

PROJECT MANUAL

FEBRUARY 9, 2026

**BUILDING ENVELOPE UPGRADES
AT THE
WARWICK EARLY LEARNING CENTER**

**FOR
WARWICK PUBLIC SCHOOLS
WARWICK, RHODE ISLAND**



**SACCOCCIO & ASSOCIATES, INC.
ARCHITECTS**



**1085 PARK AVENUE
CRANSTON, RHODE ISLAND**

PROJECT NO. 25042

WARWICK PUBLIC SCHOOLS BID # 26-0015

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INVITATION TO BID

Warwick Public Schools Bid No. 26-0015

Project: Building Envelope Upgrades
Warwick Early Learning Center
325 Miantonomo Drive, Warwick, Rhode Island 02888

Owner: Warwick Public Schools
69 Draper Avenue
Warwick, Rhode Island

Architect: Saccoccio & Associates, Inc.
1085 Park Avenue
Cranston, Rhode Island 02910-3144
Tel:(401) 942-7970

Completion
Time:

- Expected award of Contract and delivery of a Notice to Proceed is approximately End of March 2026.
- Ordering of products, coordination and preparatory work is to commence within seven days after receipt of the Notice to Proceed.
- Construction at the site can commence on June 18, 2026.
- Substantial completion date is August 18, 2026.
- Final Completion of all work is to be August 25, 2026.

General or trade Contractors are invited to submit a sealed lump sum bid proposal for the above referenced project in accordance with the requirements of the Bidding Documents dated February 9, 2026 and the following instructions.

The Owner will receive electronic bids until **Friday, March 13, 2026 by 10:00 A.M.** through Bidnetdirect.com. Bids will be opened publicly and read aloud at the Administrative Offices, 69 Draper Avenue, Warwick, RI, 02889 – Room 204 at this specified date and time. Interested parties are invited to attend.

Refer to "Instructions To Bidders" of the Bid Documents for additional bidding requirements.

A mandatory Pre-Bid Site Visit will be held on **Friday, February 27, 2026 at 3:00 P.M.** for **pre-qualified Contractors** at the site.

No other visits to the project site will be conducted.

The deadline for submitting questions to Bidnetdirect.com is **Friday, 12:00 P.M., March, 6, 2026.**

Bid security in the amount of ten percent (10%) of the bid must accompany each bid. Bid security shall be in the form of bid bond or a certified check payable to the City of Warwick. Beneficiary of the bond shall be the City of Warwick.

A Performance Bond of one hundred percent (100%) of the contract price and a Labor and Material Payment Bond of one hundred percent (100%) of the contract price with a satisfactory surety company will be required of the successful bidder.

Bidder's attention is referred to the State requirements pertaining to conditions of employment to be observed, including Workmen's Compensation, Equal Employment Opportunity, and Minority Business Enterprises. Attention is also called to the fact that not less than the minimum wage rates as hereinafter set forth shall be paid on this project, in accordance with those prevailing wages on file with the Rhode Island Department of Labor and Training, Prevailing Wage Unit. It is the Contractor's responsibility to use the current Prevailing Wage table that is in effect on the Bid issuance date for this project which is included in this Project Manual. These wage rates are applicable for the duration of the contract. The table may also be obtained at the Rhode Island Department of Labor and Training web site www.dlt.state.ri.us.

The Owner reserves the right to waive irregularities and to reject any or all bids, whole or in part, to waive any informalities or defects in any or all bids and to make awards deemed to be in the best interest of the Owner.

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

AIA Document A701, Instructions to Bidders - 2018 Edition is included, following this page, as an integral part of the Bid Document. Provisions which are not amended or supplemented remain in full force and effect.

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AIA® Document A701™ – 2018

Instructions to Bidders

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

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

THE OWNER:
(Name, legal status, address, and other information)

Warwick Public Schools
69 Draper Avenue
Warwick, R.I. 02889
Telephone Number: (401) 734-3033

THE ARCHITECT:
(Name, legal status, address, and other information)

Saccoccio & Associates, Inc.
1085 Park Avenue
Cranston, RI 02910
Telephone Number: 401-942-7970
Fax Number: 401-942-7975

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 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 the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, 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.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 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 observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids. *(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall 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 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

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

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

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

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount

of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

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

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .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.

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

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect 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 Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .3** AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

- .4** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 31 19

INFORMATION AVAILABLE TO BIDDERS

- A. Hazardous Material:
Various building components have been tested and asbestos containing material has been detected in the construction area. The Hazardous Materials Inspection Report is included following this page.
- B. Contractor Notification of Asbestos-Containing Materials/Presumed Asbestos-Containing Materials – 2025.
Documents are included following this page reporting in accordance with OSHA and State Laws a list of all Asbestos-Containing Materials/Presumed Asbestos-Containing Materials located in the vicinity of construction.

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LABORATORY REPORT

Warwick Public Schools
Attn: Phillip Ricchiuti
150 Draper Avenue
Warwick, RI 02889

Date Received: 12/28/2023
Date Reported: 12/29/2023
Work Order #: 2312-21799

Site Location: FRANCIS WEI.C

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

Analysis by Polarized Light Microscopy (PLM) was performed in accordance with EPA 40 CFR Appendix E to Subpart E of Part 763 and/or EPA 600/R-93/116.

R.I. Analytical Laboratories, Inc. maintains bulk asbestos fiber NVLAP accreditation under Lab Code 101440-0. This report does not serve as a product certification, approval, and/or endorsement by NVLAP, NIST, or any federal agency.

The sample(s) submitted for analysis were accepted by R.I. Analytical unless otherwise noted in the report. If a sample is found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the sample will be homogenized and a single result will be provided. These results only pertain to the samples submitted for this Work Order # and this report shall not be reproduced except in its entirety.

In accordance with EPA guidelines, vermiculite materials should be assumed to contain asbestos even if PLM analysis reports asbestos not detected. All NOB (Non-Friable Organically Bound) materials such as vinyl floor tile, vinyl sheet flooring, glues, and mastics, that test as <1% asbestos, trace asbestos and no asbestos detected, should be further analyzed by TEM (Transmission Electron Microscopy).

Samples submitted for analysis will be retained for three months for future reference.

We certify that the following results are true and accurate to the best of our knowledge. If you have questions or need further assistance, please contact our Customer Service Department.

Approved by:

Asbestos Signatory

R.I. Analytical Laboratories, Inc.
LABORATORY REPORT

Warwick Public Schools
Date Received: 12/28/2023
Work Order #: 2312-21799
Site Location: FRANCIS WELC

METHOD: EPA 600/R-93/116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	WL-01A DOOR 1A	PLM Fiber Analysis			
		Asbestos	Not Detected	12/29/2023	EDN
		Non-fibrous	100 %	12/29/2023	EDN
		Sample Color	Gray	12/29/2023	EDN
002	WL-01B DOOR 1A	PLM Fiber Analysis			
		Asbestos	Not Detected	12/29/2023	EDN
		Non-fibrous	100 %	12/29/2023	EDN
		Sample Color	Gray	12/29/2023	EDN
003	WL-02A CLASSROOM A	PLM Fiber Analysis			
		Asbestos	Not Detected	12/29/2023	EDN
		Non-fibrous	100 %	12/29/2023	EDN
		Sample Color	Beige	12/29/2023	EDN
004	WL-03A OT-PT	PLM Fiber Analysis			
		Asbestos	Not Detected	12/29/2023	EDN
		Non-fibrous	100 %	12/29/2023	EDN
		Sample Color	Beige	12/29/2023	EDN

CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)
Attn: Mr. Jim Gallagher
41 Illinois Avenue
Warwick, RI 02888

Date Received: 12/23/2013
Date Reported: 12/26/2013
Work Order #: 1312-27347

Site Location: PROJECT #130816 WARWICK PUBLIC SCHOOLS - FRANCIS ELEMENTARY

Enclosed please find your sample(s) analysis results for asbestos content. The six asbestos types include amosite, chrysotile, crocidolite, anthophyllite, tremolite, and actinolite.

METHODOLOGY: Polarized Light Microscopy (PLM) as suggested by EPA/600/R-93/116, July 1993 edition/ EPA-600/M4-82-020. December 1982.

If the samples are found to be inhomogeneous, individual components will be analyzed separately. If individual components cannot be separated, the samples will be homogenized and a single result will be provided for the entire sample.

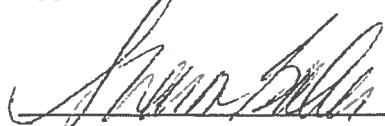
Sample results pertain only to items tested. The report must not be reproduced except in full with permission of R.I. Analytical. Samples submitted for analysis will be retained for three months for your future reference.

Our laboratory maintains NVLAP accreditation for bulk asbestos fiber analysis NVLAP lab code 101440-0.

This report must not be used to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government.

If you have any questions regarding this report, or if we may be of further assistance, please contact us.

Approved by:



Data Reporting

R.I. Analytical Laboratories, Inc.
CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)
 Date Received: 12/23/2013
 Work Order #: 1312-27347
 Site Location: PROJECT #130816 WARWICK PUBLIC SCHOOLS - FRANCIS ELEMENTARY

METHOD: EPA/600/R-93-116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
008	FS-04B HALL NEAR ROOM D5 - CEILING TILE GLUE DAUB	PLM Fiber Analysis			
		Asbestos	NEGATIVE	12/26/2013	EDN
		Non-fibrous	100 %	12/26/2013	EDN
		Sample Color	Brown	12/26/2013	EDN
009	FS-04C HALL NEAR ROOM D5 - CEILING TILE GLUE DAUB	PLM Fiber Analysis			
		Asbestos	NEGATIVE	12/26/2013	EDN
		Non-fibrous	100 %	12/26/2013	EDN
		Sample Color	Brown	12/26/2013	EDN
010	FS-05A HALL NEAR ROOM D5 - SHEETROCK CEILING	PLM Fiber Analysis			
		Asbestos	NEGATIVE	12/26/2013	EDN
		Cellulose	1-5 %	12/26/2013	EDN
		Non-fibrous	95-99 %	12/26/2013	EDN
011	FS-06A HALL NEAR ROOM D5 - CERAMIC BLOCK WALL	PLM Fiber Analysis			
		Asbestos	NEGATIVE	12/26/2013	EDN
		Non-fibrous	100 %	12/26/2013	EDN
		Sample Color	Gray	12/26/2013	EDN

Project #130816
 Warwick Public Schools
 Francis Elementary School

R.I. Analytical Laboratories, Inc.
CERTIFICATE OF ANALYSIS

R.I. Analytical (EAM Division)
 Date Received: 12/23/2013
 Work Order #: 1312-27347
 Site Location: PROJECT #130816 WARWICK PUBLIC SCHOOLS - FRANCIS ELEMENTARY

METHOD: EPA/600/R-93-116

SAMPLE NO.	SAMPLE DESCRIPTION	PARAMETER	SAMPLE RESULTS / UNITS	DATE ANALYZED	ANALYST
001	FS-01A LIBRARY OLD WINDOWS - WINDOW GLAZING	PLM Fiber Analysis			
		Asbestos	POSITIVE	12/26/2013	EDN
		Chrysotile	1-5 %	12/26/2013	EDN
		Non-fibrous	95-99 %	12/26/2013	EDN
		Sample Color	Gray	12/26/2013	EDN
002	FS-01B LIBRARY OLD WINDOWS - WINDOW GLAZING	PLM Fiber Analysis			
	+ STOP TO 01A				
003	FS-01C LIBRARY OLD WINDOWS - WINDOW GLAZING	PLM Fiber Analysis			
	+ STOP TO 01A				
004	FS-02A LIBRARY OLD WINDOWS - FRAME CAULKING	PLM Fiber Analysis			
		Asbestos	POSITIVE	12/26/2013	EDN
		Chrysotile	1-5 %	12/26/2013	EDN
		Non-fibrous	95-99 %	12/26/2013	EDN
		Sample Color	Gray	12/26/2013	EDN
005	FS-02B LIBRARY OLD WINDOWS - FRAME CAULKING	PLM Fiber Analysis			
	+ STOP TO 02A				
006	FS-03A ROOM 1 DISPLAY CASE - DOOR WINDOW GLAZING	PLM Fiber Analysis			
		Asbestos	NEGATIVE	12/26/2013	EDN
		Non-fibrous	100 %	12/26/2013	EDN
		Sample Color	Gray	12/26/2013	EDN
007	FS-04A HALL NEAR ROOM D5 - CEILING TILE GLUE DAUB	PLM Fiber Analysis			
		Asbestos	NEGATIVE	12/26/2013	EDN
		Non-fibrous	100 %	12/26/2013	EDN
		Sample Color	Brown	12/26/2013	EDN

For Official Use Only

Side C

Side D

1st Floor Plan 4

School Name:	Warwick Public Schools
Building Name:	Francis Elementary School
Address:	325 Miantonomo Drive Warwick, RI 02888

Floor 1

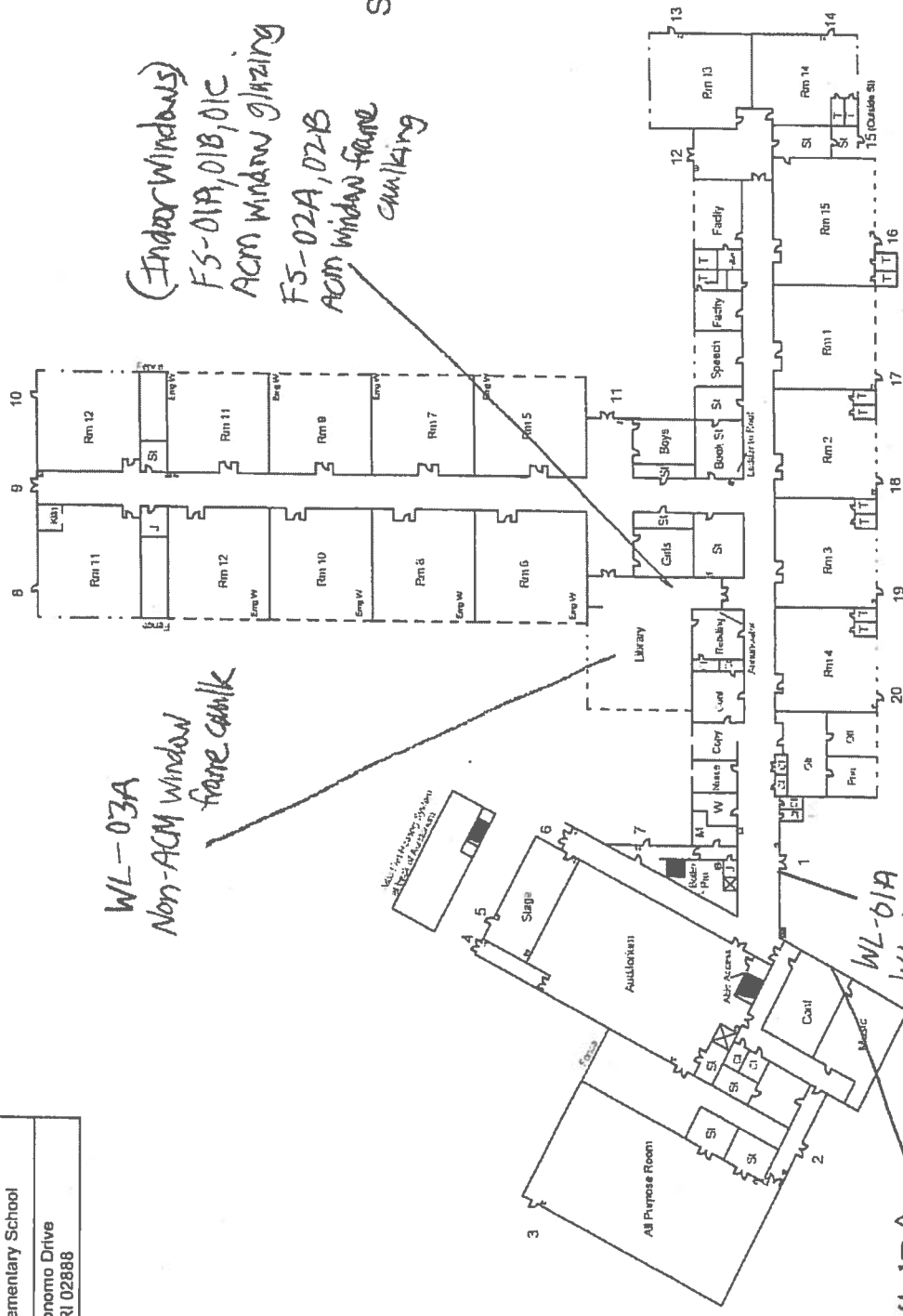
Side B

Side A

(Indoor Windows)
F5-01A, 01B, 01C
ACM Window Glazing
F5-02A, 02B
ACM Window Frame
Caulking

WL-03A
Non-ACM Window
Frame Caulk

WL-01A
WL-01B
Non-ACM Door Frame Mortar
WL-02A Non-ACM Window
Frame Caulk



Legend

- Electric Main
- Transformer
- ⊕ Generator
- ⊕ Water Main
- ⊕ Sprinkler Main
- ⊕ Gas Main
- ⊕ Oil Main
- ⊕ Camera
- ⊕ Chair Lift
- ⊕ Knox Box
- ⊕ Fire Alarm Control Panel
- ⊕ Fire Department Connection
- ⊕ Ramp



Warwick Public Schools
Warwick Early Learning Center at John Brown Francis 2026 Project
Health and Safety, COVID-19, Asbestos, Confined Space, Lead Paint, Dust Control

Health and Safety, COVID-19, Asbestos, Confined Space, Lead Paint, Dust Control: The General Contractor must strictly adhere to and meet these contract specifications along with OSHA, NIOSH, RI Dept. of Health Rules and Regulations for Asbestos Control 216-RICR-50-15-1, EPA AHERA 40 CFR Part 763 Asbestos-Containing Materials in Schools; Final Rule and Notice, Renovation, Repair and Painting (RRP) regulations, RI Dept. of Health Rules and Regulations for Lead Poisoning Prevention R23-24.6-PB, OSHA 29 CFR 1910.1053 as well as any other federal, state, and local regulations. Where there exists overlap of these regulations, the most stringent one applies.

All contractors performing work on Warwick Public Schools property shall adhere to COVID-19 current safety protocols established by Warwick Public Schools, Rhode Island Dept. of Health, and Federal agencies when working inside Warwick Public School buildings.

All contractors performing work in confined spaces shall strictly adhere to and meet these contract specifications along with OSHA Confined Space Regulations, as well as any other federal, state, and local regulations. Where there exists overlap of these regulations, the most stringent one applies.

Presumed ACM electrical wire covering impacted by construction which does not exceed Spot Repair quantities defined by the Rhode Island Dept. of Health shall be handled by individuals with a current RI Department of Health Asbestos Competent Person license.

Warwick Public Schools
Dept. of Buildings & Grounds, 150 Draper Avenue, Warwick, RI 02889
Asbestos-Containing Materials/Presumed Asbestos-Containing Materials
Contractor Notification 2025 - 2026

Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

asbestos window frame caulk and window glazing – library hallway wall;
asbestos tile/linoleum on counter tops;
asbestos floor tile/floor tile mastic;

presumed asbestos lavatory stall partitions;
presumed asbestos ceramic sink tile.

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DOCUMENT 00 41 13

BID FORM

Warwick Public Schools Bid No. 26-0015

Date: _____

Project: Door Replacement
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

Bid to: Warwick Public Schools
69 Draper Avenue
Warwick, Rhode Island 02889

Architect: Saccoccio & Associates, Inc.
1085 Park Avenue
Cranston, Rhode Island 02910-3144
Tel:(401) 942-7970

Submitted by:

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact: _____

License Number: _____
(If Applicable)

1. **BID**

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Bidding Documents prepared by Saccoccio & Associates, Inc., Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum noted below:

- **BASE BID**

_____ (\$ _____.)
(written, and numerically)

We have included the Bid Security Deposit.

2. UNIT PRICES

We propose the following Unit Prices for specific portions of the Work as listed. These Unit Prices shall be for additions to or subtractions from the Base Bid work and shall be performed under the Contract during the entire life of the Contract.

	<u>Item Description</u>	<u>Unit Quantity</u>	<u>Unit Value</u>
a.	Remove existing wood blocking and provide and install new pressure treated wood blocking	2 x 4 x 8'-0" long	\$ _____
b.	Remove existing floor tile & mastic and provide new VCT flooring. (Color to match) (Base Bid includes 200 VCT tiles)	10 Square Feet	\$ _____

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) calendar days from the bid closing date. If the Owner accepts this bid within the time stated above, we will:

- Execute the Agreement subject to compliance with the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven (7) days after the signing of the Contract.

4. BID SECURITY DEPOSIT

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide the required Bonds, the Bid Security Deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required Bid Security Deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5. CONTRACT TIME

If this Bid is accepted, we will follow the schedule noted below:

- Expected award of Contract and delivery of a Notice to Proceed is approximately Mid-March 2026.
- Ordering of products, coordination and preparatory work is to commence within seven days after receipt of the Notice to Proceed.
- Construction at the site can commence on June 18, 2026.
- Substantial completion date is August 18, 2026.
- Final Completion of all work is to be August 25, 2026.

6. ADDENDA

The following Addenda (if any) have been received. The modifications to the Bid Documents noted in the Addenda have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

7. BID FORM SIGNATURE(S)

(Bidder's name)

Title: _____

Corporate Seal:

8. CERTIFICATION OF SITE REVIEW SIGNATURE

By signing below, the Owner of the Bidding firm certifies that he/she has visited all the sites included in this project and has observed the existing roof conditions. No compensation for extra work on behalf of the Contractor will be considered for inconsistencies or obstructions that would have been determined by visual observation prior to bidding.

(Owner's signature)

END OF DOCUMENT

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DOCUMENT 00 43 13

BID BOND

AIA Document A310 - Bid Bond, 2010 Edition - Electronic Format, is included, following this page, as an integral part of the Bid documents, for use in fulfilling Bid Security requirements in lieu of submitting a certified check.

END OF DOCUMENT

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AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Warwick Public Schools
69 Draper Avenue
Warwick, R.I. 02889

BOND AMOUNT: \$**PROJECT:**

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

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or

ADDITIONS AND DELETIONS:

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

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

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

Init.

legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of ,

_____	_____
<i>(Witness)</i>	<i>(Contractor as Principal)</i> <i>(Seal)</i>
_____	_____
	<i>(Title)</i>
_____	_____
<i>(Witness)</i>	<i>(Surety)</i> <i>(Seal)</i>
_____	_____
	<i>(Title)</i>

DOCUMENT 00 45 13

CONTRACTOR'S QUALIFICATION STATEMENT

AIA Document A305, Contractor's Qualification Statement - Electronic Format, 1986 Edition, is included, following this page, as an integral part of the Bid documents, for use in evaluating the qualifications of Contractors.

The numerical low bidder will be required to complete and submit this form for evaluation.

END OF DOCUMENT

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AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

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

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

NAME OF PROJECT: *(if applicable)*

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

TYPE OF WORK: *(file separate form for each Classification of Work)*

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: *(Specify)*

§ 1 ORGANIZATION

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

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

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

§ 1.3.4 Vice-president's name(s)

ADDITIONS AND DELETIONS:

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

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

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

§ 2 LICENSING

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

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

§ 3 EXPERIENCE

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

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

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

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

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

§ 3.3 Within the last five years, has any officer or principal of 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.)

§ 3.4 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.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five 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.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

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

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 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).

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

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

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

§ 5.2 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

M 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 before me this day of

Notary Public:

My Commission Expires:

DOCUMENT 00 52 13

AGREEMENT FORM

AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum - 2017 Edition, and as amended, forms the basis of Contract between the Owner and Contractor, and is included, following this page, as an integral part of the Bid documents. Provisions that are not amended or supplemented remain in full force and effect.

END OF DOCUMENT

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AIA® Document A101™ – 2017

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

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

BETWEEN the Owner:
(Name, legal status, address and other information)

Warwick Public Schools
69 Draper Avenue
Warwick, R.I. 02889
Telephone Number: (401) 734-3033

and the Contractor:
(Name, legal status, address and other information)

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

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

The Architect:
(Name, legal status, address and other information)

Saccoccio & Associates, Inc.
1085 Park Avenue
Cranston, RI 02910
Telephone Number: 401-942-7970
Fax Number: 401-942-7975

The Owner and Contractor agree as follows.

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

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

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

Init.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

[] By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

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

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five (45) days after the Architect receives the Application for Payment.

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

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

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

10 percent

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

To be requested in writing by the General Contractor to the Architect.

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

Remaining retainage to be withheld until Punch List work is 100 percent complete.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 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.

§ 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

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

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

.7 Addenda, if any:

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

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

Init.

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

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

Supplementary and other Conditions of the Contract:

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

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

Init.

DOCUMENT 00 61 13

PERFORMANCE BOND; PAYMENT BOND

1. PERFORMANCE BOND

AIA Document A312 - Performance Bond - 2010 Edition is included, following this page, as an integral part of the Bid documents, and issues of this form, signed and executed by the successful Bidder and Surety, will be bound into the executed Contract copies of the Project Manual.

2. PAYMENT BOND

AIA Document A312 - Payment Bond - 2010 Edition is included, following this page, as an integral part of the Bid Documents, and issues of this form, signed and executed by the successful Bidder and Surety, will be bound into the executed Contract copies of the Project Manual

END OF DOCUMENT

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AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

Warwick Public Schools
69 Draper Avenue
Warwick, R.I. 02889

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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

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

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

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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

 **AIA** Document A312™ – 2010**Payment Bond****CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

Warwick Public Schools
69 Draper Avenue
Warwick, R.I. 02889

CONSTRUCTION CONTRACT

Date:

Amount: \$

Description:

(Name and location)

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPALCompany: *(Corporate Seal)*

Signature:

SURETYCompany: *(Corporate Seal)*

Signature:

Name and
Title:*(Any additional signatures appear on the last page of this Payment Bond.)*Name and
Title:*(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***ADDITIONS AND DELETIONS:**

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

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

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

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
Signature: _____
(Corporate Seal)

SURETY

Company: _____
Signature: _____
(Corporate Seal)

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

DOCUMENT 00 65 19.16

WAIVER OF LIEN FORM

The 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

Construction Project Title: _____

General Contractor: _____

Subcontractor/Supplier: _____

General Contractor's previous Application No: _____

General Contractor's previous Application Date: _____

Schedule of Values Line Item No.: _____

DESCRIPTION OF WORK Heading: _____

Total payment Received to Date:
\$ _____

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 and dated Application and Certificate for Payment.

Signed this month of _____ day of _____, 20__.

(signature)

(company/firm name)

END OF DOCUMENT

DOCUMENT 00 65 19.18

**AFFIDAVIT OF GENERAL CONTRACTOR THAT ALL SUBCONTRACTORS,
SUPPLIERS AND LABORERS HAVE BEEN PAID AND HOLD HARMLESS CLAUSE**

The affidavit is included, following this page, as an integral part of the bid documents, for submittal with all applications for payment.

DOCUMENT 00815

**AFFIDAVIT OF GENERAL CONTRACTOR
THAT ALL SUBCONTRACTORS, SUPPLIERS AND LABORERS
HAVE BEEN PAID: AND HOLD HARMLESS CLAUSE**

To: ??????????????

The undersigned hereby deposes, says and makes affidavit under oath that he/she is _____ of _____ and further certifies that as of today's date all monies previously advanced pursuant to requisitions of the Contractor in connection with the Project known as Building Envelope Upgrades at the Warwick Early Learning Center at John Brown Francis have been paid to or are being held for and will be paid to the subcontractors, laborers, or suppliers: that there are no further amounts owing to the knowledge of the undersigned other than as set forth in the current requisition, a copy of which is attached hereto, and that only materials, fixtures, and equipment to which undersigned has absolute title have been used in the project. Further, the undersigned HEREBY HOLDS HARMLESS THE CITY OF WARWICK, AND ALL COMMITTEES, BOARDS, DEPARTMENTS AND AGENCIES THEREUNDER, AND AGREES TO INDEMNIFY SAME FOR ANY ACTION OR SUIT BROUGHT BY ANY SUBCONTRACTOR, LABORER, OR SUPPLIER FOR THE PAYMENT OF ANY SUMS DUE RELATIVE TO THE AFORESAID PROJECT. Said Hold Harmless Clause and Indemnification shall cause the undersigned to shield the City of Warwick and all committees, boards, departments and agencies from all attachments, chattel mortgages, and all liens, whatsoever, sought by subcontractors, laborers and/or suppliers for collection of monies allegedly due said parties for work performed on the aforesaid Project.

On the _____ day of _____, 20____, before me
appeared _____, where upon oath said
property executed the foregoing Affidavit as their free act and deed.

NOTARY

My commission expires:

DOCUMENT 00 72 13

GENERAL CONDITIONS

AIA Document A201, General Conditions of the Contract for Construction - 2017 Edition, is included, following this page, as an integral part of the Bidding and Contract Documents. Provisions which are not amended or supplement remain in full force and effect.

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AIA[®] Document A201[™] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Warwick Public Schools
Building Envelope Upgrades
Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888

THE OWNER:

(Name, legal status and address)

Warwick Public Schools
69 Draper Avenue
Warwick, Rhode Island 02889

THE ARCHITECT:

(Name, legal status and address)

Saccoccio & Associates, Architects
1085 Park Avenue, Cranston, Rhode Island 02910
Tel: 401-942-7970
www.sa-architects.com

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ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503[™], Guide for Supplementary Conditions.

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(3B9ADA31)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents consist of the Agreement between the Owner and Contractor (hereinafter, the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents include the advertisement or invitation to bid, Instructions to Bidders, sample forms, information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, and Addenda relating to those documents.

In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 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

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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. All Work mentioned or indicated in the 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. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of Work unless otherwise directed by written addendum to the Contract.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 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. The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

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

§ 1.2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract Documents.

§ 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest revision prior to the date of receiving bids, except where otherwise indicated.

§ 1.2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.

§ 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract Documents.

§ 1.2.8 All drawings are diagrammatic and indicate general arrangement of systems and equipment, except when specifically dimensioned or detailed. For exact locations of building elements, refer to dimensioned drawings. Field measurements take precedence over dimensioned drawings. Intention is to show size, capacity, approximate location, direction and general relationship of one work phase to another, but not exact detail or arrangement. Installation of all systems and equipment is subject to clarification as indicated in reviewed shop drawings and field coordination drawings.

Dimensions indicated on contract drawings are limiting dimensions. Do not use equipment exceeding dimensions indicated or equipment or arrangements that reduce required clearances or exceed specified maximum dimensions.

§ 1.2.9 The Mechanical, Plumbing, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Plumbing, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence. A copy of the drawings shall be submitted to the Architect, and the Contractor shall revise and resubmit the drawings if so directed by the Architect.

§ 1.2.10 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in subparagraph 3.2.5 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.

§ 1.2.11 Test boring or soil test information included with the Contract Documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architects in the design of the Project or Work. The Owner does not hold out such information to the Contractor as a completely accurate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from a reliance by the Contractor on such information shall be allowed except as provided in subparagraph 3.7.4.

§ 1.2.12 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified. Owner provided drawings showing existing conditions or construction are based on available documents and are not guaranteed to show actual existing conditions.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 All Drawings, Specifications and copies thereof furnished by the Owner are and shall remain the Owner's property. They are to be used only with respect to this Project and are not to be used on any other project without the prior written consent of the Owner. With the exception of one contract set for each party to the Contract, such documents are to be returned or suitably accounted for to the Owner at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

(Paragraph Deleted)

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Not Used.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

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

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish available surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner except to the extent that the Contractor's review thereof reveals, or in the exercise of reasonable diligence should have revealed, any inaccuracy or incompleteness therein. The Owner makes no warranty as to the accuracy or completeness of such information. The Contractor shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness after receipt from the Contractor of a written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, 5 copies of Drawings and Project Manuals. All additional hard copies will be furnished upon request at the cost of reproduction.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. The Contractor shall resume the Work after such stoppage promptly upon written notice to do so from the Owner. The Contractor shall remain responsible for maintaining the progress of the Work and shall not be entitled to any increase in the Contract Sum or Contract Time. The Contractor shall be responsible for all costs incurred by the Owner attributable to such an order to stop the Work.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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 default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's and Owner's Project Manager's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

The rights of the Owner hereunder are in addition to any other rights set forth in the Contract Documents or available at law or in equity.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

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§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor shall not be entitled to any change in the Contract Time or Contract Sum on account of its failure, or that of any Subcontractor, to comply with the foregoing requirements.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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. The Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. If the Contractor performs any construction activity that it knows or should know involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall assume appropriate responsibility for such performance and shall bear responsibility for the costs of any required correction.

§ 3.2.3 The Contractor is required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. **§ 3.2.5** Any claim by the Contractor, in submitting their bid, they did not include all items as shown in the Contract Documents, will be given no consideration for an adjustment of any kind.

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

§ 3.2.7 The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract Documents, but shall request additional drawings or instructions from the Architect as provided in subparagraph 3.2.5. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, the Contractor shall correct Work incorrectly done at the Contractor's own expense.

§ 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 which shall not be less than such state of skill and attention generally rendered by the contracting profession for projects similar to the Project in scope difficulty and location.

The Contractor shall adequately staff the Project to properly and thoroughly manage, schedule and supervise all construction activities.

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 Contractor unless the Contract Documents give other specific instructions concerning these matters. Where the contract documents refer to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in the Work, such mention is intended only to indicate that the operations of the Contractor shall be such as to produce at least the quality of work implied by the operations described, by the actual determination of whether or not the described operations may be safely and suitable employed on the Work shall be the responsibility of the Contractor, who should notify the Architect in writing of the actual means, methods, techniques, sequences or procedures which will be employed on the Work, if these differ from those mentioned in the Contract Documents.

All loss, damage, or liability, or cost of correcting defective work arising from the employment of any construction means, methods, techniques, sequences, or procedures shall be corrected at Contractor's expense, notwithstanding that such construction means, methods, techniques, sequences, or procedures are referred to, indicated or implied by

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the Contract Documents, unless the Contractor has given timely notice to the Owner and Architect in writing that such means, methods, techniques, sequences or procedures are not safe or suitable, and the Owner has then instructed the Contractor in writing to proceed at the Owner's risk.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. This obligation shall also extend to the presence on the Site of suppliers of materials or equipment, their employees, contractors, and agents engaged in the Work.

§ 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.

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

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them, and the Contractor shall ensure that all workers to be employed on the Project have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) of at least 10 hours. The Contractor shall be responsible for maintaining all safety precautions at and around the Project site. On the Owner's request, the Contractor shall permanently remove from the Project site any employee of the Contractor or any Subcontractor who fails to comply with the requirements of the Contract Documents or whose presence or behavior is deemed by the Owner to be adverse to the success of the Project or the Owner's interests.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise and, promptly after written notification of non-conformance, shall be repaired or replaced by the Contractor with Work conforming to such requirements.

The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

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The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract Documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract Documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract Documents to be performed at the Contractor's expense.

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§3.5.4 The Contractor shall guarantee all Work for a period of one year after Date of Substantial Completion, or by the terms of any special guarantee required by the Contract Documents. The Contractor shall, upon written notice from the Owner, promptly correct defective Work or Work not in accordance with the Contract Documents.

§ 3.6 Taxes

The Owner is exempt from Rhode Island sales tax on products permanently incorporated in Work of the Project.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

The Construction Documents are being submitted by the Owner to the Fire Marshal and the Building Inspection Department for review. The Owner will pay the costs for this review.
The Contractor will include all permit costs in their Bid. Contact the Local Building Inspector's Office to determine the permit costs.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If any of the Work is required to be inspected or approved by any public authority, the Contractor shall cause such inspection or approval to be performed and shall comply with any instructions or corrections ordered by the public authority.

§ 3.7.3 If the Contractor performs Work it knows or should know to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

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(Paragraph Deleted)

If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

(Paragraphs Deleted)

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ, in accordance with the Contract Documents, a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work until the date of Substantial Completion, and for such time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work. The Contractor shall remove the superintendent if requested in writing by the Owner, and shall replace him/her with a competent person reasonably acceptable to Owner.

The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed

superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.9.4 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of Work and the storage of materials.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within twenty (20) calendar days after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Projector as requested by the Architect.

The construction schedule shall be in such form and contain such information as the Architect and Owner require. The construction schedule shall be resource loaded for the Contractor and all subcontractors, with each resource identified by name, description, unit of measure, and calendar assignment. For each class of work included in the Contractor's schedule of values, the construction schedule shall show the percentage of completion to be obtained and the total dollar value of the work to be completed as of the first of each month until Substantial Completion. All calculations shall be on the basis of work in place, but not including the value of materials delivered but not in place.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

The Contractor's compliance with the construction schedule is a material obligation of the Contract.

§ 3.10.4 The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The construction schedule shall be updated every month (or more frequently if requested by the Owner) to reflect actual conditions (such updates are sometimes referred to in these General Conditions as "progress reports"). In the event any progress report indicates delays in achievement of any milestone date set forth in such schedule, the Contractor shall propose in written form an affirmative plan (the "Recovery Schedule") to correct the delay, including overtime and/or additional labor, if necessary, which Recovery Schedule shall indicate the date by which the progress of the Work will comply with the construction schedule, and shall be subject to the approval of the Owner and the Architect. In no event shall any progress report or Recovery Schedule constitute an adjustment in the construction schedule, Contract Time or any milestone date unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order.

§ 3.10.5 In the event (i) that the performance of the Work, as of a milestone date, has not progressed or reached the level of completion required by the construction schedule, and (ii) the progress of the Work is not brought back into compliance with the construction schedule on the date proposed by the Recovery Schedule, or the Contractor otherwise fails to comply with the Recovery Schedule, the Owner shall have the right to order the Contractor to take

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corrective measures to expedite the progress of the Work, including, without limitation, (1) supplying additional manpower, equipment, and facilities, (2) working additional shifts or overtime, (3) working additional days, and (4) other similar measures (hereinafter referred to collectively as "Corrective Measures"). Such Corrective Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents.

§ 3.10.6 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Corrective Measures required by the Owner under or pursuant to Section 3.10.5. The Owner may exercise the rights furnished the Owner under or pursuant to Section 3.10.5 as frequently as reasonably necessary to ensure that the Contractor's performance of the Work complies with the milestone dates set forth in the construction schedule.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

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

approved by the Architect. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Architect will review and 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.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.11 When professional certification of materials, systems or equipment is required by the Contract Documents, the Owner shall be entitled to rely upon such certifications, and neither the Owner nor the Architect shall be expected to make an independent examination with respect to the performance of such materials, systems or equipment.

§ 3.13 Use of Site

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

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract Documents. The Owner shall not be liable to the Contractor, the Subcontractors, their employees, or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of
(Paragraph Deleted)

the

Owner.

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor and may deduct all costs thereof from any payment due the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Owner's representatives, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, including claims, damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the Work, caused in whole or in part by the negligent or wrongful 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, including those of indemnity, which would otherwise exist as to a party or person described in this section.

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

§ 3.18.3 The obligations of the Contractor under this paragraph 3.18 shall not extend to the liability of the Architect, the Architect's consultants, and agents or employees of any of them arising out of (1) the preparation of maps,

Drawings, opinions, reports, surveys, Change Orders, designs or Specifications, or (2) directions or instructions given by the Architect, the Architect's consultants and agents or employees of any of them, provided such instructions or directions are the primary cause of the injury or damage.

§ 3.18.4 The Owner and the Architect have acknowledged that nothing in the Architect's engagement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its Subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner and that, in performing such obligations, the Architect may increase the burdens and expense of the Contractor, its Subcontractors or the surety of any of them. Neither the Contractor, any Subcontractor, nor the surety of any of them shall bring any civil suit or other legal action against the Architect arising out of or in connection with the Project.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 Not Used

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

§ 4.2.12 Interpretations and decisions of the Architect 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.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review.

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

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. No increase in the Contract Sum or Contract Time shall be allowed for such change.

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article 14 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor;
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the

Contract; and

(Paragraph Deleted)

- .3 the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 The Owner reserves the right to enter any part of the Project site at any time to inspect the Work or to perform other work with its own forces or separate contractors, or to address any emergency situation. Such access is not to be construed to mean partial occupancy by the Owner and no claim for increase in the Contract Time or Sum will be considered unless such Owner's contractors have delayed or damaged the Contractor's Work. The Contractor shall permit the Owner to place and install as much furniture, equipment and other material during the progress of the Work as is possible before completion of the various parts of the Work and agrees that such placing and installation of equipment shall not in any way evidence the completion or acceptance of the Work or any portion of it.

§ 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work 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. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

(Paragraph Deleted)

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect 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 Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, 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 Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

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

§ 7.2.2 Upon request of the Owner or the Architect, the Contractor shall without cost to the Owner submit to the Architect, in such form as the Architect may require, an accurate written estimate of the cost of any proposed extra Work or change. The estimate shall indicate the quantity and unit cost of each item of material, and the number of hours of work and hourly rate for each class of labor, as well as a description and the amounts of all other costs chargeable under the terms of this Article. Unit labor costs for the installation of each item of material shall be shown if required by the Architect. The Contractor shall promptly revise and resubmit each estimate if the Architect determines that it is not in compliance with the requirements of this Article, or that it contains errors of fact or mathematical errors. If required by the Architect, in order to establish the exact cost of new Work added or of previously required Work omitted, the Contractor shall obtain and furnish to the Architect bona fide proposals from recognized suppliers for furnishing any material included in such Work. Such estimates shall be furnished promptly so as to occasion no delay in the Work, and shall be furnished at the Contractor's expense. The Contractor shall state in the estimate any extension of time required for the completion of the Work if the change or extra work is ordered.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, 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, and if the Contract Documents include a unit price for the work that is the subject of such directive, such unit price shall be the basis of the adjustment to the Contract Sum, unless the Owner, in its sole discretion, chooses another method. If, however, the Contract Documents do not include a unit price for such work, the adjustment shall be based on one of the following methods, as selected by the Owner:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the proposed method of adjustment in the Contract Sum is based on unit prices that are stated in the Contract Documents, such unit prices shall be the basis of any adjustment to the Contract Sum, unless the Owner has chosen another method pursuant to subparagraph 7.3.3. If the proposed method of adjustment is not based on such unit prices and the Contractor objects to the proposed method of adjustment, the Contractor must notify the Architect of such objection in writing within five (5) calendar days from Contractor's receipt of the Construction Change Directive. Failure to so object will irrevocably

waive any such objections and claims on account of such method of adjustment, and the Construction Change Directive shall be deemed and shall constitute a Change Order. If the Contractor does so object, the adjustment to the Contract Sum shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with the Clauses 7.3.11.1 through 7.3.11.6 below.

In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds, insurance and permit fees directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect 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.

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

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner amounts for such changes in the Work shall not be included in Applications for Payment. Such amounts shall only be included in an Application for Payment after the adjustment for the Construction Change Directive has been included in a Change Order signed by the Owner and the Contractor. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.3.11 The allowance for the combined overhead and profit is to be as listed below.

- .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 involved, for Work performed by that Subcontractor's own forces, 10 percent of the cost.
- .4 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.4.

- .5 Overhead and profit is to include the Contractor's project management and supervisory costs, all administrative expenses and personnel, change estimate preparation, mobilization, setup & break-down, meetings, all safety related costs, cleanup costs and storage costs pertaining to the changes in the work.
- .6 The fee increase to any permit required by the additional work is allowed to be added to the Change Order costs. However, the Contractor is required to submit proof that the additional fee was paid to the presiding authority.
- .7 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500.00 be approved without such itemization.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

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 date established in the Agreement.

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

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

§ 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 knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.2.4 Unless specifically required by law, no payment under this Contract shall be due until the construction schedule, required by Section 3.10, and conforming to the requirements of the General Requirements has been accepted by the Architect.

§ 8.2.5 If the Architect in reviewing any Application for Payment determines that the amount of completed Work in place as certified by the Architect is less than 90% of the Work in place required by the Contractor's construction schedule or schedule of values provided for in Section 9.2, or that there have been delays to critical paths and the Contract completion date will not be met, or that, in the Owner's sole discretion, there is reasonable concern that the Work will not be Substantially Complete by the date required in the Contract Documents, the Contractor shall be required to submit a recovery schedule with a written description of the steps the Contractor intends to take to put the Project back on schedule. At the Owner's option, the Contractor shall take some or all of the following actions at no additional cost to the Owner:

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- .1 Increase the number of workers on the site, in such quantities and trades as will substantially eliminate the backlog of work;
- .2 Increase the number of working hours per shift, shifts per day, working days per week, amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate backlog of work; or
- .3 Reschedule activities so that the completion dates initially scheduled will be met.

§ 8.2.6 If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain their same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be adjusted prorata.

§ 8.2.7 If the Contractor fails to submit any Application for Payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

§ 8.2.8 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, and this shall be the Contractor's sole remedy for such delay. Under no circumstances will the Contractor be entitled to an increase in the Contract Sum, or to any other damages, on account of or in connection with any delay, regardless of the cause of such delay, and Contractor agrees not to make any claim for such damages, including, but not limited, claims for damages on account of having to perform out-of-sequence work, claims for damages on account of loss of production, and claims for damages on account of hindrances or interference with the work.

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

§ 8.3.3 No extension of time shall be granted because of seasonal or abnormal variations in temperature, humidity or precipitation, which conditions shall be wholly at the risk of the Contractor, whether occurring within the time originally scheduled for completion or within the period of any extension granted. There shall be no increase in the Contract Sum on account of any additional costs of operations or conditions resulting therefrom.

§ 8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any hindrance, delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

§ 8.4 Liquidated Damages

§ 8.4.1 It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of the Work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial and/or residential conditions prevailing in this locality. If the said Contractor shall neglect, fail or refuse to complete the Work within the times herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount stipulated in these Contract Documents, not as a penalty but as liquidated damages for such breach of contract, for each and every calendar day that the Contractor shall be in default after the time stipulated for completing the Work. The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be deducted by the Owner from periodic payments.

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

§ 9.1.2 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, in the opinion of the Architect, application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment, and shall be revised if later found by the Architect to be inaccurate. In addition, the Contractor shall submit to the Architect, at least 14 days before the first Application for Payment, a Cash Flow Schedule that shows the percentage completion to be obtained and the total dollar value of Work to be completed as of the first of each month until Substantial Completion. All calculations in the Cash Flow Schedule shall be on the basis of Work in place and shall exclude the value of materials delivered but not in place.

§ 9.2.1 The Cash Flow Schedule shall be based on an orderly progression of the Work allowing adequate time for each operation (including adequate time for submission and review of submittals) and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Cash Flow Schedule will be reviewed by the Architect for compliance with the requirements of the Contract Documents. Unless specifically required by law, no payment under this Contract shall be due until the Cash Flow Schedule has been reviewed and approved by the Architect. The Architect's review of the Cash Flow Schedule shall not impose any duty on the Architect or the Owner with respect to the timing, planning, scheduling or execution of the Work. In particular if the Contractor proposes a Cash Flow Schedule indicating a date of Substantial Completion which is earlier than the Contract Time the Contractor shall not be entitled to additional payment or compensation of any kind if for any reason the full Contract Time is required to achieve Substantial Completion of the Work.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents. The form of Application for Payment shall be a notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet.

§ 9.3.1.1 Each Application for Payment or periodic estimate requesting payment shall be accompanied at the owner's option by (1) a waiver of liens from each Subcontractor or (ii) a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor, or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner.

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

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

§ 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, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Subject to the Contractor's compliance with Section 9.3 and the provisions of Section 9.6, the Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect 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 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 Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;

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- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the retainage currently held by the Owner would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 failure of the Contractor or mechanical or electrical trade subcontractors to comply with requirements of the General Requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition;
- .9 failure of the Contractor to provide required warranties under Section 9.3, claims for direct payment, or reasonable evidence indicating probable filing of such claims;
- .10 costs incurred by the Owner under Section 10.2.5;
- .11 failure of the Contractor to submit prerequisite documentation required by the General Requirements; or
- .12 liquidated damages due the Owner pursuant to Section 8.4.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 Not Used

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. The Owner reserves the right to withhold payment to the Contractor, in whole or in part, for any or all of the reasons cited in Clauses 9.5.1.1 through 9.5.1.12.

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. The Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 Not Used

§ 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

Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and

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litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Not Used

(Paragraph Deleted)

§ 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.

In addition, Substantial Completion for the entire Project shall be achieved only when:

- .1 the Owner has beneficial occupancy and use of the entire Project for all its intended uses;
- .2 all Project systems included in the Work are operational and acceptable to the Owner;
- .3 all governmental inspections for the Project have been successfully completed, all governmental approvals and related paperwork have been delivered to the Owner, and final and unconditional certificates of occupancy for the entire Project have been delivered to the Owner,
- .4 the only remaining Work to be performed is minor in nature and the remaining Work may reasonably be performed without having a material adverse effect on or materially interfering with the Owner's occupancy and use of the Project and
- .5 all prerequisites to Substantial Completion defined in the Contract Documents have been completed.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment together with the estimated value of completing or correcting such items (the "Punchlist") and (2) the permits and certificates referenced in Section 13.5. The Architect shall have the right to modify and supplement the Punchlist, including the estimated value of completion or correction.

Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and 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 by the Architect. The certificate shall state the date of substantial completion, shall state any consequent responsibilities of the Contractor and the Owner in accordance with the Contract Documents. The Contractor shall complete and correct any incomplete and defective work within the number of calendar days stipulated in these Contract Documents.

§ 9.8.6 Services provided by the Architect to conduct more than three (3) inspections of completed Work or any inspections beyond thirty (30) calendar days after the date of substantial completion of any portion of the Work as stated in the Agreement shall be paid by the Contractor to the Owner. The Owner may deduct the cost of such services and inspections from payments due the Contractor.

§ 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. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner has accepted in writing the responsibilities assigned to it and the Contractor for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. By Final Completion, the Contractor shall have completed its performance of all Punchlist items, completed all balancing of mechanical and other applicable systems and all seasonal system adjustments that are reasonably necessary to proper functioning of the completed Project, delivered to the Owner all operations and maintenance manuals and completed related training for such manuals, and delivered to the Owner all required warranties and guarantees.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (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, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and 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 the Contractor fails to furnish such releases or waivers as the Owner reasonably requires to satisfy the Owner that there are no outstanding liens, the Owner may require the Contractor, as a condition of final payment and at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.
(Paragraphs Deleted)

§ 9.10.3 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee for payment for Work performed and of all other claims of which the payee knew or should have known at the time of final payment, 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

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor;
- .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; and
- .4 work or property of the Owner, its tenants, or other parties at or near the Project site with the Owner's permission.

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

§ 10.2.3 The Contractor shall implement, 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 the owners and users of adjacent sites and utilities of the safeguards.

§ 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 Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18. Where the damage or loss presents an immediate danger to the public, the Owner, in its sole discretion and at the Contractor's expense, may promptly remedy such damage or loss without prior notice to the Contractor.

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

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

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the 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 detail to enable the other party to investigate the matter.

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10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local fire chief or fire

marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

§ 10.2.10 The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, groundwater, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

§ 10.2.11 The Contractor shall remove snow and ice which might result in damage or delay.

§ 10.2.12 During the progress of the Work and at all times prior to the date of Substantial Completion or occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The use of the permanent heating and/or ventilation systems for temporary heat and/or ventilation shall be subject to the prior written approval of the Owner and Architect.

§ 10.2.13 The Contractor shall install weather protection and furnish adequate heat in the protected area from November 1 to March 31 as necessary.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. The Contractor shall not cause or permit any introduction onto, under, or near the Owner's property of any hazardous materials or substances as defined by any applicable law, and shall not cause or permit any release, discharge, transportation, storage, or disposal of such materials or substances onto, under, or near the Owner's property or areas near the Owner's property. If the Contractor encounters or recognizes on the site any material known or reasonably believed to be hazardous, including but not limited to asbestos or polychlorinated biphenyl (PCB), the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Architect in writing. The Contractor and the Owner shall cooperate in implementing measures to remove or contain said material and the Contractor shall comply with all directions of the Architect in the implementation of such removal or containment.

§ 10.3.2 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Article 10 or for any violation of applicable law related to the Contractor's noncompliance with the provisions of this Article 10.

§ 10.3.3 The parties anticipate that certain hazardous substances and/or materials may be discovered at the site. When such conditions are set forth in the Contract Documents, the Contractor acknowledges that such conditions have been considered in establishing the Contract Time and Contract Sum. No extension of the Contract Time or increase in the Contract Sum shall be claimed or allowed with respect to any hazardous substances or materials located at the site which were disclosed in the Contract Documents. The Contractor shall strictly comply with all laws, regulations, rules, orders, ordinances and the like related to the excavation, storage, removal and disposal of any such hazardous substances or materials.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims

set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract

and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The insurance required by Section 11.1.1 shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or those set forth in the Contract Documents, whichever is greater.

(Paragraph Deleted)

All insurance shall be written on an occurrence basis, unless the Owner approves in writing coverage on a claims-made basis. 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 any further period during which coverage is required to be maintained after final payment by the Contract Documents. The Owner shall be named an Additional Insured on all policies.

Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner and authorized to do business in Rhode Island. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work.

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

These certificates shall set forth evidence of all coverage required by Sections 11.1.1 and 11.1.2. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending limits of coverage.

§ 11.1.3.1 The Contractor shall be responsible for having acceptable insurance coverage provided by or on behalf of all Subcontractors, with such insurance to be similar to that required of the Contractor under the Agreement and these General Conditions. The Contractor shall not allow any Subcontractor to commence Work on the Project prior to the Contractor's receipt of certificates of insurance that are acceptable in form and limits to the Owner; the Owner shall have no obligation to pay the Contractor for any Work performed by a Subcontractor who has not supplied acceptable insurance certificates prior to starting its Work.

The Owner shall be named an additional insured on all such certificates.

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§ 11.1.3.2 All insurance policies shall contain provisions or endorsements necessary to assure coverage of claims by one insured against another. All required insurance policies are to be endorsed to state that the Contractor's policies shall be primary to all other insurance available to the Owner and other specified additional insureds for liability arising out of or resulting from the Contractor's operations under the Contract, 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.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Owner's Project Manager, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 In no case shall the limits of liability be less than the following:

.1 General Liability of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. Products and Completed Operations is to be maintained for up to 3 years after the completion of the project.

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.2 Automobile Liability (applicable for any contractor who has an automobile operating exposure) of at least \$1,000,000 Bodily Injury and Property Damage per accident.

.3 Workers' Compensation Insurance as required by law.

.4 Builders' Risk Property Coverage for the full insurable value (completed value) including existing structure of the building under construction if applicable. It is to include "All Risk" insurance for physical loss or damage including theft.

.5 Property Coverage for materials and supplies being transported by the contractor, as the Town's Property Contract provides coverage for personal property within 1000 feet of the premises.

.6 Umbrella Liability of at least \$2,000,000/ occurrence, \$2,000,000/aggregate.

§ 11.2 OWNER'S LIABILITY INSURANCE The Contractor shall procure and pay for an Owner's policy of Owner's protective liability insurance insuring the Owner and its officers, employees and agents against claims which may arise from operations under the Contract or relating thereto.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. Coverage for such liability insurance shall be provided by a company or companies reasonably acceptable to the Owner. Contractor shall furnish to Owner written confirmation as to the insurance carrier's most current financial ratings prior to commencing work. Such insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risks" insurance for physical loss or **damage including without duplication, theft, vandalism and malicious mischief. This insurance shall also cover portions of** the Work stored off the site or in transit. If this insurance is written with stipulated amounts deductible, the Owner shall not be responsible for any difference between the payments made by the insurance carrier and the claim. The policy shall contain a provision that coverages afforded under policies will not be canceled or allowed to expire until at least 30 days' written notice has been given to the Owner. The Owner shall be named insured within the policy.

§ 11.3.2 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.

§ 11.3.3 The Owner shall have the power to adjust and settle with its insurers any loss for which it has obtained insurance.

Upon the occurrence of an insured loss, the Owner and the Contractor shall cooperate with each other and with each other's insurer in the submission of claims and related information and the distribution of any insurance proceeds. If after such a loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate change order.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each in the amount of 100% of the Contract Price, and each by a surety company qualified to do business under the laws of the State of Rhode Island and acceptable to the Owner. The attorney-in-fact who signs the bonds on behalf of the surety, must affix to each bond a certified and current copy of the power of attorney. The Performance and Payment Bonds shall be written in a form satisfactory to the Owner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

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§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5. If the correction or repair of any of the Work is required to avoid impacts to the maintenance, operation or safety of any portion of the Project site or the Owner's property, the Owner reserves the right to undertake the repairs prior to notifying the Contractor or without waiting for the Contractor to respond, without waiving the Owner's rights under the warranties and the Owner's right to correct work under Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Rhode Island. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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§ 13.3 Rights and Remedies

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§ 13.3.1 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.

§ 13.3.2 No action or failure to act by the Owner, Architect, 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 upon in writing.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

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

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

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.6 It is expressly agreed that the obligations of the Contractor hereunder arise out of contractual duties, and that the failure of the Contractor to comply with the requirements of the Contract Documents shall constitute a breach of contract, not a tort, for the purpose of applicable statutes of limitation and repose. Any cause of action which the Owner may have on account of such failure shall be deemed to accrue only when the Owner has obtained actual knowledge of such failure, not before.

§ 13.7 LIMITATION OF LIABILITY

§ 13.7.1 The Owner shall be liable, if ever, only to the extent of its interest in the Project; and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Contract

or the Work. Each Subcontract shall include the foregoing limitation, which shall be effective if the Owner ever succeeds to the Contractor's rights and obligations under a Subcontract.

§ 13.8 DEFENSE OF SUITS

§ 13.8.1 The Contractor shall be responsible for, shall defend and pay all costs, attorneys' fees and liabilities both direct and indirect as a result of suits arising out of this Contract.

§ 13.8.2 Neither final acceptance nor occupation of the premises by the Owner shall relieve the Contractor of responsibility for all claims for labor, materials, and equipment arising out of this Contract.

§ 13.8.3 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the work.

§ 13.9 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

§ 13.9.1 The Contractor shall maintain policies of employment as follows:

§ 13.9.1.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex 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 or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layout 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.

§ 13.9.1.2 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 or national origin.

§ 13.9.1.3 The Contractor shall be a signatory to the requirements of the Rhode Island Equal Employment Office.

§ 13.10 PREVAILING WAGES SCALES ON PUBLIC WORKS PROJECTS

§ 13.10.1. In accordance with Chapter 290 of the General laws 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 a fine of not more than One Hundred Dollars (\$100.00) for each offense.

§ 13.10.2 The wage rates as ascertained by the Department of Labor are uniform for the State of Rhode Island and as of the date of advertisement of Contract applying to the life of this Contract. Information concerning wage rates prevailing in the construction industry in Rhode Island may be obtained from the Division of Professional Regulation, Department of Labor and Training, 1511 Pontiac Avenue, Cranston, Rhode Island, 02920 or their website www.dlt.state.ri.us.

Under no condition shall the wages paid to be less than those designated in the general classification. This clause does not relieve the Contractor or his Subcontractors from respecting any other union regulations to which he ordinarily subscribes.

§ 13.10.3 Bulletin No. 3, State Labor Laws, issued by the 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), is hereby made as 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 wage rates;
4. posting of prevailing wage rates; and

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5. overtime compensation.

§ 13.11 MINORITY BUSINESS REQUIREMENTS

In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of fifteen percent (15%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs and WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Dorinda Keene at the MBECO at (401) 574-8670 or via email at

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Dorinda.Keene@doa.ri.gov.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 Provided that the Contractor is not in breach of any of its obligations under the Contract, 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, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work

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because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

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§ 14.1.2 Not Used

§ 14.1.3 If one of the above reasons exists, the Contractor may, upon seven days written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work properly executed and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site. The payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors or becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or comparable proceeding or any assignment for the benefit of creditors;
- .5 submits three successive Applications for Payment, each of which indicate that the actual Work completed is less than 90 percent of the values estimated in the construction schedule (submitted by the Contractor pursuant to Section 3.10.1) to be completed by the respective dates; or

.6 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner 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' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient.

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

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including all costs and losses incurred by the Owner on account of the Contractor's failure to comply with the Contract Documents and compensation for the Architect's and Owner's Project Manager'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 Owner shall be entitled to hold all amounts due the Contractor at the date of termination until all of the Owner's damages have been established, and to apply such amounts to such damages.

§ 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 increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1, subject to compliance with the conditions of Section 8.3. 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 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 the event that the Contract is terminated for the Owner's convenience, the Contractor shall be reimbursed in accordance with the Contract Documents for all Work properly performed up to the termination date, and for all materials or equipment not incorporated in the Work, but delivered and suitably stored at the site.

Payment for materials or equipment stored at the site shall be conditioned upon submission by the Contractor of bills of sale or such other evidence as is satisfactory to the Owner to establish the Owner's title to such material or equipment or otherwise protect the Owner's interest. The Contractor shall not be entitled to payment for overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

The word "Claim" shall mean a written demand by the Contractor for an increase in the Contract Time or the Contract Sum. The Contractor is responsible for substantiating its Claims. The word "Claim" shall not include claims by the Owner. The Owner may withhold from the

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Contractor the value of any claims against the Contractor in accordance with Massachusetts General Laws, including, but not limited to, Sections 39G and 39K of Chapter 30.

§ 15.1.2 Notice of Claims

Contractor must initiate Claims within fourteen (14) calendar days after occurrence of the event giving rise to such Claim by written notice to the Architect and the Owner. Such written notice must (1) be signed by the Contractor; (2) conspicuously identify on its face that the notice serves as a notice of claim; (3) explain in sufficient detail the basis of the Claim; (4) identify the date of the event giving rise to such Claim; and (5) state the exact dollar amount of the increase in the

Contract Sum being requested, if any, and the number of days extension to the Contract Time sought, if any.

§ 15.1.3 Not Used

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in 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.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 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.

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose

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User Notes:

(3B9ADA31)

presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

DOCUMENT 00 73 46

PREVAILING WAGE RATES

The State of Rhode Island Department of Labor, Division of Professional Regulation General Decision Modification document, current as of the bid issuance date for this Project, is an integral part of the Bid Documents for use in fulfilling prevailing wage rate requirements. A copy is included below.

Additional information concerning prevailing wage rates may be obtained from the Rhode Island Division of Professional Regulation, Department of Labor and Training, 1511 Pontiac Avenue, Cranston, Rhode Island, 02920.

General Decision Number: RI20260001 01/30/2026

Superseded General Decision Number: RI20250001

State: Rhode Island

Construction Types: Building, Heavy (Heavy and Marine) and Highway

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/23/2026
2	01/30/2026

ASBE0006-006 09/01/2024

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 49.91	36.63

ASBE0006-008 09/01/2024

Rates	Fringes
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Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.	\$ 49.91	36.63
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 BOIL0029-001 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 50.62	28.82

 BRRI0003-001 06/01/2022

	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner.....	\$ 46.86	29.14

 BRRI0003-002 09/01/2022

	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter.....	\$ 46.54	30.34

 BRRI0003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 38.78	29.61

 CARP0330-001 06/02/2025

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 47.88	30.50
Diver Tender.....	\$ 48.68	30.50
DIVER.....	\$ 60.83	30.50
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 48.68	30.50

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate

when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the "monkey": \$1.00 per hour additional.

 CARP1121-002 04/21/2025

	Rates	Fringes
MILLWRIGHT.....	\$ 45.72	31.50

ELEC0099-002 06/01/2025

	Rates	Fringes
ELECTRICIAN.....	\$ 56.11	44.10%
Teledata System Installer.....	\$ 42.09	10.45%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

 ELEV0039-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 64.52	38.435+a+b

FOOTNOTES:

a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

b. Employer contributes 8% basic hourly rate for 5 years or

more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 12/01/2025

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)		
GROUP 1.....	\$ 51.30	29.95
GROUP 2.....	\$ 49.30	29.95
GROUP 3.....	\$ 44.92	29.95
GROUP 4.....	\$ 42.07	29.95
GROUP 5.....	\$ 48.35	29.95
GROUP 6.....	\$ 39.15	29.95
GROUP 7.....	\$ 33.15	29.95
GROUP 8.....	\$ 45.00	29.95
GROUP 9.....	\$ 48.92	29.95

a. BOOM LENGTHS, INCLUDING JIBS:

- 150 feet and over + \$ 2.00
- 180 feet and over + \$ 3.00
- 210 feet and over + \$ 4.00
- 240 feet and over + \$ 5.00
- 270 feet and over + \$ 7.00
- 300 feet and over + \$ 8.00
- 350 feet and over + \$ 9.00
- 400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-003 12/01/2025

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 50.57	29.95
GROUP 2.....	\$ 48.57	29.95
GROUP 3.....	\$ 48.35	29.95
GROUP 4.....	\$ 44.35	29.95
GROUP 5.....	\$ 41.50	29.95
GROUP 6.....	\$ 47.65	29.95
GROUP 7.....	\$ 47.22	29.95
GROUP 8.....	\$ 44.54	29.95

a. BOOM LENGTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00
180 ft. and over: + \$ 3.00

210 ft. and over: + \$ 4.00
240 ft. and over: + \$ 5.00
270 ft. and over: + \$ 7.00
300 ft. and over: + \$ 8.00
350 ft. and over: + \$ 9.00
400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

ENGI0057-005 12/01/2025

Rates Fringes

Power Equipment Operator
(highway construction)

projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)

GROUP 1.....	\$ 46.45	29.95
GROUP 2.....	\$ 44.45	29.95
GROUP 3.....	\$ 39.15	29.95
GROUP 4.....	\$ 25.75	29.95
GROUP 5.....	\$ 33.15	29.95
GROUP 6.....	\$ 39.73	29.95
GROUP 7.....	\$ 43.43	29.95
GROUP 8.....	\$ 38.70	29.95

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

b. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, pile drivers, lighters, boom trucks, hoists, derricks

GROUP 2: Digging machines, excavators, locomotives, John Henry's, directional drilling machines, cold planers, reclaimers, pavers, spreaders, graders, front-end loaders (3yds & over), vacuum truck, drill/boring machine operators, vermeer saw, water blaster, hydraulic-demolition robot, Ross Carriers, concrete pump operators, asphalt/material transfer machines, rotating telehandlers, SPMT type equipment

GROUP 3: Wellpoint installation and drill/boring machine assistants

GROUP 4: Utility engineers

GROUP 5: Signal persons

GROUP 6: Oilers on cranes and deckhands

GROUP 7: Combination loader / backhoes, front-end loaders (less than 3 yds.), forklift, bulldozers, scrapers, boats, rollers, skid steer loaders (regardless of attachments), street sweepers, mechanics, welders, operators in materials yards, shops and garages

GROUP 8: Gas and electric drive heaters, concrete mixers,
light plants, welding machines, pumps and compressors

IRON0037-001 09/16/2025

	Rates	Fringes
IRONWORKER.....	\$ 43.03	33.53

LABO0271-001 12/03/2023

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.00	26.90
GROUP 2.....	\$ 37.00	26.90
GROUP 3.....	\$ 37.00	26.90
GROUP 4.....	\$ 37.00	26.90
GROUP 5.....	\$ 39.00	26.90

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail

Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABO0271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 55.40	24.15
Group 2.....	\$ 52.93	24.15
Group 3.....	\$ 42.45	24.15
FREE AIR		
Group 1.....	\$ 46.00	24.15
Group 2.....	\$ 45.00	24.15
Group 3.....	\$ 42.45	24.15
LABORER		
Group 1.....	\$ 33.05	24.05
Group 2.....	\$ 35.75	24.85
Group 3.....	\$ 36.50	24.85
Group 4.....	\$ 29.00	24.85
Group 5.....	\$ 37.50	24.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 41.50	24.15
Top Man & Laborer.....	\$ 35.60	24.15
TEST BORING		
Driller.....	\$ 41.95	24.15
Laborer.....	\$ 41.95	24.15

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper;

Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzeperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the "HOT" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the "HOT" zone

PAIN0011-005 06/01/2025

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 39.57	26.60
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 41.57	26.60
Spray, Sand & Water Blasting.....	\$ 42.57	26.60
Taper.....	\$ 38.82	25.80
Wall Coverer.....	\$ 38.57	25.80

PAIN0011-006 06/01/2024

	Rates	Fringes
GLAZIER.....	\$ 41.63	26.15

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2024

	Rates	Fringes
Painter (Bridge Work).....	\$ 57.85	26.40

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

PLAS0040-001 01/01/2025

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.75	29.10

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: \$.30 per hour additional.

 PLAS0040-002 01/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.75	29.10

 PLAS0040-003 01/01/2025

	Rates	Fringes
PLASTERER.....	\$ 45.52	29.43

 PLUM0051-002 08/25/2025

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 54.34	34.50

 * ROOF0033-004 12/01/2025

	Rates	Fringes
ROOFER.....	\$ 47.49	31.44

 SFRI0669-001 04/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 53.76	33.44

 SHEE0017-002 06/01/2025

	Rates	Fringes
Sheet Metal Worker.....	\$ 44.42	41.94

 TEAM0251-001 05/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.86	34.51+a+b
GROUP 2.....	\$ 32.01	34.51+a+b
GROUP 3.....	\$ 32.06	34.51+a+b

GROUP 4.....	\$ 32.11	34.51+a+b
GROUP 5.....	\$ 32.21	34.51+a+b
GROUP 6.....	\$ 32.61	34.51+a+b
GROUP 7.....	\$ 32.81	34.51+a+b
GROUP 8.....	\$ 32.31	34.51+a+b
GROUP 9.....	\$ 32.56	34.51+a+b
GROUP 10.....	\$ 32.36	34.51+a+b

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Contract description.
- B. Contractor's use of site and premises.
- C. Owner occupancy.
- D. Hazardous Material Suspicion
- E. Definitions

1.02 CONTRACT DESCRIPTION

- A. Work of the Project includes Building Envelope Upgrades (HVAC, Doors & Windows) to the existing building listed below as described on the drawings and in this project manual.

Warwick Early Learning Center at John Brown Francis
325 Miantonomo Drive, Warwick, Rhode Island 02888
- B. Perform the Work of the Contract under a stipulated sum Contract with the Owner in accordance with the Conditions of Contract.
- C. The Work of the Contract is identified in the Project Manual and on the Drawings.

1.03 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Construction Personnel Conduct
 - 1. The following conduct by construction personnel will not be tolerated on the Owner's property, violators may be ejected from the site.
 - a. NO SMOKING is allowed. The Contractor will erect signs noting such at all entrances.
 - b. No drugs or alcohol are allowed
 - c. No firearms or weapons are allowed.
 - d. No foul language will be tolerated.
 - e. No fighting. All involved will be subject to being removed from the site.

1.04 OWNER OCCUPANCY

- A. The Owner will occupy the site and premises during the entire period of construction.
- B. Cooperate with the Owner to minimize any possible conflicts if necessary.

1.05 HAZARDOUS MATERIAL SUSPICION

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

1.06 DEFINITIONS

- A. Basic Contract definitions are included below.
1. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
 2. "Directed": A command or instruction by Architect. . Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
 3. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
 4. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
 5. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
 6. "Install": Operations at Project site including unloading, temporarily storing, unpacking, disposing of packaging, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
 7. "Provide": Furnish and install, complete, in place, and ready for the intended use.
 8. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

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SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Schedule of values.
- B. Applications for payment.
- C. Sales Tax Exemption
- D. Change procedures.
- E. Defect assessment.
- F. Unit prices.

1.02 SCHEDULE OF VALUES

- A. Submit a printed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet
- B. Submit Schedule of Values in duplicate, one copyrighted original and one copy, within fifteen (15) days after date of receipt of a Notice to Proceed.
- C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
- D. Include in each line item, the amount of Allowances specified in Section 01 21 00 if occurring. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.03 APPLICATIONS FOR PAYMENT

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

3. Applications not properly signed and notarized will be rejected, and returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one copy of the updated construction schedule with each Application for Payment submission.
 1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, one copy of the Certified Monthly Payroll Record for the previous month's pay period.
- E. Payment Period: Submit at intervals stipulated in the Agreement.
- F. Submit with transmittal letter as specified for Submittals in Section 01 33 00.
- G. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the Waiver of Lien Form included in Document 00 65 19.16 - 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.
- H. Substantiating Data: When the Architect requires substantiating information, submit data justifying dollar amounts in question. Include the following with the Application for Payment :
 1. Record Documents as specified in Section 01 78 00, for review by the Owner which will be returned to the Contractor.
 2. Affidavits attesting to off-site stored products.
 3. Construction progress schedules, revised and current as specified in Section 01 33 00.

1.04 SALES TAX EXEMPTION

- A. Owner is exempt from sales tax on products permanently incorporated in Work of the Project.

1.05 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710
- C. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within fifteen (15) days.

- D. The Contractor may propose changes by submitting a request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation, and a statement describing the effect on Work by separate or other Contractors. Document any requested substitutions in accordance with Section 01 60 00.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Architect.
- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work that are not pre-determined, execute the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Architect may issue a directive, on AIA Form G713 Construction Change Directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in the Contract Sum or Contract Time. Promptly execute the change.
- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, within the time limits indicated in the Conditions of the Contract. The Architect will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents.
- I. Maintain detailed records of work done on a Time and Material basis. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
- J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
- K. Change Order Forms: AIA G701 Change Order.
- L. Execution of Change Orders: The Architect will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
- M. Correlation Of Contractor Submittals:
 - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
 - 2. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in the Project Record Documents.

1.06 DEFECT ASSESSMENT

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

- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct an appropriate remedy or adjust payment.
- C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Architect.
- D. The defective Work will be partially repaired to the instructions of the Architect, and the unit sum will be adjusted to a new sum at the discretion of the Architect.
- E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.
- F. The authority of the Architect to assess the defect and identify a payment adjustment is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.07 UNIT PRICES

- A. Authority: Measurement methods are delineated in the individual specification Sections.
- B. Measurement methods delineated in the individual specification Sections complement the criteria of this section. In case of conflict, the requirements of the individual specification Section govern.
- C. Take measurements and compute quantities. The Architect will verify measurements and quantities.
- D. Unit Quantities: The quantities and measurements indicated in the Bid Form are for contract purposes only. The quantities and measurements supplied or placed in the Work shall determine payment.
 - 1. When the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum contracted.
 - 2. When the actual Work requires a 25 percent or greater change in quantity than those quantities indicated, the Owner or Contractor may claim for a Contract Price adjustment.
- E. Unit Price amount includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Architect multiplied by the unit sum for Work which is incorporated in or made necessary by the Work.
- G. Measurement of Quantities:

1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
3. Metering Devices: Inspected, tested and certified by the applicable State department within the past year.
4. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
5. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
6. Measurement by Area: Measured by square dimension using mean length and width or radius.
7. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
8. Stipulated Sum Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

H. See Bid Form for schedule of Unit Prices.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

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SECTION 01 31 00

ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.

1.02 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 with provisions for accommodating the items installed later.
- 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. In finished areas except as otherwise indicated, conceal the pipes, ducts, and wiring within the construction. Coordinate the locations of fixtures and outlets with the finish elements.
- D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion.
- E. After the Owner's occupancy of the premises, coordinate access to the site for correction of the defective Work and the Work not in accordance with the Contract Documents, to minimize disruption of the Owner's activities.

1.03 PRECONSTRUCTION MEETING

- A. The Architect will schedule a meeting after a Notice to Proceed is issued to the Contractor.
- B. Attendance Required: Owner, Architect, and Contractor.
- C. Agenda:
 - 1. Execution of the Owner-Contractor Agreement.
 - 2. Submission of the executed bonds and insurance certificates.
 - 3. Distribution of the Contract Documents.
 - 4. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
 - 5. Designation of the personnel representing the parties in the Contract, and the Architect.

6. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record the minutes and distribute copies within two days after the meeting to the participants, with two copies to the Architect, the Owner, the participants, and those affected by the decisions made.

1.04 SITE MOBILIZATION MEETING

- A. The Architect will schedule a meeting at the Project site prior to the Contractor's occupancy.
- B. Attendance Required: The Owner, Architect, Special Consultants, and, 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 occupancy.
 3. Construction facilities and controls provided by the Owner.
 4. Temporary utilities provided by the Owner.
 5. Survey and building layout.
 6. Security and housekeeping procedures.
 7. Schedules.
 8. Application for payment procedures.
 9. Procedures for testing.
 10. Procedures for maintaining the record documents.
 11. Requirements for start-up of the equipment.
 12. Inspection and acceptance of the equipment put into service during the construction period.
- D. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Architect, Owner, participants, and those affected by the decisions made.

1.05 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at maximum bi-weekly (14 day) intervals.
- 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, Architect, 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 the off-site fabrication and 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. Record the minutes and distribute the copies within two days after the meeting to the participants, with two copies to the Architect, Owner, participants, and those affected by the decisions made.

1.06 PREINSTALLATION MEETING

- A. When required in the individual specification Sections, convene a preinstallation 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 Architect 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 two copies to the Architect, Owner, participants, and those affected by the decisions made.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Method for Submission of Shop Drawings and Product Data
- E. Product data.
- F. Shop drawings.
- G. Samples.
- H. Design data.
- I. Test reports.
- J. Certificates.
- K. Manufacturer's instructions.
- L. Manufacturer's field reports.
- M. Erection drawings.

1.02 SUBMITTAL PROCEDURES

- A. Master List Submittal:
 - 1. Submit a master list of the required submittals with a proposed date for each item to be submitted.
 - 2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
 - 3. Up date master list with each submission and response.
 - 4. Issue copy of master list at least monthly to the Architect.
- B. Transmit each submittal with a transmittal form.
- C. Sequentially number the transmittal form. Mark revised submittals with the original number and a sequential alphabetic suffix.

- D. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
- E. Apply a Contractor's stamp, signed or initialed, certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents. The Contractor is to mark-up the submittal as required to indicate the exact materials the submittal addresses including at a minimum, sizes, locations, uses, colors, etc.
- F. Schedule submittals to expedite the Project, and deliver to the Architect at their business address. Coordinate the submission of related items. Upon completion of the submittal's review, the Architect's office will notify the Contractor. The Contractor is then responsible to pick-up the submittals in a timely manner.
- G. For each submittal for review, allow fifteen (15) days excluding the delivery time to and from the Contractor.
- H. Identify the variations from the Contract Documents and the Product or system limitations that may be detrimental to a successful performance of the completed Work.
- I. Allow space on the submittals for the Contractor's and the Architect's review stamps.
- J. When revised for resubmission, identify the changes made since the previous submission.
- K. Distribute copies of the reviewed submittals as appropriate. Instruct the parties to promptly report an inability to comply with the Contract requirements.
- L. Submittals not requested will not be recognized or processed.
- M. The Contractor will compensate the Architect and all consulting Engineers for services performed reviewing submittals beyond the original review and two follow-up reviews of the same product, material, sample or assembly. The compensation will be made through a credit change order that will reduce the total contract amount.

1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit preliminary outline Schedules within fifteen (15) days after the date of receipt of a Notice to Proceed for coordination with the Owner's requirements. After a review, submit detailed schedules within fifteen (15) days modified to accommodate the revisions recommended by the Architect.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules.
- E. Submit a computer generated horizontal bar chart with a separate line for each major portion of the Work or operation, or section of the Work, identifying the first workday of each week.

- F. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and the duration.
- G. Indicate an estimated percentage of completion for each item of the Work at each submission.
- H. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Architect. Indicate the decision dates for selection of the finishes.
- I. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.
- J. Revisions to Schedules:
 - 1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
 - 2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
 - 3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect including the effect of changes on the schedules of separate contractors.

1.04 PROPOSED PRODUCTS LIST

- A. Within fifteen (15) days after the date of receipt of a Notice to Proceed, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.
- B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information, when appropriate.

1.05 METHOD FOR SUBMISSION OF SHOP DRAWING AND PRODUCT DATA

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

Assemble submittal package into a single indexed file incorporating submittal and cover sheet explaining project name, number, Architect, Contractor and submittal number.

3. Hard copies delivered to the Architect are to be submitted with the number of copies that the Contractor requires, plus three copies the Architect will retain.

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

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

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

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

1.06 PRODUCT DATA

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

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

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

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

1.07 SHOP DRAWINGS

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

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

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

1.08 SAMPLES

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

duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.

- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit to the Architect for aesthetic, color, or finish selection.
 - 2. Submit samples of the finishes, indicating colors, texture, and patterns for the Architect's selection.
 - 3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 78 00.
- C. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.
- D. Include identification on each sample, with the full Project information.
- E. Submit the number of samples specified in the individual specification Sections; the Architect will retain one sample.
- F. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- G. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

1.09 DESIGN DATA

- A. Submit for the Architect's knowledge as contract administrator.
- B. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.10 TEST REPORTS

- A. Submit for the Architect's knowledge as contract administrator.
- B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.11 CERTIFICATES

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

1.12 MANUFACTURER'S INSTRUCTIONS

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

1.13 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for the Architect's benefit as contract administrator.
- B. Submit the report in duplicate within thirty (30) days of observation to the Architect for information.
- C. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.14 ERECTION DRAWINGS

- A. Submit drawings for the Architect's benefit as contract administrator.
- B. Submit for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by the Architect.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 43 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Safety Awareness Policy
- D. Tolerances
- E. References.
- F. Mock-up requirements.
- G. Manufacturers' field services.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor a quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of the specified quality.
- B. Comply with the manufacturers' instructions, including each step in sequence.
- C. When the manufacturers' instructions conflict with the Contract Documents, request a clarification from the Architect before proceeding.
- D. Comply with the specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform the Work by persons qualified to produce the required and specified quality.
- F. Verify that field measurements are as indicated on the Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. Field measurements
 - 1. Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication scheduled with construction progress to avoid construction delays.

- I. The Contractor, by approving and submitting Shop Drawings, Product Data, Samples, and similar submittals thereby represent that they have determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

- A. All persons employed on the project site must have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.
- B. Be forewarned that inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.
- C. Inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.
- D. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

1.04 SAFETY AWARENESS POLICY

- A. In accordance with Rhode Island General Laws, Title 28, S28-20-35 5.1 Safety awareness program required. (Effective January 1, 2002.) all contractors who bid on municipal and state construction projects with a total project cost of One Hundred Thousand Dollars(\$100,000.00) or more, shall have an OSHA "ten hour safety construction program" for their on-site employees. The training shall utilize instructors trained by the Occupational Safety Health Administration, using OSHA approved curriculum. Graduates shall receive a card from the U. S. Department of Labor Occupational Safety and Health Administration certifying the successful completion of the training course. The director of the Rhode Island Department of Labor and Training shall promulgate rules, regulations and penalties to enforce provisions of this section.
- B. The Contractor is required to conform to all applicable OSHA requirements on this project.

1.05 TOLERANCES

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

1.06 REFERENCES

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

1.07 MOCK-UP REQUIREMENTS

- A. Tests will be performed under the provisions identified in this Section and identified in the respective product specification Sections.
- B. Assemble and erect the specified items with the specified attachment and anchorage devices, flashing, seals, and finishes.
- C. Accepted mock-ups shall be a comparison standard for the remaining Work.
- D. Where the mock-up has been accepted by the Architect and is specified in the product specification Sections to be removed, remove the mock-up and clear the area when directed to do so by the Architect.

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 Architect thirty (30) days in advance of the required observations. The Observer is subject to approval by the Architect.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01 33 00 - SUBMITTAL PROCEDURES, MANUFACTURER'S FIELD REPORTS article.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary ventilation.
 - 5. Temporary water service.
 - 6. Temporary sanitary facilities.
- B. Construction Facilities:
 - 1. Storage sheds and trailers.
 - 2. Field office
 - 3. Temporary scaffolding
 - 4. Vehicular access.
 - 5. Parking.
 - 6. Progress cleaning and waste removal.
- C. Temporary Controls:
 - 1. Barriers
 - 2. Enclosures
 - 3. Dust control.
 - 4. Noise control.
 - 5. Pollution control.
 - 6. Fire Detection

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. If the power is expected to be unavailable for a period of time, the Contractor will provide and pay for any components necessary to provide electricity for the entire building. The Contractor will pay the cost of electricity used, rental of a generator and any fuel used. Provide new temporary service or generator as required.
Provide power outlets, with branch wiring and distribution boxes as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment.
- C. Permanent convenience receptacles may be utilized during construction.

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

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

- B. Permanent building lighting may be utilized during construction.

1.04 TEMPORARY HEATING

- A. Existing heating equipment may be used.
- B. Exercise measures to conserve energy.
- C. The Contractor is to supplement with temporary heat devices as needed to maintain the specified conditions for construction operations. All temporary heating devices and associated fuel will be provided and paid for by the Contractor.
- D. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.

1.05 TEMPORARY VENTILATION

- A. Ventilate the enclosed area to achieve a curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.
- B. Utilize the existing ventilation equipment. Extend and supplement the equipment with temporary fan units as required to maintain clean air for construction operations.

1.06 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.

1.07 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain the required facilities and enclosures. Existing facility use is not permitted. Provide facilities at the time of project mobilization.

1.08 STORAGE SHEDS AND TRAILERS

- A. Storage Areas, Sheds and Trailers: 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 60 00.
- B. Maintenance and Cleaning
 - 1. Maintain the approach walks free of mud, water, and snow.
- C. Removal: At the completion of the Work remove the trailers, temporary buildings, utility services, and debris. Restore the areas to original condition.

1.09 FIELD OFFICE

- A. Existing building space may be used for a field office in location designated by the Owner.

1.10 TELEPHONE SERVICE

- A. The Contractor is required to ensure the on-site Project Supervisor maintains a cell phone in their possession for the duration of the Contract.

1.11 TEMPORARY SCAFFOLDING

- A. Contractor is to provide temporary scaffolding as necessary for construction purposes.
- B. The scaffolding is to be braced properly, assembled and installed as required to meet all OSHA requirements.
- C. Remove from the site all scaffolding, associated bracing and supports upon completion of construction. Repair all surfaces and site to original condition.

1.12 HOISTING

- A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for operating engines, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment. All surfaces damaged by hoisting equipment or crane are to be cleaned and repaired to match original condition. All damaged grass is to receive loam and seed to match existing.

1.13 VEHICULAR ACCESS

- A. Provide unimpeded access for emergency vehicles. Maintain 20 foot width driveways with turning space between and around combustible materials.
- B. Provide and maintain access to fire hydrants and control valves free of obstructions.
- C. Use designated existing on-site roads for construction traffic.

1.14 PARKING

- A. Arrange for temporary surface parking areas to accommodate the construction personnel.
- B. Location must be approved by the Owner.
- C. Use of existing parking facilities by construction personnel is permitted.
- D. When site space is not adequate, arrange through the Owner for additional off-site parking.
- E. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- F. Do not allow heavy vehicles or construction equipment in parking areas.

1.15 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from the site periodically, weekly, or daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.
- C. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.16 BARRIERS

- A. Provide barriers to prevent unauthorized entry to the construction areas and to protect existing facilities from damage from the construction operations, or demolition.

1.17 ENCLOSURES

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

1.18 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.

1.19 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by the construction operations.
- B. Restrictions on Noise:
 - 1. Use equipment with well-maintained mufflers.
 - 2. Use the least noisy techniques practical.
 - 3. Schedule noisy activities when ambient background noise level is highest.
 - 4. Turn off all unneeded and idling equipment and engines.
 - 5. Locate noise sources as far as practical from noise sensitive locations.
 - 6. Orient noise sources away from noise sensitive locations

1.20 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.

1.21 FIRE DETECTION

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

PART-2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PRODUCTS

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

1.03 PRODUCT DELIVERY REQUIREMENTS

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

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

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

- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- D. For exterior storage of fabricated products, place on sloped supports above the ground.
- E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.
- G. 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 with a Provision for Substitutions:
Submit a request for substitution for any manufacturer not named in accordance with the following article.
- C. Products Specified by Naming Three or More Manufacturers with No Substitutions:
Products of one of the manufacturers listed and meeting the specifications, no options or substitutions allowed.

1.06 PRODUCT SUBSTITUTION PROCEDURES

- A. Throughout these Specifications, types of materials may be specified by manufacturer's name, and product information in order to establish standards of quality and performance and not for the purpose of limiting competition.
- B. Inclusion of additional names of manufacturers, other than the Basis of Design manufacturer, does not imply acceptability of standard products from those manufacturers listed. All manufacturers listed shall conform, with modification as necessary, to criteria established by the specification for performance, efficiency, materials, finishes and special accessories along with, at a minimum, matching the Basis of Design product.
- C. No substitutions will be considered prior to receipt of Bids unless written request for approval (by hard copy or email) has been received by the Architect at least 10 calendar days prior to the Bid due date. If the product substitution is approved prior to receipt of the Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals announced in any other manner.

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

- D. A request for substitution of any manufacturer or product not named in a specification section is to be submitted in accordance with the following.
1. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
 2. A request constitutes a representation that the Contractor:
 - a. Has investigated the proposed product and determined that it is equal to or superior in all respects to the specified product.
 - b. Will provide the same warranty for the substitution as for the specified product.
 - c. Will coordinate the installation and make changes to other Work that may be required for the Work to be complete with no additional cost to the Owner.
 - d. Waives claims for additional costs or time extension that may subsequently become apparent.
 - e. Will coordinate installation with all affected trade Contractors, specialty Contractors and the like and will be responsible for any and all costs which may arise as a result of this substitution.
 - f. Will reimburse the Owner and the Architect for review or redesign services associated with re-approval by the authorities having jurisdiction.
- E. Substitutions will not be reviewed when a substitution is implied on the Shop Drawing or Product Data submittals without a separate written request or when acceptance will require revision to the Contract Documents.
- F. If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for review.
- G. Substitution Submittal Procedure:
1. Submit the Request for Substitution letter, Shop Drawings, Product Data, direct comparison table and the certified test results attesting to the proposed product equivalence by E-mail via an electronic format (PDF) copy to the Architect. Assemble package into a single indexed file incorporating all the required information.
 2. The Contractor shall submit a separate request for each product substitution.
 3. Provide direct comparison between the specified product and the proposed substitution. The burden of proof is on the proposer.
Supporting data to be submitted to permit a fair evaluation of the proposed substitution must address:
 - a. Performance;
 - b. Capacity;
 - c. Efficiency;
 - d. Safety;
 - e. Function;
 - f. Appearance;
 - g. Quality and durability;

- h. Finish;
 - i. Warranty terms and conditions;
 - j. Directly compare, side-by side, in table format, all listed testing agency performance requirements;
 - k. Delivery times and effect on schedules, if any;
 - l. Changes in space requirements or affect on other elements of work, if any;
 - m. Availability of maintenance service and source of replacement materials, if applicable.
- H. The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 70 00

EXECUTION REQUIREMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Protection of adjacent construction.
- D. Cutting and patching.
- E. Special procedures.
- F. Progress cleaning and waste removal.
- G. Final cleaning.
- H. Starting and adjusting of systems.
- I. Demonstration and Instructions.
- J. Protecting Installed Construction.

1.02 EXAMINATION

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

1.03 PREPARATION

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

1.04 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect the existing adjacent properties and provide special protection where specified in the individual Specification Sections.
- B. Protect the existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- C. Repair adjacent properties damaged by the construction operations to the original condition to the satisfaction of the Owner.
- D. Prohibit unnecessary traffic from the existing landscaped areas.
- F. Restore the grassed landscaped areas damaged by the construction operations to a full healthy growth by installing loam and sod.

1.05 CUTTING AND PATCHING

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

- E. Cut masonry, concrete, and other rigid materials using a masonry saw or core drill.
- F. Restore the Work with new Products in accordance with the requirements of Contract Documents.
- G. Fit Work tight to the pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- H. At the penetration of fire rated partition, ceiling, or floor construction completely seal the voids with a fire rated or fire resistant material to the full thickness of the penetrated element as required to equal the rating of the surrounding construction.
- I. Refinish surfaces to match the adjacent finishes. For continuous surfaces refinish to nearest intersection; for an assembly refinish the entire unit.
- J. Identify any hazardous substance or conditions exposed during the Work to the Architect for a decision or remedy.

1.06 SPECIAL PROCEDURES

- A. Materials: As specified in the product Sections; match the existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ a skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to the 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 the materials as specified for finished Work.
- E. Remove the debris and abandoned items from the area and from concealed spaces.
- F. Prepare the surface and remove surface finishes to provide the installation of new Work and finishes,
- G. Close the openings in exterior surfaces to protect the existing Work from the weather and extremes of temperature and humidity.
- H. Remove, cut, and patch the Work in a manner to minimize damage and to provide a means of restoring products and finishes to the original or specified condition.
- I. Where new Work abuts or aligns with the existing, provide a smooth and even transition. Patch the Work to match the existing adjacent Work in texture and appearance.
- J. When finished surfaces are cut so that a smooth transition with the new Work is not possible, terminate the existing surface along a straight line at a natural line of division and submit a recommendation to the Architect for review.
- K. Where a change of plane of 1/4 inch or more occurs, submit a recommendation for providing a smooth transition to the Architect for review.

- L. Patch or replace the portions of existing surfaces which are damaged, or showing other imperfections.
- M. Finish surfaces as specified in the individual product Sections or as indicated on the Drawings.

1.07 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Remove the debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Collect and remove the waste materials, debris, and rubbish from the site periodically or weekly and dispose of off-site.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.08 FINAL CLEANING

- A. Execute final cleaning of areas affected by the Work prior to the final project assessment.
- B. Clean or replace filters of operating equipment as directed by the Architect.
- C. Clean the debris from roofs, gutters, downspouts, and drainage systems.
- D. Clean the site; sweep the paved areas, rake clean the landscaped surfaces.
- E. Remove the waste and surplus materials, rubbish, and the construction facilities from the site.
- F. Perform the following requirements for Post-construction cleaning:
 - 1. Clean walls, including removing all dust, dirt, scuff marks, and smudges
 - 2. Dust ceilings, light fixtures, and ceiling fans
 - 3. Clean all trim, including baseboards, door frames and window frames
 - 4. Clean the faces, sides, and tops of doors, casework, counters, shelving, and appliances.
 - 5. Clean floors: thoroughly wash resilient flooring and vacuum & steam clean all carpet.
 - 6. Clean ducts, vents, and baseboard heating.
 - 7. Clean interior and exterior of windows, including tracks and frames. Clean the interior and exterior glass surfaces exposed to view; remove temporary labels/stickers, stains and foreign substances. Remove any glue residue.
 - 8. Clean the restroom equipment, ceramic tile flooring, walls & associated grout and fixtures to a sanitary condition using cleaning materials appropriate to the surface and material being cleaned.
 - 9. NOTE: All areas affected within a building are to be cleaned by the Contractor back to the pre-construction or pre-renovation condition satisfactory to the approval of the Architect and Owner.

1.09 STARTING AND ADJUSTING OF SYSTEMS

- A. Coordinate the schedule for the starting and adjusting of various equipment and systems.

- B. Notify the Architect and the Owner seven days prior to the starting and adjusting of each item.
- C. Verify that each piece of equipment or system has been checked for the proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that the tests, meter readings and the 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 the starting and adjusting under the supervision of the responsible Contractor's personnel or manufacturer's representative, in accordance with the manufacturer's instructions.
- G. Adjust the operating Products and equipment to ensure smooth and unhindered operation.
- H. When specified in the individual specifications Section, require the manufacturer to provide the authorized representative to be present at the site to inspect, check, and approve the equipment or system installation prior to starting, and to supervise the placing of equipment or system in operation.
- I. Submit a written report in accordance with Section 01400 that the equipment or system has been properly installed and is functioning correctly.

1.10 DEMONSTRATION AND INSTRUCTIONS

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

1.11 PROTECTING INSTALLED CONSTRUCTION

- A. Protect the installed Work and provide special protection where specified in the individual specification sections.
- B. Provide temporary and removable protection for the installed products. Control activity in the immediate work area to prevent damage.

- C. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Repair or replace the installed Work damaged by construction operations, as directed by the Architect.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01 74 19

WASTE MATERIALS MANAGEMENT AND RECYCLING

PART 1 GENERAL

1.1 RELATED DOCUMENTS:

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

1.2 WASTE MANAGEMENT GOALS FOR THE PROJECT

- A. The Owner has established that this Project shall generate the least amount of waste possible and that processes shall be employed that ensure the generation of as little waste as feasible including prevention of damage due to mishandling, improper storage, contamination, inadequate protection or other factors as well as minimizing overall packaging and poor quantity estimating.
- B. Of the inevitable waste that is generated, the waste materials designated in this specification shall be salvaged for reuse or recycling. Waste disposal in landfills or incinerators shall be minimized. On new construction projects this means careful recycling of job site waste, on demolition projects this also means careful removal for salvage.
- C. The Contractor is to follow the NE-CHPS Materials Prerequisite 3: Site Waste Management requirements to recycle, reuse and/or salvage at least 50% (by weight) of all non-hazardous construction and demolition waste, not including land clearing and associated debris.

1.3 SUMMARY:

- A. This Section includes required salvage and recycling of the following waste materials and applies to all such listed waste materials produced during the course of this Contract:
 - 1. Land Clearing Debris: Solid waste generated solely from land clearing operations, such as stumps and trees.
 - a. See Division 2 "Site Clearing" section for requirements for salvage and processing of designated materials to produce mulch for use in landscape construction for this project. Material required for production of landscape mulch is not classified as "land clearing debris."
 - 2. Concrete, Masonry, and Other Inert Fill Material: Concrete, brick, rock, clean soil not intended for other on-site use, broken up asphalt pavement containing no ABC stone, clay, concrete, or other contaminants, and other inert material.
 - 3. Metals: Metal scrap including iron, steel, copper, brass, and aluminum.
 - 4. Untreated Wood: Unpainted, untreated dimensional lumber, plywood, oriented strand board, masonite, particleboard, and wood shipping pallets.
 - 5. Gypsum Wallboard Scrap: Excess drywall construction materials including cuttings, other scrap, and excess materials.
 - 6. Cardboard: Clean, corrugated cardboard such as used for packaging, etc.
 - 7. Paper: Discarded office refuse such as unwanted files, correspondence, etc.
 - 8. Plastic Buckets: Containers for various liquid and semi-solid or viscous construction materials and compounds.
 - 9. Beverage Containers: Aluminum, glass, and plastic containers.

10. Other Mixed Construction and Demolition Waste: Solid waste resulting solely from construction, remodeling, repair, or demolition operations on pavement, buildings, or other structures exclusive of waste materials listed herewith.
 11. Materials to be salvaged if possible:
 - a. Dimensioned Lumber and Heavy Timbers.
 - b. Structural Steel.
 - c. Insulation.
 - d. Brick and block.
 - e. Electric Equipment and Light Fixtures.
 - f. Plumbing fixtures and brass.
- B. Non-Recyclable Waste: Collect and segregate non-recyclable waste for delivery to a permitted landfill site.
1. Mixed Solid Waste: Solid waste usually collected as a municipal service, exclusive of waste materials listed above.

1.4 HAZARDOUS MATERIAL SUSPICION

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

1.5 DEFINITIONS:

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

1.6 SUBMITTALS:

- A. **NOTE:** The Owner is applying for reimbursement from the state through conformance with the program Northeast Collaborative for High Performance Schools (NE-CHPS) thus the following items are required to be submitted by the General Contractor to the Architect.
- B. Construction Waste Management Plan: Before start of construction, submit for the approval of the Architect a construction waste management plan indicating how Contractor proposes to collect, segregate, and dispose of all construction wastes and debris produced by the work of this Contract. Show compliance with regulations specified under "Quality Assurance" article below. Include a list of recycling facilities to which indicated recyclable materials will be distributed for disposal. Identify materials that are not recyclable or otherwise conservable that must be disposed of in a landfill or other means acceptable under governing State and local regulations. List permitted landfills and/or other disposal means to be employed. Indicate any instances where compliance with requirements of this specification does not appear to be possible and request resolution from the Architect.

- C. Delivery Receipts: Provide to the Construction Quality Manager delivery receipts for waste materials salvaged and sent to permitted waste materials processors or recyclers within 48 hours of delivery that indicate the location and name of firm accepting recyclable waste materials, types of materials, net weights of each type, date of delivery and value of materials. Hazardous weights are not to be included.
- D. Application for Payments: The Contractor shall submit with each Application for Payment a summary of waste materials, recycled, salvaged and disposed of using a form generated by the Contractor and approved by the Architect. Failure to submit this information shall render the Application for Payment incomplete and shall delay Payment. The Summary shall contain the following information: For each material salvaged and recycled from the Project, include the amount (in cubic yards or tons or in the case of salvaged items state quantities by number, type and size of items) and the destination (i.e. recycling facility, used building materials yard). For each material land filled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator or transfer station.

1.7 QUALITY ASSURANCE:

- A. Regulatory Requirements: Comply with all applicable requirements of the federal, state or local authorities concerning Management of Construction, Demolition, Land Clearing, Inert, and Yard Trash Debris
- B. Disposal Sites, Recyclers, and Waste Materials Processors: Use only facilities properly permitted by the State and by local authorities where applicable.
- C. Pre-Construction Waste Management Conference: Prior to beginning work at the site, schedule and conduct a conference to review the Construction Waste Management Plan and discuss procedures, schedules and specific requirements for waste materials recycling and disposal. Discuss coordination and interface between the Contractor and other construction activities. Identify and resolve problems with compliance with requirements.
 - 1. Attendees: The Contractor and related Contractor personnel associated with the work of this section, including personnel to be in charge of the waste management program; Owner, and the Architect.
 - 2. Plan Revision: Make any revisions to the Construction Waste Management Plan agreed upon during the meeting and incorporate resolutions agreed to be made subsequent to the meeting. Submit the revised plan to the Architect for approval.
- D. Implementation: Designate an on-site party responsible for instructing workers and implementing the Construction Waste Management Plan. Distribute copies of the Construction Waste Management Plan to the job site foreman and each subcontractor. Include waste management and recycling in worker orientation. Provide on-site instruction on appropriate separation, handling, recycling, and salvaging methods to be used by all parties at the appropriate stages of the work at the site. Include waste management and recycling discussion in pre-fabrication meetings with subcontractors and fabricators. Also include discussion of waste management and recycling in regular job meetings and job safety meetings conducted during the course of work at the site.

1.8 STORAGE AND HANDLING:

- A. Site Storage: Remove all indicated recyclable materials from the work location to approved containers daily. Failure to remove waste materials will be considered cause for withholding payment and termination of Contract.
- B. Position covered containers for recyclable waste materials at a designated location on the Project Site. Select a location for the recyclable materials containers separated from that of general waste and rubbish containers. Provide separate collection containers for a minimum of the following materials:
 - 1. Untreated lumber.
 - 2. Paper, paper products, and cardboard.
 - 3. Plastics.
 - 4. Metals.
 - 5. Glass.
 - 6. Other salvageable materials.
- C. Change out loaded containers for empty ones as demand requires, but not less than weekly.
- D. Handling: Deposit all indicated recyclable materials in the containers in a clean (no mud, adhesives, solvents, petroleum contamination), debris-free condition. Do not deposit contaminated materials into the containers until such time as such materials have been cleaned.
- E. If the contamination chemically combines with the material so that it can not be cleaned, do not deposit into the recycle containers. Comply disposal with all legal and regulatory requirements.

1.9 PROJECT/SITE CONDITIONS:

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

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 WASTE MANAGEMENT:

- A. General: Implement waste management procedures in accordance with approved construction waste management plan. Maintain procedure throughout the life of this Contract.
- B. Source Separation: Separate, store, protect, and handle at the project site all identified recyclable and salvageable waste products to prevent contamination of materials and maximize recyclability and salvageability of materials.

- C. Arrange for the regular collection, transport from the site, and delivery to respective approved recycling centers of indicated recyclable waste materials. Maintain records accessible to the Architect for verification of construction waste materials recycling.
- D. Delivery Receipts: Arrange for timely pickups from the site or deliveries to approved recycling facilities of designated waste materials to keep construction site clear and prevent contamination of recyclable materials. Keep and maintain records of all deliveries to recycling facilities and all pickups of waste materials at the site by others as specified above.

3.2 RECYCLABLE WASTE MATERIALS HANDLING:

- A. General: The following paragraphs supplement handling requirements for various materials identified for classification and recycling listed in Part 1 "Summary" article above.
- B. Paper: Classify and handle waste paper goods as follows:
 - 1. Bond Paper: As generally found in the construction offices and used for specifications, correspondence, copiers, printers and FAX machines. Collect in a separate container at each workstation and deposit loose in the appropriate recycle container daily.
 - 2. Newsprint: Newspapers and tabloid style advertising. Collect in a single location and deposit daily in the appropriate recycle container.
 - 3. Prints (drawings): Set up a single location for collection. Roll together to minimize space. Deposit daily in the appropriate recycle container.
- C. Packaging materials:
 - 1. Cardboard and paperboard cartons and boxes: Knock-down, fold flat and deposit in the appropriate recycle container.
 - 2. Paper packing materials (separators, stiffeners, etc.) shall be placed in the same container.
 - 3. Newsprint, used as packing (shredded or whole), shall be deposited in the recyclable container for newsprint.
 - 4. Plastic (polystyrene peanuts and other shapes) shall be deposited in the recyclable container for plastics.
 - 5. Metal and plastic banding materials shall be deposited in the appropriate container.
- D. Metals: Cut all items to lengths and sizes to fit within the container provided, when necessary. Where there is sufficient quantity of a specific recyclable waste item (for example; salvaged metal roofing or duct work), make special arrangements for items to be bundled, banded or tied, and stack in a designated location for a special pick-up. Coordinate all special arrangements with the Architect.
- E. Plastics: Collect recyclable plastics (polystyrene and others specifically marked for recycling) daily from work areas and deposit in designated containers.
- F. Glass: Remove waste glass products (sheet, bottles, etc.) daily from the work area and deposit in designated containers. Where glass containers are marked for separation by color or type, segregate glass accordingly. Glass containing imbedded wire (typical in some fire rated doors having glazed lights) is not recyclable.
- H. Other Items: Where recyclability classification of any given waste material is unclear, verify with the Architect.

END OF SECTION

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SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Quality assurance.
- C. Maintenance service.
- D. Owner's Manuals
- E. Operations and maintenance manuals.
- F. Materials and finishes manuals.
- G. Equipment and systems manuals
- H. Spare parts and maintenance materials.
- I. Product warranties and product bonds.
- J. Project Record documents.
- K. Project close out inspections – Punch List

1.02 CLOSEOUT PROCEDURES

- A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Architect's review.
- B. Provide submittals to Architect that are required by the governing or other authorities, including the following closeout documents:
 - 1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims, 1994 Edition.
 - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens, 1994 Edition.
 - 3. AIA Document G707 - Consent of Surety to Final payment, 1994 Edition.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. The Owner will occupy all portions of the building as specified in Section 01 10 00.

1.03 QUALITY ASSURANCE

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

1.04 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 maximum 2 inch size, D side three - ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Submit one copy of the completed volumes for review. They will be reviewed and returned with the Architect's comments. Revise the content of the manuals as required prior to final submission.
- F. Submit one set of revised final volumes in final form.
- G. Submit one copy of all the manuals for Operations and Maintenance, Materials and Finishes, and Equipment and Systems in PDF electronic format on a Compact Disc or DVD.

1.06 OPERATIONS AND MAINTENANCE MANUALS

- A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
1. Part 1: Directory, listing the names, addresses, and telephone numbers of the Architect, Contractor, Subcontractors, and major equipment suppliers.
 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. 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. Photocopies of warranties and bonds.
 - e. MSDS for applicable products.

1.07 MATERIALS AND FINISHES MANUALS

- A. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.
- B. 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.
- C. Include Material Safety Data Sheets (MSDS) for all applicable products. These are required to provide both workers and emergency personnel with the proper procedures for handling or working with a particular substance. MSDS's include information such as physical data (melting point, boiling point, flash point etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill/leak procedures.
- 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 engineering data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; by label machine.
- 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 43 00.
- P. Additional Requirements: As specified in the individual product specification Sections.
- Q. Include a listing in the Table of Contents.

1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

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

1.10 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. Submit two copies in D side three ring binders with a durable plastic cover.
- F. Submit prior to the final Application for Payment.
- G. Time of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with the Owner's permission, submit the documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after the Date of Substantial Completion, prior to the final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

1.11 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. Construction 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. Construction Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
 - 1. Measured locations of internal utilities and appurtenances concealed in the construction.
 - 2. Field changes of dimension and detail.
 - 3. Details not on the original contract construction drawings.

- G. Legibly marked Specifications, and legibly marked Record Construction Drawings and Shop Drawings shall constitute the Project Record Documents.

- H. 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.

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

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

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

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

- M. At completion of the Work of the Contract submit to the Architect a summary of waste materials, recycled, salvaged and disposed of as outlined in Section 01 74 19.
The Summary shall contain the following information:
For each material salvaged and recycled from the Project, include the amount (in cubic yards or tons or in the case of salvaged items state quantities by number, type and size of items) and the destination (i.e. recycling facility, used building materials yard). For each material land filled or incinerated from the Project, include the amount (in cubic yards or tons) of material and the identity of the landfill, incinerator or transfer station.

- N. At completion of the Work of the Contract submit to the Architect (as outlined in Section 01 74 19) delivery receipts for waste materials salvaged and sent to permitted waste materials processors or recyclers that indicate the location and name of firm accepting recyclable waste materials, types of materials, net weights of each type, date of delivery and value of materials.
- O. At completion of the Work of the Contract submit to the Architect a table indicating information pertaining to construction materials used on the project that includes the following:
Name of the material
Amount of low emissive VOC
Percentage of pre-consumer recycled content
Percentage of post consumer recycled content
Distance product was manufactured from construction site (Greater or less than 500 miles)
- Also submit written documentation substantiating the information in the form of a manufacturer's cut sheet, material safety data sheet or letter from the manufacturer.

1.12 PROJECT CLOSE OUT INSPECTIONS - PUNCH LIST

- A. When the work has reached such a point of completion that the building or buildings, equipment, apparatus or phase of construction or any part thereof required by the Owner for occupancy or use can be so occupied and used for the purpose intended, the Contractor, prior to notification to the Architect, shall make a preliminary inspection of the Work to insure that all requirements of the Contract have been met and the Work is substantially complete and is acceptable. Upon such notification, the Owner or the Architect and the consulting Engineers shall make detailed inspection of the Work to insure that all requirements of the Contract have been met and the Work is complete and is acceptable.
- B. Within ten (10) calendar days of notification, the Architect and the consulting Engineers will perform the inspection and a copy of the report of the inspection shall be furnished to the Contractor so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective. The Contractor shall complete the items listed within thirty (30) calendar days and notify the Owner and Architect
- C. When the items appearing on the report of inspection have been completed or corrected, the contractor shall so advise the Owner and the Architect. After receipt of this notification, the Owner or the Architect and consulting Engineers shall reinspect and inform the Contractor of any remaining items.
- A copy of the report of the final inspection containing all remaining contract exceptions, omissions and incompletions shall be furnished to the Contractor within seven (7) calendar days of notification.
- D. The Contractor shall within fourteen (14) calendar days complete the items listed on the inspection report and provide notification of completion and all remaining contract exception, omissions and incompletions from the Contractor, the Owner and the Architect and consulting Engineers will reinspect the Work to verify completion of the exception items appearing on the report of final inspection.

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

The Contractor shall compensate the Architect and all consulting Engineers for services performed on Punch List inspections beyond the original inspection and two reinspections of the same area through a credit change order reducing the total contract amount.

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

SECTION 01 81 14

ENVIRONMENTAL IMPACT OF MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to this section.

1.2 WORK INCLUDED:

- A. Objectives: To obtain acceptable Indoor Air Quality (IAQ) for the completed project and minimize the environmental impacts of the construction and operation, the Contractor during the construction phase of this project shall implement the following procedures singly or in combination:
 - 1. Select products that minimize consumption of non-renewable resources, consume reduced amounts of energy and minimize amounts of pollution to produce, and employ recycled and/or recyclable materials. Obtain Architect's approval of all materials listed in Part 2 prior to placing the order with the manufacturer of the material.
 - 2. Maintain a materials log book and verification that materials used have been reviewed for environmental considerations as outlined in this section.
 - 3. Control sources of potential IAQ pollutants by controlled selection of materials and processes used in project construction in order to attain acceptable IAQ as defined in this section.
- B. Products and processes that achieve the above objectives to the extent currently possible and practical have been selected and shown in the Contract Documents. The Contractor is responsible to maintain and support these objectives in developing means and methods for performing the work of this Contract and in proposing product substitutions and/or changes to specified processes.

1.3 RELATED WORK:

- A. Division 1 sections: "Indoor Air Quality Management During Construction", and "Waste Materials Management and Recycling".

1.4 SUBMITTALS:

- A. Submit the following in accordance with Conditions of the Contract and Division 1 specification sections.
 - 1. Submit as part of the Division 1 Project Closeout documents indicating for each material the VOC content, the recycled content, and the Manufacturer's Safety Data Sheet (MSDS).

1.5 QUALITY ASSURANCE:

- A. As part of the Preconstruction Meeting specified in Division 1 discuss the IAQ and environmental impact compliances required by this Contract. The purpose of this agenda item is to develop a mutual understanding of the IAQ and environmental impact program requirements, and coordination of the Contractor's management of the program with the Architect.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. General: The following special IAQ and environmental impact requirements apply to materials specified in their respective technical specification sections of this Project Manual. See Tables 2.1 and 2.2 for definitions of low VOC content and recycled content.

The following list are qualities requested to be attained to the best ability of the Contractor for each of the described materials in the pursuit to achieve a more environmentally compatible building.

- B. Division 05 - Metals:
1. Structural Steel: Framing steel shall maximize the use of recycled steel.
- C. Division 06 - Wood and Plastics: Wood products:
1. Each specified solid and veneer wood species must originate from a sustainably managed forest certified by a Forest Stewardship Council (FSC) accredited certification group such as Smartwood or Scientific Certification Systems (SCS).
 2. Fiberboard used as blocking, millwork, casework substrate, underlay and door cores must be urea-formaldehyde free, and not exceed ANSI A208.1-1993 emission standard of 0.20 ppm of formaldehyde.
 3. Structural fiberboard (OSB, MDF, and particleboard) shall maximize post-consumer waste material.
- D. Division 07 - Thermal and Moisture Protection:
1. Building Insulation:
 - a. Insulation materials manufactured using chlorofluorocarbons (CFCs) shall not be used. (CFCs have been completely phased out of U. S. manufactured insulation products.)
 - b. Extruded polystyrene insulation shall not be manufactured with chlorofluorocarbon (CFC) blowing agent and shall maximize recycled content.
 - c. Fiberglass batt insulation, fiberglass board insulation, and mineral wool insulation shall maximize use of recycled material.
 - d. Mineral wool fire safing insulation shall maximize recycled material.
 2. Joint Sealants:
 - a. Interior sealants shall not contain: mercury, butyl rubber, neoprene, SBR (styrene butadiene rubber), or nitrile.
 - b. Silicone sealants shall be low VOC content.
 - c. Polyurethane sealants containing mercury shall not be used.
 - d. Compressible foam joint fillers, polyester polyurethane foam impregnated with neoprene rubber or acrylic ester styrene copolymer used in this facility shall not be manufactured with CFC blowing agents.
 - e. Sealants formulated with aromatic solvents (organic solvent with a benzene ring in its molecular structure) fibrous talc or asbestos, formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavalent chromium, or their components shall not be used.
- E. Division 09 - Finishes:
1. Paint and Polychromatic Finish Coating:

- a. Do not use water based paints formulated with aromatic hydrocarbons (organic solvent with a benzene ring in its molecular structure), formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI and their oxides. Water based paints shall be low VOC and shall have a flash point of 61 degrees C or greater.
- b. Where it is necessary to use solvent-based paints, they shall be formulated for low VOC emissions and shall not be formulated with formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI and their oxides, nor formulated with more than 10% aromatic hydrocarbons by weight.
- c. The following shall be low VOC and not be formulated with aromatic hydrocarbons (organic solvent with a benzene ring in its molecular structure) formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI and their oxides.
High performance water based acrylic coatings.
Pigmented acrylic sealers.
Catalyzed epoxy coatings.
High performance silicone grafted epoxy coatings.

Table 2.1 Definition of Low VOC Content Levels

<u>Material or Product</u>	<u>Low VOC Content Level</u>
Form Release Agents	350 g/L VOC content
Water based Joint Sealants	50 g/L VOC content
Non-water based Joint Sealants	350 g/L VOC content
Water-based Paint & Polychromatic finish coatings	150 g/L VOC content
Solvent -based Paint	380 g/L VOC content
High Performance Water-Based Acrylic coatings	250 g/L VOC content
Pigmented Acrylic Sealers	250 g/L VOC content
Catalyzed Epoxy coatings	250 g/L VOC content
High Performance Silicone	250 g/L VOC content
Liquid membrane-forming curing & sealing compound	350 g/L VOC content

Table 2.2 Required Minimum Recycled Content of Materials

<u>Material or Product</u>	<u>Recommended Recycle Content</u>
Reinforcing Steel in Concrete	60% recycled scrap steel 1
Framing steel	30% recycled steel 1
Fiberglass batt insulation	20% recycled glass cullet2
Fiberglass board insulation	20% recycled glass cullet2
Mineral wool insulation	75% recycled material (slag)2
Steel studs, runners, and channels	60% recycled steel 1
Hydromulch	100% recovered materials2
Structural fiberboard	80-100% recycled content2

Notes for Table 2.2:

1. 60% represents the average recycled content for the U. S. steel industry. Use of U. S. manufactured steel will meet this requirement.
2. As per EPA Comprehensive Guideline for Procurement of Products Containing Recovered Materials (60 FR 21370, effective May 1, 1996).

PART 3 - EXECUTION

3.1 GENERAL:

- A. Submit to the Architect for review and approval product data such as MSDS and environmental impact data prior to ordering project materials.
- B. Prepare and maintain a Materials Log, providing information on content of materials, where specific materials are to be used, MSDS, and environmental specifications of the material. Maintain the log book weekly as materials are ordered.

3.2 FIELD QUALITY CONTROL:

- A. The Owner reserves the right to take samples and perform, at random, tests of approved materials delivered to the job site to verify compliance of actual materials with specifications.

END OF SECTION

SECTION 01 81 22

**INDOOR AIR QUALITY MANAGEMENT
DURING CONSTRUCTION**

PART 1- GENERAL

1.01 SUMMARY

- A. IAQ Management during Construction
 - 1. Develop and implement an Indoor Air Quality (IAQ) Management Plan for the construction and pre-occupancy phases of the building as follows:
 - a. During construction meet or exceed the recommended Control Measures of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guideline for Occupied Buildings under Construction, latest edition, Chapter 3.
 - b. Protect stored on-site or installed absorptive materials from moisture damage.
 - c. Replace all filtration media immediately prior to occupancy with MERV 8 filters or higher.

1.02 OVERVIEW

- A. The intent of this IAQ Plan is to:
 - 1. Minimize exposure of construction workers to air pollutants;
 - 2. Prevent air pollutants from collecting in building systems and on building materials; and
 - 3. Prevent air pollutants caused by construction from migrating into occupied spaces.
- B. For the purposes of this plan, air pollutants are defined as: Particulates, Volatile organic compounds, Formaldehyde, Combustion emissions, Airborne bacteria and micro-organisms and Airborne inorganic compounds, such as ozone (from electric motors), metal fumes (from smoldering and welding), and ammonia and chlorine (from cleaning products).

PART 2- PRODUCTS

Not used

PART 3-EXECUTION

3.01 HVAC EQUIPMENT AND DUCT WORK

- A. HVAC equipment and ductwork will be protected from dust and other pollutants via the following procedures:
 - 1. Sealing Ductwork and Air Handling Equipment
 - a. Openings into installed or existing ductwork and air-handling equipment not in active use will be sealed using taped plastic, taped cardboard, or other reasonably air-tight coverings. Sealing will occur prior to, or immediately upon installation of the new ductwork or equipment. Regular walk-throughs will be conducted by the Contractor to check for damaged or displaced coverings. Repair or replacement of damaged or displaced coverings will occur immediately upon discovery, at the direction of the Contractor.
 - b. Construction work that generates air pollution will be avoided where ductwork or

- air handling equipment is being installed. If visible air pollutants are present in a space where ductwork is to be installed, spot cleaning or other measures will be used to prevent ductwork or equipment contamination.
2. Use of Mechanical Systems during Construction
 - a. Exhaust and makeup air supply systems:
When a system is operated during construction, its filters will be replaced upon completion of construction with MERV 13 filters.
 - b. Air handling systems will be subject to these provisions when operated during construction:
 1. The AHU will be protected with a temporary filter having a minimum rating of MERV 8, per ASHRAE 52.2.
 2. Distribution elements needing filters, including all return air ductwork, will be protected with temporary filters having a minimum rating of MERV 8 per ASHRAE 52.2 unless otherwise noted below.
 - c. All components of the distribution on the return side will be protected, including but not limited to:
 1. The portion of the air handler upstream of the central fan;
 2. Return vents, ducts and shafts;
 3. VAV box intakes; and
 4. Transfer ducts.
 - d. Components of the distribution system on the supply side will typically not need protection except if portions of the supply system become contaminated, coarse filters will be applied to completely cover supply outlets, to prevent the distribution of particulates into building spaces.
 3. Filter Replacement and Tracking
 - a. MERV 8 filters used for ductwork protection will be replaced on an as-needed basis, as determined by the Contractor.
 - b. Upon completion, the MERV 8 filters used for ductwork protection will be discarded. New filters will be installed at all air handlers.

3.02 TEMPORARY LOCAL EXHAUST

- A. Where available, operable vents and windows will be opened to ventilate the building during application of interior finishes when weather conditions are suitable. Spaces with fixed glazing or no windows will be ventilated by localized temporary exhaust, as described below, or by using building mechanical systems (described above).
 1. Local temporary exhaust will be accomplished using fans, duct extensions, and filters.
 2. Local temporary exhaust will not discharge near air intakes or other openings that lead into the building.

3.03 COVERING OR SEALING SOURCES OF POLLUTION

- A. The following are rules that apply to materials that emit air pollution or odors:
 1. Containers containing wet materials will be covered whenever they are not in active use.
 2. Waste materials will be covered or sealed and regularly removed from the building.
 3. Absorptive materials or materials with an odor will be covered while moved through the building.
 4. Whenever possible, material containers will be disposed of with the covers on.
 5. Materials that require a surface coating to control pollutants or odors will be coated promptly.

3.04 CONTROLLING POLLUTION AT ENTRANCES

- A. Measures will be taken to prevent pollutants from being tracked into interior spaces by workers or equipment. These will include temporary walk-off mats and floor protection.

3.05 PROTECTION OF STORED MATERIALS

- A. Measures will be taken to minimize dust accumulation on material surfaces and the absorption of other pollutants by absorbent materials. The measures will include the following:
 1. Materials will be handled and stored according to the manufacturer's recommendations.
 2. Unwrapped absorbent materials will be shrink-wrapped if necessary.
 3. Highly absorbent materials like duct liner, acoustic tile, carpeting, or insulation will be stored indoors in the original packaging, or covered and sealed.
 4. Moderately porous materials like gypsum board will be stored indoors, wrapped or away from dust and materials prone to off-gas VOC's.
 5. Framing lumber will be stored indoors whenever possible. If stored outdoors, the lumber will be covered with a water proof covering, stored off the ground, and located away from standing water.
 6. Dense material like glass, metal framing, ductwork and equipment will be covered and kept dry.
 7. If condensation forms on cold material, care will be taken not to expose it to dust or other particles. If exposed to pollution, housekeeping measures will be used promptly to clean the material before installation.

3.06 PREVENTING CONTAMINATION OF COMPLETED AREAS FROM WORK UNDER CONSTRUCTION

- A. When work is completed in an area, the area will be protected from pollutants generated in other parts of the building still under construction. One or more of the following methods of pathway interruption will be used:
 1. Erecting barriers between completed areas and areas still under construction
 2. Where present, doors and windows will be closed and locked between completed portions of the building and portions of the building still under construction.

3.07 HOUSEKEEPING

- A. The following housekeeping measures will be employed throughout construction:
 1. A regular housekeeping schedule will be instituted. Cleaning measures and frequency will be selected according to the pollutants generated in a space.
 2. Low-odor cleaning agents will be used.
 3. Spills of water or solvent will be cleaned up immediately.
 4. Attention will be given to cleaning hidden or hard-to-reach surfaces, such as wall cavities, tops of door, ledges, and behind water closets.

3.08 SCHEDULING

- A. Construction activities shall be scheduled such that construction and occupancy do not overlap in time. Provide adequate time for carpet, paint and other finishes time to off-gas prior to occupancy.

3.09 BUILDING FLUSH OUT AFTER CONSTRUCTION AND PRIOR TO OCCUPANCY

- A. After construction ends and interior finishes are installed at the end of each Construction Phase, flush-out the air in the building to reduce contaminant concentrations by supplying a total outdoor air volume of 14,000 cubic feet per square foot (ft³/ft²) of occupiable building area. An internal temperature of not less than 60°F and relative humidity not higher than 60 percent shall be maintained during the flush-out process.
The length of time of the flush-out should be for a continuous 24 hours for seven days.

END OF SECTION

SECTION 01 81 30

NE-CHPS DESIGN REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract and other Division 01 Specification Sections apply to this Section.

1.2 SUMMARY

- A. This Section includes special project administrative and procedure requirements related to the State of Rhode Island program for energy conservation and efficiency, indoor air quality, and natural resource efficiency which are in compliance with the Northeast High Performance Green Schools Guidelines: Criteria, (referred to herein as "CHPS, or NECHPS"). The Owner has established minimum CHPS credit points to achieve which will provide the Owner with a reimbursement funding grant necessary for completion of this Project. The General Contractor and subcontractors shall, as part of the Contract with the Owner, comply with requirements of CHPS in the performance of the Work. The General Contractor, at a minimum, shall implement the following:
1. The General Contractor shall designate a "Contractor's CHPS Representative" who will assist the Owner and Architect with fulfilling documentation and submittals which are required by CHPS.
 2. Provide products that minimize consumption of non-renewable resources, consume reduced amounts of energy and minimize amounts of pollution to produce and employ recycled and/or recyclable materials.
 3. Provide verification that materials used have been reviewed for environmental considerations as specified.
 4. Maintain a materials log.
 5. Conduct special meetings.
 6. Provide building commissioning plan in conjunction with General Commissioning Specification.
 7. Control environmental air quality pollutants by controlled selection of materials and processes used in project construction in order to attain acceptable indoor air quality as specified.
- B. Contractor shall follow specified compliance requirements in conjunction with environmental quality requirements specified in other individual specification sections. Notify Owner and Architect if conflicts arise between performance of the work and environmental goals. This specification is not intended to limit alternative means of achieving these goals. Suggestions and input from the General Contractor and subcontractors

for implementing these goals are encouraged.

1.3 RELATED SECTIONS

- A. Section 01 60 00 - SUBSTITUTION PROCEDURES.
- B. Section 01 31 00 - PROJECT COORDINATION:
 - 1. Preconstruction, progress and special project meeting requirements regarding CHPS Certification.
- C. Section 01 33 00 - SUBMITTAL PROCEDURES:
 - 1. CHPS Certification Report
 - 2. Environmental product certifications.
- D. Section 01 60 00 - PRODUCT REQUIREMENTS.
- E. Section 01 74 19 - WASTE MATERIALS MANAGEMENT AND RECYCLING.
- F. Section 01 78 00 - CLOSEOUT SUBMITTALS.
- G. Individual Specification Sections: Submittal, performance and material requirements related to CHPS criteria submissions.

1.4 DEFINITIONS

- A. The term "CHPS" as used herein and throughout the Project Manual refers to the Northeast High Performance Green Schools Guidelines: Criteria, Version 4.0.
- B. Regionally Manufactured Materials: Materials that are manufactured within a radius of 500 miles from the project location. Manufacturing refers to the final assembly of components into the building product that is installed at the project site.
- C. Regionally Extracted, Harvested, or Recovered Materials: Materials that are extracted, harvested, or recovered and manufactured within a radius of 500 miles from the project site.
- D. Recycled Content: The percentage of weight of constituents that have been recovered or otherwise diverted from the solid waste stream, either during the manufacturing process (preconsumer), or after consumer use (post-consumer).
 - 1. Spills and scraps from the original manufacturing process that are combined with other constituents after a minimal amount of reprocessing for use in further production or the same product are not recycled materials.
 - 2. Discarded materials from one manufacturing process that are used as constituents in another manufacturing process are pre-consumer recycled materials.

1.5 CONTRACTOR'S CHPS REPRESENTATIVE

- A. The General Contractor shall designate a CHPS Representative, acceptable to the Owner, experienced in construction management and waste-recycling documentation. The Contractor's CHPS Representative is responsible for implementation, coordination, and documentation of specified CHPS Credit Requirements.

- B. The Contractor's CHPS Representative is responsible for overseeing the Owner's environmental goals for this project during construction.
- C. The Contractor's CHPS Representative shall attend all Environmental Quality Review Meetings, Project Progress Meetings (at least monthly), Pre-installation Meetings, and Special Meetings regarding environmental issues throughout the term of construction.
- D. Prior to the start of on-site Work, the Contractor's CHPS Representative shall distribute copies of the CHPS certification requirements and credit goals to the Construction Project Team (Project Manager and Project Superintendent), and each applicator, installer, and supplier involved with the Project.
 - 1. Copies of the distribution list shall be furnished to the Owner's Project Representative and the Architect. Update distribution list as additional applicators, installers, and suppliers are contracted, re-issue as distribution list is revised.

1.6 CHPS CERTIFICATION PLAN

- A. Submit to Architect a written plan for achieving the specified CHPS Credit Certification requirements within 14 calendar days of Notice to Proceed. Plan shall include a written narrative describing proposed procedures to be implemented.
- B. Contractor shall submit to Architect two copies of a CHPS Certification Progress Report each month throughout the work. Include a written narrative describing progress to date.

1.7 GENERAL CHPS CREDIT REQUIREMENTS

- A. Contractor shall submit CHPS certification documentation demonstrating compliance with the corresponding CHPS Credit Requirements. Submit CHPS documentation under provisions of Section 01 33 00 - SUBMITTAL PROCEDURES.
 - 1. The following is an overview schedule of Credit Requirements for which the Contractors shall contribute to CHPS certification. The schedule is provided as a guide and does not supersede CHPS Certification requirements specified in individual Specification Sections.
 - 2. Submission of CHPS documentation is separate and additional to, progress schedules, product literature submittals, samples, mock-ups, commissioning and all other project related submittals required under other Division One Specification Sections and individual Specification Sections.
- B. The CHPS Credit Requirements for CHPS compliance are in addition to environmental quality requirements specified elsewhere in the Specifications.

1.8 SUBMITTAL SCHEDULE FOR CHPS CREDIT REQUIREMENTS

- A. General: Owner's goal CHPS prerequisites and credit points. Requirements are specified in individual Specification Sections.

PART 2 - PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION

SECTION 02 41 19

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SECTION INCLUDES

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

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with all applicable local and state Codes.
- B. NOTE: The Owner has determined there is asbestos containing material to be encountered in the Work of this Project. See Section 02 82 13 for additional information.

1.04 SEQUENCING

- A. Coordinate with the occupancy of the owner under provisions of Section 01 10 00.
- B. Avoid interference with the use of and passage to and from adjacent buildings and facilities.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 PREPARATION

- A. Inspection
 - 1. The contractor shall inspect the entire site, premises and all objects designated to be removed and those to be preserved.
 - 2. Locate all existing utility lines and determine the requirements for their protection or abandonment.
- B. Notification
 - 1. Notify the owner at least two full working days prior to commencing the work of this section.

C. Verification

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

D. Protection

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

3.02 CLEANING

- A. Clean work under provisions of Section 01 70 00.
- B. Remove all debris and trash from the site on a daily basis and dispose of in accordance with all local and state Codes.
- C. All removed items scheduled to be retained shall be given to the owner for their use.
- D. Burning at the site will not be permitted.

3.03 SCHEDULE

A. Finishes

1. Remove all finishes as indicated on the drawings and as required by new construction. Repair or replace substrate damaged by removals.

B. Doors, Frames and Louvers

1. Remove doors, sub frame materials, and other related items indicated on the plans or as required by new construction.
2. Remove louvers, grills, and vents, including anchors and sub frame materials where indicated or as required by new construction.
3. Modify existing openings for new construction as indicated on plans.
4. Provide new lintels as required by new construction.

C. Masonry

1. Assume all masonry is reinforced.
2. Remove all masonry as indicated on the drawings and as required by new construction

3. All new openings in existing walls will be saw cut.
4. Saw cut masonry walls as required to install new flashing as indicated on the drawings.
5. Remove reinforcing flush with surfaces scheduled to remain.
6. Remove steel lintels within walls to be demolished.
7. Provide core boring through masonry walls as required to install new utilities.
8. Remove all appurtenances, equipment and fixtures from masonry partitions to be demolished.

D. Concrete

1. Assume all concrete is reinforced.
2. Use a saw cut on all concrete to be removed that butts concrete to remain
3. Always remove concrete in small sections
4. Provide core boring through concrete floors and roofs as required to install new utilities.
5. Remove all concrete slabs, walls or foundations as indicated on the drawings.

E. Mechanical, Electrical and Plumbing.

1. Refer to the mechanical, electrical, and plumbing drawings and specifications for equipment removal requirements.
2. Provide cutting of holes in floors, partitions or ceilings for all new mechanical, electrical, and plumbing as required.
3. Remove all mechanical, electrical, and plumbing equipment and fixtures from partitions to be demolished.
4. Remove all existing fixtures and equipment in areas scheduled to receive new fixtures and equipment unless instructed otherwise.
Patch and repair all substrate and finishes damaged by removal of items as required to match existing or to prepare for a new finish as scheduled. Dispose of all removed fixtures and equipment unless noted otherwise.

END OF SECTION

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SECTION 02 82 13

ASBESTOS ABATEMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES:

- A. Abatement procedures.

1.2 ABATEMENT PROCEDURES.

- A. The Owner has determined there are asbestos-containing materials to be encountered in the Work of this project.
- B. The contractor's authorization to contract for abatement work is enabled by prepared abatement plans.
The plan will be submitted by the Owner for approval by the Rhode Island Department of Health for the performance of the Work described in the plan.
The submitted plan is included following this specification section.
- C. Obtain the services of a State of Rhode Island Certified Abatement Contractor to remove and dispose of the asbestos-containing materials and asbestos contaminated items in accordance with the approved abatement plans and with the requirements of the Rhode Island Department of Health, Healthy Environment Team, Asbestos Program.
- D. Retain abatement invoices for submittal with required close out record documents.
Invoices must be accompanied by complete shipping documents showing final disposal location.

1.3 SUMMARY OF THE WORK:

- A. The following is a Summary of the Work, at a minimum, to be performed:
- B. Asbestos-Containing Materials:
 - 1. All Asbestos Abatement work under this Section shall be performed by an Asbestos Abatement Contractor holding a current Rhode Island Department of Health (RIDOH) Asbestos Abatement Contractor's License. The Abatement Contractor shall furnish all labor, worker training, materials, equipment and services for the complete and proper removal and disposal of asbestos- containing materials as specified herein.
- C. Removal and disposal of specified asbestos-containing materials (ACM) from select building areas. This shall include all identified ACM and various associated work as described on the drawings and in the project manual.

1.4 ESTIMATES

- A. The abatement plans provide estimated quantities of asbestos-containing materials to be removed. This data is provided for informational purposes only, and is based on the best

information available at the time of specification preparation. Nothing in the abatement plans may be interpreted as limiting the scope of work otherwise required by this contract and related documents.

- B. The quantities and locations of ACM/non-ACM and the extent of work included in the abatement plans are only best estimates which are limited by the physical constraints imposed by the facilities. Bidders shall not use these estimates as the only basis for their bid. The Bidders are responsible to review and confirm all quantities and field conditions, prior to submission of bids. Neither the Consultant, nor Owner will be responsible for errors and/or charges for extra work arising from any bidder's failure to become familiar with existing conditions of the site, requirements of the work and the results to be produced. By submitting a bid, the bidder further agrees that the descriptions contained herein are adequate and that the bidder will produce the desired results (i.e. remove ACM/non-ACM in the indicated areas). No claims for extra payment due to incorrect quantities will be considered. By submitting a bid, a bidder agrees and warrants that they are familiar with and will perform all the work required, including all items indicated herein.

1.5 COORDINATION AND PHASING OF WORK

- A. Owner and General Contractor shall coordinate all work in this Section with all other work of this Project. Where additional regulatory requirements apply to the work in this Section, the Abatement Contractor shall ensure compliance with all requirements.
- B. Abatement Contractor's work schedule must be coordinated with, and acceptable to the Owner and General Contractor. Abatement Contractor shall work continuously and diligently in the work area on the days and during the hours indicated on their work schedule.
- C. Abatement Contractor shall cooperate fully with other Contractors at the facilities.

PART 2 – PERFORMANCE STANDARDS

2.1 WORKER TRAINING

- A. All workers who work on this project shall be provided training, at a minimum, on the following topics:
- B. The health hazards of asbestos including the nature of asbestos related diseases, routes of exposure, known dose-response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for and health basis for standards.
- C. Personal protective equipment including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use maintenance and storage of respirators, field testing the face piece-to-face seal (positive and negative pressure fitting tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g. facial hair), selection and use of disposable clothing, use and handling of launderable clothing, non-skid shoes, gloves, eye protection, and hard hats.

- D. Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring and employee access to records.
- E. Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples and current standards with recommended changes.
- F. Work practices for asbestos abatement including purpose, proper construction and maintenance of air-tight plastic barriers, job set-up of airlocks, worker decontamination systems and waste transfer airlocks, posting of warning signs, engineering controls, electrical and ventilation system lockout, proper working techniques, waste clean-up, storage and disposal.
- G. Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, and smoking in the work area.
- H. Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulants, material from Owner's operation), fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise.
- I. Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.

2.2 SITE SUPERVISOR QUALIFICATIONS

- A. The Abatement Contractor shall provide one site supervisor, whose responsibilities include coordination, safety, security and execution of all phases of the asbestos removal project. The Site Supervisor will not be used as an asbestos removal worker, and will be assigned full time to the project. The Site Supervisor shall be fully qualified in all aspects of asbestos abatement practices and procedures, and have a one-week asbestos training course within the previous year prior to the commencement of asbestos related work. This asbestos training course will cover all topics listed above as well as training in contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, record-keeping programs, as well as any other topics requested by the General Contractor and Owner.

2.3 CPR/FIRST AID TRAINING

- A. At least one person should be on site at all times who is certified in CPR and Emergency First Aid by an appropriate authority.

2.4 REGULATORY SUBMITTALS

- A. The Abatement Contractor shall notify the following agencies in appropriate manner and place of impending work, and shall provide evidence of notifications at the pre-construction conference:
1. U.S. Environmental Protection Agency
J. F. Kennedy Federal Building
Boston, Massachusetts 02203
(10 working days in advance)
 2. Rhode Island Department of Health
Healthy Environment Team, Asbestos Program
Cannon Building, Room 206
Three Capitol Hill
Providence, Rhode Island 02908-5097
(10 working days in advance)
 3. City of Warwick Fire Department, Inspectional Services Department, and other state or city agencies as required by law or ordinance.

2.5 PERMITS

- A. The Abatement Contractor shall be responsible for securing all necessary permits for asbestos related work, including hauling, removal, and disposal, fire, and materials usage, or any other permits required to perform the specified work.

2.6 SAFETY CONSIDERATIONS

- A. This project is subject to compliance with Public Law 91-596, "Occupational Safety and Health Act of 1970" (OSHA), with respect to all Rules and Regulations pertaining to construction, including Volume 36, Numbers 75 and 105, of the Federal Register, as amended, and as published by the U.S. Department of Labor.
- B. In addition to any detailed requirements of the Specifications, the Abatement Contractor shall at their own cost and expense comply with all laws, ordinances, rules and regulations of Federal, State, Regional and Local Authorities regarding handling and storing of asbestos waste material.
- C. All staging and scaffolding shall be furnished and erected by the Abatement Contractor in accordance with all applicable requirements, and be maintained in safe condition by the Abatement Contractor at no additional cost to the Owner.
- D. The Abatement Contractor is responsible for using safe procedures to avoid electrical hazards. When a hazard exists, work will be stopped and power will be shut off and checked before work begins again (e.g. water use near electrical boxes.) All electrical panels and exposed wires within the work site shall be de-energized prior to the commencement of any wetting or removal operations. All extension cords and power

tools used within the work area shall be attached to Ground Fault Circuit Interrupters (G.F.C.I.).

2.7 RESPIRATORS AND PROTECTIVE CLOTHING

- A. Personal protection, in the form of disposable suits, and NIOSH approved respirators, are required for workers, Abatement Contractor supervision, Consultant and visitors at the work site during the set-up, removal, and cleaning operations. Abatement Contractor shall provide all this protective equipment for workers, General Contractor, Consultant, and authorized personnel to access each work area.
- B. Under no circumstances will anyone entering the removal area be allowed to reuse a contaminated uniform.
- C. Work clothes shall consist of disposable full body suits, head covers, gloves, footwear, and eye protection.
- D. The Abatement Contractor shall supply workers and supervisory personnel with NIOSH approved protective respirators and HEPA filters. Appropriate respirator selection shall be determined by the daily personnel samples being taken and strictly follow the guidelines set forth in the OSHA respiratory program 29 CFR 1910.134 and the Rhode Island Department of Health Regulations 216-RICR-50-15-1. The respirators shall be sanitized and maintained according to the manufacturer's specifications. Appropriate respirators shall be selected using the information provided in OSHA Title 29 CFR Part 1910.1926 Final Rules. Disposable respirators shall not be considered acceptable in any circumstance. The Abatement Contractor is solely responsible for means and methods used and for compliance with applicable regulations.
- E. Upon leaving the active work area, prefilters shall be discarded, cartridges removed, and respirators cleaned in disinfectant solution and clean water rinse. Clean respirators shall be stored in plastic bags when not in use. The Abatement Contractor shall inspect respirators daily for broken, missing, or damaged parts.
- F. Abatement Contractor shall provide daily personal sampling to check personal exposure levels for the purpose of establishing respiratory protection needs. The Abatement Contractor is responsible for personal sampling as outlined in OSHA requirements.
- G. Air sampling results shall be available at the job site in written form no more than twenty-four (24) hours after the completion of a sampling cycle. The document shall list each sample's result, sampling time and date, person monitored, flow rate, sample duration, microscope field area, number of fibers per fields counted, cassette size and analysts name and company.

2.8 SECURITY

- A. The General Contractor and Owner will provide specific access as required during the project to the Abatement Contractor and personnel assigned to the project. It will be the Abatement Contractor's responsibility to allow only authorized personnel into the work areas, and to secure all assigned entrances and exits at the end of the work day.

- B. Any person entering or leaving the contained area must sign the Abatement Contractor's bound log book and enter the date and time. The log book must be located immediately outside the entrance to the Decontamination Unit at all times, and be open for inspection by the General Contractor, Owner and Consultant.
- C. Abatement contractor shall be responsible to secure openings where negative air machines are exhausted to prevent unauthorized building access during non-working hours.

2.9 REFERENCES

- A. The following references are cited as applicable publications:

- 29 CFR, Part 1910.1000 – Air Contaminants (Table Z-1)
- 29 CFR 1910:1001 Construction Industry Standard
- 29 CFR 1910.134: Respiratory Protection Standard
- 29 CFR 1910.145: Accident Prevention Standard
- 29 CFR 1910.22: Surfaces
- 29 CFR 1910.27: Ladders
- 29 CFR 1910.28: Scaffolding
- 29 CFR 1910.38: Asbestos Abatement Projects
- 29 CFR 1910.146 Confined Space
 - 1910 Subpart J 1910.146 Confined Space
- 29 CFR, Part 1910.1200 - Hazard Communication
- 29 CFR, Part 1926.20 - General Health and Safety Provisions
- 29 CFR, Part 1926.57 - Ventilation
- 29 CFR, Part 1926.59 - Hazard Communication Program
- 29 CFR, Part 1926.62 - Lead Exposure in Construction
- 29 CFR, Part 1926.95 - Criteria for Personal Protective Equipment
- 29 CFR, Part 1926, Subpart H - Materials Handling, Storage, Use and Disposal
- 29 CFR, Part 1926, Subpart L - Scaffolding
- 29 CFR, Part 1926, Subpart Z - Toxic and Hazardous Substances
- 29 CFR 1926 Subpart M Fall Protection
- 40 CFR, Part 50.6 - National Primary and Secondary Ambient Air Quality Standards for Particulate Matter
- 40 CFR 61 Subparts A, B, & M National Emissions Standard for Hazardous Air Pollutants
- 40 CFR, Part 260 - Hazardous Waste Management System: General
- 40 CFR, Part 261 - Identification and Listing of Hazardous Waste
- 40 CFR, Part 262 - Standards Applicable to Generators of Hazardous Waste
- 40 CFR, Part 263 - Standards Applicable to Transporters of Hazardous Waste
- 40 CFR, Part 264 - Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR, Part 265 - Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
- 40 CFR, Part 268 - Land Disposal Restrictions
- 40 CFR, Part 700 - Toxic Substances Control Act (TSCA)
- 40 CFR Part 763; Asbestos-Containing Materials in Schools; Final Rule and Notice
- 49 CFR, Part 105 - Hazardous Materials Program Definitions and General Procedures
- 49 CFR, Part 171 - General Information, Regulations and Definitions

49 CFR Parts 172 and 173 Transportation Regulations
49 CFR, Part 176 - Specifications for Packaging
49 CFR, Part 177 - Carriage by Public Highway
NIOSH Publication Number 87-106 Respiratory Decision Logic
NIOSH /OSHA Booklet 3142 Lead in Construction
ANSI Z9.2-79 Design and Operation of Local Exhaust Systems
ANSI.Z87
ANSI.Z89.1 Personnel Protective Equipment - Protective Headwear for Industrial
Worker's Requirements (Latest Revision)
ANSI Z88.2-80 Practices for Respiratory Protection
29 CFR 1910.1101 OSHA Asbestos Standard
216-RICR-50-15-1 R.I. Rules and Regulations for Asbestos Control latest revision

- B. All regulations by these and other governing agencies in their most recent version are applicable. These Specifications refer to many requirements found in these references, but in no way intend to cite or reiterate all provisions therein or elsewhere. It is the Abatement Contractor's responsibility to know, understand, and abide by all such regulations and common practices. Other provisions contained in these references may from time to time during the execution of this contract be enforced by the General Contractor, Owner and Consultant at their own discretion.

PART 3 - PROJECT EXECUTION

3.1 APPROVALS AND INSPECTION

- A. All temporary facilities, work procedures, equipment, materials, services, and agreements must strictly adhere to and meet these contract specifications along with EPA, OSHA, NIOSH, regulations and recommendations as well as any other federal, state, and local regulations. Where overlap of these regulations exists, the most stringent one applies. All work performed by the Abatement Contractor is further subject to approval of the General Contractor, Owner and Consultant.

3.2 DAMAGE AND REPAIRS TO THE WORK SITE

- A. Asbestos removal and disposal shall be performed without damage to the building, including, but not limited to, structural members, ceilings, suspended ceiling systems, walls, pipes, duct work, insulation, light fixtures, public address speakers, sprinklers, and heat and smoke sensors. Where asbestos abatement activity causes damage, the Abatement Contractor shall patch, repair, replace or otherwise restore same to its original condition at no additional cost to the Owner.

3.3 EXECUTION OF THE WORK:

- A. The following is a typical sequence of work that the Abatement Contractor shall adhere to during the asbestos abatement projects. Consultant may authorize deviations from this typical sequence based upon the specific conditions encountered during the projects.
1. The abatement contractor shall adhere to the warning sign provisions of OSHA and RIDOH.
 2. Abatement personnel shall utilize proper respiratory and clothing protection, in strict compliance with OSHA 29 CFR 1926.1101 for the duration of the project.

3. Abatement contractor shall install critical barriers in accordance with approved Abatement Plan.
4. Full containment procedures in accordance with approved Abatement Plan shall be required in the abatement areas.
5. Egress and ingress to the work areas shall be through a three (3) chamber decontamination unit, consisting of a dirty room, operating shower and clean room. Decontamination units shall be contiguous to each work area.
6. Continuous, localized negative pressure with intake in the work areas shall be required in accordance with approved Abatement Plan.
7. Safety equipment located on-site shall include a stocked first-aid kit and approved fire extinguisher. Ground Fault Circuit Interrupters (GFCI) shall be utilized on all electrical cords.
8. Removal shall commence upon approval of the containments and decontamination units by the project Industrial Hygienist.
9. Abatement contractor shall remedially clean via HEPA vacuums and wet wiping all surfaces including wall surfaces, floor surfaces, pipe surfaces, polyethylene surfaces, ceiling tile gridwork, free of dust, debris, and residue, as part of the final cleaning procedures, to the satisfaction of the project Industrial Hygienist.
10. Asbestos waste shall be transported and disposed of in accordance with the provisions of the Rhode Island Rules and Regulations for Asbestos Control 40 CFR 763 Appendix D, Subpart E and U.S.D.O.T. 49 CFR 173.1300.
11. Abatement equipment no longer needed inside the containment areas shall be wet wiped and/or HEPA vacuumed upon completion of abatement activities and prior to the post abatement air sampling. Asbestos waste barrels/bags inside the containments shall be removed prior to the visual inspections. Contractor shall spray removed surfaces with lockdown encapsulant after satisfactory visual inspections by contractor's supervisor and project Industrial Hygienist.
12. Contractor shall be responsible for cleaning surfaces free of duct tape and spray glue residue during teardown procedures.
13. Abatement Contractor shall submit project closeout paperwork to the Owner as required not more than thirty (30) days after completion of asbestos removal work.

3.4 FINAL AIR CLEARANCE TESTS

- A. All final air clearance tests will be performed by the Consultant in accordance with Rhode Island Department of Health (RIDOH) regulations at 216-RICR-50-15-1 and other applicable Rulings.
- B. Air will be agitated and air samples taken as required to be in compliance with clearance criteria as described by the Rhode Island Department of Health regulations. If the required levels are not met, cleaning operations shall resume until these levels are achieved. In the event that these air tests do not pass the clearance criteria, any subsequent cleaning and air tests that need to be performed shall be paid for by Abatement Contractor.
- C. If the Abatement Contractor fails to meet the criterion, the Abatement Contractor will be required to re-clean the designated work site and the Consultant shall repeat the final air clearance testing. Cleaning and testing will be repeated until the specified criterion is met. Abatement Contractor shall bear the costs of correcting such rejected Work,

including additional testing and inspections and compensation of Consultant's services and expenses made necessary thereby and any costs, loss or damages to Owner resulting from such defect or failure.

3.5 HOUSEKEEPING

- A. Throughout the work period, the Abatement Contractor shall maintain the building and site in a standard of cleanliness as specified throughout these Specifications.
1. Contaminated disposable clothing, respirator filters, and other debris shall be bagged and sealed at the end of each work day.
 2. All asbestos generated by removal shall be bagged or barreled immediately and not allowed to be left exposed at any time.
 3. Respirators shall be thoroughly cleaned at the end of each work day and stored for the next day's use.
 4. The Abatement Contractor shall retain all stored items in an orderly arrangement allowing maximum access, not impeding traffic, and providing the required protection materials.
 5. The Abatement Contractor shall not allow the accumulation of scrap, debris, waste material, and other items not required for completion of the work.
 6. The Abatement Contractor shall provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.
 7. The Abatement Contractor shall maintain the sites in a neat and orderly condition at all times.

END OF SECTION

SECTION 05 50 00

MISCELLANEOUS METAL WORK

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SECTION INCLUDES

- A. Miscellaneous metal work items as described in this Specification Section.
- B. Section includes, without limitation, providing and installing:
 - 1. Shop applied ferrous metals priming paint for miscellaneous metals.
 - 2. Anchorages, brackets, supports, inserts and backing required for a complete job but not included in other sections.
 - 3. All other ferrous or non-ferrous metal work not specifically given to other Sections and necessary for a complete job, but including:
- C. Items To Be Furnished Only: Furnish the following items for installation by the designated Sections
 - 1. Miscellaneous items
 - a. Miscellaneous steel trim, galvanized at exterior locations.

1.03 RELATED SECTIONS

- A. Section 09 90 10 – Painting

1.04 SUBMITTALS

- A. Submit shop drawings, product data under provisions of Section 01 33 00. Include plans, elevations, sections, details, and attachments to other work. Show anchorage and accessory items.
- B. Submit samples of product as requested by the architect. Submit 8" square samples of each metal shop or factory finish (final surface treatment) required. Prepare samples on metal of same alloy and gauge to be used for the work. Label each sample to identify substrate material and finish. Provide hardware samples.
- C. Manufacturer's Data: Submit manufacturer's specifications, anchor details and installation instructions for any prefabricated products to be used in the work of this section

1.05 REGULATORY REQUIREMENTS

- A. Conform to all federal, state, and local codes.

1.06 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Engineering Calculations: Calculations stamped by a registered professional engineer are required for load bearing fabrications. The Structural Engineer's written approval of such calculations shall be obtained before commencing fabrication

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

1.08 FIELD MEASUREMENTS

- A. Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.01 GENERAL FABRICATION REQUIREMENTS

- A. Welding shall conform to the applicable requirements of the American Welding Society. Welding shall be done in a manner that will prevent permanent buckling and all welds exposed in the finished work shall be ground to an architectural quality smooth appearance approved by the Architect.
- B. Exposed surfaces shall have a smooth finish and sharp, well defined lines. Sections shall be formed to shape and size with sharp lines and angles. Curved work shall be sprung evenly.
- C. Necessary rabbets, lugs and brackets shall be provided so that work can be assembled and anchored in a neat and substantial manner. Holes for bolts and screws shall be drilled. Fastenings shall be concealed where practicable.
- D. Work shall be fabricated and installed in a manner that will provide for expansion and contraction, prevent the shearing of bolts, screws and other fastenings, insure rigidity and provide close fitting of sections. Joints exposed to the weather shall be formed to exclude water.
- E. All galvanized metal shall bear a stamp indicating ASTM number and weight of zinc coating in ounces per square foot.

2.02 MATERIALS

- A. Materials shall conform to the latest edition of the specifications or manufacturer's standards.
 - 1. Steel Shapes ASTM A-36 Bars & Plates
 - 2. Anchor Bolts ASTM A-307 Grade A
 - 3. Structural Bolts ASTM A-325 (unless shown or indicated otherwise)
 - 4. Weld Material E70XX Welding Electrodes For manual shielded metal-arc welding, AWS A5.1 or A5.5, E60 or E70 series

5. Galvanizing ASTM A-123, , or A-153 as applicable; 2.0 ounces zinc per square foot, unless otherwise indicated; provide under its section.
 6. Stainless Steel Type 304L, ASTM A 276
 7. Steel bar gratings ASTM A-569 or A-36
 8. Bitumastic Preservative Mil-P-15230 [Where shown and all embedded steel]
 9. Galvanized Sheet Steel ASTM A-526 or A-526, G-90
 10. Hot-Rolled Carbon Steel Bars (and Bar-Size Shapes): ASTM A-36 or A-529, grade as selected by fabricator.
 11. Brackets, flanges and exposed fastenings: Shall be of the same materials, color and finish as the metal to which they are applied, unless shown or specified otherwise.
 12. Expansion bolts at concrete: Red Head (or equal) wedge anchors.
 13. Expansion bolts at CMU: Hilti (or equal) epoxy/masonry anchors
- B. Hangers and suspension: Where required, provide Uni-strut (or equal) A1000 or assemblies of types recommended by manufacturer for application.
- C. Galvanizing Repair Paint: High zinc dust content paint, ZRC (or equal), having 95% zinc. by weight. Two coats always are required.

2.03 SHOP PAINTING

- A. All surfaces of ferrous metal except galvanized steel shall be given a shop coat of red lead, zinc-chromate paint or other approved rust-inhibitive primer unless otherwise specified. All surfaces which will be inaccessible for painting after erection, except contact surfaces of riveted or welded connections, shall be given two coats of paint before being assembled or erected. All marred surfaces of shop coats shall be thoroughly recoated. Field painting is specified under Section 09 91 00.

2.04 ANCHORING CEMENT:

- A. Anchoring non-shrink grout shall be Hallemite "Por-rok" or equal.

2.05 CLEANING:

- A. Clean under provisions of Section 01 70 00.
- B. The Contractor shall clean the miscellaneous metal work by removing all excess sealants, dirt and foreign materials, restoring finishes, leaving work in a good and satisfactory condition. The Contractor shall perform the work of cleaning using methods and materials as recommended by the manufacturers of the materials used and as approved.

PART 3 - EXECUTION

3.01 INSPECTION

- A. Review existing field conditions of areas to receive the work of this Section before proceeding with fabrication. Do not proceed with installation of metal fabrications until all unsatisfactory conditions which would impair the strength or appearance of the work have been corrected.

3.02 INSTALLATION OF METAL FABRICATIONS

- A. **Fastening to In-Place Construction:** Provide anchorage devices and fasteners and furnish all necessary setting drawings, diagrams, and templates where necessary for securing miscellaneous metal items to in-place construction including threaded fasteners for concrete and masonry inserts, toggle bolts, through-bolts, lag bolts, wood screws and other connectors as required. Use galvanized bolts at exterior. Coordinate delivery of such items to project site.
- B. **Cutting:** Perform cutting, drilling and fitting required for installation of miscellaneous metal items. Do not cut structural members in field to facilitate fitting without written permission of the Architect for each specific condition.
- C. **Fitting:** Fit exposed connections accurately together to form tight hairline joints. Weld connections which are not to be left as exposed joints, but cannot be shop welded because of shipping size limitations. Grind joints smooth. Do not weld, cut or abrade the surfaces of exterior units which have been hot-dip galvanized after fabrication, and are intended for bolted or screwed field connections.
- D. **Placement:** Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Provide temporary bracing or anchors in formwork for items which are to be built into concrete, masonry or similar construction.
- E. **Field Welding:** Comply with AWS Code for procedures of manual shielded metal-arc welding, appearance and quality of welds made, and methods used in correcting welding work. Do not field weld stainless steel or aluminum.
- F. **Grouting:** Set bearing plates required for support of the work of this Section level and to correct elevation using steel shims or wedges and grout solid using specified non-shrink grout.
- G. **Touch-Up of Shop Primers:** Touch up field welds and unprimed steel using specified shop primers and following procedures specified for shop work.
- H. **Existing work:** Remove and re-install or re-locate existing metal fabrications as required to complete the work. Drill, tap, or weld existing assemblies as required to complete the work and to attach existing work to new work.

3.03 PRODUCTS

- A. **Anchors and Bolts:**
Anchors and bolts shall be provided where indicated and where necessary for fastening work in place. They shall be embedded in concrete and masonry as the work progresses. Sizes, kinds and spacing of anchors not indicated or specified shall be as necessary for their purpose.
- B. **Steel:**
Steel for the support of piping and appurtenances shall be provided to the details indicated and as necessary for the complete installation.
- C. **Pipe Hangers and Miscellaneous Supports:**
Pipe hangers and miscellaneous supports shall be provided as required.

D. Miscellaneous Framing and Supports:

1. Provide miscellaneous steel framing and supports which are not a part of structural steel framework, as required.
2. Fabricate miscellaneous units to sizes, shapes and profiles shown or, if not shown, of required dimensions to receive work to be supported by framing. Except as otherwise shown, fabricate from structural steel shapes and plates and steel bars, of welded construction using mitered joints for field connection. Cut, drill and tap units to receive hardware and similar items.
3. Equip units with integrally welded anchor straps for casting into poured concrete or building into masonry wherever required. Furnish concrete inserts if units must be installed after concrete is placed.

E. Metal support framing:

1. Provide metal framing as required to support light fixtures, piping, HVAC equipment and ductwork below hard or acoustical ceilings or as required to span across/over/under suspended equipment.

3.04 REPAIR OF ZINC COATINGS:

- A. All zinc coatings that have been damaged in handling or transporting or in welding, riveting or bolting shall be repaired by the application of a thick paste made from galvanizing repair compound conforming to Federal Specification 0-G-93 and water. Areas to be repaired shall be cleaned thoroughly, including removal of slag on welds, before the paste is applied. Surfaces to be coated with paste shall be heated with a torch so that all metallics in the paste will be melted when applied to the heated surfaces. Extreme care shall be taken to see that adjacent zinc-coated surfaces are not damaged by torch. Molten metal shall spread uniformly over all surfaces to be coated and the excess metal wiped off.

3.05 FIELD PAINTING

- A. Specified as scheduled under Section 09 91 00 - Painting.

3.06 DISSIMILAR MATERIAL

- A. Where aluminum comes in contact with metals other than stainless steel, zinc, white bronze or other metals compatible with aluminum, then those surfaces shall be kept from direct contact by painting the dissimilar metal with a coating of heavy-bodied bituminous paint, a good quality caulking placed between the metals, non-absorptive tape or gasket.

END OF SECTION

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SECTION 06 10 53

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Preservative treatment.
- B. Exterior wood trim.

1.02 REFERENCES

- A. FS TT-W-571: Wood Preservation: Treating Practices.
- B. PS 20 - American Softwood Lumber Standard.
- C. NFPA - National Design Specification for Wood Construction.

1.03 QUALITY ASSURANCE

- A. Work shall comply with all local and state building and fire codes.
- B. Rough Carpentry Lumber: Visible grade stamp, of agency certified by National Forest Products Association (NFPA).

1.04 SUBMITTALS

- A. Submit shop drawings under provisions of Section 01 33 00.
- B. Indicate fabrication, anchorage requirements and jointing.
- C. All wood products are to be "FSC certified." Provide evidence of compliance with Forest Stewardship Council (FSC) standards by submitting certificates with company Chain-of-Custody (COC) number and also identifies each FSC certified product on a line-item basis.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products under provision of Section 01 60 00.
- B. Do not deliver shop fabricated carpentry items until site conditions are adequate to receive the work. Protect items from weather while in transit.
- C. Store indoors, in ventilated areas with a constant, minimum temperature of 60 degrees F, maximum relative humidity of 25 to 55 percent.

1.06 FIELD MEASUREMENTS

- A. Verify all field dimensions at the site prior to fabrication.

PART 2 - PRODUCTS

2.01 ROUGH CARPENTRY MATERIALS

- A. Lumber: PS 20; graded in accordance with established Grading rules; maximum moisture content of 19 percent; of following species and grades:
 - 1. Non-structural Light Framing: Stress group B; construction grade.
 - 2. Blocking: Hem-Fir, standard grade.

- B. Nails, Spikes and Staples: Galvanized for exterior locations and high humidity locations. Use stainless steel fasteners where installed in preservative treated wood and fire retardant treated wood.
Plain finish for other interior locations.
Size and type to suit application.

- C. Bolts, Nuts, Washers, Lags, Pins and Screws: Medium carbon steel, Galvanized for exterior locations and high humidity locations. Use stainless steel where installed in preservative treated wood and fire retardant treated wood. Plain finish for other interior locations.
Size and type to suit application.

- D. Fasteners: Toggle bolt type for anchorage to hollow masonry. Expansion shield and lag bolt type for anchorage to solid masonry or concrete. Bolts or power activated type for anchorage to steel.

- E. Plywood shall be of the types and grades listed below:
 - 1. Exposed exterior plywood to be American Plywood Association A-C, Group 1, Exterior, in thickness as noted on the drawings or to match existing. Where thickness is not indicated, plywood shall be 3/4" thick.
 - 2. All sheathing plywood shall be in accordance with Chapter 23 of the State of Rhode Island Building Code.
 - 3. Each panel of plywood shall be identified with a stamp as to type, grade and species by the grade trademark of the American Plywood Association.
 - 4. Plywood fire retardant is to meet American Wood Protection Association (AWPA) standard C27 and ASTM E84.

2.02 WOOD TREATMENT

- A. Wood preservative used to treat the wood materials shall be alkaline copper quaternary (ACQ).

- B. Treat wood materials requiring pressure impregnated preservatives to FS TT-W-571, Table 3.

- C. Deliver treated materials cut to required sizes. Minimize field cutting.

- D. Re-dry wood after pressure treatment to maximum 19 percent moisture content.

- E. Use stainless steel fasteners where installed in preservative treated wood.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General: Carefully lay out, cut, fit and rout all framing, blocking and other items of carpentry in such a manner as to minimize shrinkage and insure stability. Perform all carpentry work required for building in work of other trades and work to the details indicated and as required by field conditions.
- B. Install wood nailers true to lines and levels. Do not deviate from true alignment more than 1/4 inch.
- C. Construct members of continuous pieces of longest possible lengths.
- D. Provide all required cants, crickets, curbs and other carpentry items required for proper installation of roofing and equipment.
- E. Provide fire retardant treated wood products as shown and as follows:
At exposed or semi-exposed wood in fire rated assemblies and in spaces having limited flame spreads for exposed combustibles. Where blocking is concealed in fire rated assemblies and all areas as required by code.
- F. Rough carpentry shall consist of the installation of sleepers, blocking, nailers, curb nailers, furring, joists, studding, rafters, stringers, centers, rough flooring, grounds, screeds, and such other items of rough carpentry as may be required for proper construction and to complete the work. Absence of illustration, detail or specification will not relieve the Contractor from responsibility or carrying out the work.
- G. Mechanical equipment clearances: Members shall be framed to allow for passage of pipes or ducts as required to avoid cutting of structural members. No members shall be cut, notched or bored for the passage of such pipes without permission of the Architect, and all members damaged by cutting shall be reinforced as directed by the Architect.
- H. Pressure preservative treated lumber: All wood in direct contact with concrete, masonry, soil or gravel shall be pressure preservative treated wood, ground contact grade with a 40 year warranty. Wood shall be free from large or loose knots, shakes, checks and warpage. Apply, at site, two coats of same preservative used in original treatment to all sawed or cut surfaces of treated lumber, in accordance with AWWA M4. Allow preservative to cure prior to placing members.
- I. Furring and Grounds: Shall be minimum 1" x 3" strips, as shown on drawings or as required to match the condition, spaced maximum 16" on center and continuous at all vertical edges of framed openings. Furring shall be secured to concrete, brick or masonry units by power driven fasteners. Face of furring and grounds shall form a true, even plane for installation of materials thereon. Species shall be Fir or Southern Pine, at Contractor's option and preservative treated.
- J. Studs: Studs shall be no less than 2"x4", spaced not over 16 inches on center, unless otherwise shown. Studs shall be doubled around all openings. Corners shall be thoroughly spiked together and made solid. All bearing partitions shall be provided with double top and bottom plates.

Partitions shall have one row of horizontal bridging for the full width of studding, cut in and securely nailed. Studs shall be framed as shown or required for the proper installation of trim, plumbing, and other work to be concealed. Studding shall be installed for the support of all fixtures and accessories as required.

- K. Lumber and other rough work shall be properly framed closely fitted, accurately set to the required lines and levels and rigidly secured in place.
Joists and rough stair stringers shall be set with the crown edge up, and the bottom edges shall be free from pronounced defects.
Leveling of sills, etc., on masonry or concrete shall be done, as required and grouted with cement mortar.
Studs and joists shall be sized to give true surfaces for finish.
Nailing and spiking shall be done in a thorough manner with nails of ample size, spikes larger than 20d being used where practicable.
Special framing or construction, not explicitly shown on drawings or specified, shall be provided as required to complete the work in the best and most workmanlike manner.

3.02 SITE TREATMENT OF WOOD

- A. Seal site-sawn ends of preservative treated wood. Allow preservative to cure prior to placing members.

END OF SECTION

SECTION 07 62 11

SHEET METAL FLASHING

PART 1 - GENERAL

1.1 SUMMARY

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

1.2 SECTION INCLUDES

- A. Sheet metal work.
B. Custom sheet metal assemblies.

1.4 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Conform to the following requirements:
1. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

1.5 SUBMITTALS

- A. Comply with Division 1 General Requirements and submit for approval:
1. Product Data: Manufacturer's literature including installation instructions, use restrictions and limitations.
 2. Shop drawings: Provide large scale shop drawings for fabrication, installation and erection of all parts of the work. Provide large scale plans, elevations, and details of profiles, joints, seams, anchorages, connections and accessory items. Include statement that materials are physically compatible.
 - a. Field Measurements: Take accurate field measurements before fabrication and indicate same on shop drawings.
 - b. Include attachment details. Identify both shop- and field-assembled work.
 - c. Identify material, thickness, weight, and finish for each item.
 - d. Include details for:
 1. Forming, including profiles, shapes, seams, and dimensions.
 2. Joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments.
 3. Termination points and assemblies.
 4. Expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
 5. Counterflashings.

6. Connections to adjoining work.
3. Samples: Submit final samples of selected products. Include samples showing full variation of color and finish expected. Size: 144 square inches or more.
 - a. Sheet Metal Flashing: including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
 - b. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: In required profile. Include fasteners and other exposed accessories.
 - c. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.

1.6 QUALITY ASSURANCE

- A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Source Limitations: Obtain materials of a uniform quality, including color for exposed work, from single manufacturer for each component.
 1. Standards: Comply with applicable requirements, recommendations and details of SMACNA Architectural Sheet Metal Manual.

1.7 PRODUCT REQUIREMENTS

- A. Comply with product requirements, delivery storage and handling provisions of Division 1 and the following:
 1. Ensure materials are not adversely affected by galvanic action, or excess differential thermal movement.
 2. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
 3. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 4. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.6 PROJECT CONDITIONS

- A. Protection: During construction, cover work with waterproof sheeting at end of each day's work. Prevent the intrusion liquid water and the build up of water vapor pressure within assemblies.
- B. Stain Prevention: Prevent grout, mortar, and soil from staining of work be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such.

PART 2 - PRODUCTS

2.1 FLASHING & SHEET METAL

- A. Stainless-Steel Sheet: ASTM A 240/A or ASTM A 666, Type 304/Type 316, dead soft,

fully annealed; with smooth, flat surface. Provide thicknesses shown, if not as follows:

1. Not otherwise indicated: 0.019 inch.
2. Counterflashing and the like: 0.032 inch.
3. Apron, step flashing, backers: 0.016 inch.

- B. Sheet Aluminum: ASTM B 209, alloy 3003-H14, 0.050 inch thickness minimum. Use for brake metal. All aluminum exposed to view is to have a Kynar 500 factory finish meeting AAMA 2605.

2.2 MISCELLANEOUS MATERIALS

A. Components include:

1. Fasteners: Match material being fastened for both type of material and finish.
2. Isolation Coating: SSPC paint 12.
3. Slip Sheet: 5 lb. rosin building paper.
4. Plastic Underlayment: 6 mil carbonated polyethylene film, FS L-P-512.
5. Reglets: Metal units of type and profile indicated or required which are compatible with flashings used.
6. Solder: ASTM B 32, as required.
7. Accessories: Provide all clips, cleats, straps, anchors and similar items necessary to properly complete the work. Provide accessories that are compatible with sheet metal materials used and which are of sufficient size and gage to perform as intended.
8. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane or silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
9. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.
10. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.
11. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.3 FABRICATION

- A. Shop fabricate work to the greatest extent possible. Fabricate work to be truly straight, plumb, level and square, and to provide the best possible watertight, weatherproof performance with expansion provisions in running work.
- B. Provide work to sizes, shapes, and profiles indicated on approved shop drawings. Comply with referenced standards. Minimize oil-canning, buckling, tool marks and other defects.
- C. Make work with uniform, watertight joints. Make seams as inconspicuous as possible.
- D. Isolate dissimilar materials with isolation coating or other permanent separation acceptable to the Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine and verify conditions as follows:
 - 1. Verify substrates and underlying work is within tolerances specified.
 - 2. Verify structural components are properly placed.
 - 3. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TOLERANCES

- A. For exposed work, the following allowable installed tolerances are allowable variations from locations and dimensions indicated by the Contract Document and shall not be added to allowable tolerances indicated for other work.
 - 1. Allowable Variation from True Plumb, Level, and Line: +/- 1/8" in 20'-0"
 - 2. Allowable Variation from True Plane of Adjacent Surfaces: +/- 1/16"

3.3 INSTALLATION

- A. Install flashing in continuous uninterrupted manner to accomplish 'intent' complete with all transitions, laps, splices, folds, seams necessary to ensure the diversion of water to the exterior. Work in close coordination with installation of exterior masonry, roofing, window, joint sealer, louver, and the like.
 - 1. Apply materials within manufacturer's requirements for temperature and weather conditions.
 - 2. Do not apply to wet or frozen substrates.
 - 3. Do not allow contamination with dust or dirt.
 - 4. Seal completely at edges, perimeter and penetrations.
- B. Strictly comply with manufacturer's instructions and recommendations and standard details and recommendations of SMACNA, except where more restrictive requirements are specified in this section. Locked and sealant locked joints as indicated on the Drawings.
- C. Securely anchor work, but allow for thermal movement and building movement. Use concealed fasteners to the greatest extent possible. Install work to be permanently weatherproof and watertight. Provide continuous cleats at all edge conditions.
- D. Provide reglets where indicated and where required. Coordinate installation with related and adjacent work.
- E. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of 10 feet with no joints within 24 inches of corner or intersection.
 - 1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.
 - 2. Use lapped expansion joints only where indicated on Drawings.
- F. Fasteners: Use fastener sizes that penetrate wood or sheathing substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws and for other substrates not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

- H. Provide flashing at every obstruction to the downward flow of water. Design and install flashing to control and divert water to the exterior. Form at least 4" high end pans above lintels and similar conditions to extend the entire length of the lintel where possible. Flashing shall extend 4" minimum beyond end of lintel before it is panned (dammed).

3.4 CLEAN UP & PROTECTION

- A. Adjust work to conform to specified tolerances and appear uniform, straight and correct. Touch-up damaged coatings and finishes to eliminate evidence of repair.
 - 1. Repair minor damage to eliminate all evidence of repair. Remove and replace work which cannot be satisfactorily repaired.
 - 2. Clean exposed surfaces using materials and methods recommended by manufacturer of material or product being cleaned. Remove and replace work that cannot be successfully cleaned.

END OF SECTION

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SECTION 07 92 13

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. Urethane joint sealants.

1.3 PRECONSTRUCTION TESTING

- A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.
 - 1. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - 2. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: For each joint-sealant product indicated.
- C. Sustainable Design Submittals:
 - 1. Product Data for Credit EQ 4.1: For sealants and sealant primers used inside the weatherproofing system, including printed statement of VOC content.
- D. 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.
- E. 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.

F. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.

G. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.

H. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:

1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
2. Interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.

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. 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.

C. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

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 or are below 40 deg F.
2. When joint substrates are wet.
3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.7 WARRANTY

A. Warranty Period: Two years from date of Substantial Completion. Provide under the provisions of Section 01 78 00.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers as listed below

B. Substitutions: Under provisions of Section 01 60 00.

2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. VOC Content of Interior Sealants: Provide sealants and sealant primers for use inside the weatherproofing system that comply with the following limits for VOC content when calculated according to 40 CFR 59, Part 59, Subpart D (EPA Method 24):
 - 1. Architectural Sealants: 250 g/L.
 - 2. Sealant Primers for Nonporous Substrates: 250 g/L.
 - 3. Sealant Primers for Porous Substrates: 775 g/L.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full standard range.

2.3 SILICONE JOINT SEALANTS

- A. Single-Component, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT, M, G, A and O.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dow Corning Corporation; 790.
 - b. GE Advanced Materials: SilPruf SCS 2700 LM
 - c. Tremco Incorporated; Spectrem 3
- B. Single-Component, Neutral-Curing Silicone Joint Sealant: ASTM C 920, Type S, Grade NS, Class 50, for Use NT, G, A and O.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Dowsil 795 Silicone structural Sealant.
 - b. GE Advanced Materials: SilPruf SCS - 2000
 - c. Tremco Incorporated; Spectrem 2
 - d. Pecora 864 Silicone

2.4 URETHANE JOINT SEALANTS

- A. Single-Component, Nonsag, Urethane Joint Sealant: ASTM C 920, Type S, Grade NS, Class 25, for Use NT.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pecora Corporation; Dynatrol I-XL.
 - b. Sika Corporation, Construction Products Division; Sikaflex - 1a.
 - c. Tremco Incorporated; Dymonic 100

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 Rods: ASTM C 1330, Type C, Closed Cell, provide backing rods 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.

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.
 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.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer. 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.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 CLEANING

- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- B. Clean under provisions of Section 01 70 00.

3.5 PROTECTION

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

3.6 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application: Interior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Control and expansion joints on exposed interior surfaces of exterior walls.
 - b. Perimeter joints of exterior openings where indicated.
 - c. Tile control and expansion joints.
 - d. Vertical joints on exposed surfaces of interior unit masonry, concrete walls and partitions.
 - e. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
 - f. Openings around all penetrations through partitions and perimeter of partitions designated as smoke partitions.
 - g. Other joints as indicated.
 - 2. Urethane Joint Sealant: Single component, nonsag, Class 35
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full standard range.
- B. Joint-Sealant Application: Exterior joints in vertical surfaces and horizontal nontraffic surfaces.
 - 1. Joint Locations:
 - a. Construction joints in cast-in-place concrete.
 - b. Control and expansion joints in unit masonry.
 - c. Joints in dimension stone cladding.
 - d. Joints in exterior insulation and finish systems.
 - e. Joints between metal panels.
 - f. Joints between different materials listed above.
 - g. Perimeter joints between materials listed above and frames of doors, windows and louvers.
 - h. Control and expansion joints.
 - i. Other joints as indicated.
 - 2. Silicone Joint Sealant: Single component, Type S, Grade NS, Class 50.
 - 3. Joint-Sealant Color: As selected by Architect from manufacturer's full standard range.

END OF SECTION

SECTION 08 12 13

STEEL DOOR FRAMES

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 WORK INCLUDED

- A. Steel door frames.

1.03 RELATED WORK

- A. Section 08 13 13 - Steel Doors
- B. Section 08 71 00 – Door Hardware
- C. Section 08 81 00 - Glass and Glazing
- D. Section 09 91 00 - Painting: Field painting of frames.

1.04 REFERENCES

- A. DHI - Door Hardware Institute: The Installation of Commercial Steel Doors and Steel Frames, Insulated Steel Doors in Wood Frames and Builder's Hardware.
- B. ANSI/SDI-100 - Standard Steel Doors and Frames
- C. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of the DHI, ANSI/SDI-A250.8.

1.06 REGULATORY REQUIREMENTS

- A. Conform to State Building Code and State Fire Code.

1.07 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01 33 00.
- B. Indicate frame configuration, anchor types and spacings, location of cutouts for hardware, reinforcement, and finish.
- C. Submit manufacturer's installation instructions under provisions of Section 01 33 00.
- D. Sustainable Design Submittal:

1. Provide documentation indicating percentages of post-consumer and pre-consumer recycled content.
2. Identify each regional material along with the location of its harvest, extraction, or manufacture.

1.08 DELIVERY, STORAGE AND PROTECTION

- A. Protect products under provisions of Section 01 60 00.
- B. Protect frames with resilient packaging sealed with heat shrunk plastic.
- C. Break seal on-site to permit ventilation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Steelcraft
- B. Other acceptable manufacturers offering equivalent products.
 1. Ceco Door
 2. De La Fontaine
 3. Curries
- C. Substitutions: Under provisions of Section 01 60 00.

2.02 METAL FRAMES

- A. TYPES
 1. Exterior frames: Steelcraft Model F14-4 (14 gage galvanized steel with 2" face for 1-3/4" doors)
- B. FABRICATION
 1. All frames in new partitions shall be furnished as a welded unit with mitered corners. Miter and entire connection is to be continuous fully welded. Welds are ground and finished smooth.
 2. Knocked-down field assembly frames may only be used at existing drywall and interior masonry partitions.
 3. Fabricate frames with hardware reinforcement plates welded in place as required to coordinate with hardware schedule. Provide mortar guard boxes, 22 gage.
 4. Reinforce frames wider than 48 inches with roll formed steel channels fitted tightly into frame head, flush with top.
 5. Prepare frame for silencers. Provide three single rubber silencers for single doors on strike side, and two single silencers on frame head at double doors without mullions.
 6. Fabricate frames for masonry wall coursing with a 4 inch head member (unless indicated otherwise).

7. Frames shall be furnished with a minimum of six wall anchors and two base anchors of manufacturer's standard design. Jamb anchors shall be as required to coordinate with the adjacent wall construction.
8. Provide a temporary spreader bar securely fastened to the bottom of each frame.
9. The inside profile of all frames to be filled with mortar shall be coated with bituminous coating to a thickness of 1/16 inch. Coating may be field applied.
10. Galvanized steel frame material is to contain a minimum of 5 % Pre-Consumer recycled content and 20% Post-Consumer recycled content.
11. Anchors
 - a. Quantity: Minimum 3 anchors per jamb.
 - b. Jambs over 8'-0" in height: 1 additional anchor for each 2'-0" or fraction thereof.
 - c. Construction: 18-gage steel strap or 3/16" diameter wire, adjustable or "T" shaped.
 - d. Floor anchors: Welded inside each jamb. Up to 2 inch adjustable permitted subject to compliance with standards.

2.03 GLAZED VISION PANELS

- A. Provide glazed vision panels in metal frames as shown on the drawings.
- B. Glazing shall be of the type specified in Section 08 81 00.
- C. Provide fixed stop on one side of glazing and a removable stop of 20 gauge steel on the other. Attach stop to frame with machine screws uniformly spaced at 12" maximum o.c.

2.04 FINISH

- A. After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities.
- B. Frames shall be thoroughly cleaned and phosphatized.
- C. All surfaces exposed to view shall receive a factory applied single coat of rust inhibiting prime paint baked-on in accordance with ANSI A224,1.
- D. The finish coats of paint shall be field applied by others in accordance with the painting section of these specifications.
- E. Where wall anchors utilizing exposed screw heads are used to install door frames, the exposed screws are to be covered with epoxy resin filler (Bondo or equal) and sanded smooth to match flush with the surrounding face.

PART 3 - EXECUTION

3.01 INSTALLATION OF FRAMES

- A. Install frames in accordance with ANSI/SDI A250.8.
- B. Install the frames plumb, rigid, and in true alignment and fasten them so as to retain their position.

- C. All frames in new masonry walls shall be filled with mortar as they are laid-up. Also, the CMU hollow core nearest the new door frame is to be filled solid with grout full height of masonry opening. Coordinate with door frame's wall anchors.
- D. Coordinate with masonry wall construction for anchor placement.

3.02 CLEANING

- A. Clean in accordance with Section 01 70 00.

END OF SECTION

SECTION 08 13 13

STEEL DOORS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Steel doors.

1.02 RELATED WORK

- A. Section 08 12 13 - Steel Door Frames
- B. Section 08 71 00 – Door Hardware
- C. Section 08 71 50 – Weatherstripping
- D. Section 08 81 00 – Glass and Glazing
- E. Section 09 91 00 - Painting: Field painting of doors and frames.

1.03 REFERENCES

- A. DHI - Door Hardware Institute: The Installation of commercial steel doors and steel frames, insulated steel doors in wood frames and builder's hardware.
- B. ANSI/SDI-A250.8 - Standard Steel Doors and Frames

1.04 QUALITY ASSURANCE

- A. Conform to requirements of SDI-A250.8.

1.05 REGULATORY REQUIREMENTS

- A. Conform to State Building Code and State Fire Code.

1.06 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01 31 00.
- B. Indicate door elevations, internal reinforcement, closure method, and cut outs for glazing.
- C. Submit manufacturer's installation instructions under provisions of Section 01 33 00.
- D. Sustainable Design Submittal:
 - 1. Provide documentation indicating percentages of post-consumer and pre-consumer recycled content.
 - 2. Identify each regional material along with the location of its harvest, extraction, or manufacture.

1.07 DELIVERY, STORAGE AND PROTECTION

- A. Protect products under provisions of Section 01 60 00.
- B. Protect doors with resilient packaging sealed with heat shrunk plastic.
- C. Break seal on-site to permit ventilation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Basis of design: Steelcraft
- B. Other acceptable manufacturers offering equivalent products.
 - 1. Ceco Door
 - 2. De La Fontaine
 - 3. Curries
- C. Substitutions: Under provisions of Section 01 60 00.

2.02 HOLLOW METAL DOORS

A. TYPES

- 1. Exterior doors: SDI Grade III, extra heavy duty, Model 2 (seamless and 16 gage)
(Steelcraft LW door series)

B. MATERIALS

- 1. Exterior doors:
 - a. Faces: 16 gage, A60 galvanized steel in accordance with ASTM A525. (A60 coating is .6 oz. of zinc per square foot of steel total coverage)
 - b. Channels to be 16 gage and perimeter welded to panels.
 - c. Core shall be foamed-in-place polyurethane insulation, "R" factor 11.1, compression strength 3600 PSI.
 - d. Top cap required.

C. FABRICATION

- 1. All doors shall be custom made, of the types and sizes shown on approved shop drawings, and shall be fully welded seamless construction with no visible seams or joints on their faces or vertical edges. Inverted end channel on bottom welded to both face sheets. Door thickness shall be 1-3/4" unless noted otherwise.
- 2. All doors shall be strong, rigid and neat in appearance, free from warpage or buckle. Corner bends shall be true and straight and of minimum radius for the gage of metal used.

3. Door faces shall be joined at their vertical edges by a continuous weld extending the full height of the door seam. All such welds shall be ground and smoothed to make them invisible and provide a smooth flush surface.
4. The vertical edge profiles on single acting swing doors shall be beveled 1/8" in 2".
5. All hardware furnished by the hardware contractor for single-acting doors shall be designed for beveled edges as specified above.
6. Hardware reinforcements:
 - a. Doors shall be mortised, reinforced, drilled and tapped at the factory for fully templated hardware in accordance with the approved hardware schedule and templates provided by the hardware contractor. Where surface-mounted hardware (or hardware, the interrelation of which is to be adjusted upon installation-such as top and bottom pivots, floor closers, etc.) is to be applied, doors shall have reinforcing plates only: all drilling and tapping shall be done by the installer.
 - b. Minimum gages for hardware reinforcing plates shall be as follows:
 1. Hinge and pivot reinforcements 7 gage.
 2. Concealed or surface mounted closers - 14 gage.
 3. Lock face, flush bolts and all other surface mounted hardware - 16 gage.
7. Galvanized steel door material is to contain a minimum of 5 % Pre-Consumer recycled content and 20% Post-Consumer recycled content.

D. ACCESSORIES

1. Glass mouldings and stops:
 - a. Where specified or scheduled, doors shall be provided with hollow metal mouldings to secure glazing by others in accordance with glass opening sizes and glass type shown on approved shop drawings.
 - b. Fixed mouldings shall be securely welded to the door on the security side.
 - c. Loose stops shall be not less than 20 gage steel, with mitered corner joints, secured to the framed opening by cadium or zinc-coated countersunk screws. Snap-on attachments will not be permitted.

2.04 FINISH

- A. After fabrication, all tool marks and surface imperfections shall be dressed, filled and sanded as required to make all faces and vertical edges smooth, level and free of all irregularities.
- B. Doors shall be thoroughly cleaned and phosphatized.
- C. All surfaces exposed to view shall receive a factory applied single coat of rust inhibiting prime paint baked-on in accordance with ANSI A224,1.

- D. The finish coats of paint shall be field applied by others in accordance with the painting section of these specifications.

PART 3 - EXECUTION

3.01 INSTALLATION OF DOORS

- A. Install doors in accordance with DHI.
- B. Install doors plumb and in true alignment in a prepared opening and fasten them to achieve the maximum operational effectiveness and appearance.

3.02 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.
- B. Clearances:
Provide 1/8 inch at heads, jambs, and between pairs of doors.
Provide 3/4 inch maximum from bottom of door to top of decorative floor finish or covering unless otherwise indicated.

3.03 ADJUSTING AND CLEANING

- A. Adjust hardware for smooth and balanced door movement.
- B. Clean in accordance with Section 01 70 00.

END OF SECTION

SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes commercial door hardware for the following:

1. Swinging doors.
2. Other doors to the extent indicated.

- B. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Cylinders specified for doors in other sections.
3. Electromechanical door hardware, power supplies, back-ups and surge protection.

- C. Related Sections:

1. Section 08 12 13 - Steel Door Frames
2. Section 08 13 13 - Steel Doors

- D. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ICC/IBC - International Building Code.
3. NFPA 70 - National Electrical Code.
4. NFPA 80 - Fire Doors and Windows.
5. NFPA 101 - Life Safety Code.
6. State Building Codes, Local Amendments.

- E. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series

1.3 SUBMITTALS

- A. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes. Submit under provisions of Section 01 33 00.

- B. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.
1. Format: Comply with scheduling sequence and vertical format in DHI's "Sequence and Format for the Hardware Schedule."
 2. Organization: Organize the Door Hardware Schedule into door hardware sets indicating complete designations of every item required for each door or opening. Organize door hardware sets in same order as in the Door Hardware Sets at the end of Part 3. Submittals that do not follow the same format and order as the Door Hardware Sets will be rejected and subject to resubmission.
 3. Content: Include the following information:
 - a. Type, style, function, size, label, hand, and finish of each door hardware item.
 - b. Manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of door hardware set, cross-referenced to Drawings, both on floor plans and in door and frame schedule.
 - e. Explanation of abbreviations, symbols, and codes contained in schedule.
 - f. Mounting locations for door hardware.
 - g. Door and frame sizes and materials.
 4. Submittal Sequence: Submit the final Door Hardware Schedule at earliest possible date, particularly where approval of the Door Hardware Schedule must precede fabrication of other work that is critical in the Project construction schedule. Include Product Data, Samples, Shop Drawings of other work affected by door hardware, and other information essential to the coordinated review of the Door Hardware Schedule.
- C. Operating and Maintenance Manuals: Provide manufacturer's operating and maintenance manuals for each item comprising the complete door hardware installation in quantity as required in Division 01, Closeout Submittals. The manual to include the name, address, and contact information of the manufacturers providing the hardware and their nearest service representatives. The final copies delivered after completion of the installation test to include "as built" modifications made during installation, checkout, and acceptance.
- D. Warranties and Maintenance: Special warranties specified in this Section.

1.4 QUALITY ASSURANCE

- A. Manufacturers Qualifications: Engage qualified manufacturers with a minimum 5 years of documented experience in producing hardware and equipment similar to that indicated for this Project and that have a proven record of successful in-service performance.
- B. Installer Qualifications: Installers, trained by the primary product manufacturers, with a minimum 3 years documented experience installing both standard and electrified builders hardware similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- C. Door Hardware Supplier Qualifications: Experienced commercial door hardware distributors with a minimum 5 years documented experience supplying both mechanical and electromechanical hardware installations comparable in material, design, and extent to that indicated for this Project. Supplier recognized as a factory direct distributor in good standing by the manufacturers of the primary materials

with a warehousing facility in Project's vicinity. Supplier to have on staff a certified Architectural Hardware Consultant (AHC) available during the course of the Work to consult with Contractor, Architect, and Owner concerning both standard and electromechanical door hardware and keying.

1. Scheduling Responsibility: Preparation of door hardware and keying schedules.
- D. Source Limitations: Obtain each type and variety of Door Hardware specified in this Section from a single source, qualified supplier unless otherwise indicated.
1. Electrified modifications or enhancements made to a source manufacturer's product line by a secondary or third party source will not be accepted.
 2. Provide electromechanical door hardware from the same manufacturer as mechanical door hardware, unless otherwise indicated.
- E. Regulatory Requirements: Comply with NFPA 70, NFPA 80, NFPA 101 and ANSI A117.1 requirements and guidelines as directed in the model building code including, but not limited to, the following:
1. NFPA 70 "National Electrical Code", including electrical components, devices, and accessories listed and labeled as defined in Article 100 by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
 2. Where indicated to comply with accessibility requirements, comply with the State Building Code and the Americans with Disabilities Act (ADA), "Accessibility Guidelines for Buildings and Facilities (ADAAG)," ANSI A117.1 as follows:
 - a. Handles, Pulls, Latches, Locks, and other Operating Devices: Shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist.
 - b. Door Closers: Comply with the following maximum opening-force requirements indicated:
 - 1) Interior Hinged Doors: 5 lbf applied perpendicular to door.
 - 2) Fire Doors: Minimum opening force allowable by authorities having jurisdiction.
 - c. Thresholds: Not more than 1/2 inch high. Bevel raised thresholds with a slope of not more than 1:2.
 3. NFPA 101: Comply with the following for means of egress doors:
 - a. Latches, Locks, and Exit Devices: Not more than 15 lbf to release the latch. Locks shall not require the use of a key, tool, or special knowledge for operation.
 - b. Thresholds: Not more than 1/2 inch high.
- F. Each unit to bear third party permanent label demonstrating compliance with the referenced standards.
- G. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:
1. Function of building, purpose of each area and degree of security required.
 2. Plans for existing and future key system expansion.
 3. Requirements for key control storage and software.

4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

H. Pre-Submittal Conference: Conduct coordination conference in compliance with requirements in Division 01 Section "Project Meetings" with attendance by representatives of Supplier(s), Installer(s), and Contractor(s) to review proper methods and the procedures for receiving, handling, and installing door hardware.

1. Prior to installation of door hardware, arrange for manufacturers' representatives to hold a project specific training meeting to instruct the installing contractors' personnel on the proper installation and adjustment of their respective products. Product training to be attended by installers of door hardware (including electromechanical hardware) for aluminum, hollow metal and wood doors. Training will include the use of installation manuals, hardware schedules, templates and physical product samples as required.
2. Inspect and discuss electrical roughing-in, power supply connections, and other preparatory work performed by other trades.
3. Review sequence of operation narratives for each unique access controlled opening.
4. Review and finalize construction schedule and verify availability of materials.
5. Review the required inspecting, testing, commissioning, and demonstration procedures.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. Inventory door hardware on receipt and provide secure lock-up and shelving for door hardware delivered to Project site. Do not store electronic access control hardware, software or accessories at Project site without prior authorization.
- C. Tag each item or package separately with identification related to the final Door Hardware Schedule, and include basic installation instructions with each item or package.
- D. Deliver, as applicable, permanent keys, cylinders, cores, access control credentials, software and related accessories directly to Owner via registered mail or overnight package service. Instructions for delivery to the Owner shall be established at the "Keying Conference".

1.6 COORDINATION

- A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.
- B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.
- C. Field verify all dimensions and locations prior to shop drawing submittal.

1.7 WARRANTY

- A. General Warranty: Reference Division 01, General Requirements. Special warranties specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Warranty Period: Written warranty, executed by manufacturers, agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner, this includes all labor required to repair or replace product. Failures include, but are not limited to, the following:
 - 1. Structural failures including excessive deflection, cracking, or breakage.
 - 2. Faulty operation of the hardware.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Electrical component defects and failures within the systems operation.
- C. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.
- D. Special Warranty Periods:
 - 1. Ten years for manual door closers.
 - 2. Two years for electromechanical door hardware.

1.8 MAINTENANCE

- A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions for Owner's continued adjustment, maintenance, removal and replacement of door hardware.

PART 2 - PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

- A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
 - 1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3.
 - a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements.
The hardware schedule is based on the following manufacturers:
 - 1. Exit devices - Von Duprin
- B. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in AIA Document A701 – Instructions To

Bidders and Division 01, Section 01 60 00, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

- A. Continuous Geared Hinges: ANSI/BHMA A156.26 certified continuous geared hinge with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Provide concealed flush mount (with or without inset), full surface, or half surface, in standard and heavy duty models, as specified in the Hardware Sets. Concealed continuous hinges to be U.L. listed for use on up to and including 90 minute rated door installations and U.L. listed for windstorm components where applicable. Factory cut hinges for door size.
1. Basis of Design: Roton by Hager Hinge Co. (RO)
 2. Acceptable Manufacturers:
 - a. Bommer Industries (BO).
 - b. Ives (IV).
 - c. McKinney Products (MK).
 - d. Pemko Manufacturing (PE).
 - e. Stanley Hardware (ST).

2.3 DOOR TRIM

- A. Kickplates shall be 10" high x 2" less than nominal door width, .050" thick stainless steel. All fasteners used for attachment are to be of anti-theft design.
1. Acceptable Manufacturers:
 - a. Burns Manufacturing (BU).
 - b. Hiawatha, Inc. (HI).
 - c. Ives (IV).
 - d. Rockwood Manufacturing (RO).
 - e. Trimco (TC).
 - f. Hager Companies (HA).

2.4 CYLINDERS AND KEYING

- A. High security, interchangeable core 6-pin to be purchased and installed by the Owner. Coordinate locksets with Owner.

2.5 CONVENTIONAL EXIT DEVICES

- A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
 2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer's catalog and template book for specific requirements.
 3. Except on fire rated doors, provide exit devices with keyed cylinder dogging to hold the pushbar and latch in a retracted position.
 4. Flush End Caps: Provide heavy weight impact resistant flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.
 5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy duty trim with cold forged escutcheons, beveled edges, and four threaded studs for thru-bolts.
 - a. Lock Trim Design: As indicated in Hardware Sets, provide design to match that of the specified locksets.
 - b. Where function of exit device requires a cylinder, provide an interchangeable core type keyed cylinder (Rim or Mortise) as specified.
 6. Rail Sizing: Provide exit device rails factory sized for proper door width application.
 7. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware Sets.
 8. Lever handle design shall be Von Duprin (06) RHO (Rhodes) or equal.
- B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets **and be tested by an independent third party testing agency to meet a minimum of 10 million cycle tests**. Mounting rails to be formed from smooth stainless steel, brass or bronze architectural materials no less than 0.072" thick, with push rails a minimum of 0.062" thickness. Painted or aluminum metal rails are not acceptable. Exit device latch to be investment cast stainless steel, pullman type, with deadlock feature.
1. Basis of Design: Von Duprin (VD) - 98 XP Series.
 2. Acceptable Manufacturers:
 - a. Sargent Manufacturing (SA) - 80 Series.
 - b. Precision Apex 2000 Series.

2.6 DOOR CLOSERS

- A. All door closers specified herein shall meet or exceed the following criteria:
1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
 2. Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
 3. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

4. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
 - a. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.
 - b. Closers shall not be installed on exterior or corridor side of doors; where possible, install the closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.
 5. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates as required for a complete installation.
- B. Door Closers, Surface Mounted (Heavy Duty): ANSI/BHMA A156.4, Grade 1 surface mounted, heavy duty door closers **and be tested by an independent third party testing agency to meet a minimum of 5 million cycle tests**, with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one piece cast iron or aluminum alloy body construction, with adjustable backcheck and separate non-critical valves for closing sweep and latch speed control. Provide non-handed units and high impact, non-corrosive plastic covers standard.
1. Acceptable Manufacturers:
 - a. LCN Closers (LC) - 4040XP Series.
 - b. Sargent Manufacturing (SA) - 351 Series.
 - c. Norton Door Controls (NO) - 7500 Series.

2.7 POWER SUPPLY

- A. Power supply for electronic access control and security components.
- B. Provide and install all electrical connections, wiring, junction boxes, etc. as required between building electrical and power supply unit to make fully operational. Provide all components necessary to connect to access control system readers.
- C. Basis of design is Boxed Power Supply by Securitron/Assa Abloy, model BPS-12/24-1

2.8 DOOR WIRING HARNESS AND HINGE

- A. Cabling/harnesses to be as follows:
 1. Door Wiring Harness - Cable between hinge and through the door to the lockset or exit device:
ElectroLynx QC-C206
 2. Frame Wiring Harness - Cable from the hinge location, up the jamb to above ceiling:
ElectroLynx QC-C1500P

2.9 FABRICATION

- A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.10 FINISHES

- A. Standard: Designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.
- C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- D. Hardware in General: US26D (626) Dull Chrome
- E. Exit Devices, flat goods - US32D - Satin Stainless Steel
- F. Continuous hinges - clear anodized aluminum or dark bronze anodized (selected by Architect)s

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.
- B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

- A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115 series.

3.3 INSTALLATION

- A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including: hanging devices; locking devices; closing devices; and seals.
- B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:
 1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames."
 2. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities."
 3. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.
- C. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.
- D. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants."
- E. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.
- F. NOTE: Coordinate installation of new door hardware with existing frames scheduled to remain. All new locksets are to be aligned as required to match-up with the existing strikes. Hinge locations are to be coordinated to match-up with the existing frame mortises. Verify all conditions at site prior to fabrication.
- G. NOTE: Where new door hardware is to be installed on an existing door and/or frame, the contractor is required to inspect them and adjust all existing hardware as required to ensure proper operation and function.
- H. NOTE: Where existing steel door frames are scheduled to remain in place and the existing door hardware is to be permanently removed, provide new steel plates as required to fill rabbit where door hinges were located and opening where strike existed. Fill gap around the perimeter of the plate with "Bondo" or equal and level smooth with the surrounding area. Paint entire frame.

3.4 FIELD QUALITY CONTROL

- A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

- A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

- A. Clean work under provisions of 01 70 00.
- B. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.
- C. Clean adjacent surfaces soiled by door hardware installation.
- D. Clean operating items as necessary to restore proper finish. and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

- A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

3.9 COMPLETE HARDWARE INSTALLATION

- A. The following schedule listings cover typical openings. The Contractor shall be responsible for complete examination of the drawings and shall furnish all hardware required. Any hardware necessary but not specifically mentioned herein shall be of the like quality, weight, design and finish as similar openings or items specified herein.
- B. Provide silencers on all new metal frames. Three on single leaf door frames, two on pairs of doors and four on double egress.

3.10 HARDWARE SCHEDULE:

HW-1 Exterior Single Egress Doors – Exit Only

- 1 Continuous Geared Hinge Roton 780-111 HD (or equal)
- 1 Exit Device CD - 98 - EO x 990DT (Von Duprin) (exit only)
- 1 Kickplate
- 1 Closer with cush-n-stop

HW-2 Exterior Pairs Egress Doors – Exit Only

- 2 Continuous Geared Hinges Roton 780-111 HD (or equal)
- 2 Exit Devices 9827 - EO (Von Duprin) (exit only – no outside trim)
- 2 Kickplates
- 2 Closers with cush-n-stop

HW-3 Exterior Pairs Egress Doors - with Outside Key

- 1 Electrified Continuous hinge Roton 780-111 HD (or equal)
- 1 Continuous Geared Hinge Roton 780-111 HD (or equal)
- 1 Electrified Exit Device EL – CD - 9827NL x 990NL (Von Duprin) (electric latch retraction-coordinate w/existing security system – Fail secure)
- 1 Exit Device CD - 9827 - EO x 990DT (Von Duprin) (exit only)

- 2 Closers
- 2 Kickplates
- 2 Overhead door stops
- 1 Door wiring harness
- 1 Frame wiring harness
- 1 Power supply

Connect with existing Owner-provided card reader security system as required to operate the electrified latch retraction system.

Connect to existing interior remote push button release operator in the Admin Office.

Remove and deliver to Owner the existing electromagnetic lock, associated wiring and interior buttons.

Note: Door normally locked and closed. Entry by card reader, remote release operator or manual key override. Free egress at all times.

(Note: General Contractor must ensure the low voltage wiring pertaining to the electrified exit device is installed in coordination with remainder of building wiring and connected to the security system including the card reader.

Provide all electrical connections between building electrical and door equipment as required for a fully operational device.)

END OF SECTION

SECTION 08 71 50

WEATHERSTRIPPING

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. The furnishing and installation of all exterior door weatherstripping.

1.02 RELATED SECTIONS

- A. 08 12 13 - Steel Door Frames
- B. 08 13 13 - Steel doors

1.03 DESIGN REQUIREMENTS

- A. All work not shown or specified but required to complete the installation shall be provided.
- B. Provide and install weatherstripping on all new exterior doors.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Shop drawings: Indicate various styles with model numbers and manufacturer.
- C. Provide samples if asked for by Architect.

1.05 QUALIFICATIONS

- A. Installer: Products specified under this section shall be installed by competent tradesmen experienced in this work.

1.06 REGULATORY REQUIREMENTS

- A. Work shall satisfy requirements of government agencies having jurisdiction.
- B. All thresholds to comply with the state building code and ANSI A117.1.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

1.08 FIELD MEASUREMENTS

- A. Field verify all dimensions prior to installation.

1.09 WARRANTY

- A. Provide one year warranty under provisions of Section 01 78 00.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Pemko
- B. Other acceptable manufacturers offering equivalent products.
 - 1. Accurate Metal Weatherstrip Co., Inc.
 - 2. Zero International, Inc.
- C. Substitutions: Under provisions of Section 01 60 00.

2.02 MATERIALS

- A. Exterior outswinging metal doors with metal jamb.
 - 1. Head and jambs: 316DPK
 - 2. Sweep: 315DN
 - 3. Threshold: 252X3AFG (thermal break)
 - 4. Astragal: 18041DP (At pairs of doors)
- B. Door Top Rain Guard
 - 1. 346D (Full width of masonry opening)
- C. Door Bottom Rain Guard with sweep
 - 1. 210DPK (Full width of door) (Remove any existing sweeps as occurring)
- D. Automatic door bottom: 412CRL, surface mounted, clear anodized finish

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Weatherstripping shall be applied in accordance with manufacturers specifications. Thresholds shall be set in elastic cement and held in place with rawl plugs and aluminum screws.

3.02 DISSIMILAR MATERIALS

- A. Where aluminum surfaces come in contact with metals other than stainless steel, zinc, white bronze or other metals compatible with aluminum, aluminum surfaces shall be kept from direct contact

with such parts by (a) painting the dissimilar metal with a coating of heavy bodied bituminous paint, (b) a good quality caulking placed between aluminum and dissimilar metal, or (c) a non-absorptive tape or gasket.

3.03 ADJUSTMENTS

- A. Adjust weatherstripping as required to provide proper weatherproofing.
- B. Gaskets and/or caulking shall be provided as required for a proper installation.

3.04 CLEANING

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

END OF SECTION

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SECTION 08 81 00

GLASS AND GLAZING

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 SCOPE: Provide all glass and glazing work complete in accordance with the Specifications and Drawings.

1.03 RELATED SECTIONS

- A. Section 08 12 13 – Steel Door Frames
- B. Section 08 13 13 - Steel Doors

1.04 REFERENCES

- A. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used in Buildings.
- B. ASTM E84 - Surface Burning Characteristics of Building Materials.
- C. FS DD-G-451 - Glass, Float or Plate, Sheet, Figured (Flat, for Glazing, Mirrors and Other Uses).
- D. FS DD-G-1403 - Glass, Plate (Float), Sheet, Figured, and Spandrel (Heat Strengthened and Fully Tempered).
- E. SIGMA No. 64-7-2 - Specification for Sealed Insulating Glass Units.
- F. FGMA - Glazing Manual.

1.05 SUBMITTALS

- A. Submit product data under provisions of Section 01 33 00.
- B. Provide structural, physical and environmental characteristics, size limitations, special handling or installation requirements.
- C. Provide data on glazing sealant. Identify colors available.
- D. Submit samples under provisions of Section 01 33 00.
- E. Submit samples of each type glass and each type glazing material.

- F. Submit sealed glass unit manufacturer's certificate under provisions of Section 01 33 00 indicating units meet or exceed specified requirements.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Deliver products to site under provisions of Section 01 60 00.
- B. Store and protect products under provisions of Section 01 60 00.

1.07 WARRANTY

- A. Provide ten year warranty under provisions of Section 01 78 00.
- B. Warranty: Include coverage of sealed glass units from seal failure, interpane dusting or misting, and replacement of same.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Subject to compliance with requirements of this Specification Section, provide products listed herein from one of the following (unless noted from a different manufacturer below):
 - 1. School Guard Glass
- B. Substitutions under provisions of Section 01 60 00.

2.02 GLASS MATERIALS

- A. Forced Entry Resistant Insulated Glass (Listed in door schedule as "FERG").
 - 1. 1" insulated - 1" thick (1/4" tempered Crystal Gray tinted glass, Guardian (low iron) glass with SN68 Low-E (#2), 5/16" airspace, 7/16" School Guard SG5 laminated glass), hermetically sealed.
 - a. Manufacturer: School Guard Glass (or equal)
 - b. U-Value: .30
 - c. SHGC: .23
 - d. Attack Rating: 5-aal rated for 12 minutes. ASTM F1233 Class 1.4
 - e. Install in accordance with glass manufacturer's installation specifications. Must be installed with wet structural glazing technique outlined in manufacturer's installation specifications.

2.03 ACCESSORIES

- A. Glazing Compound, Tape and Sealant:
 - 1. Compound - Tremco Glazing Compound or approved equal.
 - 2. Tape - Tremco Polyisobutylene #440 or approved equal.
 - 3. Sealant - Tremco Mono Sealant or approved equal.

- B.. Setting Blocks and Spacers shall be provided of resilient types and materials as recommended by the manufacturer of the glass or glazing materials.

2.04 MANUFACTURER'S LABELS:

Manufacturer's labels showing strength, grade, thickness, type and quality will be required on each piece of glass. Labels must remain on glass until it has been set and inspected. Glazing materials shall be delivered to the site in unopened original containers bearing manufacturer's label specifying the quality, brand, trade name and directions for use. Thinners or additives shall not be used for glazing materials unless specifically recommended by the manufacturer.

Safety glass must bear a permanent visible mark indicating such.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. General: Surfaces of rabbets, glass edges and stops or beads shall be clean, dry, free from dust, oil, rust and loose paint. Metal surfaces shall be wiped clean with solvent recommended by the manufacturer. Glazing materials shall not be applied in temperature below 40 degrees F. or during damp or rainy weather. Glass shall be set without springing or forcing. Glazing compound shall be applied in accordance with the recommendations of the manufacturer. Centered position and compound thickness shall be maintained. Setting blocks at the sills and centering shims inside and out on all four sides of glass shall be provided.
- B. All glass shall be installed in accordance to the recommendations of the Flat Glass Jobber's Association Glazing Manual and the glass manufacturer.
- C. Glazing in Metal Frames: Glazing shall be of the snap-in type and shall have no exposed fasteners except that glazing in metal frames shall be of the applied type. Glazing shall not be done until frames have been set and adjusted. Glass shall be of proper size, rest on setting blocks and the entire perimeter of the glass shall be bedded in glazing compound. Edge and face clearances shall be maintained uniform and spacers shall be provided. Glazing compound shall fill rabbet solidly with the snap-in bead in place. After bead is in place surplus glazing compound shall be removed from both sides of glass at an angle, so as not to undercut.

- 3.02 CLEANING: Glass shall be cleaned on both sides of surplus glazing material. Glazing materials shall not be disturbed with scrapers. Acid solutions or water containing caustic soaps shall not be used. Broken and cracked glass and glass not complying with the specifications shall be replaced.

3.03 GLASS SCHEDULE: (See plans for locations)

<u>LOCATION</u>	<u>GLASS</u>
Exterior Steel Doors & Frames	Forced Entry Resistant Insulated Glass

END OF SECTION

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SECTION 08 88 60

INSULATED METAL GLAZING PANELS

PART 1 – GENERAL

1.01 SUMMARY

A. Section Includes:

1. Aluminum-faced glazing panels for building storefront doors, sidelights & window systems.

1.02 REFERENCES

A. American Architectural Manufacturers Association (AAMA):

1. AAMA 609 & 610 Cleaning and Maintenance Guide for Architecturally Finished Aluminum
2. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels

B. American Society of Civil Engineers (ASCE):

1. ASCE/SEI 7 Minimum Design Loads for Buildings and Other Structures

C. ASTM International:

1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
2. ASTM C920 Standard Specification for Elastomeric Joint Sealants
3. ASTM D2244 Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates
4. ASTM D4214 Standard Test Methods for Evaluating the Degree of Chalking of Exterior Paint Films
5. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials
6. ASTM E330-84: Structural Performance of Exterior Windows, Curtain Walls and Doors under the influence of wind loads.
7. ASTM D1781-76: Climbing Drum Peel Test for Adhesives.
8. ASTM D3363-74: Method for Film Hardness by Pencil Test.
9. ASTM D2794-90: Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact)
10. ASTM D3359-90: Method for Measuring Adhesion by the tape test.
11. Hurricane Impact Requirements:
Must meet requirements for Large Missile Impact resistance.

1.03 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Product Data: Submit material descriptions, dimensions of individual components and profiles, and finishes for glazing panels.

C. Product Design: Submit design data including, but not limited to, material properties, section properties, and capacities for glazing panels.

D. Selected Samples: Submit Manufacturer's color charts or chips illustrating full range of colors and finishes available for glazing panels with factory-applied finishes.

1. Verification Samples:

- a. Submit one sample in thickness specified that measures approximately 3 inches x 5 inches, minimum.
- b. Submit two samples of each color or finish selected that measure approximately 3 inches x 4 inches, minimum.

E. Quality Assurance Submittals:

1. Glazing Panel Material Certification: Submit an official written statement from the Manufacturer documenting that product raw materials meet specified standards. Certification shall be backed by test reports and/or material certificates.
2. Glazing Panel Product Certification: Submit an official written statement from the Manufacturer documenting that product complies with specified tested standards indicated in this specification. Certification shall be backed by test reports.

F. Closeout Submittals:

1. Warranty: Submit Manufacturer and Installer warranty documents as specified within the Warranty section of this specification.
2. Maintenance: Submit Manufacturer's recommendations document for Cleaning and Maintenance of the glazing panels.

1.04 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer Qualifications: Company with a minimum of 10 years of continuous experience manufacturing glazing panels of the type specified:
 - a. Able to provide specified warranty on finish.
2. Installer Qualifications:
 - a. The Installer shall have:
 - i. Been in business of a similar trade and under the present company name for at least five (5) years prior to the start of this project, and
 - ii. Experience with similar sized glazing panel projects, and
 - b. The Installer must be capable of providing field service representation during installation.

B. Conform to all applicable Federal, State and local codes and laws.

1.05 DELIVERY AND STORAGE

A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.

B. Upon receipt, perform visual inspection of glazing panels and inventory to identify any damages that may have occurred during shipping or any missing panels.

C. Storage:

1. Store glazing panels horizontally on pallets in a dry, well-ventilated environment under the protection of a temporary or permanent structure. If required to be stored in an exterior area, glazing panels must be placed under a well-ventilated, waterproof covering.
2. Store glazing panels a minimum of 4" above ground level to avoid contact with standing moisture (e.g. water, snow, etc.).
3. Store glazing panels in an area protected from other construction activities and associated debris.

4. Storage temperatures are not to exceed 120°F. Protect glazing panels from moisture and direct sunlight while on the job-site.
5. Do not stack more than 1000 pounds glazing panels on one pallet. Other materials shall not be stacked on, or placed in contact with, glazing panels to prevent staining, denting, or other damages.

1.06 PROJECT CONDITIONS

- A. Field/Shop Measurements: Verify locations of framing members and glazing dimensions by field/shop measurements prior to the preparation of the glazing panels.

1.07 WARRANTY

- A. Provide warranties for the specified product under the provisions of Section 01 78 00.
- B. Panel Manufacturer's Material Warranty: Submit, to the Owner, the Manufacturer's standard warranty.
 1. Warranty Period:
 - a. Material and Product Integrity: Five (5) years against delamination at any manufactured bond line
 - b. Coil-Coated PVDF/Kynar 500 Painted Finish: Minimum twenty (20) years against:
 - i. Chalking in excess of a numerical rating of eight (8) when measured in accordance with ASTM D4214, Method A
 - ii. Fading or change color in excess of five (5) E units (NBS) when calculated in accordance with ASTM D2244, paragraph 6.3
 - iii. Cracking, chipping, splitting, blistering, peeling, or loss of adhesion. Minute fracturing (i.e. crazing or cracking) as a result of routing and bending of the panels shall be excluded.
- C. Installation Warranty: Installer shall submit to the Owner a standard warranty document executed by an authorized company official. The warranty shall be in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.
 1. Warranty Period:
 - a. Workmanship: One (1) year warranty period commencing on Date of Substantial Completion.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

- A. Glazing Panel Manufacturers:
 1. Insulated glazing panels manufactured by Mapes Architectural Panels – www.mapes.com (Listed on drawings as “FEOP” and “OP”).
 2. Substitutions: Under provisions of Section 01 60 00.

2.02 GLAZING PANELS

A. Panel Description (Mapeshield)

1. Construction:
 - a. Panel Thickness – 1” (See drawings for different locations)
 - b. Exterior Substrate: Tempered Hardboard: 1/8”
 - c. Impact Resistant Layer: Galvanized Steel, 0.028-inch (0.701-mm), 24-gauge, G90 galvanized steel behind exterior substrate.
 - d. Core: Isocyanurate: 3/4” (or less as required)
 - e. Interior Substrate: Tempered Hardboard: 1/8”
 - f. Aluminum Sheets (finish material skin on both sides) (in accordance with ASTM B209): Thickness: 0.032 inch
 - g. Fire Performance (tested in accordance with ASTM E84): Class A Material
 1. Flame Spread Index (FSI) shall not be more than 25
 2. Smoke Developed Index (SDI) shall not be more than 450
 - h. Tolerances - .8% of panels dimension length and width - (+/-) 1/16" thickness

B. Panel Description (Mapes-R)

1. Construction:
 - a. Panel Thickness – 1”
 - b. Exterior Substrate: Tempered Hardboard: 1/8”
 - c. Core: Isocyanurate: 5/8”
 - d. Interior Substrate: Tempered Hardboard: 1/8”
 - e. Aluminum Sheets (finish material skin on both sides) (in accordance with ASTM B209): Thickness: 0.032 inch
 - f. Fire Performance (tested in accordance with ASTM E84): Class A Material
 1. Flame Spread Index (FSI) shall not be more than 25
 2. Smoke Developed Index (SDI) shall not be more than 450
 - g. Tolerances - .8% of panels dimension length and width - (+/-) 1/16" thickness

C. See drawings for location of each thickness of panel.

2.03 FINISH

- A. Aluminum Finish: Finish shall meet the performance criteria of AAMA 2605.
 1. Standard and Standard Metallic Finishes:
 - a. Selected by Architect from Manufacturer’s standard color chart
 - b. Color may be a different color on the exterior than the interior.

2.04 RELATED MATERIALS

- A. General: Refer to Related Sections specified herein for other materials, including joint sealants.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Site Verification of Conditions: Verify that conditions of door, door frame, window, and glazing systems are acceptable for the glazing panels installation.
- B. Panel surfaces shall be free from defects prior to installation.
- C. If the panels need to have a cut-out in them, the cut-out is to be performed by the manufacturer to the size and in the location required. Verify exact cut-out information with Architect and Owner. Cut-outs are to be 3 inches or more away from the edges of the panel.

3.02 INSTALLATION

- A. Fabricate glazing panels with sharply cut edges and no displacement of face sheets or protrusion of core. When applicable, form glazing panel panned edges to be sharp, true, and free of buckle and/or warp.
- B. Fabrication Tolerances:
 - 1. Width: +/- 1/16 inch
 - 2. Length: +/- 1/16 inch
 - 3. Squareness: +/- 1/16 inch
- C. Glazing Panel Installation:
 - 1. Handling:
 - a. Protective masking should be left on the field of each glazing panel during installation to minimize potential damages from construction activities.
 - b. Handle glazing panels with clean work gloves to avoid hand injury from any sharp edges and to prevent staining of surfaces with contaminants.
 - c. When removing individual glazing panels from stacks, always lift one panel completely off the next to prevent surface scratches from construction debris. Do not slide one glazing panel across another. Glazing suction cups are recommended to handle glazing panels whenever possible.
 - 2. Install the glazing panels plumb, level, and true in accordance with the glazing systems requirements. Install panels such that all edges are fully encapsulated and restrained from movement forward, backward, and side-to-side while allowing for thermal expansion.
 - 3. Comply with Manufacturer's instructions for installation of joint sealants.
 - 4. Separate contact of dissimilar metals with approved methods as defined by the Manufacturer in order to eliminate the possibility of corrosive or electrolytic action between metals.
 - 5. Glaze panels securely and in accordance with approved shop drawings and manufacturer's instructions to allow for necessary thermal movement and structural support.
 - 6. Do not install panels that are observed to be defective including warped, bowed, dented, scratched and delaminating components.
 - 7. Weatherseal all joints as required using methods and materials as previously specified.

3.03 FIELD QUALITY CONTROL

- A. Manufacturer's Field Services: Upon Architect's request, provide manufacturer's field service consisting of product use recommendations and periodic site visit for inspection of product installation in accordance with manufacturer's instructions.

3.04 REMEDIATION AND CLEANING

A. Remediation:

1. Remove and replace glazing panels damaged as a direct result of activities in the Glazing Panel Installation section.
2. Remove protective masking immediately after installation of glazing panels. Masking intentionally left in place after Glazing Panel Installation on an elevation at the direction of the General Contractor shall become the responsibility of the General Contractor.
3. Glazing Panel Installation completion shall be agreed-upon between the Installer and the General Contractor.
4. Following Glazing Panel Installation completion, any determination of repair or replacement of the glazing panels is at the discretion of the Architect. Such repair or replacement shall become the responsibility of the General Contractor.
 - a. At the discretion of the Architect, repair damaged glazing panels such that repairs are not discernible at a distance of 10 feet from the surface at a 90° angle per AAMA 2605.
5. Removal and replacement of glazing panels damaged by other trades shall be the responsibility of the General Contractor.
6. If required after Glazing Panel Installation, any additional protection of the glazing panels shall be the responsibility of the General Contractor.
7. Remove from project site damaged glazing panels, protective masking, and other debris attributable to work of this section.

B. Cleaning:

1. Cleaning and Maintenance of the glazing panels shall be performed at least once a year in accordance with AAMA 609 & 610.
2. Weep holes and drainage channels must be unobstructed and free from dirt and sealant.

END OF SECTION

SECTION 09 65 00

RESILIENT FLOORING

PART 1 - GENERAL

1.01 SUMMARY

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

1.02 WORK INCLUDES

- A. Installation of resilient flooring and accessories as indicated.
- B. **NOTE:** Vinyl floor tiles are for repairs/replacement of floor tiles in various areas of the building. Various colors will be needed to match the existing. For bidding purposes include replacement of 200 VCT tiles for the Base Bid.
See Unit Prices for addition or subtraction from the 200 replacement tiles in various areas.

1.03 REFERENCES

- A. ASTM E84 - Surface Burning Characteristics of Building Materials.
- B. FS L-F-1641 - Floor Covering, Translucent or Transparent Vinyl Surface, with Backing.
- C. FS L-F-475 - Floor Covering, Vinyl Surface (Tile and Roll), with Backing.
- D. FS SS-T-312 - Tile, Floor: Asphalt, Rubber, Vinyl, Vinyl Composition.
- E. FS SS-W-40 - Wall Base: Rubber and Vinyl Plastic.

1.04 SUBMITTALS

- A. Submit shop drawings and product data under provisions of Section 01 33 00.
- B. Provide product data on specified products, describing physical and performance characteristics sizes, patterns and colors available.
- C. Submit samples under provisions of Section 01 33 00.
- D. Submit two samples 3 x 3 inches in size, illustrating the full range color and pattern for each floor material specified.
- E. Submit 6 inch long samples of base material for each color specified.
- F. Submit manufacturer's installation instructions under provisions of Section 01 33 00.
- G. Sustainable Building Material Submittal:

1. Provide documentation indicating percentages of post-consumer and pre-consumer recycled content.
2. Identify each regional material along with the location of its harvest, extraction, or manufacture.

1.05 OPERATION AND MAINTENANCE DATA

- A. Submit cleaning and maintenance data under provisions of Section 01 78 00.
- B. Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-finishing.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect, and handle work to site under provision of Section 01 60 00.

1.07 ENVIRONMENTAL REQUIREMENTS

- A. Store materials for three days prior to installation in area of installation to achieve temperature stability.
- B. Maintain minimum 70 degrees F air temperature at flooring installation areas for three days prior to, during, and 24 hours after installation of materials.

1.08 EXTRA MATERIALS

- A. Furnish under provisions of Section 01 78 00.
- B. Provide 6 sq. ft. of each color and pattern of floor material and 10 lineal feet of base of each material required for Project, for maintenance use.
- C. Clearly identify each box.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Vinyl Composition Tile (VCT)
Subject to compliance with requirements of this Specification Section, provide products listed herein from the following:
 1. Basis of Design: Armstrong
 2. Other acceptable manufacturers offering equivalent products.
 - a. Tarkett VCT
 - b. Congoleum
- B. Vinyl base and edge guards
Subject to compliance with requirements of this Specification Section, provide products listed herein from the following:
 1. Basis of Design: Johnsonite/Tarkett
 2. Other acceptable manufacturers offering equivalent products.

- a. Flexco
- b. Roppe

C. Substitutions: Under provisions of Section 01 60 00.

2.02 MATERIALS

- A. Vinyl composition tile - Armstrong Standard Excelon tile, 1/8" in thickness, 12" x 12".
- B. Vinyl base: 4" high x rolled length, 1/8" thick with ribbed back. Seams will only be allowed on walls longer than 40'.
- C. Edge guards or Adaptors: Beveled type, matte finish; color as selected by Architect. Johnsonite Model EG-G, H or J. Provide edge guards at all exposed edges. Johnsonite Model CTA-A or CTA-D. Provide adaptors at all dissimilar materials (i.e. vinyl tile and carpet).

2.03 COLORS SELECTION

- A. All colors shall be selected by the Architect from the manufacturer's standard color selections as required to match existing.

2.04 ACCESSORIES

- A. Subfloor Filler: White premix latex; mix with water to produce cementitious paste. "Armstrong" S-180 Latex underlayment.
- B. Primers and Adhesives: Low VOC and waterproof; types recommended by flooring manufacturer for specific materials and as required to maintain product warranty.
- C. Sealer and Finish: Types recommended by resilient flooring materials manufacturer for material type and location.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. When requested by the Architect, schedule and hold a pre-installation meeting prior to start of work on this section as stipulated in Specification Section 01 31 00 to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.
To attend: Architect, Owners Representative, General Contractor, Approved Installer.
- B. Verify that surfaces are smooth and flat with maximum variation of 1/8 inch in 10 ft., and are ready to receive work.
- C. Documented moisture testing must be conducted on ALL concrete substrates, regardless of the grade level and age using both of the following methods.
 - 1. Test method ASTM F-1869 result is to be 5.0 lb. MVTR or lower.
 - 2. Test method ASTM F-2170 result to be less than 75 % RH.

3. Concrete is to exhibit negative alkalinity, carbonization, or dusting.

D. Beginning of installation means acceptance of existing substrate and site conditions.

3.02 PREPARATION

A. Remove sub-floor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.

B. Apply, trowel, and float filler to leave a smooth, flat, hard surface.

C. Prohibit traffic from area until filler is cured.

D. Vacuum clean substrate.

3.03 INSTALLATION - TILE MATERIAL

A. Install in accordance with manufacturers' instructions.

B. Mix tile from container to ensure shade variations are consistent.

C. Spread only enough adhesive to permit installation of materials before initial set.

D. Set flooring in place, press with heavy roller to attain full adhesion.

E. Install tile with pattern grain alternating with adjacent unit to produce basket weave pattern unless otherwise directed by the Architect. Allow minimum 1/2 full size tile width at room or area perimeter.

F. Terminate flooring at centerline of door openings where adjacent floor finish is dissimilar.

G. Install edge guards at unprotected or exposed edges, and where flooring terminates.

H. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

I. Provide a maximum of three tile colors per room arranged in a pattern to be determined with colors selected by the Architect.

3.04 INSTALLATION - BASE MATERIAL

A. Fit joints tight and vertical.

B. Miter internal corners. At external corners, use premolded units. At exposed ends use premolded units.

C. Install base on solid backing. Bond tight to wall and floor surfaces.

D. Scribe and fit to door frames and other interruptions.

- E. Install straight and level to variation of plus or minus 1/8 inch over 10 feet.
- F. Provide coved base at all hard surface flooring and straight base at all carpet.
- G. Provide vinyl base at the toekick of all casework.
The color and type shall match adjacent wall vinyl base in the room unless selected otherwise by the Architect.

3.05 PROTECTION

- A. Prohibit traffic on floor finish for 48 hours after installation.

3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean surfaces in accordance with manufacturer's instructions.

3.07 INITIAL MAINTENANCE OF VCT FLOORING

- A. The following work shall be performed in accordance with manufacturer's recommended instructions.
 - 1. Vacuum thoroughly
 - 2. Do not wash floor for at least five days after installation.
 - 3. The floor may be cleaned after installation by damp-mopping with a very dilute, neutral detergent solution, carefully scrubbing black marks and excessive soil.
 - 4. Apply one coat of Armstrong S-495 (or equal) commercial floor sealer.
 - 5. Apply a minimum of three coats of Armstrong S-480 (or equal) floor finish to protect floor until regular maintenance procedures can be started.
 - 6. Allow at least 60 minutes drying time between applications of finish.
 - 7. Do not allow traffic on the floor for at least 8 hours after final coat of finish.
 - 8. High speed buff to a glossy finish.

END OF SECTION

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SECTION 09 91 00

PAINING

PART 1 - GENERAL

1.01 SUMMARY

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

1.01 SECTION INCLUDES

- A. Finish painting and priming of all items exposed and identified to receive a finish.

1.02 RELATED SECTIONS

- A. Surfaces scheduled or indicated to be painted.
- B. Touch up of shop coats provided under other sections unless specifically included in that section.
- C. Exposed structural steel.
- D. Finish painting of exposed piping, conduit, exposed raceways, metal hardware, exposed equipment including rooftop equipment supplied under mechanical and electrical trades, when such items have not been factory pre-painted.
- E. Examine the specifications for the various other trades and become thoroughly familiar with all their provisions regarding what they are painting. All exposed-to-view surfaces that are left unfinished by the requirements of other specifications shall be painted or finished as a part of this work.

1.03 REFERENCES

- A. ANSI/ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.
- B. ASTM D2016 - Test Method for Moisture Content of Wood.
- C. Federal Specifications

1.04 DEFINITIONS

- A. Conform to ANSI/ASTM D16 for interpretation of terms used in this Section.
- B. The term "paint" as used herein includes enamels, paint, emulsions, varnishes, stains, sealers and other coatings whether used as prime, intermediate or finish coats.

1.05 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.

- B. Submit manufacturer's technical data sheet and Material Safety Data Sheets (MSDS) for each scheduled coating, giving the descriptive data, curing time, mixing, thinning and application instructions. Provide certification that paint was formulated within lead or mercury.
- C. Submit manufacturer's fan deck of color chips for selection of colors by the Architect.
- D. Samples
 - 1. At the request of the Architect, prepare and submit paint samples on the materials he requires for approval.
 - 2. Prepare and submit stained wood samples on the type and quality of wood specified for use on the project as requested by the Architect.
- E. Submit a list of all interior paints and coatings used in the project that are addressed by the Green Seal Standard GS-11 and state the Volatile Organic Compounds (VOC) content for each product.

1.06 QUALIFICATIONS

- A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years experience.
- B. Applicator: Company specializing in commercial painting and finishing with 3 years documented experience.

1.07 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame/fuel/smoke rating requirements for finishes.

1.08 FIELD SAMPLES

- A. At the request of the Architect, provide field sample panel, one complete surface of each color scheme illustrating special coating, color, texture, finish and workmanship.
- B. Locate where directed by the Architect.
- C. If approved, sample area will serve as a minimum standard for Work throughout the building. Accepted sample may remain as part of the Work.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and protect products under provisions of Section 01 60 00.
- B. Deliver all paint materials to the job site ready mixed and in their original containers with all labels intact and legible at time of use.
- C. Store only the approved materials at the job site, and store only in a suitable and designated area restricted to the storage of paint materials and related equipment.
- D. Use all means necessary to insure the safe storage and use of paint materials.

- E. All soiled or used rags, waste and trash must be disposed off site every night and every precaution taken to avoid the danger of fire.
- F. All materials must be stored at above freezing temperature.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degrees F for 24 hours before, during, and 48 hours after application of finishes.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent.
- C. Application Temperature for Paints: 50 degrees F minimum, and 95 degrees F maximum.
- D. Application Temperature for Varnish and Other Natural Finishes: 65 degrees F minimum and 90 degrees F maximum.
- E. Provide lighting level of 80 ft. candles measured mid-height at substrate surface.
- F. Do not apply paint to areas where dust is being generated.

1.11 COORDINATION

- A. Coordinate work under provisions of Section 01 31 00.

1.12 EXTRA MATERIALS

- A. Furnish under provisions of Section 01 78 00 extra paint equaling approximately 10% of each color and gloss used in each coating material used, tightly sealed in clearly labeled containers.
- B. The additional material shall be properly packaged for long term storage and delivered to the Owner.

PART 2 - PRODUCTS

2.01 MANUFACTURER:

- A. Subject to compliance with requirements of this Specification Section, provide products listed herein from one of the following:
 - 1. Paint:
 - a. Sherwin Williams
 - b. Pittsburgh Paint (PPG Industries, Inc)
 - c. Benjamin Moore Paint
- B. Substitutions: Under provisions of Section 01 60 00.

2.02 COMPATIBILITY:

- A. All paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.
- B. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned.

2.03 MIXING AND TINTING:

- A. Accomplish job mixing and tinting only when acceptable to the Architect. Mix only in mixing pails placed in suitable sized non-ferrous or oxide resistant metal pans.
- B. Tints and all other additives or thinners shall be used only as recommended by the manufacturer of the paint and as approved by the Architect.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
- B. In the event of discrepancy, immediately notify the Architect.
- C. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.02 PREPARATION:

- A. General
 - 1. Prior to all surface preparation and painting operations, completely mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not schedule to receive paint.
 - 2. Remove all existing loose, flaking and poor condition paint by scraping and then sanding surface. Sand as required to feather edges of remaining paint.
 - 3. Spot prime all exposed nails and other metals that are to be painted with emulsion paints, using a primer recommended by the manufacturer of the coating system.
 - 4. Surface to be painted shall be thoroughly clean and dry. All concrete and masonry work shall be completely cured.
 - 5. All items concealing surfaces to be painted that are readily detachable shall be removed for the painting of said surface. Reinstall upon completion of space.
 - 6. Surfaces in spaces above suspended ceilings and chases are not required to be painted unless otherwise indicated.
 - 7. Doors shall be removed to paint the bottom edges.
 - 8. Provide minimum of one coat of primer and minimum of two coats of finish paint. The shop priming coat, as occurring, shall substitute for the field applied primer coat.

9. Complete coverage is required. Provide additional coats to areas that do not show complete coverage.
- B. Preparation of wood surfaces:
1. Clean all wood surfaces until they are free from dirt, oil, and all other foreign substance.
 2. Smooth all finished wood surfaces exposed to view, using the proper sandpaper.
 3. Where so required, use varying degrees of coarseness in sandpaper to produce uniformly textured and unmarred wood surfaces.
 4. On small, dry, seasoned knots, thoroughly scrape and clean the surface and apply one coat of good quality knot-sealer before application of the priming coat.
 5. On large, open, unseasoned knots, scrape off all pitch and thoroughly clean the area, followed by an application of one coat of good quality knot-sealer.
 6. Back prime all wood mouldings and trim.
 7. Fill nail holes, cracks, open joints and other defects with oil based putty after priming coat has dried. Color to match finish color.
- C. Preparation of metal surfaces:
1. Galvanized Metal
 - a. Clean all surfaces thoroughly with solvent until they are completely free from dirt, oil and grease.
 - b. Thoroughly treat the cleaned surface with phosphoric acid etch.
 - c. Remove all excess etching solution and allow to dry completely before application of paint.
 - d. Prepare surface in accordance with recommendations of directions of manufacturer of rust-inhibitive primer.
 - e. New galvanized metal is to be allowed to weather 6 months prior to coating. If weathering is not possible, clean with solvents per manufacturer's instructions, and verify test patch adhesion with Architect.
 2. Other Metals
 - a. Thoroughly clean all surfaces until they are completely free from dust, dirt, oil, loose rust and grease.
 - b. All shop-primed surfaces that have been marred or abraded shall be wire-brushed and touched up with the same material as the shop coat prior to painting of surfaces.
 3. Preparation of aluminum surfaces:
 - a. Thoroughly clean all surfaces per manufacturer's instructions until they are completely free from dirt, oil and grease.
 - b. Apply a test area, allow paint to dry one week before testing adhesion. If adhesion is poor, discuss solutions with Architect.
 - c. Do not use hydrocarbon solvents for cleaning.
- D. Preparation of Concrete and Masonry
1. Concrete and masonry shall be repaired before painting.

2. Dirt, fungus, grease and oil shall be removed prior to application of paint by washing with a solution composed of from 2 to 8 ounces of tri-sodium phosphate per gallon of hot water and then rinsing thoroughly with fresh water.
3. Efflorescence shall be removed from concrete and masonry surfaces by scraping, wire brushing and washing with 5 to 10 percent solution of muriatic acid and then washing thoroughly with fresh water.
4. Unless otherwise recommended by the manufacturer of the paint materials as approved, all concrete and masonry surfaces to be painted shall be given a neutralizing treatment consisting of 2 pounds of zinc-sulfate in one gallon of warm water. The neutralizer shall be applied liberally and allowed to dry, following which the surfaces shall be rinsed thoroughly with clean water and allowed to dry for not less than 48 hours before paint is applied.

E. Preparation of Gypsum Wallboard

1. All surfaces must be thoroughly clean and joint treatment dry.
2. Steel corner beads shall be spot primed before water based paint is applied.
3. Do not apply solvent based coatings directly over unpainted wallboard.

3.03 APPLICATION

A. General

1. Apply all paint in accordance with manufacturer's instructions.
2. Do not apply the initial coating until moisture-meter reading of the surface is within limits recommended by the paint materials manufacturer.
3. Allow sufficient drying time between coats in accordance with manufacturer's recommendations.
4. Oil base and Oleo resinous solvent type paints shall be considered dry for recoating when the paint feels firm, does not deform or feel sticky under moderate pressure of the thumb, and the application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
5. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
6. Sand, dust, and clean between coats to remove all defects visible to the unaided eye from a distance of five feet.
7. Finished surfaces shall be free from runs, drops, ridges, waves, laps, sags and unnecessary brush marks.
8. Slightly vary the color of succeeding coats.
9. Primer and intermediate coats shall be tinted to approximately the tint of finish coats.
10. Damaged painting shall be retouched before applying the succeeding coat.
11. Do not apply additional coats until completed coat has been inspected and approved by the Architect.
12. Only inspected and approved coats of paint will be considered in determining the number of coats applied.
13. Edges of paint abutting other materials or colors shall be clean and sharp with no overlapping.
14. Refinish entire wall where portion of finish has been damaged or is not acceptable.
15. Refinish all woodwork that has been removed and reset.

- 16. Paint all exposed, plastic drain pipes, electrical conduits, uninsulated metal piping, ceiling & wall access panels, sprinkler piping and ductwork, unless otherwise noted. Verify with Architect prior to painting these items.
- 17. Colors will be selected by Architect from manufacturer's full color palette.
- 18. Unlimited number of different colors allowed per project. Multiple colors are allowed per room. Opposite sides of door frames, window frames and doors may be painted different colors at Architect's discretion. Number of colors is to be determined by Architect and included in a color schedule that will be assembled after submittal of color sample fanex by the General Contractor prior to commencement of work.

3.04 CLEANING

- A. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material, the waste of equipment used to clean up the spill, and wash the surfaces to their original undamaged condition.
- B. After completion of the painting work, all glass shall be cleaned on both sides by professional window cleaners. The use of acid solution or water containing caustic soaps will not be permitted. The edge of compound shall not be disturbed by scrapers. Upon completion of contract, the glass shall be left whole, free of any defacements or rattle and shall be clean on both sides.
- C. Prior to final inspection visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.
- D. Paint storage space shall be thoroughly cleaned following the completion of all work.
- E. All waste materials shall be disposed of properly and in accordance with all Federal, State, and Local regulations. Do not dispose of waste materials in the building sanitary waste system.

3.05 WASTE MANAGEMENT

- A. Set aside extra paint for future color matches. All paint unused by the Contractor is to be delivered to the Owner in sealed containers.
- B. Close and tightly seal all partly used paint and finish containers and store in a well-ventilated, safe area at moderate temperature.
- C. Do not dispose of paints or solvents by pouring on ground. Place in designated containers for proper disposal.

3.06 PAINTING SCHEDULE

- A. Exterior: Based on Sherwin Williams Paints unless noted otherwise.
 - 1. Wood
 - 1st Coat: S-W A-100 Exterior Fast Dry Alkyd Wood Primer
(4 mils wet, 2.2 mils dry)
 - 2nd & 3rd Coats: S-W Resilience Latex Satin K43 Series
(4 mils wet, 1.52 mils dry per coat)

2. Ferrous Metals
1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1300 Series
(5-10 mils wet, 2-4 mils dry)
2nd & 3rd Coats: S-W Pro Industrial DTM Acrylic Semi-Gloss, B66-1150 Series
(6.0 mils wet, 2.5mils dry)
 3. Galvanized Metal (designated to be painted)
1st Coat: S-W Pro Industrial Pro-Cryl Universal Primer, B66-1300 Series
(5-10 mils wet, 2-4 mils dry)
2nd & 3rd Coats: S-W Pro Industrial DTM Acrylic Semi-Gloss, B66-1150 Series
(6 mils wet, 2.4 mils dry per coat)
 4. Concrete and Masonry Walls
1st Coat: S-W Loxon Block Surfacer
(50 – 100 sq ft/gal)
2nd & 3rd Coats: S-W Resilience Latex Satin K43 Series
(4 mils wet, 1.52 mils dry per coat)
 5. Aluminum
1 coat - Spray Application: S-W DTM Bonding Primer, B66A50
(5 mils wet, 2 mils dry minimum)
2 coats - Spray Application: S-W Pro Industrial DTM Acrylic Semi-Gloss B66- Series
(6 mils wet, 2.5 mils dry per coat minimum)
- B. Interior: Based on Sherwin Williams Paints unless noted otherwise.
1. CEMENT - (Walls & Ceilings, Poured Concrete, Precast Concrete, Unglazed Brick, Cement Board, Cast-In-Place)
Eg-Shel / Satin Finish
1st Coat: S-W Loxon Block Surfacer
(16 mils wet, 8 mils dry)
2nd & 3rd Coats: S-W ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series,
(4 mils wet, 1.6 mils dry per coat)
 2. METAL - (Doors & frames, Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous & Ornamental Iron, Structural Iron, Ferrous Metal, steel pipe railings) (exposed, uninsulated metal piping and ductwork)
Semi-gloss Finish
1st Coat: S-W ProCryl Universal Primer, B66-310 Series (110 g/L)
(2-4 mils dry)
2nd & 3rd Coats: S-W Pro Industrial DTM Acrylic Semi-gloss B66-1150 Series
(6.0 mils wet, 2.5mils dry)

3. WOOD - (Trim)
Semi-gloss
1st Coat: S-W Premium Wall & Wood Primer B28 Series
(4 mils wet, 1.5 mils dry per coat)
2nd & 3rd Coats: S-W ProMar 200 Zero VOC Latex Semi-gloss B31-2600 Series
(4 mils wet, 1.7 mils dry per coat)

4. DRYWALL - (Walls, Gypsum Board, etc.)
Eg-Shell / Satin Finish
1st Coat: S-W ProMar 200 Zero VOC Interior Latex Primer, B28W2600
(4 mils wet, 1.5 mils dry).
2nd & 3rd Coats: S-W ProMar 200 Zero VOC Latex Eg-Shel B20-2600 Series
(4 mils wet, 1.7 mils dry per coat)

5. CONCRETE BLOCK
Semi-gloss Finish
1st Coat: S-W Loxon Block Surfacer
(16 mils wet, 8 mils dry)
2nd & 3rd Coats: S-W ProMar 200 Zero VOC Latex Semi-gloss B31-2600 Series
(4 mils wet, 1.7 mils dry per coat)

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SECTION 12 24 13

ROLL-UP WINDOW SHADES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section includes: Manually operated, roll-up fabric window shades including mounting and operating hardware.

1.02 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
 - 1. List of proposed products and product data.
 - 2. Shop drawings showing window openings, dimensions, and attachment method.
 - 3. Samples of fabrics and metal finishes.
 - 4. Window Shade Schedule listing rooms, field verified window dimensions, quantities, type of shade, fabric, and color.
 - 5. Manufacturer's installation and maintenance instructions.

1.03 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing the products specified in this section with minimum of five years documented experience.

1.04 REGULATORY REQUIREMENTS

- A. Conform to all applicable Federal, State and local codes and laws.
- B. Fabric must meet state fire retardant requirements.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01 60 00.
- B. Do not deliver window shades until building is enclosed and construction within spaces where shades will be installed is substantially complete.
- C. Deliver products in manufacturer's original, unopened, undamaged containers with labels intact.
- D. Label containers and shades according to Window Shade Schedule.

1.06 FIELD MEASUREMENTS

- A. Verify that field measurements are as indicated on drawings. Any inconsistencies shall be reported to the architect prior to installation.

1.07 WARRANTY

- A. Provide under provisions of Section 01 78 00: 5 years warranty against defects in materials and workmanship for clutch operating mechanism.

PARTS 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. Draper, Inc.
 - 1. Model: Clutch Operated FlexShade
- B. Substitutions: Under provisions of Section 01 60 00.

2.02 MANUALLY OPERATED WINDOW SHADES

- A. Type: Manually operated, vertical roll-up, fabric window shade with bead chain and clutch operating mechanism, mounting brackets, fasteners, and other components necessary for complete installation.
- B. Method of installation: Mounted inside of window opening and extending from head to sill and jamb to jamb.
- C. Operation: Bead chain and clutch operating mechanism allowing shade to stop when chain is released. Designed never to need adjustment or lubrication. Provide preset limit stops to prevent shade from being raised or lowered too far.
 - 1. Clutch mechanism: Fabricated from high carbon steel and molded fiberglass reinforced polyester or injected molded nylon.
 - 2. Control loop: nylon bead chain hanging at side of window. Color selected by Architect from manufacturer's standard colors.
NOTE: Provide spring-loaded chain tension device with each loop.
 - 3. Chain location: Right hand side when facing window from interior.
- D. Shade size: As required for size of windows indicated on Drawings. Verify dimensions of windows at site prior to fabrication.
- E. Roller: Fabricated from extruded aluminum, galvanized steel, or enameled steel. Diameter, wall thickness, and material selected by manufacturer to accommodate shade type and size. Provide roller idler assembly of molded nylon and zinc-plated steel pin. Provide sliding pin to allow easy installation and removal of roller.

- F. Brackets: Plated stamped steel suitable for mounting to wall or jamb. Provide size compatible with roller size and with fasteners appropriate for installation conditions. Provide bracket covers. Color selected by Architect.
- G. Provide 3 7/8" fascia with associated endcaps. Color as selected by Architect from manufacturer's standard colors.
- H. Shade slat: Minimum 1/8 by 1 inch aluminum slat encased in heat seamed hem and sealed ends.

2.03 FABRIC

- A. Opaque Material:
Draper Opaque SunBloc Series SB9100 (Duopak)
 - 1. Room-darkening fabric constructed of tough, close woven fiberglass coated on both sides with durable, sun-resistant, flexible vinyl. Flame, fade and mildew resistant, washable and tear proof. Opaque 12 oz./ sq. yd. 72" roll width. Fire rating: NFPA-701 1006-Test 1. White on outside, inside color selected by Architect.
- B. Color: As selected by Architect from manufacturer's standard colors.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Field verify window dimensions prior to fabrication.
- B. Coordinate requirements for blocking and structural supports to ensure adequate means for installation of window shades.

3.02 INSTALLATION

- A. Install window shades at locations indicated in window shade schedule and approved shop drawings.
- B. Install in accordance with shade manufacturer's written instructions and approved shop drawings.

3.03 ADJUSTING AND CLEANING

- A. Operate shade through complete cycle of lowering, stopping, and rising to ensure proper operation. Adjust as required for smooth operation.
- B. Clean shade assemblies and protect from damage from construction operations. If damage occurs, remove and replace damaged components or entire unit as required to provide units in their original, undamaged condition.
- C. Clean under provisions of Section 01 70 00.

3.04 PROTECTION OF FINISHED WORK

- A. Protect finished product and work under provisions of Section 01 70 00.

3.05 WINDOW SHADE SCHEDULE

- A. Provide Opaque material shades full height on all exterior windows in five rooms as noted on the drawings.

END OF SECTION