contractor shall determine the exact routing and location of his systems prior to fabrication or installation of any system.
- F. Lines which pitch shall have the right-of-way over those which do not pitch. For example, steam piping shall normally have the right-of-way. Lines whose elevations cannot be changed shall have the right-of-way over lines whose elevations can be changed.
- G. Offsets, transitions and changes of direction in all systems shall be made as required to maintain proper headroom and pitch of sloping lines whether or not indicated on the drawings. The Electrical Contractor shall provide such fittings / offsets in busway or raceway as required for his work to affect these offsets, transitions and changes in direction.
- H. All work shall be installed in a way to permit removal of pull and junction box covers, wiring, lighting fixtures, and all other system components provided under this Contract requiring periodic replacement or maintenance. All pull and junction boxes shall be arranged in a manner to clear the openings of swinging overhead access doors as well as ceiling tiles. Any items in the field discovered to be in non-compliance shall be removed and relocated, as required, and as directed by the Engineer. Any and all costs associated with any additional work necessitated by failure to adhere to this requirement, shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner

- I. The Contract Drawings are diagrammatic only intending to show general runs and locations of conduits, distribution equipment, lighting fixtures, systems equipment, etc, and not necessarily showing all required offsets, details and accessories and equipment to be connected. It is the Electrical Contractors responsibility as part of this contract to insure that all work is accurately laid out with other Trades to avoid conflicts and to obtain a neat and workmanlike installation which will afford maximum accessibility for operation, maintenance and headroom.
- J. Final location of all electrical equipment provided as part of this Contract including, but not necessarily limited to; lighting fixtures, smoke detectors, exit signs, switches, receptacles, fire alarm devices, etc., shall be coordinated with the Architectural reflected ceiling plans, architectural elevations, and/or other Architectural details, as applicable and shall not be scaled from locations indicated on the electrical drawings.

1.9 EQUIPMENT AND MATERIALS

- A. Equipment and materials shall be delivered to the site and stored in original sealed containers, suitably sheltered from the elements, but readily accessible for inspection by the Engineer until installed. All equipment or the component of equipment such as controls, subject to moisture damage shall be stored in dry, heated spaces. Equipment such as switchgear with heater elements installed shall have the heater elements energized after the equipment is received by the Electrical Contractor.
- B. Equipment shall be tightly covered and protected against dirt, water, and chemical or mechanical injury and theft. At the completion of the work, equipment and materials shall be cleaned and turned over to the Owner in a condition satisfactory to the Engineer. Damage or defective equipment or installations shall be replaced or repaired by the Electrical Contractor's to the satisfaction of the Engineer at no additional cost to the Owner.
- C. The Electrical Contractor shall make necessary field measurements to ascertain space requirements, for equipment and connections to be provided under his respective Trade and shall furnish and install such sizes and shapes of equipment to allow for the final installation to conform to the drawings and specifications.
- D. Manufacturer's directions shall be followed completely in the delivery, storage, protection and installation. Promptly notify the Engineer in writing of any conflict between any requirements of the Contract Documents and the manufacturer's directions.
- E. Obtain the Engineer's written instructions before proceeding with the work. Should Electrical Contractor perform any work that does not comply with the manufacturer's directions or written instructions from the Engineer, he shall bear all costs arising in correcting any deficiencies that should arise.
- F. All equipment of one type (such as distribution equipment, cable, wiring devices, fire alarm system, etc.) shall be the products of one manufacturer.
- G. All equipment and materials shall be delivered and stored in accordance with the Manufacturer's published requirements. Any equipment or material damage or degradation resulting from the failure to adhere to this requirement shall be the sole responsibility of the Electrical Contractor. Any costs associated with the repair or replacement of said equipment

and material (to the satisfaction of the Engineer) will not be reimbursed by the Owner in any manner.

- H. Equipment delivery from the manufacturer to the riggers yard/job site shall be coordinated with installation schedule. "Extended Storage" shall not be permitted without written permission of the Engineer.
- I. Where permitted, conditions of "Extended Storage" such as temporary heating storage location, weather proofing insurance, extended warranty, etc. shall be provided to the satisfaction of the Engineer. All such measures shall be provided at no additional cost to the Owner.

1.10 CABLE TERMINATION TEMPERATURE RATINGS

- A. All equipment terminations connecting to wire and cable, rated 600V or less shall be rated for 75°C for conductors 1 AWG and smaller and/or where conductor ampacities are 100 A or less.

1.11 USE OF PREMISES

- A. The Electrical Contractor shall confine all apparatus, storage of materials and construction to the limits as directed by the Engineer or Owner's designated representative and he shall not encumber the premises with his materials. The Electrical Contractor shall be held responsible for repairs, patching, or cleaning arising from any unauthorized use of premises.
- B. Notwithstanding any approvals or instructions which must be obtained by the Electrical Contractor from the Engineer in connection with the use of the premises, the responsibility for the safe working conditions at the site shall remain that of the Electrical Contractor. The Engineer or Owner shall not be deemed to have any responsibility or liability in connection with safe working conditions at the site.

1.12 PROTECTION

- A. Existing and new equipment and systems shall be properly protected during construction and all conduit openings shall be temporarily closed so as to prevent obstruction and damage. The Electrical contractor shall post notices prohibiting the use of all systems provided under the Electrical Contract, prior to completion of work and acceptance of all systems by the Owner (or the Owner's designated representative) except as otherwise, instructed by Engineer. The Electrical Contractor shall take any and all necessary precautions to protect materials and equipment furnished under this Contract from damage and theft.
- B. The Electrical Contractor shall furnish, place and maintain proper safety guards for the prevention of accidents that might be caused by the workmanship, materials, equipment or electrical systems provided under his Contract.

1.13 DAMAGE TO OTHER WORK

- A. The Electrical Contractor shall be held responsible and shall pay for all damages caused by his work to the building structures including but not necessarily limited to; equipment, conduits,

wall, doors, ceilings, floors, windows, ductwork, piping, systems, etc., and all other work and finishes installed under this Contract. Repair of such damage shall be done by the Construction Manager at the expense of the Electrical Contractor, to the Engineer's satisfaction. Any and all costs associated with any additional work necessitated to make such repairs, shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner

1.14 CORRECTION OF WORK

- A. The Electrical Contractor shall be responsible for the correction of all work installed as part of this contract that is deemed defective or otherwise not in accordance with the Contract documents by the Engineer.

1.15 EXTRA WORK

- A. No claim for extra work will be allowed unless it is authorized in writing by the Engineer prior to the commencement of work.

1.16 SUBMITTALS

- A. Prepare and submit shop drawings in accordance with the requirements specified in these Contract Documents, and with the Shop Drawings, Product Data and Samples Section of the Contract Specification in the manner described therein, modified as noted hereinafter.
- B. All shop drawings shall have clearly marked the appropriate specification number of drawing designation, for identification of the submittal.
- C. The Electrical Contractor shall be responsible for seeking reconciliation of any deviations between the Contract Drawings or Specifications, by submitting a letter itemizing or calling attention to such deviations prior to the issuance of the Contract submittal(s) to secure approval from the Engineer.
- D. Specifications Compliance Statement
 1. The manufacturer shall submit a point by point statement of compliance with the specifications.
 2. The statement of compliance shall consist of a list of all paragraphs (line by line).
 3. Where the proposed system complies fully, such shall be indicated by placing the word "comply" opposite the paragraph number.
 4. Where the proposed system does not comply, or accomplishes the stated function in a manner different from that described, a full description of the deviation shall be provided.
 5. Where a full description of a deviation is not provided, it shall be assumed that the proposed system does not comply with the paragraph in question.
 6. Submissions which do not include a point by point statement of compliance as specified shall be disqualified.
 7. Where submittal cut sheets or product data contain multiple items, the products included as part of the Contract submitted for review shall be clearly delineated from other product information via highlighting, arrows or underscores or by similar such markings. Product

data submittals that do not meet this requirement will be returned to the Electrical Contractor for revision.

1.17 MANUFACTURER'S REPRESENTATIVE

- A. Where directed in the Contract Documents, the Electrical Contractor shall provide for startup and testing, the on-site services of a competent factory trained manufacturer's technician of the manufacturer of specific equipment to inspect, test, adjust and place in proper operating condition any and all items of the same manufacturer. A written report shall be with the results of the startup and testing. These services shall be provided as part of the Contract. Any and all costs associated with additional startup or testing necessitated by equipment failure or non-performance shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.

1.18 TOUCH-UP AND REPAIRS

- A. The Electrical Contractor shall paint, re-finish or repair any equipment provided under this Contract that is blemished, scratched, dented, racked, etc. during the installation process. All such repairs shall be made to the satisfaction of the Engineer. Any and all additional costs associated with any repair work shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.

1.19 RECORD DRAWINGS/AS-BUILT DRAWINGS

- A. The Electrical Contractor shall maintain a current of drawings at the site a set on which accurately show the actual installation of all work provided under the Contract. These drawings shall clearly indicate any variation from the Contract Drawings, in accordance with the General Conditions. Changes, whether resulting from formal change orders or other instructions issued by the Engineer, shall be recorded. These drawings shall also clearly include any and all changes in sizes, location, and dimensions of poles, conduit, transformers, etc.
- B. The Electrical Contractor shall indicate progress by coloring-in various conduits, equipment and associated appurtenances exactly as they are erected. This process shall incorporate both the changes noted above and all other deviations from the original drawings whether resulting from job conditions encountered or from any other causes.
- C. The marked-up and colored-up prints will be used as a guide for determining the progress of the work installed. They shall be inspected periodically by the Engineer and Owner and they shall be corrected immediately if found either inaccurate or incomplete. The Engineer reserves the right to use these drawings as a basis to track construction completeness and authorize payments.
- D. At the completion of the job, these prints shall be submitted to the Engineer for final review and comment. The prints will be returned with appropriate comments and recommendations. These corrected prints, together with corrected prints indicating all the revisions, additions and deletions of work, shall form the basis for preparing a set of As-built Record Drawings.

- E. The Subcontractor shall be responsible for generating as-built Record Drawings utilizing CAD based documents in AutoCAD Release 2014 DWG or DXF format. A bound set of plans, as well as the computer files, on disk, shall be turned over to the Engineer for review. After acceptance of the as-built documents by the Engineer, the Electrical Contractor shall make any corrections necessary to the as-built documents and prepare at a minimum two bound print sets for distribution to the Owner via the Engineer. The Engineer reserved the right to request additional sets as necessary to suit the needs of the Project.
- F. The Electrical Contractor may use the computer drawing files used for coordination drawings or may request the Engineers most recently updated computer drawing files. The Engineer may provide these files as a courtesy for the Electrical Contractors use, however the updated drawings may not include all changes made during the course of construction. It shall be the Electrical Contractors responsibility to update the as-built documents to include all changes brought forth to the project resulting from bulletins, request for information (RFI's), change orders, etc. The Electrical Contractor may review the Engineers latest computer files for completeness prior to use, however the Engineer will not be responsible for updating the computer files. The use of these files will be at the Electrical Contractors risk.
- G. Included with the above shall be a complete drawing list and a standard layering system, which shall be required to be maintained within the as-built Record CAD documents.
- H. The Subcontractor shall be issued bulletins in the same manner as the original Design Documents described above.
- I. The as-built CAD documents required shall be in addition to other requirements stated elsewhere.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 COOPERATION AND WORK PROGRESS

- A. The Electrical work shall be carried on under the usual construction conditions, in conjunction with all other work at the site. The Electrical Contractor shall cooperate with the Engineer, Construction Manager, all other Subcontractors and equipment suppliers working at the site.
- B. The Electrical Contractor shall coordinate his work with the progress of the building and other Trades so that he will complete his work as soon as conditions permit and such that interruptions of the building functions will be at a minimum. Any overtime hours worked or additional costs incurred due to lack of or improper coordination with other Trades or the Owner by the Electrical Contractor shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.
- C. The Electrical Contractor shall furnish information on all equipment that is furnished under this Section but installed under another Section to the installing Subcontractor as specified herein.

- D. The Electrical Contractor shall provide all materials, equipment and workmanship to provide for adequate protection of all electrical equipment during the course of construction of the project. This shall also include protection from moisture and all foreign matter. The Electrical Contractor shall also be responsible for damage which he causes to the work of other Trades, and he shall remedy such injury at his own expense.
- E. Waste materials shall be removed promptly from the premises. All material and equipment stored on the premises shall be kept in a neat and orderly fashion. Material or equipment shall not be stored where exposed to the weather. The Electrical Contractor shall be responsible for the security, safekeeping and damages, including acts of vandalism, of all material and equipment stored at the job site.
- F. The Electrical Contractor shall be responsible for storing all materials and equipment in accordance with the Manufacturer's recommendations to the satisfaction of the Engineer. Any and all costs associated with equipment and material replacements or repairs required by the failure to adhere to proper storage procedures shall be the sole responsibility of the Electrical Contractor. These costs will not be reimbursed by the Owner in any manner.
- G. The Electrical Contractor shall be responsible for unloading all electrical equipment and materials delivered to the site. This shall also include all large and heavy items or equipment which require hoisting. Consult with the Construction Manager for hoisting/crane requirements. During construction, the Electrical Contractor shall provide additional protection against moisture, dust accumulation and physical damage of the equipment provided under this Contract. This protection shall include, but not necessarily limited to, furnishing and installing temporary heaters within these units, as approved, to evaporate excessive moisture and ventilate it from the room, as may be required.
- H. It shall be the responsibility of the Electrical Contractor to coordinate the delivery of the electrical equipment to the project prior to the time installation of equipment will be required; but he shall also make sure such equipment is not delivered too far in advance of such required installation, to ensure that possible damage and deterioration of such equipment will not occur. Such equipment stored for an excessively long period of time (as determined in the opinion of the Engineer) on the project site prior to installation may be subject to rejection by the Engineer.
- I. The Electrical Contractor shall erect and maintain, at all times, necessary safeguards for the protection of life and property of the Owner, Workmen, Staff and the Public.
- J. Prior to installation, the Electrical Contractor has the responsibility to coordinate the exact mounting arrangement and location of electrical equipment to allow proper space requirements as indicated in the NEC. Particular attention shall be given in the field to group installations. If it is questionable that sufficient space, conflict with the work of other Subcontractors, architectural or structural obstructions will result in an arrangement which will prevent proper access, operation or maintenance of the indicated equipment, the Electrical Contractor shall immediately notify the Contractor and not proceed with this part of the Contract work until definite instructions have been given to him by the Engineer.
- K. The Electrical Contractor shall not allow any equipment or piping foreign to the electrical installation to be installed or pass through any room in which electrical systems or equipment are located, such as electric rooms, electric closets, telephone or data closets. The Electrical Contractor shall notify the Contractor of such violations and request immediate removal.

3.2 INSTALLATION

A. General

1. Unless specifically noted or indicated otherwise, all equipment and material specified in Division 26 of this specification or indicated on the drawings shall be installed under this Contract whether or not specifically itemized herein. This Section covers particular installation methods and requirements peculiar to certain items and classes or material and equipment.
2. The Electrical Contractor shall obtain detailed information from manufacturers of equipment as to proper methods of installation.
3. The Electrical Contractor shall obtain final roughing dimensions and other information as needed for complete installation of items furnished under other Sections or furnished by the Owner.
4. The Electrical Contractor shall keep fully informed of size, shape and position of openings required for material and equipment provided under this and other Sections. Ensure that openings required for work of this Section are coordinated with work of other Sections. Provide cutting and patching as necessary.
5. All miscellaneous hardware and support accessories, including support rods, nuts, bolts, screws and other such items, shall be of a galvanized or cadmium plated finish or of another approved rust-inhibiting coating.
6. Throughout this Section where reference is made to steel channel supports, it shall be understood to mean that the minimum size shall be 1 5/8" mild strip steel with minimum wall thickness of 0.105", similar to Unistrut P1000 or equal products manufactured by Kindorf or Husky Products Co.

3.3 MATERIALS AND WORKMANSHIP

- A. Except as specified otherwise, material and equipment shall be new, factory tested and delivered ready for field installation. Provide supplies, accessories and connections necessary for complete and operational installation. Provide components required or recommended by OSHA and applicable NFPA documents. Equipment damaged during installation shall be repaired to new condition or replaced with new material. The contractor shall be responsible for all costs associated with testing, replacing to repair, including but not limited to, all replacement or repair costs, preparations prior to testing, all testing costs, extended warranties, re-commissioning of the equipment, etc. with no additional cost to the contract.
- B. Despite references in the specifications or on the drawings to materials or pieces of equipment by name, make or catalog number, such references shall be interpreted as establishing standards of quality for materials and performance.
- C. Finish of materials, components and equipment shall not be less than Industry good practice. When material or equipment is visible or subject to corrosive or atmospheric conditions, the finish shall be as approved by the Engineer.
- D. Provide proper access to material or equipment that requires inspection, replacement, repair or service. If proper access cannot be provided, confer with the Engineer as to the best method of approach to minimize effects of reduced access.

- E. All work shall be installed in a neat, rectilinear and workmanlike manner and shall be done in accordance with all Local and State Codes.
- F. The Owner will not be responsible for material, equipment or the installation of same before final testing and acceptance.
- G. Install material and equipment in accordance with manufacturers written instructions. Installation shall operate safely and without noise, vibration or corrosion. Work shall be properly and effectively protected, and raceway openings shall be temporarily closed to prevent obstruction and damage before completion.
- H. The contractor shall take steps necessary to ensure that all materials and equipment can be delivered and installed in sections sufficiently small to fit within openings in the building and that the weight and size of all equipment pieces so not exceed the capacity of the hoisting and/or elevator system.

3.4 CLEANING

- A. This Section of the specifications shall include the cleaning of all equipment on a day-to-day basis and final cleaning of all electrical equipment prior to turning building over to the Owner. All necessary cleaning referred to herein shall be cleaned to the satisfaction of the Engineer.
- B. Electrical Distribution Equipment
 - 1. All electrical distribution equipment shall be completely cleaned and dried inside and out prior to initial energizing,
 - 2. Cleaning shall consist of vacuuming all busses, windings, enclosures (inside and out), etc, After vacuuming is complete, all equipment shall be wiped down,
 - 3. If equipment is wet or contains moisture, it shall be thoroughly dried and inspected by the manufacturer's representative before energizing,
- C. Raceways and Junction Boxes
 - 1. All raceways and junction boxes shall be blown out and dried prior to installation of feeder conductors and branch circuit conductors,
- D. Low Tension Systems
 - 1. All cabinets and panels for low tension systems shall be thoroughly cleaned and dried prior to system start-up,

3.5 FINAL INSPECTION

- A. When all Electrical work on the project has been completed and is ready for final inspection, in accordance with the Contract requirements, the Electrical Contractor shall notify the Engineer. Acceptance of contract work demonstrated in final acceptance will be contingent on Engineer's satisfaction that the project work has in fact been completed in conformance the Contract Documents.

Thompson Consultants, Inc.
April 3, 2015

Alton Jones Utility Power for Explosive Lab

END OF SECTION 260100

SECTION 260500 - COMMON WORK RESULTS FOR ELECTRICAL

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:

1. Electrical equipment coordination and installation.
2. Sleeves for raceways and cables.
3. Sleeve seals.
4. Grout.
5. Common electrical installation requirements.

1.3 DEFINITIONS

- A. EPDM: Ethylene-propylene-diene terpolymer rubber.
- B. NBR: Acrylonitrile-butadiene rubber.

1.4 SUBMITTALS

- A. Product Data: For sleeve seals.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:

1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
3. To allow right of way for piping and conduit installed at required slope.
4. So connecting raceways, cables, wireways, cable trays, and busways will be clear of obstructions and of the working and access space of other equipment.

1.6 MATERIALS AND WORKMANSHIP

- A. Work shall be neat and rectilinear. Install material and equipment in accordance with manufacturers written instructions. Installation shall operate safely and without noise, vibration or corrosion. Work shall be properly and effectively protected, and raceway openings shall be temporarily closed to prevent obstruction and damage before completion.
- B. Except as specified otherwise, material and equipment shall be new, factory tested and delivered ready for field installation. Provide supplies, accessories and connections necessary for complete and operational installation. Provide components required or recommended by OSHA and applicable NFPA documents. Equipment damaged during installation shall be repaired to new condition or replaced with new material. The contractor shall be responsible for all costs associated with testing, replacing to repair, including but not limited to, all replacement or repair costs, preparations prior to testing, all testing costs, extended warranties, re-commissioning of the equipment, etc. with no additional cost to the contract.
- C. The contractor shall take steps necessary to ensure that all materials and equipment can be delivered and installed in sections sufficiently small to fit within openings in the building and that the weight and size of all equipment pieces so not exceed the capacity of the hoisting and/or elevator system.
- D. Owner will not be responsible for material and equipment before testing, commissioning, and acceptance.

PART 2 - PRODUCTS

2.1 SLEEVES FOR RACEWAYS AND CABLES

- A. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized steel, plain ends.
- B. Cast-Iron Pipe Sleeves: Cast or fabricated "wall pipe," equivalent to ductile-iron pressure pipe, with plain ends and integral water stop, unless otherwise indicated.
- C. Sleeves for Rectangular Openings: Galvanized sheet steel.
 - 1. Minimum Metal Thickness:
 - a. For sleeve cross-section rectangle perimeter less than 50 inches (1270 mm) and no side more than 16 inches (400 mm), thickness shall be 0.052 inch (1.3 mm).
 - b. For sleeve cross-section rectangle perimeter equal to, or more than, 50 inches (1270 mm) and 1 or more sides equal to, or more than, 16 inches (400 mm), thickness shall be 0.138 inch (3.5 mm).

2.2 SLEEVE SEALS

- A. Description: Modular sealing device, designed for field assembly, to fill annular space between sleeve and raceway or cable.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Advance Products & Systems, Inc.
 - b. Calpico, Inc.
 - c. Metraflex Co.
 - d. Pipeline Seal and Insulator, Inc.
2. Sealing Elements: EPDM interlocking links shaped to fit surface of cable or conduit. Include type and number required for material and size of raceway or cable.
3. Pressure Plates: Carbon steel. Include two for each sealing element.
4. Connecting Bolts and Nuts: Carbon steel with corrosion-resistant coating of length required to secure pressure plates to sealing elements. Include one for each sealing element.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive, nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.4 CORDS AND CAPS

- A. Attachment Plug Configuration: Match receptacle configuration at outlet with plug provided for equipment.
- B. Cord Construction: Oil-resistant thermoset insulated Type SO multiconductor flexible cord with identified equipment grounding conductor, suitable for extra hard usage in damp locations.
- C. Cord Size: Suitable for connected load of equipment and rating of branch circuit overcurrent protection.

PART 3 - EXECUTION

3.1 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Comply with NECA 1.
- B. Avoid interference with structure and with work of other trades, preserving adequate headroom and clearing doors and passageways, to satisfaction of Architect and in accordance with code requirements. Installation shall permit clearance for access to equipment for repair, servicing and replacement.
- C. Install equipment so as to properly distribute equipment loads on building structural members provided for equipment support under other Sections. Roof-mounted equipment shall be installed and supported on structural steel provided under other Sections.
- D. Provide steel supports and hardware for proper installation of hangers, anchors, guides, etc.

- E. Provide cuts, weights, and other pertinent data required for proper coordination of equipment support provisions and installation.

3.2 SLEEVE INSTALLATION FOR ELECTRICAL PENETRATIONS

- A. Electrical penetrations occur when raceways, cables, wireways, cable trays, or busways penetrate concrete slabs, concrete or masonry walls, or fire-rated floor and wall assemblies.
- B. Concrete Slabs and Walls: Install sleeves for penetrations unless core-drilled holes or formed openings are used. Install sleeves during erection of slabs and walls.
- C. Use pipe sleeves unless penetration arrangement requires rectangular sleeved opening.
- D. Cut sleeves to length for mounting flush with both surfaces of walls.
- E. Aboveground, Exterior-Wall Penetrations: Seal penetrations using [steel] [cast-iron] pipe sleeves and mechanical sleeve seals. Select sleeve size to allow for 1-inch (25-mm) annular clear space between pipe and sleeve for installing mechanical sleeve seals.

3.3 SLEEVE-SEAL INSTALLATION

- A. Install to seal exterior wall penetrations.
- B. Use type and number of sealing elements recommended by manufacturer for raceway or cable material and size. Position raceway or cable in center of sleeve. Assemble mechanical sleeve seals and install in annular space between raceway or cable and sleeve. Tighten bolts against pressure plates that cause sealing elements to expand and make watertight seal.

END OF SECTION 260500

SECTION 260514 – AERIAL SPACER CABLE SYSTEMS

PART 1 - GENERAL

1.1 SCOPE

- A. This specification covers the minimum requirements for the design, manufacturing, testing and performance of cable, messenger and hardware components used in solidly grounded aerial spacer cable systems.

1.2 PERFORMANCE REQUIREMENTS

- A. The spacer cable system shall be designed for superior reliability compared to bare open wire systems. This includes the ability to support moderate size tree limbs or to support itself when a pole has been broken. The system shall be designed to withstand short term phase to phase contact or phase to ground contact without causing an outage. The system shall be capable of operating at ambient temperatures of -40 °F to 120 °F. The cable shall be designed to operate up to 75 °C under normal conditions and up to 100 °C under emergency overload conditions:

1.3 REFERENCE STANDARDS

- A. The cable, messenger and hardware shall conform to the following specifications except where modified by this specification.
 - 1. National Electrical Safety Code, ANSI C2
 - 2. Concentric Lay Stranded, Aluminum 1350 Conductors, ASTM B 231
 - 3. Compact Round Concentric Lay Stranded Aluminum 1350 Conductors, ASTM B 400
 - 4. Concentric Lay Stranded Aluminum Clad Steel Conductors, ASTM B 416
 - 5. Aluminum Clad Steel Core Wire for Aluminum Conductors, Aluminum Clad Steel Reinforced ASTM B 502
 - 6. Concentric Lay Stranded Aluminum Conductors, Aluminum Clad Steel Reinforced, ASTM B 549.
 - 7. Polyethylene Plastics Molding and Extrusion Materials, ASTM D 1248.
 - 8. Thermoplastic Insulated Wire and Cable for the Transmission and Distribution of Electrical Energy, ICEA S-61-402.
 - 9. Weather Resistant Polyolefin Covered Wire & Cable, ICEA S-70-547.

1.4 SUBMITTALS

- A. A comprehensive submittal including all components specified herein and as required for a complete operational system shall be submitted and approved by the engineer prior to release for manufacturing by the contractor.

PART 2 - PRODUCTS

2.1 COVERED CONDUCTOR

- A. Conductor: The conductor material shall be 1350-H19 aluminum. Sizes 1/0 AWG and larger shall be compact concentric strand in accordance with ASTM B 400. The lay direction for all conductors shall be right hand lay. The stranding shall be class A or class AA. The center strand shall be indent marked with the manufacturers name and year of manufacture at 12 inch intervals. Standard conductor sizes are shown in Table 1.
- B. Conductor Shield: The conductor shield shall be an extruded black semiconducting polymer meeting the physical requirements of ICEA S-61-402. The nominal thickness is shown in table 1. The minimum thickness at any point shall not be less than 0.010”.
- C. Covering: The covering shall consist of two layers which are thermally bonded to each other and to the conductor shield. The first layer shall be an extruded natural (clear) low density polyethylene which shall comply with ASTM 1248 for Type I, Class A, Category 5, Grade E3 material. The outer layer shall be an extruded black track resistant high density polyethylene which shall comply with ASTM 1248 for Type III, Class B, Category 4, Grade E9 or J4 material. The nominal thickness is shown in table 1. The minimum thickness of the two layers shall not be less than 90% of the nominal thickness.
- D. Manufacturing: The three layers shall be extruded in one pass. The overall diameter shall have a tolerance of + 0.020”/-0.010” from the nominal diameter shown in table 1. The concentricity of the three layers combined shall not be less than 85% for individual measurements and no less than 90% when averaged over the entire production run.

Table 1

15KV Cable Dimensions

Conductor Size	Type	Strands	Conductor Diameter	Conductor Shield Thickness (Nominal)	Insulation Thickness (Nominal)		Finished Diameter (Nominal)
					Inner	Outer	
1/0 AWG	Compact	7	0.336”	0.015”	0.075”	0.075”	0.666”

- E. Testing:
 - 1. Qualification Tests shall consist of all the production tests required in section 4.5.2. In addition, the outerlayer shall meet the requirements in table 2 below. Qualification data shall be submitted upon request of the purchaser.

Table 2

Qualification Tests for Covered Conductors

Test	Reference Standard	Requirement
Environmental Stress Cracking	ASTM D 1693	No Cracking
Weatherometer Test	ASTM G 26, Method 1	75% retention of tensile strength and elongation after 3000 hours.

2. Production Tests are shown in table 3. Tests that apply to raw materials shall be performed on each lot and tests that apply to finished cable shall be performed on each reel. Tests reports shall be furnished upon request. The AC spark test shall be performed continuously as the cable is extruded. The applied voltage shall be the voltage shown in table 3 multiplied by the thickness in mils of both insulating layers combined.

Table 3

Production Tests for Covered Conductors

Test	Component	Reference Standard	Requirement
Conductor Diameter	Conductor	ASTM B231, ASTM B400	Table 1 above
Wall Thickness	Finished Cable	---	Table 1 above
Concentricity	Finished Cable	---	85% min.
Finished Diameter	Finished Cable	---	Table 1 above
DC Resistance*	Conductor	ICEA S-61-402	ICEA S-61-402
Track Resistance	Outer Covering	ASTM D 2303	1000 minutes minimum time to track at 2500 volts.
Tensile Strength* & Elongation*	Conductor Shield	ICEA S-61-402	ICEA S-61-402
	Covering	ICEA S-70-547	ICEA S-70-547
Volume Resistivity*	Conductor Shield	ICEA S-61-402	500 $\Omega \bullet \text{cm}$
Spark Test, AC	Finished Cable	ICEA S-61-402	100 Volts AC/mil

* Test data from raw material supplier is acceptable.

F. Cable Identification (Optional):

1. The finished cable shall be identified using surface print with the manufacturers name, conductor size, conductor material, covering material and sequential footage markings.

G. Packaging: Completed conductor shall be packaged in continuous lengths on non-returnable wooden reels. Reels shall meet the requirements of NEMA WC-26. The actual length shall have a tolerance of -0/+5% from the nominal length.

1. Reel Tags: A weather resistant reel tag shall be attached to the outside of the flange. The tag shall include the ship to location, length of cable, gross, net and tare weight, purchase order #, manufacturers name, date of manufacture, conductor size and stranding, conductor material, covering material and thickness, manufacturers production order number and reel serial number.

2.2 MESSENGER WIRE

- A. The messenger shall be an alumoweld or alumoweld-aluminum stranded wire. Alumoweld strands shall be hard drawn aluminum clad steel and aluminum wires shall be hard drawn 1350-H19 temper. The messenger shall not be stressed beyond 60 % of its ultimate strength when loaded with cables, spacers and the ice and wind loads given in rule 251 in the NESC code (ANSI C2). A messenger with a breaking strength of at least 10,000 lbs. is recommended for most applications.

Table 4

Standard Messenger Wires					
Messenger	Diameter	Aluminum Strands	Alumoweld Strands	Breaking Strength	Weight
252 AWA	.386"	2 x .1285"	5 x .1285"	11,960 lbs.	218 lbs/1000 ft.
052 AWA	.486"	2 x .1620"	5 x .1620"	17,120 lbs.	346 lbs/1000 ft.
7#6 AW	.486"	N/A	7 x .1620"	22,730 lbs.	416 lbs/1000 ft.

2.3 SPACERS

- A. Design: The spacers shall be designed with sufficient mechanical strength to support the phase conductors at 30 foot intervals. The spacers shall hold the conductors in a diamond configuration with phase to phase spacing of at least 7 inches for 15 KV systems. The leakage distance between any two phases or any phase to messenger shall be no less than 10 1/2 inches for 15 KV systems.
- B. Material: The spacer shall be molded of gray track resistant high density polyethylene which shall comply with ASTM 1248 for Type III, Class B, Category 4, Grade E9 or J4 material. The dielectric constant of the spacer shall be equal to that of the cable insulation.
- C. Testing:
 - 1. Qualification Tests: Qualification tests shall consist of the requirements in table 5 below. Qualification data shall be submitted upon request of the purchaser.

Table 5

Qualification Tests for Polyethylene Spacers

Test	Reference Standard	Requirement
Environmental Stress Cracking	ASTM D 1693	No Cracking
Weatherometer Test	ASTM G 26, Method 1	75% retention of tensile strength and elongation after 3000 hours.
Track Resistance Test	ASTM D 2303	1500 minutes minimum time to track at 2500 volts.

- D. Ring Ties: The spacers shall be furnished with four ring ties to secure the messenger and conductors. The ring ties shall be designed so that they may be applied with a hot stick. The material shall be gray ultraviolet resistant EPR rubber.

2.4 INSULATORS

- A. Testing:
 - 1. Qualification tests shall consist of the requirements in table 6 below. Qualification data shall be submitted upon request of the purchaser.

Table 6

Qualification Tests for Polyethylene Insulators

Test	Reference Standard	Requirement
Environmental Stress Cracking	ASTM D 1693	No Cracking
Weatherometer Test	ASTM G 26, Method 1	75% retention of tensile strength and elongation after 3000 hours.
Track Resistance Test	ASTM D 2303	1500 minutes minimum time to track at 2500 volts.

2. Production Tests shown in table 7 shall be performed on a sampling basis to insure consistency of the product. Test reports shall be furnished upon request.

2.5 POLE HARDWARE & BRACKETS

A. Tangent Brackets:

1. Tangent brackets shall be fabricated from T6 heat treated 356 aluminum alloy or ductile iron galvanized to ASTM A-153. Tangent brackets shall be a minimum of 14 inches long for 15 KV systems. The 14 inch brackets shall have a minimum vertical yield strength of 3200 lbs. The mounting holes shall be 13/16 inch diameter and separation shall be 8 inches center to center.

B. Angle Brackets:

1. Angle brackets shall be fabricated from galvanized steel channel iron. The bracket shall be designed to support the conductors in a compact triangular configuration on polyethylene pin type insulators. The bracket shall have a minimum vertical yield strength of 500 lbs. at each conductor position.

C. Dead-end Brackets:

1. Dead-end brackets shall be fabricated from galvanized steel channel/angle iron. The bracket shall be designed to support the conductors in a compact triangular configuration. The bracket shall have a minimum vertical yield strength of 500 lbs. at each conductor position.

D. Miscellaneous Hardware:

1. The supplier shall have available all the miscellaneous hardware required for the proper installation and operation of an aerial spacer cable circuit. This includes covered tie wire, transformer tap wire, wildlife guards, dead-end insulators, dead-end grips, shackles, clevises, angle clamps and insulator pins.

2.6 INSTALLATION EQUIPMENT

- A. The manufacturer shall provide the stringing equipment for the installation of spacer cable. Single and three sheave blocks shall be available for installing the messenger and conductors at tangent poles and angle poles.

2.7 ENGINEERING ASSISTANCE

- A. The supplier shall have on staff engineering personnel to assist in the design of the circuit. Accordingly, the supplier shall provide pole by pole material lists, sag & tension calculations, pole strength calculations and electrical calculations. The supplier shall provide field service engineers for on-site assistance during the installation of the spacer cable circuit, as required.

END OF SECTION 260514

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

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: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
 - 1. Overhead-line grounding.
 - 2. Underground distribution grounding.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Tinned Conductors: ASTM B 33.
 - 4. Bonding Conductor: No. 4 AWG, stranded conductor.
- C. Bare Grounding Conductor and Conductor Protector for Wood Poles:
 - 1. No. 4 AWG minimum, soft-drawn copper.
 - 2. Conductor Protector: Half-round PVC or wood molding; if wood, use pressure-treated fir, cypress, or cedar.
- D. Grounding Bus: Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, minimum 24 inch length unless otherwise indicated, with 9/32-inch holes spaced 1-1/8 inches apart.

1. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V. Lexan or PVC, impulse tested at 5000 V.
2. Field modification or cut bus shall not be acceptable.

2.2 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Mechanical Connectors: Provide mechanical connectors of the two bolt type, listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
 1. Pipe Connectors: Clamp type, sized for pipe.
 2. Materials: The mechanical connector bodies shall be manufactured from high strength, high conductivity cast copper alloy material. Bolts, nuts, washers and lockwashers shall be made of Silicon Bronze and supplied as a part of the connector body and shall be of the two bolted pressure type. Split bolt connector types shall NOT be accepted.
 3. The connectors shall meet or exceed UL 467 and be clearly marked with the catalog number, conductor size and manufacturer.
- C. Compression Connectors: Provide compression connectors that meet or exceed the performance requirements of IEEE 837, latest revision. Compression connectors shall be listed and labeled by a nationally recognized testing laboratory acceptable to authorities having jurisdiction for applications in which used, and for specific types, sizes, and combinations of conductors and other items connected.
 1. Materials: The compression connectors shall be manufactured from pure wrought copper. The conductivity of this material shall be no less than 99% by IACS standards.
 - a. The installation of the connectors shall be made with a compression tool and die system as recommended by the manufacturer of the connectors.
 - b. The connectors shall be clearly marked with the manufacturer, catalog number, conductor size and the required compressions tool settings.
 - c. Each connector shall be factory filled with an oxide-inhibiting compound.
- D. Welded Connectors: Provide exothermic connections for copper to copper and copper to steel connections to ground rods, ground buses, ground wires, steel beams, rebar, etc.
 1. The supplier of the equipment shall provide with no additional charge and information or supervision required for the proper installation of the equipment and training of operating personnel
 2. Materials: Conductors spliced with an exothermic welded connection shall be considered as a continuous conductor, as stated in the notes accompanying NEC articles 250.50, 250.64 and IEEE Standard 80 (latest edition).

- a. Procedures outlined in the Manufacturer's installation instruction shall be followed. Molds shall not be modified during installation in field applications.
 - b. Weld metal shall be a mixture of copper oxide and aluminum. Only one weld metal mixture shall be required for each grounding connection.
 - c. Grounding connections shall be tested and certified in accordance with IEEE 837, UL 486A and UL 467.
- E. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.3 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel 5/8 by 96 inches in diameter.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install Products in accordance with manufacturer's instructions.
- B. Mechanical connections shall be accessible for inspection and checking. No insulation shall be installed over mechanical ground connections.
- C. Ground connection surfaces shall be cleaned prior to connections.
- D. Attach grounds permanently before building service is energized.
- E. Provide bonding to meet Regulatory Requirements.
- F. Examine raceway, equipment or area to receive grounding to provide adequate sizes, placement and materials for a complete installation.
- G. Tighten screws and bolts for grounding and bonding connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A.
- H. Determine numbers and sizes of screw terminals for equipment grounding bars in panelboards and other electrical equipment. Provide screw terminals for active circuits, spares and spaces.
- I. Provide equipment ground conductor in same raceway with associated phase conductors.

3.2 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare copper conductor, No. 3/0 AWG minimum.

1. Bury at least 24 inches below grade.
2. Duct-Bank Grounding Conductor: Bury 12 inches above duct bank when indicated as part of duct-bank installation.

C. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.
4. Connections to Structural Steel: Welded connectors.

3.3 GROUNDING OVERHEAD LINES

- A. Comply with IEEE C2 grounding requirements.
- B. Install minimum No. 4 AWG soft-drawn copper grounding conductor at each pole
- C. Install two parallel ground rods if resistance to ground by a single, ground-rod electrode exceeds 25 ohms.
- D. Drive ground rods until tops are 12 inches below finished grade in undisturbed earth.
- E. Ground-Rod Connections: Install bolted connectors for underground connections and connections to rods.
- F. Lightning Arrester Grounding Conductors: Separate from other grounding conductors.
- G. Secondary Neutral and Transformer Enclosure: Interconnect and connect to grounding conductor.
- H. Protect grounding conductors running on surface of wood poles with molding extended from grade level up to and through communication service and transformer spaces.

3.4 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

- A. Comply with IEEE C2 grounding requirements.
- B. Grounding Manholes and Handholes: Install a driven ground rod through manhole or handhole floor, close to wall, and set rod depth so 4 inches will extend above finished floor. If necessary, install ground rod before manhole is placed and provide No. 1/0 AWG bare, tinned-copper conductor from ground rod into manhole through a waterproof sleeve in manhole wall. Protect ground rods passing through concrete floor with a double wrapping of pressure-sensitive insulating tape or heat-shrunk insulating sleeve from 2 inches above to 6 inches below concrete. Seal floor opening with waterproof, non-shrink grout.
- C. Grounding Connections to Manhole Components: Bond exposed-metal parts such as inserts, cable racks, pulling irons, ladders, and cable shields within each manhole or handhole, to ground rod or grounding conductor. Make connections with No. 4 AWG minimum, stranded, hard-drawn copper bonding conductor. Train conductors level or plumb around corners and

fasten to manhole walls. Connect to cable armor and cable shields according to written instructions by manufacturer of splicing and termination kits.

- D. Pad-Mounted Equipment - Includes Transformers, Generators and Switches: Install two ground rods and ground ring around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than 4/0 WG for ground ring and for taps to equipment grounding terminals. Bury ground ring not less than 24 inches from the foundation. Below grade connections shall be made with Exothermic weld.
 - 1. Bond pad mounted equipment ground system to building grounding electrode system.

3.5 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
 - 1. Feeders and branch circuits.
 - 2. Lighting circuits.
 - 3. Receptacle circuits.
 - 4. Single-phase motor and appliance branch circuits.
 - 5. Three-phase motor and appliance branch circuits.
 - 6. Flexible raceway runs.

3.6 MEDIUM VOLTAGE SYSTEM GROUNDING

- A. Equipment Ground Conductor
 - 1. Provide full size 600V copper THW, THHN, THWN or XHHW grounding conductor in each conduit, raceway or enclosure which contains medium voltage conductors. Terminate at ground bus of equipment containing medium voltage terminations. Connect to ground rod and present grounding conductors in manhole.
- B. Exterior Pad Mounted Equipment
 - 1. Provide ground rods around medium voltage transformer as indicated on drawings. Connect to ground bus with copper conductor. Exothermic connection shall be made between conductor, ground rod and ground bus.
 - 2. Connections used for exterior substations shall be tested per IEEE 837.
- C. Shield Ground
 - 1. Provide No. 10 AWG stranded wire from each termination shield drain wire to ground bus within enclosure. Connect to nearest grounded conductor if ground bus is not within 24". Route shield drains away from energized parts. Make connections with "Sta-Kon" type terminals or tool applied tap connectors.

3.7 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Bonding Common with Lightning Protection System: Comply with NFPA 780 and UL 96 when interconnecting with lightning protection system. Bond electrical power system ground directly to lightning protection system grounding conductor at closest point to electrical service grounding electrode. Use bonding conductor sized same as system grounding electrode conductor, and install in conduit.
- C. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least [**three**] <Insert number> rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- D. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
 - 1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
 - 2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
 - 3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.
- E. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
 - 2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 - 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- F. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.
- G. Ground Ring: Install a grounding conductor, electrically connected to each building structure ground rod and to each steel column, extending around the perimeter of building.

1. Install tinned-copper conductor not less than No. 3/0 AWG for ground ring and for taps to building steel.
2. Bury ground ring not less than 24 inches from building's foundation.
3. The perimeter ground wire shall be bonded to each ground rod with an exothermic connection. Provide a No. 4/0 AWG copper ground wire connections from the grounding loop to columns via exothermic connections.
4. Drive ground rods until tops are 24" below final grade unless installed in ground test well.
5. Ground rods shall be driven to achieve resistance required by this Section. Provide additional rods as required to achieve specified resistance. Where geological conditions dictate, ground wire mesh may be provided or additional rods shall be driven in compacted earth areas as require to meet resistance requirement.
6. Connections to ground loop system shall be made with Exothermic weld.
7. Verify that final backfill and compaction has been completed before driving ground rod electrodes.
8. Restore surface features, including vegetation, at areas disturbed by Work of this Section. Reestablish original grades, unless otherwise indicated. If sod has been removed, replace it as soon as possible after backfilling is completed. Restore areas disturbed by trenching, storing of dirt, cable laying and other activities to their original condition. Include application of topsoil, fertilizer, lime, seed, sod, sprig, and mulch. Comply with Division 2. Restore disturbed paving as indicated.

3.8 LABELING

- A. Comply with requirements in Section 260553 "Identification for Electrical Systems" for instruction signs. The label or its text shall be green.

3.9 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect, test, and adjust components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections.
 1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- C. Tests and Inspections:
 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal and at individual ground rods. Make tests at ground rods before any conductors are connected.

- a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
4. Prepare dimensioned Drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
- D. Grounding system will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.
- F. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
 2. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
 3. Power and Lighting Equipment or System with Capacity More Than 1000 kVA: 3 ohms.
 4. Power Distribution Units or Panelboards Serving Electronic Equipment: 3 ohm(s).
- G. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Engineer promptly and include recommendations to reduce ground resistance.

END OF SECTION 260526

SECTION 260543 - UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS

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. This Section includes the following:
 - 1. Conduit, ducts, and duct accessories for direct-buried duct banks.

1.3 DEFINITION

- A. RGC: Rigid galvanized conduit

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Duct-bank materials, including separators and miscellaneous components.
 - 2. Ducts and conduits and their accessories, including elbows, end bells, bends, fittings, and solvent cement.
 - 3. Warning tape.
 - 4. Warning planks.
- B. Shop Drawings for Precast or Factory-Fabricated Underground Utility Structures: Include plans, elevations, sections, details, attachments to other work, and accessories, including the following:
 - 1. Duct entry provisions, including locations and duct sizes.
 - 2. Reinforcement details.
 - 3. Frame and cover design and manhole frame support rings.
 - 4. Grounding details.
 - 5. Dimensioned locations of cable rack inserts, pulling-in and lifting irons, and sumps.
 - 6. Joint details.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer and testing agency.
- B. Source quality-control test reports.

- C. Field quality-control test reports.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to ASTM E 329 for testing indicated.
- B. Comply with ANSI C2.
- C. Comply with NFPA 70.

1.7 COORDINATION

- A. Coordinate layout and installation of ducts, manholes, handholes, and boxes with final arrangement of other utilities, site grading, and surface features as determined in the field.
- B. Coordinate elevations of ducts and duct-bank entrances into manholes, handholes, and boxes with final locations and profiles of ducts and duct banks as determined by coordination with other utilities, underground obstructions, and surface features. Revise locations and elevations from those indicated as required to suit field conditions and to ensure that duct runs drain to manholes and handholes, and as approved by Architect.

1.8 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

PART 2 - PRODUCTS

2.1 CONDUIT

- A. Rigid Steel Conduit: Galvanized. Comply with ANSI C80.1.

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Excavation and Backfill: Comply with Section 312000 "Earth Moving," but do not use heavy-duty, hydraulic-operated, compaction equipment.
- B. Restore surface features at areas disturbed by excavation and reestablish original grades, unless otherwise indicated. Replace removed sod immediately after backfilling is completed.
- C. Restore areas disturbed by trenching, storing of dirt, cable laying, and other work. Restore vegetation and include necessary topsoiling, fertilizing, liming, seeding, sodding, sprigging, and mulching. Comply with Section 329200 "Turf and Grasses" and Section 329300 "Plants."

3.2 DUCT INSTALLATION

- A. Slope: Pitch ducts a minimum slope of 1:300 down toward manholes and handholes and away from buildings and equipment. Slope ducts from a high point in runs between two manholes to drain in both directions.
- B. Curves and Bends: Use 5-degree angle couplings for small changes in direction. Use manufactured long sweep bends with a minimum radius of 48 inches, both horizontally and vertically, at other locations, unless otherwise indicated.
- C. Joints: Use solvent-cemented joints in ducts and fittings and make watertight according to manufacturer's written instructions. Stagger couplings so those of adjacent ducts do not lie in same plane.
- D. Building Wall Penetrations: Make a transition from underground duct to rigid steel conduit at least 10 feet outside the building wall without reducing duct line slope away from the building, and without forming a trap in the line. Use fittings manufactured for duct-to-conduit transition. Install conduit penetrations of building walls as specified in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."
- E. Sealing: Provide temporary closure at terminations of ducts that have cables pulled. Seal spare ducts at terminations. Use sealing compound and plugs to withstand at least 15-psig hydrostatic pressure.
- F. Pulling Cord: Install 100-lbf- test nylon cord in ducts, including spares.
- G. Direct-Buried Duct Banks:
 - 1. Support ducts on duct separators coordinated with duct size, duct spacing, and outdoor temperature.
 - 2. Space separators close enough to prevent sagging and deforming of ducts, with not less than 4 spacers per 20 feet of duct. Secure separators to earth and to ducts to prevent displacement during backfill and yet permit linear duct movement due to expansion and contraction as temperature changes. Stagger spacers approximately 6 inches between tiers.
 - 3. After installing first tier of ducts, backfill and compact. Start at tie-in point and work toward end of duct run, leaving ducts at end of run free to move with expansion and contraction as temperature changes during this process. Repeat procedure after placing each tier. After placing last tier, hand-place backfill to 4 inches over ducts and hand tamp. Firmly tamp backfill around ducts to provide maximum supporting strength. Use hand tamper only. After placing controlled backfill over final tier, make final duct connections at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
 - 4. Install ducts with a minimum of 3 inches between ducts for like services and 6 inches between power and signal ducts.
 - 5. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through the floor, unless otherwise indicated. Encase elbows for stub-up ducts throughout the length of the elbow.
 - 6. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through the floor.

- a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete.
 - b. For equipment mounted on outdoor concrete bases, extend steel conduit horizontally a minimum of 60 inches from edge of equipment pad or foundation. Install insulated grounding bushings on terminations at equipment.
7. Warning Planks: Bury warning planks approximately 12 inches above direct-buried ducts and duct banks, placing them 24 inches o.c. Align planks along the width and along the centerline of duct bank. Provide an additional plank for each 12-inch increment of duct-bank width over a nominal 18 inches. Space additional planks 12 inches apart, horizontally.

3.3 GROUNDING

- A. Ground underground ducts and utility structures according to Section 260526 "Grounding and Bonding for Electrical Systems."

3.4 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections and prepare test reports:
 1. Demonstrate capability and compliance with requirements on completion of installation of underground ducts and utility structures.
 2. Pull aluminum or wood test mandrel through duct to prove joint integrity and test for out-of-round duct. Provide mandrel equal to 80 percent fill of duct. If obstructions are indicated, remove obstructions and retest.
- B. Correct deficiencies and retest as specified above to demonstrate compliance.

3.5 CLEANING

- A. Pull leather-washer-type duct cleaner, with graduated washer sizes, through full length of ducts. Follow with rubber duct swab for final cleaning and to assist in spreading lubricant throughout ducts.
- B. Clean internal surfaces of manholes, including sump. Remove foreign material.

END OF SECTION 260543