

# PROJECT MANUAL

URI Hillside, Garrahy, Eddy & Wiley Halls  
Radon Mitigation Project

University of Rhode Island  
Kingston Campus

Issued for Bid

August 29, 2014  
LLB 1420

KC.R.HILL.2009.001



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

In care of: Office of Capital Projects  
University of Rhode Island  
Sherman Building  
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Kingston, RI 02881  
Attn: Mr. Paul DePace, (401) 874-2725

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Attn: William M. Skwirz  
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## PROJECT MANUAL

### **URI Hillside, Garrahy, Eddy & Wiley Halls Radon Mitigation Project University of Rhode Island Kingston Campus**

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Not used.

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Not used.

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Not used.

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Not used – on drawings.

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Not used.

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Not used.

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Not used.

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Not used.

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Not used.

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**DOCUMENT 00015 - LIST OF DRAWINGS**

<b>Dwg. No.</b>	<b>Drawing Title</b>	<b>Date</b>
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**END OF DOCUMENT**



**LLB ARCHITECTS**

Standard Contract Documents-LS  
URI Hillside, Garrahy, Eddy & Wiley Halls  
Radon Mitigation Project  
KC.R.HILL.2009.001

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**Rev. 1/2/14  
August 29, 2014  
Issued For Bid**

**LIST OF DRAWINGS  
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## **DOCUMENT 00 2115 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS**

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2. BIDDER'S REPRESENTATIONS
3. BIDDING DOCUMENTS
4. BID AWARD/ALTERNATES
5. POST-BID INFORMATION CONTRACTOR
6. FORM OF AGREEMENT BETWEEN OWNER AND
7. FEDERAL AND OTHER REQUIREMENTS

### **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 for sums stated in Alternate Bids.

**1.6** An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to 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.

## **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** 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.

**3.1.2** Copies of the Bidding Documents are made available 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.

**3.2.2** Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Purchaser as instructed in the Solicitation.

**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.

#### **ARTICLE 4 – BID AWARD/ALTERNATES**

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

#### **ARTICLE 5 – POST BID INFORMATION**

##### **5.1 CONTRACTOR'S QUALIFICATION STATEMENT**

**5.1.1** 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.

##### **5.2 SUBMITTALS**

**5.2.1** 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** The Bidder's Qualification Statement, if requested by the Design Agent during the scheduling of this meeting.
- .5** 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.

**5.2.2** 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.

**5.2.3** 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.

**5.2.4** 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 6 – 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.

#### **ARTICLE 7 – FEDERAL AND OTHER REQUIREMENTS.**

9.1 No special requirements.

**END OF DOCUMENT**

## DOCUMENT 00 4500 - BIDDER'S QUALIFICATION FORM

This Bidder's Qualification Form is included as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors, but is not a part of the Bid submission itself.

When a pre-award meeting is scheduled, the apparent low bidder may be asked to submit this form. Failure of the announced low numerical bidder to respond with relevant information to the stated requirements of this Document 00 4500 may disqualify that bidder from further consideration as a bidder on this Project.

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Owner at Pre-Award meeting if requested.

SUBMITTED BY:

NAME: \_\_\_\_\_ Corporation

ADDRESS: \_\_\_\_\_ Partnership

\_\_\_\_\_ Individual

PRINCIPAL OFFICE: \_\_\_\_\_ Joint Venture

\_\_\_\_\_ Other

NAME OF PROJECT:

TYPE OF WORK (file separate form for each classification of work)

\_\_\_\_\_ General Construction

\_\_\_\_\_ HVAC

\_\_\_\_\_ Plumbing

\_\_\_\_\_ Electrical

\_\_\_\_\_ Other(please specify)

### 1. ORGANIZATION

How many years has your organization been in business as a Contractor?

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

If your organization is a corporation, answer the following:

Date of incorporation:

State of incorporation:

President's name:

Vice-president's name(s):

Secretary's name:

Treasurer's name:

If your organization is a partnership, answer the following:

Date of organization:

Type of partnership(if applicable):

Name(s) of general partners:

If your organization is individually owned, answer the following:

Date of organization:

Name of owner:

If the form of your organization is other than those listed above, describe it and name the principals:

## 2. LICENSING

List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable:

List jurisdictions in which your organization's partnership or trade name is filed.

## 3. EXPERIENCE

List the categories of work that your organization normally performs with its own forces.

Claims and suits. (If the answer to any of the questions below is YES, please attach details)

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last 5 years?

Within the last 5 years, has any officer or principal or your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is YES, please attach details).

On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

State total worth of work in progress and under contract.

On a separate sheet, list the major projects your organization has completed in the past 5 years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

State average annual amount of construction work performed during the past 5 years.

On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

#### 4. REFERENCES

Trade References:



Bank References:

Surety:

Name of bonding company:

Name and address of agent:

## 5. FINANCING

### Financial Statement

Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses);

Net fixed assets;

Other assets;

Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes);

Other liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

Name and address of firm preparing attached financial statement, and date thereof:

Is the attached financial statement for the identical organization named on Page 1?

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

Will the organization whose financial statement is attached act as guarantor of the contract for construction?

6. SIGNATURE

6.1 Dated at this       day of

Name of Organization:

By:

Title:

6.2 Mr. or Mrs.

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn to before me in \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public: \_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Signature)

My Commission Expires:

**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 BID FORM for timeline dates, subject to adjustments of this Contract Time as provided in the Contract Documents.

3.4 Liquidated Damages: As listed on the BID FORM.

### **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 6140 - WAIVER OF LIEN FORM**

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

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

UNIVERSITY OF RHODE ISLAND

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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

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	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 01600 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 Section 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 01 7800 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 01700 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 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 01200 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 only 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 01 2000 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 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. ADDITIONAL CONTRACT DOCUMENTS
4. BONDING REQUIREMENTS
5. PROJECT MANAGER FORM
6. 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 Office  
581 Plains Road, Kingston, RI 02881  
Attn: Ms. Tracey Angell, 401-874-2326

**1.03 DESIGN AGENT:**  
LLB Architects  
161 Exchange Street  
Pawtucket, RI 02860  
Attn: Christian J. Ladds, AIA, LEED AP  
Phone: (401) 421-7715  
Email: [cladds@llbarch.com](mailto:cladds@llbarch.com)

**1.04 CONSULTANTS:**  
Mechanical: Creative Environment Corp.  
50 Office Parkway  
East Providence, RI 02914  
Attn: William M. Skwirz  
Phone: (401) 438-7733  
Email: [wskwirz@cec-engineering.com](mailto:wskwirz@cec-engineering.com)

Electrical: Creative Environment Corp.  
50 Office Parkway  
East Providence, RI 02914  
Attn: William M. Skwirz  
Phone: (401) 438-7733  
Email: [wskwirz@cec-engineering.com](mailto:wskwirz@cec-engineering.com)

**1.05 PROJECT:**

URI Hillside, Garrahy, Eddy & Wiley Halls - Radon Mitigation Project  
University of Rhode Island  
Kingston Campus  
Kingston, RI 02881

## **ARTICLE 2 – TIME OF COMPLETION**

2.01 The length of time available for construction shall be as noted on the BID FORM. The Project Time is from the date of the URI Purchase Order until Substantial Completion. 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 – ADDITIONAL CONTRACT DOCUMENTS**

3.01 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 State PO and Bid Form from the Contractor.

## **ARTICLE 4 – BONDING REQUIREMENTS**

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

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

4.03 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 5 – PROJECT MANAGER FORM**

5.01 This project will use the “Project Manager and Superintendent” form of project management as described in paragraph 3.9.3 of the General Conditions.

## **ARTICLE 6 – OTHER REQUIREMENTS**

6.01 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”.

6.02 Delete Subsection 11.3 PROPERTY INSURANCE in Section 00700 – GENERAL CONDITIONS and replace with the following:

“11.3 PROPERTY INSURANCE. The Owner will furnish Builder’s Risk Insurance.”

**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, 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**

## **SECTION 01 1000 - SUMMARY**

### **PART 1 - GENERAL**

#### **1.01 PROJECT**

- A. See Supplemental General Conditions for official Project Information.
- B. The Project consists of, but is not limited to, the construction of the following types of work in the Hillside, Garrahy, Eddy & Wiley Halls Radon Mitigation Project:
  - 1. Selective demolition.
  - 2. Masonry.
  - 3. Non-structural metal framing.
  - 4. Gypsum board systems.
  - 5. Access Panels.
  - 6. Fire Stopping.
  - 7. Painting.
  - 8. Suspended ACT ceiling assemblies.
  - 9. New penetrations, flashing and repair of existing roof.
  - 10. Minor modifications to electrical systems.

#### **1.02 CONTRACT DESCRIPTION**

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

#### **1.03 DESCRIPTION OF WORK**

- A. Scope of demolition and removal work is shown on drawings plus as specified in Section 02 4119.
- B. Scope intent of alterations work is shown on drawings and/or as specified herein.
- C. Site modifications: None.
- D. Architectural modifications: Furnish and installation of new radon mitigation equipment in selected areas in Hillside, Garrahy, Eddy & Wiley Halls, including mechanical modifications to provide make up air, electrical modifications to support new equipment and minor selective demolition and finishes repairs in order to install new equipment in existing ceilings, walls and roofs.

#### **1.04 OWNER OCCUPANCY/SCHEDULE**

- A. Owner intends to continuously occupy the facility. Work areas will be made available as mutually agreed to during project scheduling. See Attachment A at the end of this

section for availability and restrictions on access to spaces.

- B. Work to begin within 7 days of receipt of Purchase Order or as identified in the Bid Form.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

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

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

#### **1.06 ITEMS TO BE SALVAGED**

- A. Not Applicable.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION – NOT USED**

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



**01 1010 SUMMARY – Attachment A**

**NOTE:**

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

**Owner**

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

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

The entire site(s) are of LIMITED RESTRICTION, within the context and regulations of the General Conditions of the Contract for Construction.

**GENERAL NOTES:**

These are fully occupied buildings. Work is restricted to the designated areas. Coordinate daily activities and barricades to segregate people from construction activities.

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

The building occupants are sensitive to dust issues. The Contractor will be responsible for providing dust containment in each area while it is under construction and then cleaning each contained area daily when the shift is over. The Contractor will also be responsible for providing and maintaining temporary construction filters on all return air grills and AHUs and replacing with new filters at substantial completion.

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

Parking is restricted to areas designated by the University.

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

**END OF DOCUMENT**



## Fire Sprinkler and Alarm System Impairment Notification Form

To: URI Office of Capital Projects

Date \_\_\_\_\_

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

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

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

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

Description of Work to be performed:

[illegible]

URI Manager of Alarms, Mike Suriani, can also be directly contacted at 401-639-2268.

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

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

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

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



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

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Allowances.
- B. Testing and inspection allowance.
- 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. If so directed, 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 in accordance with the terms of the Solicitation.
- 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. Testing and Inspection	\$5,000.00
2. Unforeseen Structural Conditions	\$5,000.00
3. Payment to URI Student Escorts for work performed in occupied buildings	\$10,000.00
Total Allowances	\$20,000.00

**B. Testing Allowance**

1. Refer to above Allowances.

**C. Unit Prices**

1. Not Applicable.

**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**

**MBE Compliance Office**  
**1 Capitol Hill, 2<sup>nd</sup> Floor**  
**Providence, RI 02908**  
**401-574-8670, 401-574-8387 (fax)**

**01 2020 PRICE AND PAYMENT PROCEDURES - Attachment B**

[www.mbe.ri.gov](http://www.mbe.ri.gov) (website)

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

**Contractor/Vendor Name:**

**Project Name & Location:**

**Original Prime Contract Amount: \$** \_\_\_\_\_

**Current Prime Contract Amount:** \_\_\_\_\_

<b>MBE/WBE Subcontractor</b>	<b>Original Contract Amount</b>	<b>Change Orders</b>	<b>Revised Contract Value</b>	<b>% Completed To Date</b>	<b>Amount Paid To Date</b>	<b>Amount Due</b>	<b>Retainage %</b>	<b>Retainage Amount</b>	<b>Explanation</b>

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Notary Certificate:

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Commission Expires

## **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.

#### **1.03 COORDINATION AND PROJECT CONDITIONS**

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

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

#### 1.04 PRECONSTRUCTION MEETING

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

#### 1.05 SITE MOBILIZATION MEETING

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

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

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

#### 1.06 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at weekly intervals while work is in process.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.
- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Design Agent, and Consultants as appropriate to agenda topics for each meeting.
- D. Agenda:
  1. Review the minutes of previous meetings.
  2. Review of the Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of the problems which impede the planned progress.
  5. Review of the submittals schedule and status of the submittals.
  6. Review of delivery schedules.
  7. Maintenance of the progress schedule.
  8. Corrective measures to regain the projected schedules.
  9. Planned progress during the succeeding work period.
  10. Coordination of the projected progress.
  11. Maintenance of the quality and work standards.
  12. Effect of the proposed changes on the progress schedule and coordination.
  13. Other business relating to the Work.
- E. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Consultants, Owner, participants, and others affected by the decisions made.

#### 1.07 PREINSTALLATION MEETINGS

- A. When required in the individual specification Sections, convene a pre-installation meeting at the site prior to commencing the Work of the Section.

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

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **END OF SECTION**

**01 3010 ADMINITRATIVE REQUIREMENTS - Attachment A**

**A. Pre-installation Meetings**

1. The following items of work will require pre-installation meetings:  
Predemolition  
T.B.D.

**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 01780.

#### 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. All specification sections.

**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 additional 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. Radon Mitigation System
2. Electrical System

**B. Additional Owner-Authorized Testing Requirements List**

1. None.

**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 reseeding 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 facilities are 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 the 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.

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 needs to 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.
- 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. No variations in this section for this Project.

**END OF ATTACHMENT**



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

### **PART 1 - GENERAL**

#### **1.01 SECTION INCLUDES**

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

#### **1.02 PRODUCTS**

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

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

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

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

- A. Store and protect the products in accordance with the manufacturers' instructions.
- B. Store with seals and labels intact and legible.

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

#### 1.05 PRODUCT OPTIONS

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

#### 1.06 PRODUCT SUBSTITUTION PROCEDURES

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

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

## **PART 2 - PRODUCTS**

Not Used.

## **PART 3 - EXECUTION**

Not Used.

## **END OF SECTION**

**01 6010 PRODUCT REQUIREMENTS - Attachment A**

A. No variations in this section for this Project.

**END OF ATTACHMENT**

## **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 01 4000 that equipment or system has been properly installed and is functioning correctly.

#### 1.09 DEMONSTRATION AND INSTRUCTIONS

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

#### 1.10 TESTING, ADJUSTING, AND BALANCING

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

#### 1.11 PROTECTING INSTALLED CONSTRUCTION

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

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

**END OF SECTION**

**01 7010 EXECUTION REQUIREMENTS - Attachment A**

**A. Daily Attendance Form**

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

**END OF ATTACHMENT**

## **DOCUMENT 01 7320– WASTE MANAGEMENT**

### **PART 1 GENERAL**

#### **1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood: May be used as blocking or furring.
  - 5. Land clearing debris, including brush, branches, logs, and stumps.
  - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
  - 7. Glass.
  - 8. Gypsum drywall and plaster.
  - 9. Plastic buckets.
  - 10. Paper, including wrapping, newsprint, and office.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01330.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

#### **1.02 RELATED REQUIREMENTS**

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

### 1.03 DEFINITIONS

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

### 1.04 SUBMITTALS

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

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

**PART 2 PRODUCTS (not used)**

**PART 3 EXECUTION**

**3.01 WASTE MANAGEMENT PROCEDURES**

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

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

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

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

### **END OF SECTION**



**01 7330 WASTE MANAGEMENT - Attachment A**

A. No variations in this section for this Project.

**END OF ATTACHMENT**

## **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 01 4000.

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

#### 1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

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

#### 1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

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

#### 1.11 PROJECT RECORD DOCUMENTS

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

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

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

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

## **PART 2 - PRODUCTS**

Not used.

## **PART 3 - EXECUTION**

Not used.

## **END OF SECTION**



**01 7810 CLOSEOUT REQUIREMENTS - Attachment A**

A. No variations in this section for this Project.

**END OF ATTACHMENT**

**SECTION 02 4119**

**SELECTIVE DEMOLITION**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Demolition and removal of selected portions of building, assembly, system or structure.
  - 2. Salvage of existing items to be reused or recycled.
- B. Related Requirements:
  - 1. Section 01 1000 "Summary" for restrictions on the use of the premises, Owner-occupancy requirements, and phasing requirements.
  - 2. Section 00 7200 "URI Standard Documents"
  - 3. Section 01 7000 "Execution Requirements" for cutting and patching procedures.

**1.3 DEFINITIONS**

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated. If damaged as a result of detachment by contractor, replace in-kind at no additional cost to owner.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

**1.4 MATERIALS OWNERSHIP**

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

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
  - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### **1.5 PREINSTALLATION MEETINGS**

- A. Predemolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  - 4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
  - 5. Review areas where existing construction is to remain and requires protection.

#### **1.6 INFORMATIONAL SUBMITTALS**

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
  - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
  - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Use of elevator and stairs.
  - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory: Submit a list of items to be removed and salvaged and deliver to Owner prior to start of demolition.
- D. Predemolition Photographs or Video:
  - 1. Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by building demolition operations.
  - 2. Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

**1.7 CLOSEOUT SUBMITTALS**

- A. Inventory: Submit a list of items that have been removed and salvaged.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

**1.8 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

**1.9 FIELD CONDITIONS**

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Owner assumes no responsibility for actual condition of items or structures to be demolished.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
  - 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
  - 1. Maintain fire-protection facilities in service during selective demolition operations.

**PART 2 - PRODUCTS**

**2.1 PERFORMANCE REQUIREMENTS**

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- E. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.
  - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
- F. Survey of Existing Conditions: Record existing conditions by use of measured drawings and preconstruction photographs.

#### **3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS**

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
  - 1. Comply with requirements for existing services/systems interruptions specified in Section 01 5000 "Temporary Facilities and Controls."
  - 2. Owner will arrange to shut off indicated services/systems when requested by Contractor.
  - 3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
  - 4. Disconnect, demolish, and remove equipment and components indicated to be removed.

### 3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Comply with requirements for access and protection specified in Section 01500 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
  - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
  - 3. Cover and protect furniture, furnishings, and equipment that have not been removed.
  - 4. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 01500 "Temporary Facilities and Controls."
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of selective demolition.

### 3.4 SELECTIVE DEMOLITION, GENERAL

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

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items:

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

C. Removed and Reinstalled Items:

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

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

### 3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions required.

### 3.6 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site.
1. Do not allow demolished materials to accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
  3. Comply with requirements specified in Section 01 7320 "Waste Management."

- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

**3.7 CLEANING**

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

**END OF SECTION 02 4119**



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**SECTION 07 8413**

**PENETRATION FIRESTOPPING**

**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. Penetrations in fire-resistance-rated walls.
- B. Related Sections:

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.
- B. Product Schedule: For each penetration firestopping system. Include location and design designation of qualified testing and inspecting agency.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified Installer.
- B. Installer Certificates: From Installer indicating penetration firestopping has been installed in compliance with requirements and manufacturer's written recommendations.

**1.5 QUALITY ASSURANCE**

- A. Installer Qualifications: A firm experienced in installing penetration firestopping similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its penetration firestopping products to Contractor or to Installer engaged by Contractor does not in itself confer qualification on buyer.

**1.6 PROJECT CONDITIONS**

- A. Environmental Limitations: Do not install penetration firestopping when ambient or substrate temperatures are outside limits permitted by penetration firestopping manufacturers or when substrates are wet because of rain, frost, condensation, or other causes.
- B. Install and cure penetration firestopping per manufacturer's written instructions using natural means of ventilations or, where this is inadequate, forced-air circulation.

**1.7 COORDINATION**

- A. Coordinate construction of openings and penetrating items to ensure that penetration firestopping is installed according to specified requirements.
- B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate penetration firestopping.

**PART 2 - PRODUCTS**

**2.1 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
  - 1. Grace Construction Products.
  - 2. Hilti, Inc.
  - 3. Johns Manville.
  - 4. Specified Technologies Inc.
  - 5. 3M Fire Protection Products.
  - 6. Tremco, Inc.; Tremco Fire Protection Systems Group.
  - 7. USG Corporation.

**2.2 PENETRATION FIRESTOPPING**

- A. Provide penetration firestopping that is produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated. Penetration firestopping systems shall be compatible with one another, with the substrates forming openings, and with penetrating items if any.
- B. Penetrations in Fire-Resistance-Rated Walls: Provide penetration firestopping with ratings determined per ASTM E 814 or UL 1479, based on testing at a positive pressure differential of 0.01-inch wg.
  - 1. Fire-resistance-rated walls include fire partitions.
  - 2. F-Rating: Not less than the fire-resistance rating of constructions penetrated.

- C. Exposed Penetration Firestopping: Provide products with flame-spread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.
- D. VOC Content: Penetration firestopping sealants and sealant primers shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  - 1. Sealants: 250 g/L.
  - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
  - 3. Sealant Primers for Porous Substrates: 775 g/L.
- E. Accessories: Provide components for each penetration firestopping system that are needed to install fill materials and to maintain ratings required. Use only those components specified by penetration firestopping manufacturer and approved by qualified testing and inspecting agency for firestopping indicated.
  - 1. Permanent forming/damming/backing materials, including the following:
    - a. Slag-wool-fiber or rock-wool-fiber insulation.
    - b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
    - c. Fire-rated form board.
    - d. Fillers for sealants.
  - 2. Substrate primers.
  - 3. Collars.

## 2.3 FILL MATERIALS

- A. Latex Sealants: Single-component latex formulations that do not re-emulsify after cure during exposure to moisture.
- B. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.
- C. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized-steel sheet.
- D. Intumescent Putties: Nonhardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.
- E. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.
- F. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire-retardant additives. Where exposed, cover openings with steel-reinforcing wire mesh to protect pillows/bags from being easily removed.

- G. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking foam.

## **2.4 MIXING**

- A. For those products requiring mixing before application, comply with penetration firestopping manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Surface Cleaning: Clean out openings immediately before installing penetration firestopping to comply with manufacturer's written instructions and with the following requirements:
  - 1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of penetration firestopping.
  - 2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with penetration firestopping. Remove loose particles remaining from cleaning operation.
  - 3. Remove laitance and form-release agents from concrete.
- B. Priming: Prime substrates where recommended in writing by manufacturer using that manufacturer's recommended products and methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.
- C. Masking Tape: Use masking tape to prevent penetration firestopping from contacting adjoining surfaces that will remain exposed on completion of the Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove stains. Remove tape as soon as possible without disturbing firestopping's seal with substrates.

**3.3 INSTALLATION**

- A. General: Install penetration firestopping to comply with manufacturer's written installation instructions and published drawings for products and applications indicated.
- B. Install forming materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.
  - 1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestopping.
- C. Install fill materials for firestopping by proven techniques to produce the following results:
  - 1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.
  - 2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.
  - 3. For fill materials that will remain exposed after completing the Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

**3.4 IDENTIFICATION**

- A. Identify penetration firestopping with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches of firestopping edge so labels will be visible to anyone seeking to remove penetrating items or firestopping. Use mechanical fasteners or self-adhering-type labels with adhesives capable of permanently bonding labels to surfaces on which labels are placed. Include the following information on labels:
  - 1. The words "Warning - Penetration Firestopping - Do Not Disturb. Notify Building Management of Any Damage."
  - 2. Contractor's name, address, and phone number.
  - 3. Designation of applicable testing and inspecting agency.
  - 4. Date of installation.
  - 5. Manufacturer's name.
  - 6. Installer's name.

**3.5 FIELD QUALITY CONTROL**

- A. Owner will engage a qualified testing agency to perform tests and inspections.
- B. Where deficiencies are found or penetration firestopping is damaged or removed because of testing, repair or replace penetration firestopping to comply with requirements.
- C. Proceed with enclosing penetration firestopping with other construction only after inspection reports are issued and installations comply with requirements.

**3.6 CLEANING AND PROTECTION**

- A. Clean off excess fill materials adjacent to openings as the Work progresses by methods and with cleaning materials that are approved in writing by penetration firestopping manufacturers and that do not damage materials in which openings occur.
- B. Provide final protection and maintain conditions during and after installation that ensure that penetration firestopping is without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, immediately cut out and remove damaged or deteriorated penetration firestopping and install new materials to produce systems complying with specified requirements.

**3.7 PENETRATION FIRESTOPPING SCHEDULE**

- A. Where UL-classified systems are indicated, they refer to system numbers in UL's "Fire Resistance Directory" under product Category XHEZ.
- B. Where FM Global-approved systems are indicated, they refer to design numbers listed in FM Global's "Building Materials Approval Guide" under "Wall and Floor Penetration Fire Stops."
- C. Firestopping for Metallic Pipes, Conduit, or Tubing:
  - 1. UL-Classified Systems: C-AJ- 1080.
- D. Firestopping for Nonmetallic Pipe, Conduit, or Tubing:
  - 1. UL-Classified Systems: C-AJ- 2290.
- E. Firestopping for Electrical Cables:
  - 1. UL-Classified Systems: C-AJ- 3163.
- F. Firestopping for Insulated Pipes:
  - 1. UL-Classified Systems: C-AJ- 5112.
- G. Firestopping for Miscellaneous Electrical Penetrants:
  - 1. UL-Classified Systems: C-AJ- 1048.
- H. Firestopping for Miscellaneous Mechanical Penetrants:
  - 1. UL-Classified Systems: C-AJ- 1316.

**END OF SECTION 07 8413**

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**SECTION 07 9200**

**JOINT SEALANTS**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. Section Includes:
  - 1. Silicone joint sealants.
  - 2. Latex joint sealants.
  - 3. Acoustical joint sealants.
- B. Related Sections:
  - 1. Section 09 2900 "Gypsum Board" for sealing perimeter joints.

**1.3 ACTION SUBMITTALS**

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- D. Joint-Sealant Schedule: Include the following information:
  - 1. Joint-sealant application, joint location, and designation.
  - 2. Joint-sealant manufacturer and product name.
  - 3. Joint-sealant formulation.
  - 4. Joint-sealant color.

**1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For qualified Installer.
- B. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

- C. Warranties: Sample of special warranties.

#### 1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

#### 1.6 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
  - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer.
  - 2. When joint substrates are wet.
  - 3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
  - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

#### 1.7 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: 5 years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
  - 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
  - 2. Disintegration of joint substrates from natural causes exceeding design specifications.
  - 3. Mechanical damage caused by individuals, tools, or other outside agents.

4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
  1. Architectural Sealants: 250 g/L.
  2. Sealant Primers for Nonporous Substrates: 250 g/L.
  3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Low-Emitting Interior Sealants: Sealants and sealant primers used inside the weatherproofing system shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."
- D. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- E. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

### 2.2 SILICONE JOINT SEALANTS

- A. Single-Component, Nonsag, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 100/50, for Use NT.
  1. Products: Subject to compliance with requirements, provide the following:
    - a. Tremco Incorporated; Spectrem 1.
- B. Mildew-Resistant, Single-Component, Acid-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
  1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. General Electric 1702 Sanitary.
    - b. Dow Corning Corporation; 786 Mildew Resistant.
    - c. Tremco Incorporated; Tremsil 200 Sanitary.
    - d. Pecora 864.

**2.3 LATEX JOINT SEALANTS**

- A. Latex Joint Sealant: Acrylic latex or siliconized acrylic latex, ASTM C 834, Type OP, Grade NF.
  - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
    - a. May National Associates, Inc.; Bondaflex 600.
    - b. Pecora Corporation; AC-20+.
    - c. Tremco Incorporated; Tremflex 834.

**2.4 ACOUSTICAL JOINT SEALANTS**

- A. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.

**2.5 JOINT SEALANT BACKING**

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

**2.6 MISCELLANEOUS MATERIALS**

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

**PART 3 - EXECUTION****3.1 EXAMINATION**

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.2 PREPARATION**

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
  - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
  - 2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air. Porous joint substrates include the following:
    - a. Concrete.
    - b. Masonry.
  - 3. Remove laitance and form-release agents from concrete.
  - 4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
    - a. Metal.
    - b. Glazed surfaces of ceramic tile.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

## 3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
  - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
  - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
    - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.
- G. Acoustical Sealant Installation: At sound-rated assemblies and elsewhere as indicated, seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations.

## 3.4 FIELD QUALITY CONTROL

- A. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

## 3.5 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

## 3.6 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

## 3.7 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Locations:
    - a. Control and expansion joints on exposed interior surfaces of exterior walls.
    - b. Vertical joints on exposed surfaces of interior stone masonry.
    - c. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
  - 2. Joint Sealant: Latex.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- B. Joint-Sealant Application: Mildew-resistant interior joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Sealant Location:
    - a. Joints between plumbing fixtures and adjoining walls, floors, and counters.
  - 2. Joint Sealant: Mildew resistant, single component, nonsag, neutral curing, Silicone.
  - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full range of colors.
- C. Joint-Sealant Application: Interior acoustical joints in vertical surfaces and horizontal nontraffic surfaces.
  - 1. Joint Location:
    - a. Acoustical joints where indicated.

2. Joint Sealant: Acoustical.
3. Joint-Sealant Color: As selected by Architect from manufacturer's full range.

**END OF SECTION 07 9200**



## **SECTION 08 3113 - ACCESS DOORS AND FRAMES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section includes access doors and frames for walls and ceilings.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each type of access door and frame and for each finish specified.
- C. Product Schedule: For access doors and frames.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Rated Access Doors and Frames: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection and temperature-rise limit ratings indicated, according to NFPA 252 or UL 10B.

#### **2.2 ACCESS DOORS AND FRAMES**

- A. Flush Access Doors with Exposed Flanges:
  - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Acudor Products, Inc.
    - b. Babcock-Davis.
    - c. Cendrex Inc.
    - d. Elmdor/Stoneman Manufacturing Company; a division of Acorn Engineering Company.
    - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
    - f. Karp Associates, Inc.
    - g. Lane-Aire Manufacturing Corp.
    - h. Larsens Manufacturing Company.
    - i. Maxam Metal Products Limited.
    - j. Metropolitan Door Industries Corp.
    - k. MIFAB, Inc.

- l. Milcor; Commercial Products Group of Hart & Cooley, Inc.
    - m. Nystrom, Inc.
    - n. Williams Bros. Corporation of America (The).
  - 2. Description: Face of door flush with frame, with exposed flange and concealed hinge. Include optional features or construction such as gasketing, double-leaf doors, piano hinges, louvers, masonry anchors, and removable doors.
  - 3. Locations: Existing Wall and ceiling.
  - 4. Uncoated Steel Sheet for Door: Nominal 0.060 inch, 16 gage, factory primed or finished, location dependent.
  - 5. Metallic-Coated Steel Sheet for Door: Nominal 0.064 inch, 16 gage, factory primed or finished, location dependent.
  - 6. Stainless-Steel Sheet for Door: Nominal 0.062 inch, 16 gage, No. 4 finish.
  - 7. Frame Material: Same material, thickness, and finish as door.
  - 8. Latch and Lock: Latch bolt, key operated.
- B. Flush Access Doors with Concealed Flanges:
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Acudor Products, Inc.
    - b. Babcock-Davis.
    - c. Cendrex Inc.
    - d. Elmdor/Stoneman Manufacturing Company; a division of Acorn Engineering Company.
    - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
    - f. Karp Associates, Inc.
    - g. Lane-Aire Manufacturing Corp.
    - h. Larsens Manufacturing Company.
    - i. Maxam Metal Products Limited.
    - j. Metropolitan Door Industries Corp.
    - k. MIFAB, Inc.
    - l. Milcor; Commercial Products Group of Hart & Cooley, Inc.
    - m. Nystrom, Inc.
    - n. Williams Bros. Corporation of America (The).
  - 2. Description: Face of door flush with frame; with concealed flange for gypsum board installation and concealed hinge.
  - 3. Locations: New Wall and ceiling.
  - 4. Uncoated Steel Sheet for Door: Nominal 0.060 inch, 16 gage, factory primed or finished, location dependent.

5. Metallic-Coated Steel Sheet for Door: Nominal 0.064 inch, 16 gage factory primed or finished, location dependent.
6. Stainless-Steel Sheet for Door: Nominal 0.062 inch, 16 gage, No. 4 finish.
7. Frame Material: Same material and thickness as door.
8. Latch and Lock: Latch bolt, key operated.

C. Lightweight Flush Access Doors:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - a. Access Panel Solutions.
  - b. Acudor Products, Inc.
  - c. Babcock-Davis.
  - d. Cendrex Inc.
  - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
  - f. Karp Associates, Inc.
  - g. Larsens Manufacturing Company.
  - h. Maxam Metal Products Limited.
  - i. Metropolitan Door Industries Corp.
  - j. MIFAB, Inc.
  - k. Nystrom, Inc.
  - l. Williams Bros. Corporation of America (The).
2. Description: Face of door flush with exposed flange, with exposed piano hinge; frameless for surface installation.
3. Locations: Wall and ceiling.
4. Uncoated Steel Sheet for Door: Nominal 0.018 inch, 26 gage, factory primed or finished, location dependent.
5. Metallic-Coated Steel Sheet for Door: Nominal 0.022 inch, 26 gage, factory primed or finished, location dependent.
6. Frame Material: Aluminum, nominal 0.045 inch, mill.
7. Latch and Lock: Latch bolt, key operated.

2.3 FIRE-RATED ACCESS DOORS AND FRAMES

A. Fire-Rated, Flush Access Doors with Exposed Flanges:

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - a. Acudor Products, Inc.
  - b. Babcock-Davis.

- c. Cendrex Inc.
  - d. Elmdor/Stoneman Manufacturing Company; a division of Acorn Engineering Company.
  - e. JL Industries, Inc.; a division of the Activar Construction Products Group.
  - f. Karp Associates, Inc.
  - g. Lane-Aire Manufacturing Corp.
  - h. Larsens Manufacturing Company.
  - i. Maxam Metal Products Limited.
  - j. Metropolitan Door Industries Corp.
  - k. MIFAB, Inc.
  - l. Milcor; Commercial Products Group of Hart & Cooley, Inc.
  - m. Nystrom, Inc.
  - n. Williams Bros. Corporation of America (The).
- 2. Description: Door face flush with frame, with a core of mineral-fiber insulation enclosed in sheet metal; with exposed flange, self-closing door, and concealed hinge, gaskets as required.
  - 3. Locations: Existing Wall and ceiling.
  - 4. Fire-Resistance Rating: Not less than that of adjacent construction.
  - 5. Temperature-Rise Rating: 450 deg F at the end of 30 minutes.
  - 6. Uncoated Steel Sheet for Door: Nominal 0.036 inch, 20 gage, factory primed, location dependent.
  - 7. Metallic-Coated Steel Sheet for Door: Nominal 0.040 inch, 20 gage, factory primed or finished, location dependent.
  - 8. Stainless-Steel Sheet for Door: Nominal 0.038 inch, 20 gage, No. 4 finish.
  - 9. Frame Material: Same material, thickness, and finish as door.
  - 10. Latch and Lock: Self-latching door hardware, operated by key.
- B. Fire-Rated, Flush Access Doors with Concealed Flanges:
- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
    - a. Acudor Products, Inc.
    - b. Babcock-Davis.
    - c. Cendrex Inc.
    - d. JL Industries, Inc.; a division of the Activar Construction Products Group.
    - e. Karp Associates, Inc.
    - f. Maxam Metal Products Limited.
    - g. Metropolitan Door Industries Corp.
    - h. MIFAB, Inc.
    - i. Nystrom, Inc.
    - j. Williams Bros. Corporation of America (The).

2. Description: Door face flush with frame, with a core of mineral-fiber insulation enclosed in sheet metal; with concealed flange for gypsum board installation, self-closing door, and concealed hinge, gaskets as required.
3. Locations: New Wall and ceiling.
4. Fire-Resistance Rating: Not less than that of adjacent construction.
5. Temperature-Rise Rating: 450 deg F at the end of 30 minutes.
6. Uncoated Steel Sheet for Door: Nominal 0.036 inch, 20 gage, factory primed or finished, location dependent.
7. Metallic-Coated Steel Sheet for Door: Nominal 0.040 inch, 20 gage, factory primed or finished, location dependent.
8. Stainless-Steel Sheet for Door: Nominal 0.038 inch, 20 gage, No. 4 finish.
9. Frame Material: Same material, thickness, and finish as door.
10. Latch and Lock: Self-closing, self-latching door hardware, operated by key.

## 2.4 MATERIALS

- A. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Steel Sheet: Uncoated or electrolytic zinc coated, ASTM A 879/A 879M, with cold-rolled steel sheet substrate complying with ASTM A 1008/A 1008M, Commercial Steel (CS), exposed.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 or A60 metallic coating.
- D. Stainless-Steel Sheet, Strip, Plate, and Flat Bars: ASTM A 666, Type 316. Remove tool and die marks and stretch lines, or blend into finish.
- E. Frame Anchors: Same material as door face.
- F. Inserts, Bolts, and Anchor Fasteners: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329.

## 2.5 FABRICATION

- A. Metal Surfaces: For metal surfaces exposed to view in the completed Work, provide materials with smooth, flat surfaces without blemishes. Do not use materials with exposed pitting, seam marks, roller marks, rolled trade names, or roughness.
- B. Doors and Frames: Grind exposed welds smooth and flush with adjacent surfaces. Furnish mounting holes, attachment devices and fasteners of type required to secure access doors to types of supports indicated.
- C. Latch and Lock Hardware:

1. Quantity: Furnish number of latches and locks required to hold doors tightly closed.
2. Keys: Furnish two keys per lock and key all locks alike, coordinate keying requirements with owner.

## 2.6 FINISHES

- A. Painted Finishes: Comply with coating manufacturer's written instructions for cleaning, conversion coating, and applying and baking finish.
  1. Factory Primed: Apply manufacturer's standard, lead- and chromate-free, universal primer immediately after surface preparation and pretreatment.
  2. Factory Finished: Apply manufacturer's standard baked-enamel or powder-coat finish immediately after cleaning and pretreating, with minimum dry-film thickness of 1 mil for topcoat.
    - a. Color: Match Architect's sample, or adjacent paint color where exposed to view. For access panels installed in non-public view location, manufacturer's standard colors are acceptable.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with manufacturer's written instructions for installing access doors and frames.
- B. Adjust doors and hardware, after installation, for proper operation.

**END OF SECTION 08 3113**

## **SECTION 09 2116.23 - GYPSUM BOARD SHAFT WALL ASSEMBLIES**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes: Gypsum board shaft wall assemblies where extents of existing fire rated shafts need to be rebuilt to permit radon mitigation system installation.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each component of gypsum board shaft wall assembly.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.

#### **2.2 GYPSUM BOARD SHAFT WALL ASSEMBLIES**

- A. Fire-Resistance Rating: To match existing rating.
- B. Studs: Manufacturer's standard profile for repetitive members, corner and end members, and fire-resistance-rated assembly indicated.
  - 1. Depth: 2-1/2 inches, 4 inches, 6 inches to suit field conditions.
  - 2. Minimum Base-Metal Thickness: 0.033 inch.
- C. Runner Tracks: Manufacturer's standard J-profile track with manufacturer's standard long-leg length, but at least 2 inches long and matching studs in depth.
  - 1. Minimum Base-Metal Thickness: 0.033 inch.
- D. Firestop Tracks: Provide firestop track at head of shaft wall on each floor level.
- E. Room-Side Finish: To match adjacent level of finish.
- F. Shaft-Side Finish: As indicated by fire-resistance-rated assembly design designation.
- G. Insulation: Sound attenuation blankets.

## 2.3 PANEL PRODUCTS

- A. Panel Size: Provide in maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.
- B. Gypsum Shaftliner Board, Type X: ASTM C 1396/C 1396M; manufacturer's proprietary fire-resistive liner panels with paper faces.
  - 1. American Gypsum.
  - 2. CetainTeed Corporation.
  - 3. Georgia-Pacific Building Products.
  - 4. National Gypsum Company.
  - 5. United States Gypsum Company.
  - 6. Thickness: 1 inch.
  - 7. Long Edges: Double bevel.
- C. Gypsum Shaftliner Board, Moisture- and Mold-Resistant Type X: ASTM C 1396/C 1396M; manufacturer's proprietary fire-resistive liner panels with moisture- and mold-resistant core and surfaces.
  - 1. American Gypsum.
  - 2. CetainTeed Corporation.
  - 3. Georgia-Pacific Building Products.
  - 4. National Gypsum Company.
  - 5. United States Gypsum Company.
  - 6. Thickness: 1 inch.
  - 7. Long Edges: Double bevel.
  - 8. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- D. Gypsum Board: As specified in Section 09 29 00 "Gypsum Board."

## 2.4 NON-LOAD-BEARING STEEL FRAMING

- A. Steel Framing Members: Comply with ASTM C 645 requirements for metal.
- B. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated.
  - 1. Blazeframe Industries.
  - 2. Fire Trak Corp.
  - 3. Grace Construction Products.
  - 4. Metal-Lite.
  - 5. Steel Network, Inc.



## 2.5 AUXILIARY MATERIALS

- A. Trim Accessories: Material and shapes as specified in Section 09 2900 "Gypsum Board" that comply with gypsum board shaft wall assembly manufacturer's written recommendations for application indicated.
- B. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
- C. Track Fasteners: Power-driven fasteners of size and material required to withstand loading conditions.
- D. Sound Attenuation Blankets: As specified in Section 09 2900 "Gypsum Board."
- E. Acoustical Sealant: As specified in Section 07 9219 "Acoustical Joint Sealants."

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. General: Comply with requirements of fire-resistance-rated assemblies indicated, manufacturer's written installation instructions, and ASTM C 754 other than stud-spacing requirements.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, or mold damaged.
- C. Sprayed Fire-Resistive Materials: Patch or replace sprayed fire-resistive materials removed or damaged during installation of shaft wall assemblies. After application, remove only to extent necessary for installation of gypsum board shaft wall assemblies.
- D. Building Expansion Joints: Frame both sides of expansion joints with furring and other support.
- E. Install supplementary framing around openings and as required for blocking, bracing, and support of gravity and pullout loads of fixtures, equipment, handrails, and similar items.
  - 1. Elevator Hoistway: Provide jamb struts on each side of door frame.
- F. Penetrations: Install supplementary steel framing around perimeter of penetration behind boxes containing wiring devices, elevator call buttons, elevator floor indicators, and similar items.
- G. Isolate perimeter of gypsum panels from building structure, while maintaining continuity of fire-rated construction.
- H. Firestop Tracks: Install to maintain continuity of fire-resistance-rated assembly indicated.

- I. Control Joints: Install control joints according to ASTM C 840 and in specific locations approved by Architect while maintaining fire-resistance rating of gypsum board shaft wall assemblies.
- J. Sound-Rated Shaft Wall Assemblies: Seal with acoustical sealant at perimeter of each assembly and at joints and penetrations.
- K. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.
- L. Remove and replace panels that are wet, moisture damaged, or mold damaged.

**END OF SECTION 09 2116.23**

## **PART 1 - GENERAL**

### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Non-load-bearing steel framing systems for interior partitions.
  - 2. Suspension systems for interior ceilings and soffits.

### **1.2 ACTION SUBMITTALS**

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

### **1.3 INFORMATIONAL SUBMITTALS**

- A. Evaluation reports for firestop tracks.

## **PART 2 - PRODUCTS**

### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

### **2.2 FRAMING SYSTEMS**

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: ASTM A 653/A 653M, G40.
- B. Studs and Runners: ASTM C 645.
  - 1. Steel Studs and Runners:
    - a. CEMCO.
    - b. ClarkDietrich Building System.
    - c. MBA Building Supplies.
    - d. MRI Steel Framing, LLC.
    - e. Phillips Manufacturing Co.
    - f. Steel Network, Inc.

- g. Telling Industries.
  - h. Minimum Base-Metal Thickness: As required by performance requirements for horizontal deflection.
  - i. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide one of the following:
  - 1. Clip System: Clips designed for use in head-of-wall deflection conditions that provide a positive attachment of studs to runners while allowing minimum vertical movement.
    - a. CEMCO.
    - b. ClarkDietrich Building System.
    - c. Fire Trak Corp.
    - d. Steel Network, Inc.
    - e. Super Stud Building Products.
  - 2. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch-deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
  - 3. Double-Runner System: ASTM C 645 top runners, inside runner with 2-inch-deep flanges in thickness not less than indicated for studs and fastened to studs, and outer runner sized to friction fit inside runner.
  - 4. Deflection Track: Steel sheet top runner manufactured to prevent cracking of finishes applied to interior partition framing resulting from deflection of structure above; in thickness not less than indicated for studs and in width to accommodate depth of studs.
    - a. CEMCO.
    - b. ClarkDietrich Building System.
    - c. MBA Building Supplies.
    - d. MRI Steel Framing, LLC.
    - e. Phillips Manufacturing Co.
    - f. Steel Network, Inc.
    - g. Telling Industries.
- D. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
  - 1. BlazeFrame Industries.
  - 2. CEMCO.
  - 3. Fire Trak Corp.
  - 4. Metal-Lite.
  - 5. Perfect Wall, Inc.
  - 6. Steel Network, Inc.
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
  - 1. MRI Steel Framing, LLC.

2. Minimum Base-Metal Thickness: As indicated on Drawings.
- F. Cold-Rolled Channel Bridging: Steel, 0.0538-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
  1. MRI Steel Framing, LLC.
  2. Depth: As indicated on Drawings.
  3. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.
- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
  1. MRI Steel Framing, LLC.
  2. Minimum Base-Metal Thickness: As indicated on Drawings.
  3. Depth: As indicated on Drawings.
- H. Resilient Furring Channels: 1/2-inch-deep, steel sheet members designed to reduce sound transmission.
  1. MRI Steel Framing, LLC.
  2. Configuration: Asymmetrical or hat shaped.
- I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges.
  1. Depth: 3/4 inch.
  2. Furring Brackets: Adjustable, corrugated-edge-type steel sheet with minimum uncoated-steel thickness of 0.0329 inch.
  3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.

## 2.3 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch-diameter wire.
- B. Hanger Attachments to Concrete:
  1. Expansion Anchors: Fabricated from corrosion-resistant materials, with allowable load or strength design capacities calculated according to ICC-ES AC193 and ACI 318 greater than or equal to the design load, as determined by testing per ASTM E 488/E 488M conducted by a qualified testing agency.
  2. Power-Actuated Anchors: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with allowable load capacities calculated according to ICC-ES AC70, greater than or equal to the design load, as determined by testing per ASTM E 1190 conducted by a qualified testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.

- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.0538 inch and minimum 1/2-inch-wide flanges.
  - 1. Depth: As indicated on Drawings.
- E. Furring Channels (Furring Members):
  - 1. Cold-Rolled Channels: 0.0538-inch uncoated-steel thickness, with minimum 1/2-inch-wide flanges, 3/4 inch deep.
  - 2. Steel Studs and Runners: ASTM C 645.
    - a. Minimum Base-Metal Thickness: As indicated on Drawings.
    - b. Depth: As indicated on Drawings.
  - 3. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
    - a. Minimum Base-Metal Thickness: As indicated on Drawings.
  - 4. Resilient Furring Channels: 1/2-inch-deep members designed to reduce sound transmission.
    - a. Configuration: Asymmetrical or hat shaped.

## 2.4 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
  - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.2 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacing indicated, but not greater than spacing required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 3. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
  - 4. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- E. Direct Furring:
  - 1. Screw to wood framing.
  - 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
- F. Z-Shaped Furring Members:
  - 1. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches o.c.
  - 2. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.

### 3.3 INSTALLING SUSPENSION SYSTEMS

- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
  - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
    - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
  - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
    - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
  - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 4. Flat Hangers: Secure to structure, including intermediate framing members, by attaching to inserts, eye screws, or other devices and fasteners that are secure and appropriate for structure and hanger, and in a manner that will not cause hangers to deteriorate or otherwise fail.
  - 5. Do not attach hangers to steel roof deck.
  - 6. Do not attach hangers to permanent metal forms. Furnish cast-in-place hanger inserts that extend through forms.
  - 7. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
  - 8. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Seismic Bracing: Sway-brace suspension systems with hangers used for support.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

**END OF SECTION 09 2216**



## **SECTION 09 26 13 - GYPSUM VENEER PLASTERING**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Gypsum veneer plaster and gypsum base for veneer plaster.
  - 2. Gypsum veneer plaster over masonry surfaces.
  - 3. Gypsum veneer plaster over monolithic concrete surfaces.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

### **PART 2 - PRODUCTS**

#### **2.1 MANUFACTURERS**

- A. Source Limitations: Obtain gypsum veneer plaster products, including gypsum base for veneer plaster, joint reinforcing tape, and embedding material, from single manufacturer.

#### **2.2 PERFORMANCE REQUIREMENTS**

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### **2.3 GYPSUM VENEER PLASTER**

- A. One-Component Gypsum Veneer Plaster: ASTM C 587, ready-mixed, smooth, finish-coat veneer plaster formulated for application directly over substrate without use of separate base-coat material.
  - 1. Georgia-Pacific Building Products.
  - 2. National Gypsum Company.
  - 3. United States Gypsum Company.

- B. High-Strength, One-Component Gypsum Veneer Plaster: ASTM C 587, ready-mixed, smooth, finish-coat veneer plaster containing mill-mixed, fine silica sand; with a compressive strength of 3000 psi when tested according to ASTM C 472; and formulated for application directly over substrate without use of separate base-coat material.
  - 1. Georgia-Pacific Building Products.
  - 2. National Gypsum Company.
  - 3. United States Gypsum Company.
- C. Two-Component Gypsum Veneer Plaster: ASTM C 587, with separate formulations; one for base-coat application and one for finish-coat application over substrates.
  - 1. Base Coat:
    - a. National Gypsum Company.
    - b. United States Gypsum Company.
  - 2. Smooth Finish Coat:
    - a. National Gypsum Company.
    - b. United States Gypsum Company.
- D. High-Strength, Two-Component Gypsum Veneer Plaster: ASTM C 587, ready-mixed, base-coat plaster and smooth finish-coat veneer plaster containing mill-mixed, fine silica sand; with a compressive strength of 3000 psi when tested according to ASTM C 472.
  - 1. Base Coat:
    - a. United States Gypsum Company.
  - 2. Smooth Finish Coat:
    - a. United States Gypsum Company.

## 2.4 PANEL PRODUCTS

- A. Gypsum Base for Veneer Plaster: ASTM C 1396/C 1396M.
  - 1. CertainTeed Corporation.
  - 2. Georgia-Pacific Building Products.
  - 3. National Gypsum Company.
  - 4. United States Gypsum Company.
  - 5. Thickness: 5/8 inch.
- B. Gypsum Base for Veneer Plaster, Type X: ASTM C 1396/C 1396M.
  - 1. CertainTeed Corporation.
  - 2. Georgia-Pacific Building Products.
  - 3. National Gypsum Company.
  - 4. United States Gypsum Company.
  - 5. Thickness: 5/8 inch.

- C. Abuse-Resistant Gypsum Base for Veneer Plaster: With specially reinforced core for greater resistance to surface abrasion, indentation, soft-body impact, and hard-body impact.
  - 1. CertainTeed Corporation.
  - 2. Georgia-Pacific Building Products.
  - 3. National Gypsum Company.
  - 4. United States Gypsum Company.
  - 5. Core: 5/8 inch, Type X.
  - 6. Long Edges: Tapered.
  - 7. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
  - 8. Abuse Resistance: ASTM C 1629/C 1629M, Level 3.
- D. Glass-Mat Interior Gypsum Board: ASTM C 1658/C 1658M. With moisture- and mold-resistant core; glass-mat facing on both sides of panel.
  - 1. CertainTeed Corporation.
  - 2. Georgia-Pacific Building Products.
  - 3. National Gypsum Company.
  - 4. United States Gypsum Company.
  - 5. Core: 1/2 inch, regular type.
  - 6. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- E. Backing Panels for Multilayer Applications: ASTM C 1396/C 1396M gypsum base or gypsum board, as recommended by gypsum veneer plaster manufacturer, for application method and thicknesses indicated.
  - 1. Core: Matching face layer unless otherwise indicated.
  - 2. Thickness: Matching face layer unless otherwise indicated.

## 2.5 TRIM ACCESSORIES

- A. Standard Trim: ASTM C 1047, provided or approved by manufacturer for use in gypsum veneer plaster applications indicated.
  - 1. Material: Galvanized-steel sheet or aluminum-coated steel sheet or rolled zinc.

## 2.6 JOINT REINFORCING MATERIALS

- A. General: Comply with joint strength requirements in ASTM C 587 and with gypsum veneer plaster manufacturer's written recommendations for each application indicated.
- B. Joint Tape: [As recommended by gypsum veneer plaster manufacturer for applications indicated] [Paper] [Open-mesh, glass fiber].
- C. Embedding Material for Joint Tape: As recommended by gypsum veneer plaster manufacturer for use with joint-tape material and gypsum veneer plaster applications indicated.

**2.7 AUXILIARY MATERIALS**

- A. Bonding Agent: ASTM C 631, polyvinyl acetate.
- B. Laminating Adhesive: Adhesive or joint compound recommended by manufacturer for directly adhering gypsum-base, face-layer panels to backing-layer panels in multilayer construction.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
- D. Sound Attenuation Blankets: ASTM C 665, Type I. Comply with mineral-fiber requirements of assembly.
- E. Acoustical Sealant: As specified in Section 07 92 00 "Joint Sealants."
- F. Patching Mortar: Dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

**PART 3 - EXECUTION****3.1 INSTALLING PANELS**

- A. Gypsum Base for Veneer Plaster: Apply according to ASTM C 844 unless manufacturer's written recommendations are more stringent.
  - 1. Erection Tolerance: No more than 1/16-inch offsets between planes of gypsum base panels, and 1/8 inch in 8 feet noncumulative, for level, plumb, warp, and bow.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, or mold damaged.
- C. Install trim with back flanges intended for fasteners, and attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- D. Control Joints: Install [at locations indicated on Drawings] [according to ASTM C 844 and in specific locations approved by Architect].
- E. Gypsum Base: Reinforce interior angles and flat joints with joint tape and embedding material to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.
- F. Abuse-Resistant Base: Reinforce joints between abuse-resistant panels with joint tape and embedding material according to panel manufacturer's written recommendations.

- G. Glass-Mat Interior Gypsum Board: Reinforce joints between moisture- and mold-resistant panels with joint tape and embedding material according to panel manufacturer's written recommendations.

### 3.2 GYPSUM VENEER PLASTERING

- A. Bonding Agent: Apply bonding agent on dry monolithic concrete, masonry, abuse-resistant base panels according to gypsum veneer plaster manufacturer's written recommendations.
- B. Gypsum Veneer Plaster Mixing: Mechanically mix gypsum veneer plaster materials to comply with ASTM C 843 and with gypsum veneer plaster manufacturer's written recommendations.
- C. Gypsum Veneer Plaster Application: Comply with ASTM C 843 and with veneer plaster manufacturer's written recommendations.
  - 1. One-Component Gypsum Veneer Plaster: Trowel apply base coat over substrate to uniform thickness. Fill all voids and imperfections. Immediately double back with same mixer batch of plaster to a uniform total thickness of 1/16 to 3/32 inch.
  - 2. Two-Component Gypsum Veneer Plaster:
    - a. Base Coat: Hand trowel or machine apply base coat over substrate to a uniform thickness of 1/16 to 3/32 inch. Fill all voids and imperfections.
    - b. Finish Coat: Trowel apply finish-coat plaster over base-coat plaster to a uniform thickness of 1/16 to 3/32 inch.
  - 3. Where gypsum veneer plaster abuts only metal door frames, windows, and other units, groove finish coat to eliminate spalling.
  - 4. Do not apply veneer plaster to gypsum base if paper facing has degraded from exposure to sunlight. Before applying veneer plaster, use remedial methods to restore bonding capability to degraded paper facing according to manufacturer's written recommendations and as approved by Architect.
- D. Concealed Surfaces: Do not omit gypsum veneer plaster behind cabinets, furniture, furnishings, and similar removable items. Omit veneer plaster in the following areas where it will be concealed from view in the completed Work unless otherwise indicated or required to maintain fire-resistance and STC ratings:
  - 1. Above suspended ceilings.
- E. Gypsum Veneer Plaster Finish: Smooth-troweled finish unless otherwise indicated.

**END OF SECTION 09 2613**

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## **SECTION 09 2900 - GYPSUM BOARD**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. Section Includes:
  - 1. Interior gypsum board.
  - 2. Interior gypsum board for ceilings and soffits.

#### **1.2 ACTION SUBMITTALS**

- A. Product Data: For each type of product.
- B. Samples: For each texture finish indicated on same backing indicated for Work.

### **PART 2 - PRODUCTS**

#### **2.1 PERFORMANCE REQUIREMENTS**

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

#### **2.2 GYPSUM BOARD, GENERAL**

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

#### **2.3 INTERIOR GYPSUM BOARD**

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
  - 1. American Gypsum.
  - 2. CertainTeed Corporation.
  - 3. Georgia-Pacific Building Products.
  - 4. National Gypsum Company.
  - 5. USG.

6. Thickness: 5/8 inch.
  7. Long Edges: Tapered.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
1. Thickness: 5/8 inch.
  2. Long Edges: Tapered.
- C. Gypsum Ceiling Board: ASTM C 1396/C 1396M.
1. Thickness: 1/2 inch.
  2. Long Edges: Tapered.
- D. Abuse-Resistant Gypsum Board: ASTM C 1629/C 1629M.
1. Core: 5/8 inch, Type X.
  2. Surface Abrasion: Meets or exceeds Level 3 requirements.
  3. Surface Indentation: Meets or exceeds Level 3 requirements.
  4. Single-Drop Soft-Body Impact: Meets or exceeds Level 3 requirements.
  5. Long Edges: Tapered.
  6. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.
- E. Mold-Resistant Gypsum Board: ASTM C 1396/C 1396M. With moisture- and mold-resistant core and paper surfaces.
1. Core: 5/8 inch, Type X.
  2. Long Edges: Tapered.
  3. Mold Resistance: ASTM D 3273, score of 10 as rated according to ASTM D 3274.

## 2.4 TRIM ACCESSORIES

- A. Interior Trim: ASTM C 1047.
1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
  2. Shapes:
    - a. Cornerbead.
    - b. Bullnose bead.
    - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
    - d. L-Bead: L-shaped; exposed long flange receives joint compound.
    - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
    - f. Expansion (control) joint.
    - g. Curved-Edge Cornerbead: With notched or flexible flanges.

## 2.5 JOINT TREATMENT MATERIALS

- A. General: Comply with ASTM C 475/C 475M.



- B. Joint Tape:
  - 1. Interior Gypsum Board: Paper.
  - 2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
  - 3. Tile Backing Panels: As recommended by panel manufacturer.
- C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
  - 1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
  - 2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping or drying-type, all-purpose compound.
    - a. Use setting-type compound for installing paper-faced metal trim accessories.
  - 3. Fill Coat: For second coat, use setting-type, sandable topping or drying-type, all-purpose compound.
  - 4. Finish Coat: For third coat, use setting-type, sandable topping or drying-type, all-purpose compound.
  - 5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound or drying-type, all-purpose compound.
- D. Joint Compound for Exterior Applications:
  - 1. Exterior Gypsum Soffit Board: Use setting-type taping compound and setting-type, sandable topping compound.
  - 2. Glass-Mat Gypsum Sheathing Board: As recommended by sheathing board manufacturer.
- E. Joint Compound for Tile Backing Panels:
  - 1. Glass-Mat, Water-Resistant Backing Panel: As recommended by backing panel manufacturer.
  - 2. Cementitious Backer Units: As recommended by backer unit manufacturer.

## 2.6 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written instructions.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
- C. Steel Drill Screws: ASTM C 1002 unless otherwise indicated.
- D. Sound-Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.

1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
  - E. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
    1. Accumetric LLC.
    2. Grabber Construction Products.
    3. Hilti, Inc.
    4. Pecora Corporation.
    5. Specified Technologies.
    6. United States Gypsum Company.
- 2.7 TEXTURE FINISHES
1. To match existing adjacent as occurs.

### **PART 3 - EXECUTION**

#### **3.1 APPLYING AND FINISHING PANELS**

- A. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold damaged.
- B. Comply with ASTM C 840.
- C. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments. Provide 1/4- to 1/2-inch-wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- D. For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
- E. Prefill open joints and damaged surface areas.
- F. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
- G. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
  1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
  2. Level 4: Non-public locations such as electrical closets.

- a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."
- 3. Level 5: All public locations.
  - a. Primer and its application to surfaces are specified in Section 09 91 23 "Interior Painting."

### 3.2 APPLYING TEXTURE FINISHES

- A. Surface Preparation and Primer: Prepare and apply primer to gypsum panels and other surfaces receiving texture finishes. Apply primer to surfaces that are clean, dry, and smooth.
- B. Texture Finish Application: Mix and apply finish using powered spray equipment, to produce a uniform texture, matching existing as occurs, free of starved spots or other evidence of thin application or of application patterns.

### 3.3 PROTECTION

- A. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- B. Remove and replace panels that are wet, moisture damaged, and mold damaged.

**END OF SECTION 09 2900**

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**SECTION 09 9000**

**PAINTING**

**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 surface preparation and the application of paint systems on the following interior substrates:
  - 1. Gypsum board.
  - 2. Masonry.

**1.3 DEFINITIONS**

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.
- E. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- F. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.

**1.4 ACTION SUBMITTALS**

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
  - 1. Submit Samples on rigid backing, 8 inches square.

2. Step coats on Samples to show each coat required for system.
  3. Label each coat of each Sample.
  4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
  2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.
  3. VOC content.

#### 1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

#### 1.6 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide primers and undercoat paint produced by same manufacturer as finish coats.
- B. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
    - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
    - b. Other Items: Architect will designate items or areas required.
  2. Final approval of color selections will be based on mockups.
    - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
  3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

#### 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label, and following information:
1. Product name or title of material.
  2. Product description (general classification or binder-type).
  3. Manufacturer's stock number and date of manufacture.
  4. Contents by volume, for pigment and vehicle constituents.
  5. Thinning instructions.

- 6. Application instructions.
- 7. Color name and number.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.

#### 1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

### **PART 2 - PRODUCTS**

#### 2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. Benjamin Moore & Co.
  - 2. PPG Architectural - Glidden
  - 3. Sherwin-Williams.
  - 4. Rust-oleum.
- B. Products: Subject to compliance with requirements, provide one of the products listed in other Part 2 articles for the paint category indicated.

#### 2.2 PAINT, GENERAL

- A. MPI Standards: Provide products that comply with MPI standards indicated and that are listed in its "MPI Approved Products List."
- B. Material Compatibility:
  - 1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
  - 2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.
- C. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction[ and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of

colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24)].

1. Flat Paints and Coatings: 50 g/L.
2. Nonflat Paints and Coatings: 150 g/L.
3. Dry-Fog Coatings: 400 g/L.
4. Primers, Sealers, and Undercoaters: 200 g/L.
5. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 250 g/L.
6. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
7. Pretreatment Wash Primers: 420 g/L.
8. Floor Coatings: 100 g/L.
9. Shellacs, Clear: 730 g/L.
10. Shellacs, Pigmented: 550 g/L.

- D. Colors: As selected by Architect from manufacturer's full range.
1. Tint primers and undercoats to approximate shade of selected finish coat color.
  2. 20 percent of surface area will be painted with deep tones.
  3. For deep-tone finish colors, use Deep-Base Primers recommended by manufacturer for surface.

## 2.3 PRIMERS/SEALERS

- A. Primer Sealer, Interior, Institutional Low Odor/VOC: MPI #149.
1. Benjamin Moore Eco Spec WB Interior Latex Primer
  2. PPG Architectural Glidden Professional Lifemaster No VOC Interior Primer
  3. Sherwin-Williams Multi-Purpose Zero VOC Primer/Sealer.

## 2.4 METAL PRIMERS

- A. Primer, Rust-Inhibitive, Water Based for interior applications: MPI #107.
1. Benjamin Moore Super Spec HP Acrylic Metal Primer
  2. Sherwin-Williams Pro Industrial Pro-Cryl Universal Primer
  3. Rust-Oleum Bulls Eye 1-2-3

## 2.5 WATER-BASED PAINTS

- A. Latex, Interior, Institutional Low Odor/VOC, Flat (Gloss Level 1): MPI #143.
1. Benjamin Moore Eco Spec WB Interior Latex Flat Finish
  2. PPG Architectural Glidden Professional Lifemaster No VOC Interior Acrylic Flat
  3. Sherwin-Williams ProMar 200 Zero VOC Interior Latex Flat.
- B. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 2): MPI #144.
1. Benjamin Moore Natura Waterborne Interior Eggshell
  2. PPG Architectural Glidden Professional Lifemaster No VOC Interior Eggshell Paint
  3. Sherwin-Williams ProMar 200 Zero VOC Interior Latex Low Sheen



- C. Latex, Interior, Institutional Low Odor/VOC, (Gloss Level 3): MPI #145.
  - 1. Benjamin Moore Eco Spec WB Interior Eggshell Finish
  - 2. PPG Architectural Glidden Professional Diamond 450 No VOC Interior Eggshell Paint
  - 3. Sherwin-Williams ProMar 200 Zero VOC Interior Latex Eg-Shel
- D. Latex, Interior, Institutional Low Odor/VOC, Semi-Gloss (Gloss Level 5): MPI #147.
  - 1. Benjamin Moore Natura Waterborne Interior Semi-Gloss
  - 2. PPG Architectural Glidden Professional Diamond 450 No VOC Interior Semi-Gloss Paint
  - 3. Sherwin-Williams All Surface Enamel Zero VOC Acrylic Semi-Gloss
- E. Latex, Interior, High Performance Architectural, (Gloss Level 4): MPI #140.
  - 1. Benjamin Moore Aura Waterborne Satin Interior Paint.
  - 2. PPG Architectural Glidden Professional Diamond 450 No VOC Satin Premium Interior Paint.
  - 3. Sherwin-Williams ProMar 200 Interior Latex Semi-Gloss.

## 2.6 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
  - 1. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

## **PART 3 - EXECUTION**

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
  - 1. Concrete: 12 percent.
  - 2. Masonry (Clay and CMU): 12 percent.
  - 3. Gypsum Board: 12 percent.
  - 4. Plaster: 12 percent.
- C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.
- D. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

- E. Proceed with coating application only after unsatisfactory conditions have been corrected.
  - 1. Application of coating indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
  - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
  - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer but not less than the following:
  - 1. SSPC-SP 2, "Hand Tool Cleaning."
  - 2. SSPC-SP 3, "Power Tool Cleaning."
  - 3. SSPC-SP 11, "Power Tool Cleaning to Bare Metal."
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.

### 3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and to recommendations in "MPI Manual."
  - 1. Use applicators and techniques suited for paint and substrate indicated.
  - 2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
  - 3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
  - 4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
  - 5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

- B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.
- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
  - 1. Paint the following work where exposed in occupied spaces:
    - a. Equipment, including panelboards.
    - b. Uninsulated metal piping.
    - c. Uninsulated plastic piping.
    - d. Pipe hangers and supports.
    - e. Metal conduit.
    - f. Plastic conduit.
    - g. Other items as directed by Architect.
  - 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.

### 3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
  - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
  - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

### 3.6 INTERIOR PAINTING SCHEDULE

#### A. Steel Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
  - a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
  - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
  - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

#### B. Masonry Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
  - a. Prime Coat: Primer, rust-inhibitive, water based MPI #107.
  - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
  - c. Topcoat: Latex, interior, institutional low odor/VOC, semi-gloss (Gloss Level 5), MPI #147.

#### C. Gypsum Board and Plaster Substrates:

- 1. Institutional Low-Odor/VOC Latex System:
  - a. Prime Coat: Primer sealer, interior, institutional low odor/VOC, MPI #149.
  - b. Intermediate Coat: Latex, interior, institutional low odor/VOC, matching topcoat.
  - c. Topcoat: Latex, interior, institutional low odor/VOC, flat (Gloss Level 1), MPI #143.
    - 1) Locations: Ceilings
  - d. Topcoat: Latex, interior, institutional low odor/VOC, (Gloss Level 3), MPI #145.
    - 1) Locations: Walls, other than bathrooms, kitchens and trim.
- 2. High Performance Architectural Low Odor/VOC Latex System:
  - a. Prime Coat and Intermediate Coat: same as Topcoat.
  - b. Topcoat: Latex, interior, High Performance Architectural, Satin (Gloss Level 4), MPI #147.
    - 1) Locations: Bathrooms, kitchens, and trim.

C.

**END OF SECTION 09 9000**