

PROJECT MANUAL

**Ranger Hall
Sanitary Waste System**

**University of Rhode Island
Kingston Campus**

January 4, 2024



T&B Job Number: R0318059A
URI Job Number: KC.G.RANG.2021.001

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

In care of: Office of Capital Projects or Office of Campus Planning
University of Rhode Island
60 Tootell Rd.
Kingston, RI 02881
Attn: Paul M. DePace, PE, Director, 401.874.2725

Design Agent: Tighe & Bond, Inc.
53 Southampton Rd.
Westfield, MA 01085
413-562-1600

PROJECT MANUAL

Ranger Hall Sanitary Waste System

University of Rhode Island Kingston Campus

January 4, 2024

T&B Job Number: R0318059A
URI Job Number: KC.RANG.2021.001

DOCUMENT 00 0115 - LIST OF DRAWINGS

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|-----------------|--|-----------------|
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| | Plumbing | |
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| PD-101 | Plumbing Demolition Basement Plan | January 4, 2024 |
| P-101 | Plumbing Basement Plans | January 4, 2024 |

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END OF DOCUMENT

Tighe & Bond, Inc.

Standard Contract Documents-URI Bid
Ranger Hall Sanitary Waste System
URI Proj. #KC.G.RANG.2021.001

DOCUMENT 00 5200 – AGREEMENT FORM

PART 1 – GENERAL

- 1.1 The Agreement Form to be utilized on this project is AIA Document A101-2007 as amended, a copy of which follows this page.

END OF DOCUMENT



AIA[®] Document A101[™] – 2017

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

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

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

**State of Rhode Island One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
401.578.8100 (telephone); 401.574.8387 (facsimile)
www.puchasing.ri.gov**

acting by and through,

**The University of Rhode Island Purchasing Department
10 Tootell Road
Kingston, Rhode Island 02881
401.874.2171 (telephone); 401.874.2306 (facsimile)
http://web.uri.edu/purchasing/**

**and
Rhode Island Council on Postsecondary Education
560 Jefferson Boulevard, Suite 100
Warwick, Rhode Island 02886
401.456.6000 (telephone); 401.732.3541 (facsimile)**

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

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

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

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

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

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

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

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

The Owner and Contractor agree as follows.



Init.

/

| (Paragraph Deleted)

| The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 THE WORK OF THIS CONTRACT**
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
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- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

| **§ 3.1** The date of commencement of the Work shall
| be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the
| (Paragraph Deleted)

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

| (Paragraphs Deleted)

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

§ 3.3 Substantial Completion

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

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

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

Init.

[] By the following date:

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

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

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

| Item | Price |
|------|-------|
|------|-------|

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

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

§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum. *(Paragraph Deleted)*

(Table Deleted)

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

(Table Deleted)

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

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

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

| Phase | Liquidated Damages Sum |
|-------|------------------------|
|-------|------------------------|

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

§ 4.6 Other:
(Paragraph Deleted)

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

(Paragraph Deleted)

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

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

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

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

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

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007 as modified by the Owner;

Init.

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User Notes:

(3B9ADA40)

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

§ 5.1.7 Retainage

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

(Paragraph Deleted)

§ 5.1.7.1.1 Deleted.

(Paragraph Deleted)

§ 5.1.7.2 Deleted.

(Paragraph Deleted)

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

(Paragraph Deleted)

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

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

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

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

§ 5.2 Final Payment

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

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

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

Init.

§ 5.3 Interest

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

§ 5.4 Owner’s Rights

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

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

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The University of Rhode Island Vice President for Administration and Finance pursuant to the provisions of the “Delegation of Limited Procurement Authority,” dated January 19, 2018 and the provisions of the “State Purchases Act,” R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision

Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 6.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 6.3 of any Claim arising prior to the date final payment is due.

§ 6.2 Mediation

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 6.3, the Contractor shall have the

option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of

such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

(Paragraph Deleted)

§ 6.3 Binding Dispute Resolution

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 Deleted.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 Representatives for the Owner

§ 8.2.1 The Owner’s representative:

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

**The University of Rhode Island, Purchasing Department
10 Tootell Road
Kingston, Rhode Island 02881
Paul M. DePace, PE
401.874.2725 (telephone)**

§ 8.2.2 The User Agency’s representative:

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

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

§ 8.2.3 The Design Agent’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

Init.

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

§ 8.6 Deleted.

§ 8.7 Other provisions:

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

.1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possess sufficient working capital to perform their obligations under the Contract Documents.

.2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.

.3 *The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.*

.4 The execution of this Agreement and its performance is within its duly authorized powers.

.5 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.

.6 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of a contractor possessing such experience and expertise.

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

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

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

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

.2 Deleted.

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

.4 Deleted.

.5 Drawings

(Table Deleted)

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

.6 Specifications

(Table Deleted)

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

.7 Addenda, if
(Table Deleted)

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

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

.9 Other documents listed below:

(Paragraph Deleted)

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

(Paragraph Deleted)

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

(Table Deleted)

.3 The Purchase Order issued by the Owner.

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

(Table Deleted)

(Paragraph Deleted)

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

ARTICLE 10 BENEFITS OF AGREEMENT

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

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

Init.

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

**THE STATE OF RHODE ISLAND, acting by
and through THE UNIVERSITY OF RHODE
ISLAND PURCHASING DEPARTMENT and
RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION**

OWNER *(Signature)*

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

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

Init.

/

Tighe & Bond, Inc.

Standard Contract Documents-URI Bid
Ranger Hall Sanitary Waste System
URI Proj. #KC.G.RANG.2021.001

DOCUMENT 00 6140 - WAIVER OF LIEN FORM

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

WAIVER OF LIEN FORM - Material or Labor

Rev. 1/2/14
January 4, 2024

WAIVER OF LIEN FORM
00 6140-1

UNIVERSITY OF RHODE ISLAND

Construction Project Title: _____

General Contractor: _____

Subcontractor/Supplier: _____

DUNS No.: _____

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

Schedule of Values Line Item No.: _____

DESCRIPTION OF WORK Heading: _____

Total payment Received, Including Current Payment: \$ _____

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

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

Signed on this _____ day of _____, 20__.

(signature)

(firm name)

END OF DOCUMENT

DOCUMENT 00 7000 – GENERAL CONDITIONS

PART 1 – GENERAL

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

END OF DOCUMENT



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

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

THE OWNER:

(Name, legal status and address)

State of Rhode Island
One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
(401) 574-8100 (telephone)
(401) 574-8387 (facsimile)

(Paragraphs deleted)

acting by and through

(Paragraphs deleted)

The University of Rhode Island Purchasing Department

(Paragraphs deleted)

10 Tootell Road
Kingston, Rhode Island 02881
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(Paragraph deleted)

and

Rhode Island Council on Postsecondary Education
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(401) 456-6000 (telephone)
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On behalf of the User Agency

THE USER AGENCY

(Paragraphs deleted)

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

The University of Rhode Island

(Paragraphs deleted)

Office of Capital Projects

(Paragraphs deleted)

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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.

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THE Design Agent:

(Paragraphs deleted)

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

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

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

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

- .1 Modifications (if any).
- .2 The Purchase Order.
- .3 The Agreement.
- .4 The Solicitation, including any Addenda, and the Specifications and Drawings
- .5 The Supplementary Conditions (if any).
- .6 The General Conditions.
- .7 The Bid Proposal.

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

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

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

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

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express

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authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

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

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

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

§ 2.2.5 Deleted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

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

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

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

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

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

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

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the name and qualifications of a proposed superintendent. The Design Agent may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to the proposed superintendent or (2) that the Design Agent requires additional time to review. Failure of the Design Agent to reply within the 14 working-day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Design Agent that the Contractor has (1) reviewed and approved them, (2) determined and verified

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materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the State of Rhode Island, and each executive, legislative, judicial, regulatory, and administrative body of the state, and any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, and fire district, and other agency of Rhode Island state, municipal, and local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic, including without limitation, the User Agency, their elected and appointed officials, members, employees, and agents, the Design Agent, the Design Agent's Consultants, Subconsultants, and Subcontractors, and agents and employees and any of them from and against any and all claims, demands, damages, liabilities, judgments, losses and expenses, including but not limited to attorneys' fees and costs of mediation, arbitration, and/or litigation, arising out of or resulting from performance of the Work, and/or the obligations of the under the Contract Documents, but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not any such claim, demand, damage, liability, judgment, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

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

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

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

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

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

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

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

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

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

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

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

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

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

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

(Paragraph deleted)

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

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

§ 7.3.4 Deleted.

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

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

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

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

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

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

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

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

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- .1 For the Contractor, for work performed by the Contractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's Subcontractors, an amount not to exceed five (5%) of the amount due to the Subcontractors.
- .3 For each Subcontractor, for work performed by the Subcontractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .4 Where the Work represents both additions and deletions and results in a net increase, the allowable overhead and profit shall be in accordance with this Section 7.3.11, but in no event shall the amount exceed fifteen (15%) percent of the net increase in the cost of the Work.

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

(Paragraph deleted)

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

§ 8.1.4 Deleted.

§ 8.2 PROGRESS AND COMPLETION

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

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

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

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

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

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

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

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

§ 9.6 PROGRESS PAYMENTS

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

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

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

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

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

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

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

§ 9.7 FAILURE OF PAYMENT

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

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish

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responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

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

§ 9.9 PARTIAL OCCUPANCY OR USE

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

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) all other close-out documents required by the Owner, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the

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Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

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

§ 11.1.3 Certificates of insurance as specified in the Solicitation and as otherwise acceptable to the Owner shall be filed with the Owner and the User Agency prior to commencement of the Work and thereafter upon renewal or replacement

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE.

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

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

§ 11.3 PROPERTY INSURANCE

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

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

§ 11.3.1.2 Deleted.

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

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

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

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

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

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

§ 11.3.7 WAIVERS OF SUBROGATION

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

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

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

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convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

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

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

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

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an

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independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Design Agent timely notice of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

§ 14.1.2 Deleted.

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

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

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

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

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

§ 14.3.2 The
(Paragraphs deleted)

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

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

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

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

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

§ 15.1.6

(Paragraphs deleted)

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§ 15.2 INITIAL DECISION

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The University of Rhode Island Vice President for Administration and Finance appointed pursuant to the provisions of the "Delegation of Limited Procurement Authority," dated January 19, 2018, will serve as the Initial Decision Maker in accordance with the provisions of the "Delegations of Limited Procurement Authority," State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 15.3.1 of any Claim arising prior to the date final payment is due.

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

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

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

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

(Paragraphs deleted)

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

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

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DOCUMENT 00 7200 – URI STANDARD DOCUMENTS

PART 1 – GENERAL

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

URI Sexual Harassment Policy
Manual for Construction Project Safety Procedures
Hot Work Procedure
Managing Fire Protection System Impairment
URI Water System Regulations/Policies

END OF DOCUMENT

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.01 PROJECT

- A. See Bid Form for official Project Information.
- B. The Project consists of the construction of the following types of work:
 - 1. Structural
 - 2. Plumbing

1.02 CONTRACT DESCRIPTION

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

1.03 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings plus as specified in Section 02 2250.
- B. Scope of alterations work is shown on drawings and/or as specified herein.
- E. Structural Modifications: Demolish portion of concrete floor, concrete slab repair
- F. Plumbing Modifications: Demolish below and above slab sanitary waste piping, Install new below and above slab sanitary waste piping, floor cleanouts, etc.

1.04 OWNER OCCUPANCY/SCHEDULE

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

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings. Coordinate with Attachment A following this section. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.
- B. Arrange use of site and premises to allow:
 - 1. Adjacent projects to progress as planned for the Owner.
 - 2. Use of street and adjacent properties by the Public.
 - 3. Continued operation of the facility in accordance with Attachment A.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Maintain appropriate egress for workforce and users of the facility.

2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.

D. Time Restrictions:

1. Limit conduct of especially noisy work when events are in process.
2. Night and weekend work is not allowed.
3. Refer to Attachment A following this section for building specific scheduling restrictions

E. Utility Outages and Shutdown:

1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
2. Prevent accidental disruption of utility services to other facilities.
3. Contractor to provide written notification on Fire Sprinkler and Alarm System Impairment Notification Form following this section as Attachment B.

1.06 ITEMS TO BE SALVAGED

- A. *None*

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF MAIN SECTION – See Attachment A following.

Attachment A – 01 1010

NOTE:

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

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

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

BASEMENT:

The basement has unrestricted access.

Remaining Floors:

The remaining floors have limited restriction.

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 ALLOWANCES

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

1.03 TESTING AND INSPECTION ALLOWANCE

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

1.04 SCHEDULE OF VALUES

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

1.05 APPLICATIONS FOR PAYMENT

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

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

1.06 WARRANTY INSPECTION RETAINAGE

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

1.07 SALES TAX EXEMPTION

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

1.08 CHANGE PROCEDURES

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

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

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

1.10 UNIT PRICES

- A. See Attachment A.

1.11 ALTERNATES

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 2010 PRICE AND PAYMENT PROCEDURES - Attachment A

A. Allowances

1. None

B. Testing Allowance

1. None

C. Unit Prices

1. None

D. Alternates

1. None

E. Payroll Reporting

1. Forms for the submission of Certified Payroll Records may be found from the Rhode Island [Prevailing Wage Website](#) in either PDF or Excel formats. These forms must be used on monthly submittals.

2. Identify Apprenticeship hours required under RIGL 37-13-3.1 for all contracts over \$1million in value.

3. A Minority Utilization Report for minority subcontractors must be included. Use the form provided as Attachment B.

E. Warranty Inspection Retainage

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

END OF ATTACHMENT

MBE Compliance Office Attachment B – 01 2020
1 Capitol Hill, 2nd Floor
Providence, RI 02908
401-574-8670, 401-574-8387 (fax)

www.mbe.ri.gov (website)

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

Contractor/Vendor Name: _____

Project Name & Location: _____

Original Prime Contract Amount: \$ _____

Current Prime Contract Amount: _____

| MBE/WBE Subcontractor | Original Contract Amount | Change Orders | Revised Contract Value | % Completed To Date | Amount Paid To Date | Amount Due | Retainage % | Retainage Amount | Explanation |
|-----------------------|--------------------------|---------------|------------------------|---------------------|---------------------|------------|-------------|------------------|-------------|
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I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

_____ Signature _____ Date

_____ Printed Name

Notary Certificate:

Sworn before me this _____ day of _____, 2012.

_____ Notary Signature

_____ Commission Expires

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

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

END OF ATTACHMENT

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SITE ADMINISTRATION

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

1.03 COORDINATION AND PROJECT CONDITIONS

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

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

1.04 PRECONSTRUCTION MEETING

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

1.05 SITE MOBILIZATION MEETING

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

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

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

1.06 PROGRESS MEETINGS

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

1.07 PREINSTALLATION MEETINGS

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

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A

A. Pre-installation Meetings

1. The following items of work will require pre-installation meetings:
None

END OF ATTACHMENT

01 3020 ADMINISTRATIVE REQUIREMENTS - Attachment B
Small Project Changes

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

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

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

END OF ATTACHMENT

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTAL PROCEDURES

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

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

1.03 CONSTRUCTION PROGRESS SCHEDULES

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

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

1.04 PROPOSED PRODUCTS LIST

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

1.05 PRODUCT DATA

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

1.06 SHOP DRAWINGS

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

1.07 SAMPLES

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

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

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

1.08 TEST REPORTS

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

1.09 DESIGN DATA

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

1.10 CERTIFICATES

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

1.10 MANUFACTURER'S INSTRUCTIONS

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

1.11 MANUFACTURER'S FIELD REPORTS

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

1.12 DIGITAL PHOTOGRAPHS

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

1.13 ERECTION DRAWINGS

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 3310 SUBMITTAL PROCEDURES - Attachment A

A. Submittal List not provided.

1. Submittal list not provided. Contractor shall prepare a full list of submittals required for the project.

END OF ATTACHMENT

01 3320 SUBMITTAL PROCEDURES - Attachment B

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

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

C. Replace subparagraph 1.02 B with the following:

“Transmit each submittal with a dated Design Agent supplied transmittal form, provided as Attachment C following.”

D. Replace subparagraph 1.02 F with the following:

“Upload the electronic submittals via Procore. Access to Procore will be provided by the Engineer. Files must be in .pdf format. The submittals will be returned in electronic .pdf format via Procore.”

E. Delete paragraphs 1.12 and 1.13.

END OF ATTACHMENT

Attachment C

SUBMITTAL CERTIFICATION FORM

PROJECT: _____
ENGINEER: _____ ENGINEER'S PROJECT NO.: _____
CONTRACTOR: _____ CONTRACTOR'S PROJECT
NO.: _____

TRANSMITTAL NO.: _____ SUBMITTAL NO.: _____
SPECIFICATION NO.: _____ DRAWING NO: _____
DESCRIPTION: _____
MANUFACTURER: _____

The above referenced submittal has been reviewed by the undersigned and I/we certify that the materials and/or equipment meets or exceeds the project specification requirements; that field measurements, dimensions, quantities, specified performance criteria, installation requirements, materials, catalog numbers and related materials have been verified; that all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work has been determined and verified; that review includes all information related to the contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety; and item has been coordinated with the overall project with:

- NO DEVIATIONS

- A COMPLETE LIST OF DEVIATIONS AS FOLLOWS:

SUBMITTED BY: _____ DATE: _____

| |
|----------------------------|
| GENERAL CONTRACTOR'S STAMP |
|----------------------------|

SECTION 01 4000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

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

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

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

1.04 TOLERANCES

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

1.05 REFERENCES

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

1.06 TESTING AND INSPECTION SERVICES

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

Documents.

5. Promptly notify the Design Agent, Consultant and the Contractor of observed irregularities or non-conformance of the Work or products.
 6. Perform additional tests required by the Design Agent or its Consultants.
 7. Attend the preconstruction meetings and the progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, and to the Contractor. When requested by the Design Agent, provide an interpretation of the test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in the Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 4. Agency or laboratory may not assume any duties of the Contractor.
 5. Agency or laboratory has no authority to stop the Work.
- 1.08 MANUFACTURERS' FIELD SERVICES
- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit the qualifications of the observer to the Design Agent 30 days in advance of the required observations. Observer is subject to approval of the Design Agent.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01 3300 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

1.09 MOCK-UP REQUIREMENTS

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 4010 QUALITY REQUIREMENTS - Attachment A

A. Base Bid Testing Requirements List

1. *None*

B. Additional Owner-Authorized Testing Requirements List

1. *None*

END OF ATTACHMENT

01 4020 QUALITY REQUIREMENTS - Attachment B

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

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

END OF ATTACHMENT

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Telephone service.
 - 7. Temporary water service.
 - 8. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Hoisting.
 - 3. Parking/Traffic.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Traffic regulation.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Fire detection.
 - 5. Water control.
 - 6. Dust control.
 - 7. Erosion and sediment control.
 - 8. Noise control.
 - 9. Pest control.
 - 10. Pollution control.
 - 11. Rodent control.

- D. Removal of utilities, facilities, and controls with reseeded and repair of grounds.

- E. See Attachment A for any modifications.

1.02 TEMPORARY ELECTRICITY

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

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

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

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

1.04 TEMPORARY HEATING

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

1.05 TEMPORARY COOLING

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

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

1.06 TEMPORARY VENTILATION

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

1.07 TELEPHONE SERVICE

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

1.08 TEMPORARY WATER SERVICE

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

1.09 TEMPORARY SANITARY FACILITIES

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

1.10 FIELD OFFICES AND SHEDS

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

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1.11 HOISTING

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

1.12 PARKING/TRAFFIC

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

1.13 PROGRESS CLEANING AND WASTE REMOVAL

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

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

1.14 PROJECT IDENTIFICATION

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

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

1.15 TRAFFIC REGULATION

A. Signs, Signals, and Devices:

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

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

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

D. Haul Routes:

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

E. Traffic Signs and Signals:

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

F. Removal:

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

1.16 BARRIERS

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

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

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

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

1.17 ENCLOSURES AND FENCING

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

1.18 SECURITY

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

1.19 FIRE DETECTION

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

1.20 WATER CONTROL

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

1.21 DUST CONTROL

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

1.22 EROSION AND SEDIMENT CONTROL

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

1.23 NOISE CONTROL

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

1.24 PEST CONTROL

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

1.25 POLLUTION CONTROL

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

1.26 RODENT CONTROL

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

1.27 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 5010 TEMPORARY FACILITIES AND CONTROLS - ATTACHMENT A

1.01 SECTION INCLUDES

No modifications

END OF ATTACHMENT

01 5020 TEMPORARY FACILITIES AND CONTROLS - Attachment B

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete all lines 1.01 A.1 thru 8 and B.1 thru 6. Delete paragraph 1.01 C.
- C. Delete 1.02 B, C, D and E. Delete 1.03 A and B. Power distribution work not required.
- D. Delete subparagraphs 1.10 C and D. No field offices temporary utilities anticipated on small projects.
- E. Delete paragraph 1.11 Hoisting.
- F. Delete subparagraphs 1.12 H and I.
- G. Delete paragraphs 1.14, 1.15, 1.16, 1.17, 1.20, 1.21, 1.22, 1.24, 1.26 and subparagraph 1.27 B, assuming that most small projects do not involve enclosure requirements or exterior/sitework changes.

END OF ATTACHMENT

SECTION 01 6000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 PRODUCTS

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

1.03 PRODUCT DELIVERY REQUIREMENTS

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

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

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

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

1.05 PRODUCT OPTIONS

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

1.06 PRODUCT SUBSTITUTION PROCEDURES

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

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 6010 PRODUCT REQUIREMENTS - Attachment A

A. No variations in this section for this Project.

END OF ATTACHMENT

01 6020 PRODUCT REQUIREMENTS - Attachment B

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

B. No amendments are necessary in the Section due to project size. See Attachment A for project specific amendments.

END OF ATTACHMENT

SECTION 01 7000 - EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 EXAMINATION

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

1.03 PREPARATION

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

1.04 FIELD ENGINEERING

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

1.05 PROTECTION OF ADJACENT CONSTRUCTION

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

1.06 CUTTING AND PATCHING

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

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

1.07 SPECIAL PROCEDURES

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

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

1.08 STARTING AND ADJUSTING OF SYSTEMS

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

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

1.09 DEMONSTRATION AND INSTRUCTIONS

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

1.10 TESTING, ADJUSTING, AND BALANCING

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

1.11 PROTECTING INSTALLED CONSTRUCTION

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

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 7010 EXECUTION REQUIREMENTS - Attachment A

A. Daily Attendance Form

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

END OF ATTACHMENT

01 7020 EXECUTION REQUIREMENTS - Attachment B
Small Project Changes

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

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

END OF ATTACHMENT

SECTION 01 7320**WASTE MANAGEMENT****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

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

1.02 RELATED REQUIREMENTS

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

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

1.03 DEFINITIONS

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

1.04 SUBMITTALS

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

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

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

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

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

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

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

END OF SECTION

01 7330 WASTE MANAGEMENT - Attachment A

A. No variations in this section for this Project.

END OF ATTACHMENT

01 7331 WASTE MANAGEMENT - Attachment B
Small Project Changes

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

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

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

END OF ATTACHMENT

SECTION 01 7800 - CLOSEOUT REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

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

1.02 CLOSEOUT PROCEDURES

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

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

1.03 QUALITY ASSURANCE

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

1.04 MAINTENANCE SERVICE

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

1.05 OWNER'S MANUALS

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

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

1.06 OPERATIONS AND MAINTENANCE MANUALS

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

1.07 MATERIALS AND FINISHES MANUALS

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

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

1.08 EQUIPMENT AND SYSTEMS MANUALS

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

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

1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

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

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

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

1.11 PROJECT RECORD DOCUMENTS

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

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

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

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

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 7810 CLOSEOUT REQUIREMENTS - Attachment A

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

END OF ATTACHMENT

01 7820 CLOSEOUT REQUIREMENTS - Attachment B
Small Project Changes

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

B. Delete subparagraph 1.02 A. Additional certification is not required.

C. Delete lines 1.02 C.1 and 3. Only the final release of liens remains as a requirement from this paragraph.

D. Delete paragraph 1.03. General knowledge of construction is sufficient.

E. Delete subparagraph 1.05 E. No preliminary submittal is required.

F. In subparagraph 1.11 F, end the first sentence after “construction”, and delete the lines 1 thru 5. Record changes to the work as clearly as possible to facilitate future work.

END OF ATTACHMENT

DIVISION 2 - SITE WORK

SECTION 02315

EXCAVATION, BACKFILL, COMPACTION AND DEWATERING

1.1 SUMMARY

- A. Section Includes
 - 1. Excavation, backfill and compaction for subsurface utilities
 - 2. Excavation, backfill and compaction for the abandonment of existing pipe
 - 3. Temporary dewatering systems
- B. Related Sections
 - 1. Section 02320 - Borrow Materials

1.2 REFERENCES

- A. ASTM D1557-07 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³))
- B. ASTM D1556-07 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
- C. ASTM D2487-06e1 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- D. ASTM D6938-08a - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- E. 29 CFR Part 1926 Subpart P - OSHA Excavation Regulations 1926.650 through 1926.652 including Appendices A through F

1.3 DEFINITIONS

- A. Excavation - Any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.
- B. Registered Professional Engineer - A person who is registered as a professional engineer in the state where the work is to be performed. However, a professional engineer, registered in any state is deemed to be a "registered professional engineer" within the meaning of this standard when approving designs for "manufactured protective systems" or "tabulated data" to be used in interstate commerce.
- C. Trench - A narrow excavation (in relation to its length) made below the surface of the ground, of at least three feet in depth. In general, the depth is greater than the width, but the width of a trench (measured at the bottom) is not greater than 15 feet (4.6 m).

1.4 SUBMITTALS

- A. Mix design for the controlled density fill.

1.5 QUALITY ASSURANCE

- A. All Excavation, Trenching, and related Earth Retention Systems shall comply with the requirements of OSHA excavation safety standards (29 CFR Part 1926 Subpart P).

1.6 PROJECT CONDITIONS

- A. Make explorations and Excavations to determine the location of existing underground pipes and other underground utilities in accordance with Paragraph 3.2.D of this Section.

PART 2 PRODUCTS

2.1 CONTROLLED DENSITY FILL

- A. Controlled density fill shall be flowable, excavatable and shall require no vibration for placement. Compressive strength at 28 days shall be 30 to 80 psi and the slump shall be 10 to 12 inches.

PART 3 EXECUTION

3.1 PREPARATION

- A. Public Safety and Convenience
 1. Take precautions for preventing injuries to persons or damage to property in or about the Work.
 2. Provide safe access for the Owner and Engineer at site during construction.

3.2 CONSTRUCTION

- A. Excavation
 1. Perform excavation to the lines and grades indicated on the Drawings. Backfill unauthorized over-excavation in accordance with the provisions of this Section.
 2. Excavate with equipment selected to minimize damage to existing utilities or other facilities. Hand excavate as necessary to locate utilities or avoid damage.
 3. Sawcut the existing concrete slab in the vicinity of the excavation prior to the start of excavation in slab areas, so as to prevent damage to the concrete outside the requirements of construction.
 4. Excavated material is not required for backfill shall be removed from the site.
 5. Make pipe trenches as narrow as practicable and keep the sides of the trenches undisturbed until backfilling has been completed.
 6. Provide ½-inch crushed stone borrow, conforming to the requirements of Section 02320, around the newly installed pipe. The crushed stone shall be installed 6-inches above and below the pipe in accordance with the drawings.
 7. The remainder of the trench from 6-inch above the pipe to the bottom of the slab shall be filled with excavatable controlled density fill.
 8. Do not drop large masses of backfill material into the trench endangering the pipe or adjacent utilities.

END OF SECTION

SECTION 02320

BORROW MATERIALS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Sand Borrow
 - 2. Stone Borrow
- B. Related Sections
 - 1. Section 02315 – Excavation, Backfill, Compaction and Dewatering

1.2 REFERENCES

- A. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- B. ASTM C117 - Standard Test Method for Materials Finer than 75 μm (No. 200) Sieve in Mineral Aggregates by Washing
- C. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil using Standard Effort (12,400 ft-lbf/ft³)
- D. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
- E. ASTM D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb./ft³)
- F. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head)
- G. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
- H. ASTM D6938 - Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- I. AASHTO – Standard Specification for Transportation Materials and Methods of Sampling and Testing, 1986 Edition as amended

1.3 SUBMITTALS

- A. Representative Samples of borrow materials taken from the source. Tag, label, and package the Samples as requested by Engineer. Provide access to the borrow site for field evaluation and inspection.
- B. Provide modified proctor analysis (ASTM D1557) from certified soils testing laboratory for all borrow materials.
 - 1. All other borrow materials shall be tested once unless more frequent testing is deemed necessary by the Engineer or Owner due to material variation.

1.4 QUALITY ASSURANCE

- A. No borrow shall be placed prior to the approval of Samples by the Engineer.

1.5 PROJECT/SITE CONDITIONS

A. Existing Conditions

1. Comply with any environmental requirements and restrictions.
2. Keep all public and private roadway surfaces clean during hauling operations and promptly and thoroughly remove any borrow or other debris that may be brought upon the surface before it becomes compacted by traffic. Frequently clean and keep clean the wheels of all vehicles used for hauling to avoid bringing any dirt upon the paved surfaces.

PART 2 PRODUCTS

2.1 SAND BORROW

- A. Sand Borrow material shall be supplied from an off-site borrow area approved by the Engineer. Testing of the off-site Sand Borrow shall be at the Contractor's expense.
- B. Sand Borrow shall consist of clean, inert, hard, durable grains of quartz or other hard, durable, rock, free from loam or clay, surface coatings and deleterious materials. The allowable amount of material passing a No. 200 sieve as determined by ASTM-C117 shall not exceed 10% by weight.
- C. Material shall consist of a clean, non-plastic, granular material conforming to the requirements of a SW, SP or SM under the Unified Soil Classification System (USCS) (ASTM D2487).
- D. The material shall have the characteristics that when placed and compacted, the soil particles will bind together so as to form a solid, stable surface capable of supporting rubber-tired vehicular traffic during wet weather periods as well as extended dry weather periods. The borrow material shall not contain fines to the extent that the surface layer becomes "greasy" when wet.
- E. The material shall not contain stones larger than 3/8 inch in diameter.
- F. Material consisting of frozen clogs, ice and snow will be rejected.
- G. All sand borrow material to be used shall be subject to approval by Engineer, and Engineer reserves the right to reject any borrow material from the job that does not meet the above requirements.

2.2 STONE BORROW

A. Crushed Stone Borrow

1. Crushed stone borrow shall consist of one of the following materials:
 - a. Durable crushed rock consisting of the angular fragments obtained by breaking and crushing solid or shattered natural rock, and free from a detrimental quantity of thin, flat, elongated or other objectionable pieces. A detrimental quantity will be considered as any amount in excess of 15% of the total weight. Thin stones shall be considered to be such stones whose average width exceeds 4 times their average thickness. Elongated

stones shall be considered to be stones whose average length exceeds 4 times their average width.

- b. Durable crushed gravel stone obtained by artificial crushing of gravel boulders or fieldstone with a minimum diameter before crushing of 8 inches.
2. The crushed stone shall be free from clay, loam or deleterious material and not more than 1.0% of satisfactory material passing a No. 200 sieve will be allowed to adhere to the crushed stone.
 3. The crushed stone shall have a maximum percentage of wear as determined by the Los Angeles Abrasion Test (AASHTO-T-96) as follows:
 - a. For Class 1 Bit. Conc. 30%**
 - b. For Cement Concrete Aggregate 45%***
 - c. Crushed Stone for Subbase 45%

**Crushed stone for this use shall consist of crushed or shattered natural rock only. Crushed gravel stone will not be permitted.

***Except for 5000 psi or greater cement concrete and prestressed concrete which shall be 30%.
 4. The crushed stone shall conform to the grading requirements shown in the following grading Table (Amounts finer than each sieve) .

1/2" Crushed Stone

| Sieve Size (Square Openings) | Percent by Weight Passing Through | |
|---------------------------------|-----------------------------------|---------|
| | Minimum | Maximum |
| 3/4" | 100 | 100 |
| 1/2" | 90 | 100 |
| 3/8" | 40 | 70 |
| #4 | 0 | 15 |
| #8 | 0 | 5 |

5. Stone gradations shall vary depending on field use and shall be determined by Engineer.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Prior to the placement of borrow material, site preparation shall be completed as required by the Contract Documents, and approved by the Engineer.
- B. Ensure that all materials are properly stockpiled on site to prevent contamination by other materials.

- C. Place borrow material over the entire area in uniform lifts and compact in accordance with Section 02315.
- D. Shape borrow used for pipe foundation material so that it supports the pipe properly and will not damage the pipe, bells, collars, or the pipe fittings.
- E. Place all borrow to keep it free of other materials and to prevent segregation.

END OF SECTION

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SECTION 02225

SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 SUMMARY

- A. Interior selective demolition including but not limited to interior floors, plumbing, etc. Refer to Drawings for selective demolition scope and limits.
- B. Removal and lawful disposal of miscellaneous debris and solid waste located within the Limit of Work.

1.2 DEFINITIONS

- A. Demolish – To tear down, segregate waste streams and lawfully recycle or dispose of all debris generated in the process including structure contents.
- B. Limit of Work – Area delineated on Drawings that defines the extent of demolition work under the Contract.
- C. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- D. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and store.
- E. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- F. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- G. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.
- H. Keep and maintain the following records and disposal documentation throughout the project in chronological order in a 3-ring notebook with appropriate tabbed dividers as follows:
 - 1. Records of the amounts of waste generated, by waste type
 - 2. Evidence of lawful disposal or recycling of all wastes generated
 - 3. Copies of any analytical results generated as a result of waste stream characterization
 - 4. Copies of all recycling/disposal receipts
- I. Pre-demolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 01320 "Construction Photographs." Submit before Work begins.

1.3 MATERIALS OWNERSHIP

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

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.4 REGULATORY REQUIREMENTS

- A. Contractor is solely responsible for obtaining permits or approvals which may be required to perform the work of this section, including all costs, fees and taxes required or levied.
- B. Notify and obtain such permits or approvals from all agencies having jurisdiction over the Work, but not limited to Health, Building, and Fire Departments of the municipality and local, state and federal agencies.
- C. Comply with all applicable federal, state, and local environmental, safety and health requirements regarding the renovation or demolition of structures and other site features and recycling or disposal of demolition debris, as applicable.
- D. Conform to procedures identified in Section 01350 – Health and Safety Plan related to site hazards associated with the project with particular attention towards maintaining compliance with OSHA 1926.62 Lead in Construction regulations when impacting and creating lead dust during impact of any painted surface or component throughout the building.

1.5 JOB CONDITIONS – SELECTIVE DEMOLITION

- A. Conduct selective demolition work in a manner that will minimize need for disruption of owner's normal operations. Provide minimum of two (2) weeks advance notice to owner of demolition activities which will impact owner's normal operations.
- B. The Owner assumes no responsibility for actual condition of items or structures to be demolished. However, variations within the structure may occur by Owner's removal and salvage operations prior to start of selective demolition work.
- C. Provide temporary barricades and other forms of protection as required to protect Owner's personnel and general public from injury due to selective demolition work.
 - 1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to and from occupied portions of the facility.
 - 2. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement, or collapse of structure of element to be demolished, and adjacent facilities or work to remain.
 - 3. Protect from damage existing finish work that is to remain in place which will become exposed during demolition operations.
 - 4. Protect floors with suitable coverings when necessary.
 - 5. Remove protections at completion of work.
- D. Promptly repair damages caused to adjacent facilities by demolition work at no additional cost to the Owner.

- E. Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Do not close, block or otherwise obstruct roadways, walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- G. Maintain existing utilities, keep in service, and protect against damage during demolition operations.
- H. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.

1.6 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

PART 2 PRODUCTS

2.1 GENERAL

- A. HEPA-Filtered Exhausts – Air inside the work area, if applicable, shall be exhausted through a High Efficiency Particulate Air (HEPA) filter.
- B. Warning Signs and Labels - Work areas shall be properly demarcated in accordance with OSHA requirements. The contractor's specific containment approaches may also include the following products:
 - 1. Plastic Sheeting ("Poly") - shall be polyethylene or equivalent with two layers with a thickness of at least 6 mil for all applications.
- C. Tape and Glue – Shall be capable of sealing plastic joints and attaching plastic to finished surfaces. The bonding strength and resulting seal integrity shall not be affected by mist or water, wetting or encapsulating agent, or any other materials to be used in the work area
- B. All materials or equipment delivered to the site shall be unloaded, temporarily stored, and transferred to the work area in a manner that shall not interfere with operation of others at the facility, or employee's access and safety.
- C. Damaged or deteriorated materials shall not be used and shall be promptly removed from the premises.
- D. Waste Containers and Transportation shall be suitable for loading, temporary storage, transport, and unloading of contaminated waste without risk of ripping, rupture, or exposure to persons, or emissions to the atmosphere.

2.2 SAFETY SUPPLIES AND EQUIPMENT

- A. Contractor shall comply with Section 01350 and is fully responsible for the implementation and monitoring of all health and safety measures.

- B. Respirator Types: As applicable, provide workers with a full or half facepiece respirator that is approved by NIOSH/MSHA for protection against airborne dust and other hazards that may be present, and meets the requirements of the OSHA standard.
- C. Protective Clothing: As applicable, provide workers and approved visitors with disposable coveralls, head and foot coverings, gloves and eye protection (i.e. safety glasses) and half-face respiratory protection including HEPA cartridges.

PART 3 EXECUTION

3.1 PRE-DEMOLITION

- A. Prior to beginning demolition, coordinate the shut-down of areas within the building that connect into the sanitary waste system to be demolished with Owner.

3.2 INSPECTION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations. Perform lock-out/tag-out procedures as necessary.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
 - 1. Unknown Site Conditions - The information provided on the Drawings and in the Specifications is believed accurate. Field verify all information. Bear full responsibility for obtaining all locations of underground structures, utilities and their connections. Maintain services to buildings outside the limits of work, at no additional cost to the Owner.
 - 2. Interior Elements - Interior features including but not necessarily limited to structural elements, walls, partitions, equipment, piping or other building facilities are not shown on the drawings and must be visually inspected. Inspect and appraise all features and facilities to be demolished or removed for salvage. Investigate to assure the condition of the work to be demolished and take all precautions necessary to ensure safety of people and property.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs or video.
 - 1. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations.

3.3 SITE PREPARATION

- A. Remove and/or stabilize all overhead hazards, prior to commencing work near any building. Where hazards cannot be stabilized, mark and control areas below hazards to prohibit access below the hazards. Similarly, all holes through the floors or weak sections of the floor shall either be covered or clearly marked to prohibit entry. If necessary, floor coverings shall be capable of supporting heavy equipment use.

3.4 UTILITY SERVICES AND MECHANICAL

- A. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.
2. Arrange to shut off utilities with utility companies, if required.
3. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
4. Disconnect, demolish, and remove plumbing systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
 - e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
 - f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
 - g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.
 - h. Where removed piping or ductwork passes through walls to remain, repair, in-fill, and surface patch openings using approved methods that match existing conditions.

3.5 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 3. Cover and protect furniture, furnishings, and equipment that have not been removed.

3.6 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. As necessary, erect and maintain dust-proof partitions and closures as required to prevent spread of dust, fumes or debris to adjacent portions of the building.
 4. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Engineer in written, accurate detail. Pending receipt of directive from Engineer, rearrange selective demolition schedule as necessary to continue overall job progress.
 5. Perform selective demolition work in a systematic manner. Provide scaffolding as necessary. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 6. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 7. Contact local fire department with respect to flame -cutting operations and maintain fire watch as directed by the local fire department.
 8. Maintain adequate ventilation when using cutting torches.
 9. Repair selective demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work.
 10. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage during selective demolition. When permitted by Architect, items may be removed to suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.7 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, and then remove masonry between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.
- D. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI's "Recommended Work Practices for the Removal of

Resilient Floor Coverings." [Do not use methods requiring solvent-based adhesive strippers.]

3.8 DISPOSAL OF DEMOLISHED MATERIAL

- A. Provide evidence that the demolition materials have been received at a legal disposal, recycle, reuse or salvage location. Such proof may include truck weight slips from an approved disposal facility or documentation of transfer of title. Transport of all materials off site shall be in accordance with applicable Department of Transportation Regulations. All materials leaving the site shall become the property of the Contractor.

3.9 CLEANING

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

END OF SECTION

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DIVISION 3 - CONCRETE

SECTION 03100

CONCRETE FORMS AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Formwork Accessories
 - 2. Vapor Barrier for Concrete Slab-on-Grade Construction
- B. Related Sections
 - 1. Section 03300 - Cast-in-Place Concrete

1.2 REFERENCES

- A. American Concrete Institute (ACI)
 - 1. ACI 301 - Specifications for Structural Concrete for Buildings
 - 2. ACI 318 - Building Code Requirements for Reinforced Concrete
 - 3. ACI 347 - Guide to Formwork for Concrete
- B. American Society for Testing and Materials (ASTM)
 - 1. D4 - Standard Test Method for Bitumen Content
 - 2. D6 - Standard Test Method for Loss on Heating of Oil and Asphaltic Compounds
 - 3. D71 - Standard Test Method for Relative Density of Solid Pitch and Asphalt (Displacement Method)
 - 4. D217 - Standard Test Method for Cone Penetration of Lubricating Grease
 - 5. D1056 - Specification for Flexible Cellular Materials - Sponge or Expanded Rubber
 - 6. D1751 - Standard Specifications for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types)
 - 7. D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
 - 8. D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial and Agricultural Applications
- C. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO Standard Specifications for Transportation Materials and Methods of Sampling and Testing
- D. National Institute of Standards and Technology (NIST)
 - 1. Voluntary Product Standard PS 1-95 - Construction and Industrial Plywood

1.3 SUBMITTALS

- A. Drawings showing schedule of placement, location of all construction joints and all control joints with methods of forming. Show the location and elevation of all sleeves, wall pipes and embedded items.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

2.2 FORMWORK ACCESSORIES

- A. Premolded Joint Filler:
 - 1. Buildings and Structures: Self-expanding cork, ASTM D1752, Type III; and Federal Specification HH-F-341-F, Type II, Class C; capable of one directional swelling up to 140% of its original thickness.
- B. Vapor Barrier:
 - 1. 10 mils thick polyethylene sheeting conforming to ASTM D4397

PART 3 EXECUTION

3.1 GENERAL

- A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.
- B. Review all work prepared by others to receive work of this Section and correct any defects affecting installation. Commencement of work by the Contractor will be construed as complete acceptance of preparatory work by others.
- C. Handle and store materials separately in such manner as to prevent intrusion of foreign matter, segregation, or deterioration. Do not use foreign materials or those containing frozen material. Remove improper and rejected materials immediately from point of use. Cover materials and accessories during construction period.

3.2 JOINTS

- A. Construction and expansion joints indicated on the Drawings are mandatory and shall not be omitted.
- B. Use premolded joint filler at expansion joints unless otherwise noted.
- C. Where joints other than those shown are required, obtain approval prior to installation.
- D. Joints shall be straight and true. Brace all slab bulkheads adequately to keep joints straight. Construction joints in slabs exceeding 5 inches in thickness shall be keyed using a keyway nominally 3-5/8 inches by 1/3 of the slab thickness but not greater than 3 inches wide.
- E. Joints not indicated or specified shall be placed to least impair strength of structure and shall be subject to approval of the Engineer.

3.3 VAPOR BARRIER

- A. All interior concrete slabs-on-grade shall be placed on a continuous vapor barrier.

1. Vapor barrier joints shall be lapped 6 inches and sealed with compatible pressure-sensitive tape.
2. Where possible, secure/tape to existing vapor barrier along the perimeter of the concrete repair.
3. Patch all punctures and tears.

END OF SECTION

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SECTION 03200

CONCRETE REINFORCEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Reinforcing Steel Bars
 - 2. Reinforcing Accessories
- B. Related Sections
 - 1. Section 03100 - Concrete Forms and Accessories
 - 2. Section 03300 - Cast-in-Place Concrete

1.2 REFERENCES

- A. The Rhode Island State Building Code, latest edition.
- B. American Concrete Institute (ACI)
 - 1. ACI 117 - Standard Tolerance for Concrete Construction and Materials
 - 2. ACI 301 - Specifications for Structural Concrete for Buildings
 - 3. ACI 315 - Details and Detailing of Concrete Reinforcement
 - 4. ACI 318 - Building Code Requirements for Reinforced Concrete, American Concrete Institute
 - 5. ACI 350R - Environmental Engineering Concrete Structures
 - 6. ACI SP-66 - Detailing Manual
- C. American Society for Testing and Materials (ASTM)
 - 1. A615 - Specification for Deformed and Plain Billet - Steel Bars for Concrete Reinforcement
 - 2. A675 - Specifications for Steel Bars, Carbon, Hot Wrought, Special Quality, Mechanical Properties
- D. Concrete Reinforcing Steel Institute (CRSI)
 - 1. CRSI 63 - Recommended Practice for Placing Reinforcing Bars
 - 2. CRSI 65 - Recommended Practice for Placing Bar Supports, specifications and nomenclature

1.3 SUBMITTALS

- A. Provide shop drawings in accordance with the recommendations of ACI 315, "Details and Detailing of Concrete Reinforcement" and show the following: elevations, dimensions of concrete work with specified reinforcement clearances; ledges, brackets, openings, sleeves or other items furnished by other Sections, where interference with

reinforcement may occur; bending diagrams; assembly diagrams; splices and laps of reinforcement; temperature and shrinkage reinforcement; construction joint reinforcement and shape; dimensions, grade designations, and details of reinforcement and accessories. Show dowels with concrete work to be placed first. Shop drawings shall be drawn to scale.

- B. Bar Bending Details - The bars shall be referenced to the same identification marks shown on the placement drawings. Bars to have special coatings and/or to be of special steel or special yield strength are to be clearly identified.
- C. Prior to delivery of reinforcing steel or concrete to job site, submit certified mill test reports of reinforcing steel and cement (including names and locations of mills and shops, and analyses of chemical and physical properties), properly correlated to concrete to be used in this project.
- D. Submit certifications regarding all iron or steel products that all manufacturing processes occurred in the US.

1.4 DELIVERY, HANDLING AND STORAGE

- A. Reinforcing steel shall be substantially free from mill scale, rust, dirt, grease, or other foreign matter.
- B. Reinforcing steel shall be covered and stored off the ground, protected from moisture, and kept free from dirt, oil, or other foreign matter.

PART 2 PRODUCTS

2.1 AMERICAN IRON AND STEEL

- A. All iron and steel products included in this section shall be manufactured in the US.

2.2 REINFORCING STEEL BARS

- A. Reinforcing steel bars shall be newly rolled billet steel conforming to ASTM A615, Grade 60.
- B. Minimum yield strength shall be 60,000 psi.
- C. Where reinforcing steel bars are called for to be grouted into existing concrete, the anchorage shall develop an allowable bond strength equal to 24,000 psi times the cross section area of the bar, or an ultimate strength equal to the tensile strength of the bar.
 - 1. For installations in non-submerged concrete with an ambient temperature greater than or equal to 40 degrees Fahrenheit, the epoxy adhesive shall be, Hilti HIT_HY 200, Simpson SET-XP, Powers PE 1000+ or approved equal.
 - 2. For installation in wet or submerged concrete with an ambient temperature greater than or equal to 40 degrees Fahrenheit, the epoxy adhesive shall be Hilti HIT RE-500SD, Simpson ET-HP, Powers Pure 110+ or approved equal.
 - 3. For installation in concrete below 45 degrees Fahrenheit the epoxy adhesive shall be Hilti HIT ICE, Simpson AT-XP or equal.

2.3 REINFORCEMENT ACCESSORIES

- A. Reinforcement accessories shall conform to Product Standard PS7-766, National Bureau of Standards, Department of commerce, Class C, as produced by Dayton

Superior Corporation; R.K.L. Building Specialties Co., Inc. or equal approved by the Engineer.

- B. Reinforcement accessories shall include spacers, chair ties, slab bolsters, clips, chair bars, and other devices for properly assembling, placing, spacing, supporting, and fastening reinforcement.
- C. Tie wire shall be of sufficient strength for all intended purpose, but not less than No. 18 gauge. Metal supports shall be of such type as not to penetrate surface of formwork and show through surface of concrete.
- D. Accessories touching interior formed surfaces exposed to view shall have not less than 1/8 inch of plastic between metal and concrete surface. Plastic tips shall extend not less than 1/2 inch up on metal legs.
- E. Individual and continuous slab bolsters and chairs shall be of type to suit various conditions encountered and must be capable of supporting 300 pound load without damage or permanent distortion.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Review all work prepared by others to receive work of this Section. Commencement of work will be construed as complete acceptance of preparatory work by others.

3.2 PREPARATION

- A. Notify the Engineer prior to the start of any phase of the reinforcing work so as to provide the opportunity to inspect the work. Such notification shall be made at least 24 hours in advance of reinforcement placements and at least 36 hours in advance of other inspections (forms, etc.).

3.3 REINFORCING BAR FABRICATION

- A. Fabrication of reinforcement shall be in accordance with the recommendations of CRSI.
- B. Reinforcing bars shall be cold bent and shall not be straightened or re-bent. Bars shall not be field bent unless approved by the Engineer.
- C. Reinforcing bars shall be bent around a revolving collar having a diameter of not less than that recommended by the CRSI.
- D. Reinforcing bar ends that are to be butt spliced or threaded, shall have the applicable end saw-cut. Such ends shall terminate in flat surfaces at a right angle to the axis of the bar.

3.4 INSTALLATION

- A. Reinforcement shall be placed in accordance with requirements of CRSI -63 - "Recommended Practice for Placing Reinforcing Bars" and CRSI 65, "Recommended Practice for Placing Bar Supports" and with further requirements below.
- B. Reinforcement shall be accurately placed in accordance with Contract Documents and shall be firmly secured in position by wire ties, chairs, spacers, and hangers, each of type approved by the Engineer. For slabs, grade beams, etc. where concrete is poured on grade, use additional setup bars and concrete brick to provide required cover over reinforcement.

- C. Bending, welding or cutting reinforcement in field in any manner other than as shown on Drawings, is prohibited, unless specific approval for each case is given by the Engineer.
- D. Reinforcement shall be continuous through construction joints unless otherwise indicated on Drawings.
- E. Reinforcement shall be spliced only in accordance with requirements of Contract Documents or as otherwise specifically approved. Splices of reinforcement at points of maximum stress shall generally be avoided.
- F. Proceed with installation of embedded items, and reinforcement, but do not place concrete into or around such items until the Engineer has approved work.

3.5 FIELD QUALITY CONTROL

- A. The Engineer shall have the right to postpone or stop concrete operations when in his judgment, reinforcement and embedded item installation has not been properly completed or the quality of construction will impair strength and durability or desired finished product. Costs arising from delays due to noncompliance will not be considered.
- B. Any material or workmanship that is rejected, either at the batch plant or at the site, shall be replaced promptly at no additional cost to the Owner.
- C. Before concrete is placed, reinforcement shall be free of excessive rust, dirt, oil, scale or other foreign matter that will destroy or reduce bond requirements. Reinforcement expected to be exposed to weather for a considerable length of time shall be painted with a heavy coat of cement grout. Protect stored materials so as not to bend or distort bars in any way. Bars that become damaged will be rejected.
- D. Before concrete is placed, check all installed reinforcement to ensure that it conforms to Contract Documents and approved Shop Drawings. Such checking shall be done only by qualified experienced personnel. In addition, the Engineer shall be notified at least 36 hours prior to concrete placement and given opportunity to inspect completed reinforcement. Prior approval of Shop Drawings shall in no way limit the Engineer's right to require modifications or additions to reinforcement or accessories.

3.6 ADJUSTING

- A. Carry out corrections without delay as directed by the Engineer when construction operations indicate that requirements of Contract Documents or prudent construction practices are being or are about to be violated.

END OF SECTION

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SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Concrete Materials
 - 2. Admixtures
 - 3. Concrete Mix
 - 4. Miscellaneous Concrete Materials
- B. RELATED SECTIONS
 - 1. Section 03100 - Concrete Forms and Accessories

1.2 REFERENCES

- A. The Rhode Island State Building Code, latest edition
- B. American Concrete Institute (ACI)
 - 1. ACI 301-95 - Specifications for Structural Concrete for Buildings, (included as part of this specification)
 - 2. ACI 305 - Hot Weather Concreting
 - 3. ACI 306.1-90 - Standard Specifications for Cold Weather Concreting
 - 4. ACI 318-14 - Building Code Requirements for Reinforced Concrete", American Concrete Institute
- C. American Society for Testing and Materials (ASTM)
 - 1. C33 – Standard Specification for Concrete Aggregates
 - 2. C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
 - 3. C40 - Standard Test Method for Organic Impurities in Fine Aggregates for Concrete
 - 4. C42 – Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - 5. C87 - Standard Test Method for Effect of Organic Impurities in Fine Aggregate on Strength of Mortar
 - 6. C94 - Standard Specification for Ready-Mixed Concrete
 - 7. C131 - Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
 - 8. C150 – Standard Specification for Portland Cement

9. C260 - Standard Specification for Air-Entraining Admixtures for Concrete
10. C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
11. C494 - Standard Specification for Chemical Admixtures for Concrete
12. C535 - Standard Test Method for Resistance to Degradation of Large-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
13. C618 – Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete
14. C685 – Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
15. C881 – Standard Specification for Epoxy-Resin Base Bonding Systems for Concrete
16. C989 – Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars
17. C1059 – Standard Specification for Latex Agents for Bonding Fresh to Hardened Concrete

1.3 SUBMITTALS

- A. Submit concrete mix proposed for use, indicating design strength, supplier, batch quantities, and constituents. Provide test report copies indicating prior satisfactory performance in accordance with ACI 301.
- B. Submit data and descriptive literature for concrete constituents including admixtures, aggregate tests, bond breaker, bonding agent, and repair grout.
- C. Submit detailed methods proposed for curing and protection of concrete. This submittal shall be made not less than 10 days prior to the placement of any concrete.
- D. Submit a truck load ticket for every concrete delivery. Ticket information shall include batch time and date, weights of all constituents, quantity of admixtures, water added at the batch plant and moisture content of coarse and fine aggregates.
- E. Maintain an accurate daily record of the locations and quantity of concrete placed.

1.4 QUALITY ASSURANCE

- A. Provide inspection of cast-in-place concrete work, and testing, including slump tests, air content, and standard compression testing. Materials and workmanship shall be subjected to inspection and testing in mill, shop and/or field by the Engineer. Such inspection and testing shall not relieve Contractor of his responsibility to provide his own inspection, testing, and quality control as necessary to furnish materials and workmanship in accordance with requirements of this Section.
- B. Provide notification prior to the start of any phase of concrete placement work so as to provide the opportunity to inspect the work. Such notification shall be made at least 24 hours in advance of concrete placements and at least 36 hours in advance of other inspections (forms, rebar, etc.).
- C. Facilitate observation by the Engineer as well as inspection and testing by the concrete testing agency, and furnish the following:

1. Safe access to the work at all times to allow proper inspection of the work
 2. Full and ample means and assistance for sampling and testing materials and proper facilities for inspection of work in plant and at project site
 3. Covered box large enough to contain twenty-four standard concrete cylinders. At temperatures below 60°F, box shall be electrically heated and thermostatically controlled to maintain inside temperature of 60° to 80°F. Cylinders shall be placed in box immediately after molding and shall be covered with moist burlap until delivery to laboratory, 24 to 72 hours after molding.
 4. Access by the Engineer or his representative to the batch plant supplying the concrete at any time.
- D. Compression tests shall consist of one set of 4 cylinders for each test made, cured, and tested by testing laboratories during progress of job. 6 cylinders shall be required for each test made with concrete mix containing fly ash or ground granulated blast furnace slag. One set of cylinders shall be taken for every 100 cubic yards of concrete or fraction thereof placed in any one day.
1. 1 cylinder of each set shall be tested for 7-day compressive strength; 2 cylinders shall be tested for 28-day compressive strength. The remaining cylinder shall be tested for 56-day compressive strength if either one of the 28-day tests are below the specified strength, otherwise the 56-day test will be eliminated.
 2. For modified mix with fly ash or ground granulated blast furnace slag, 1 cylinder of each set shall be tested for 7-day compressive strength, 2 cylinders shall be tested for 28-day compressive strength and 2 cylinders shall be tested for 56-days compressive strength. The remaining cylinder shall be tested for 84-day compressive strength if either one of the 56-day tests are below the specified strength, otherwise the 84-day test will be eliminated.
 3. The Owner will provide and pay for the services of an approved testing laboratory to test the cylinders. The Contractor shall coordinate and schedule all concrete testing performed by approved agency.
 4. Compression strength test of cylinders shall conform to ASTM C39, latest revision. The testing laboratory will submit certified copies of the test results directly to the Engineer and the Owner within 24 hours after tests are made.
 5. Sampling, molding, curing and testing of cylinders shall conform to ASTM requirements. Specimens shall be cured under laboratory conditions. The Engineer may require additional cylinders to be cured under field conditions when unusual conditions may tend to reduce concrete strength.
 6. Report of tests shall include: name of project, date and location of concrete placement, design strength of concrete, mix data, slump, air content (if tested), compressive strength, age and condition of test cylinder, type of fracture, and type of curing.
- E. Slump test, to check consistency, shall be made from the sample used to mold cylinders. Additional slump tests may be taken of every batch delivered to job site.
- F. Tests for determination of air content shall be made as required to verify conformance with the specifications.

- G. The strength level of the concrete mix shall be considered satisfactory if both of the following criteria are satisfied:
 - 1. Every arithmetic average of any three consecutive strength tests equals or exceeds the specified design strength.
 - 2. No individual strength test (average of two cylinders from the same test group) falls below the specified design strength by more than 500 psi when the specified design strength is 5000 psi or less or by more than 10 percent of the specified design strength when the design strength is more than 5000 psi.
- H. When tests of control specimens fall below these requirements, the Engineer will require 56 day or 84 day cylinder tests or core specimens taken from concrete in question and tested in accordance with ASTM C42. If these specimens do not meet strength requirements, the Engineer has the right to require additional curing, load tests, strengthening or removal and replacement of those parts of the structure which are unacceptable, and in addition, removal of such sound portions of structure as necessary to ensure safety, appearance, and durability of structure. Additional testing, load tests, strengthening or removal and replacement of parts or structure and any costs associated with delay of project shall be at no additional cost to the Owner.
- I. Any material or workmanship which is rejected, either at the batch plant or at the site, shall be replaced promptly at no additional cost to the Owner.
- J. If arrangements for corrections and/or replacements are not made within seven days after notice of rejection, the Owner has the right to have corrections and/or replacement made and charge cost thereof and any costs associated with delay of project against balance of monies withheld.
- K. Acceptance of work and admixtures at the batch plant shall not prevent final rejection at job site upon arrival or after it has been installed, if work is found to be defective.
- L. Portions of a structure which do not meet the requirements of the Contract Documents based on appearance or for any other aesthetic reason, shall be corrected or removed and replaced at no additional cost to the Owner.
- M. Work on new concrete structures shall conform to the requirements of ACI 306.1, Standard Specifications for Cold Weather Concreting, except as modified herein.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

- A. Cement: shall be American-made Portland Cement, free from water soluble salts or alkalis which will cause efflorescence on exposed surfaces. Portland Cement shall be Type II, ASTM C150. Air entraining cements are prohibited.
- B. Pozzolans and Blast Furnace Slag
 - 1. Fly Ash: Class F conforming to the requirements of ASTM C618.
 - 2. Ground Granulated Iron Blast-Furnace Slag: Conforming to ASTM C989.
- C. Normal weight Fine Aggregate
 - 1. Washed, inert, natural sand conforming to ASTM C33 and the following additional requirements.

- a. Fineness Modulus 2.75 (plus/minus 0.25)
- b. Clay lumps and friable particles – 3.0 percent maximum
- c. Coal and lignite – 0.5 percent maximum
- d. Organic Impurities (ASTM C40) – Organic Plate No. 2
- e. Strength of Mortar (ASTM C87) – not less than 95 percent at 7 days
- f. Soundness (AASHTO T-104) - 10 percent maximum loss (magnesium sulfate solution, five cycles)

D. Normal weight Coarse Aggregate

1. Well graded crushed stone or washed gravel conforming to ASTM C33 and the following additional requirements:
 - a. Material finer than No. 200 sieve – 1.0 percent maximum
 - b. Clay lumps and friable particles – 2.0 percent maximum
 - c. Chert (less than 2.40 specific gravity, saturated surface dry) – 3.0 percent maximum by weight.
 - d. Sum of clay lumps, friable particles, and chert (less than 2.40 specific gravity, saturated surface dry) – 3.0 percent maximum by weight. This limitation only applies to aggregates in which chert appears as an impurity.
 - e. Coal and lignite – 0.5 percent maximum
 - f. Soundness - 18 percent maximum loss (magnesium sulfate solution, five cycles)
 - g. Soundness - 10 percent maximum loss (sodium sulfate solution, five cycles)
2. Coarse aggregates shall not exceed 35% by weight "percentage of wear" as determined by the Los Angeles Abrasion and Impact Tests in ASTM C131 and C535.

- E. Water shall be from approved source, potable, clean and free from oils, acids, alkali, organic matter and other deleterious material.

2.2 ADMIXTURES

A. Water-reducing agent:

1. Water-reducing agent shall be by same manufacturer as air-entraining agent.
2. Daracem - 55 W.R. Grace & Co.
3. Pozzolith 220N – BASF Admixtures, Inc.
4. Eucon MR - Euclid Chemical Co.
5. Or equal conforming to ASTM C494 Type A.

B. Air-entraining agent:

1. DAREX AEA - W.R. Grace & Co.

- 2. MB-VR or MB-AE90 - BASF Admixtures, Inc.
 - 3. Air-Mix - Euclid Chemical Co.
 - 4. Or equal conforming to ASTM C260.
- C. Admixtures which retard setting of cement in concrete shall not be used without written approval of the Engineer. Admixtures causing accelerated setting of cement in concrete shall not be used.

2.3 CONCRETE MIX

- A. Select proportions of ingredients to meet the design strength and materials limits specified and to produce concrete having proper placability, durability, strength, appearance and other required properties. Proportioning shall also conform to the requirements in ACI 301 and ACI 318.
- B. The concrete mix design shall be a 4000 psi compressive strength concrete using ¾ inch aggregate. The design mix shall be selected based on previous test records for a mix with essentially the same proportions, and shall meet the following limiting values in Table A:

TABLE A
Maximum Allowable Water/Cement Ratios

| Minimum Allowable 28 day Compressive Strength (psi) | Maximum Allowable Water/Cement Ratio | Total Cementitious Material (Pounds) | |
|---|---|---|-----|
| | | Min | Max |
| 4000 | 0.45 | 611 | 635 |

- C. If sufficient test records are not available, (at least 30 consecutive strength tests or two groups of tests totaling at least 30 within the past 12 months), the design mix shall be developed using laboratory trial mixtures in accordance with ACI 301.
- D. All concrete is normal weight with air-dry weight not to exceed 150 lbs. per cubic foot.
- E. Fly ash may be substituted for up to 20 percent by weight of the total cementitious material. Ground granulated iron blast-furnace slag may be substituted for up to 40 percent by weight of the total cementitious material.
- F. For concrete flatwork with a steel trowel finish, fly ash may be substituted for up to 10 percent by weight and ground granulated iron blast-furnace slag may be substituted for up to 25 percent by weight of the total cementitious material.
- G. All concrete shall contain the approved air-entraining admixture as per manufacturer's written instructions to provide entrained air by volume in the cured concrete between 4.5 and 7.5%.
- H. The design mix shall meet the following slump limiting values in Table B:

TABLE B
Concrete Slump¹

| Portion of Structure | Recommended (inches) | Maximum Range (inches) |
|----------------------|-------------------------|---------------------------|
|----------------------|-------------------------|---------------------------|

| | | |
|----------------------|---|-----|
| Mats | 2 | 2-3 |
| Walls, Column, Beams | 4 | 3-5 |
| Slabs | 3 | 2-4 |

¹After addition of high range water reducer

- I. The approved water-reducing admixture shall be used in all concrete, in accordance with manufacturer's written instructions.

2.4 MISCELLANEOUS MATERIALS

- A. Grout shall be a ready-to-use, non-metallic, non-shrink aggregate product requiring only the addition of water at the job site. Grout shall be as manufactured by Five Star Products, Inc.; Euclid Chemical Company; Master Builders; or equal. Grout shall be easily workable and shall have no drying shrinkage at any age. Compressive strength of grout (2 inch by 2 inch cubes) shall not be less than 5000 psi at 7 days, and 7500 psi at 28 days.
- B. Floor Hardener, Sealer, and Waterproofing Treatment:
 - 1. Concrete floor surfaces not covered with resilient flooring or carpet shall receive a surface treatment after steel trowel finishing.
 - 2. Product and Manufacturer:
 - a. Ashford Formula hardener and sealer as manufactured by Concrete Chemical Company, Inc., Springville, Utah
 - b. Seal Hard concrete sealer as manufactured by L&M Construction Chemicals, Inc., Omaha, Nebraska
 - c. Approved equal

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify cover requirements over all reinforcement.
- B. Verify site conditions to ensure that full access is available for placement of concrete.

3.2 JOINTS

- A. Construction and expansion joints indicated on Drawings are mandatory and shall not be omitted. Construction joints shall conform to the requirements of Section 03100 and the following:
 - 1. Before placing new concrete against concrete already in place and hardened, the surface shall again be cleaned with a jet where practical. The exposed aggregate shall then be mopped with a mortar composed of the same proportions of sand and placed and mopped in place immediately prior to the placing of concrete and shall not have set up or hardened prior to the placing of concrete.
 - 2. Where joints other than those shown are required, they shall be made at such locations as the Engineer may allow, and shall in no case impair the structural strength of the structure.

- B. Joints not indicated or specified shall be placed to least impair strength of structure and shall be subject to approval of the Engineer.

3.3 MIXING, CONSISTENCY, AND DELIVERY OF CONCRETE

- A. Concrete shall be ready-mixed, produced by a central batch plant. Hand or site mixing shall not be allowed. Constituents, including admixtures, shall be batched at the central batch plant. Admixtures shall be premixed in solution form and dispensed as recommended by the manufacturer.
- B. Central plant and rolling stock equipment and methods shall conform to Truck Mixer and Agitator Standard of Truck Mixer Manufacturer's National Ready-Mixed Concrete Association, ASTM C94, ASTM C685, and Contract Documents. Consistency of concrete at time of placement shall be at a 3 inch slump, +/- 1 inch.
- C. Ready mixed concrete shall be transported to the site in watertight agitator or mixer trucks loaded not in excess of rated capacities. Discharge at site shall be within one and one-half hours after cement is first introduced into the aggregates. Concrete with a temperature greater than 90°F. shall be rejected and removed from the site.
- D. During any of the following conditions: high ambient temperature, high concrete temperature, low relative humidity, increased wind velocity, high solar radiation, when the temperature of the concrete is 85°F or above, the time between the introduction of cement to the aggregates and discharge shall not exceed one hour. In addition, when the rate of evaporation on the surface of the concrete is expected to approach 0.2 lb/ft²/hr. (see chart in ACI 305R) special precautions shall be taken against the formation of plastic shrinkage cracking on the surface of the concrete after placement.
- E. During any period when for more than three successive days the average daily outdoor temperature drops below 40°F, the concrete temperature at the time of placement shall be as specified in Table C below.

TABLE C
Concrete Temperature During Cold Weather

| Least dimension of section, inches. | Minimum temperature of concrete as placed and maintained during the protection period, °F | Maximum gradual decrease in surface temperature during any 24 hours after end of protection, °F |
|--|--|--|
| Less than 12 | 55 | 50 |
| 12 to less than 36 | 50 | 40 |
| 36 to 72 | 45 | 30 |
| Greater than 72 | 40 | 20 |

- F. Central mixed concrete shall be plant mixed a minimum of five minutes. Agitation shall begin immediately after premixed concrete is placed in truck and shall continue without interruption until discharged. Transit mixed concrete shall be mixed at mixing speed for at least ten minutes immediately after charging truck followed by agitation without interruption until discharged.
- G. Retempering of concrete which has partially hardened by mixing with or without additional cement, aggregates, or water shall not be permitted.

3.4 PLACING CONCRETE

- A. Remove excess water and foreign matter from forms and excavations. Do not place concrete on frozen soil. Provide adequate protection against frost action during freezing weather.
- B. Transport concrete from mixer to place of final deposit as rapidly as practical by methods which prevent separation of ingredients and displacement of reinforcements, and which avoid re-handling. Do not deposit partially hardened concrete. When concrete is conveyed by chutes, equipment shall be of such size and shape to ensure continuous flow in chute. Flat (coal) chutes shall not be used. Chutes shall be of metal or metal lined and uniformly sloped. Slope shall not be less than 25° nor more than 45° from horizontal. Concrete shall be lowered and maintained as near to the surface of deposit as practicable. The chute shall be thoroughly cleaned before and after each use and debris and any water shall be discharged outside of the forms. Concrete shall not be allowed to flow horizontally over distances exceeding 10 feet or dropped vertically over 6 feet.
- C. Place concrete in such a manner as to prevent segregation and accumulations of hardened concrete on forms or reinforcement above the grade of concrete being placed. Suitable hoppers and spouts with restricted outlets and tremies shall be used as required.
- D. Thoroughly consolidate each layer of concrete by rodding and vibrating using internal type mechanical vibrator. Vibration shall be done by experienced operators under close supervision and shall be carried on only enough to produce homogeneity and optimum consolidation without permitting segregation of constituents or "pumping" of air. Vibrators used for normal weight concrete shall operate at speeds of not less than 7,000 vpm and be of suitable capacity. Do not use vibrators to move concrete. Vibration shall be supplemented by spading to remove bubbles and honeycombs adjacent to visible surfaces. At least one vibrator shall be on hand for every 10 cubic yards of concrete placed per hour, plus one spare. Vibrators shall be operable and on site prior to starting concrete placement.
- E. Deposit concrete continuously, and in layers of such thickness that no concrete will be deposited on concrete which has hardened sufficiently to cause formation of seams and planes of weakness within the section. If a section cannot be placed continuously between planned construction joints, as specified, field joints and additional reinforcement shall be introduced at the Contractor's expense to preserve structural continuity.
- F. Cold joints, particularly in exposed concrete, including "honeycombs", are unacceptable. If they occur in concrete surfaces exposed to view, the Engineer will require that entire section in which blemish occurs be removed and replaced with new materials at the Contractor's expense.

3.5 CURING AND PROTECTION

- A. When concrete is placed at or below an ambient air temperature of 40°F. or whenever this temperature or lower values are likely to occur within 48 hours after placement of concrete, cold weather concreting procedures, according to ACI 306.1 and as specified herein, shall be followed. The entire area affected shall be protected by adequate housing or covering, and heating. No salt, chemicals or other foreign materials shall be used in the mix to lower the freezing point of concrete. No oil or kerosene heaters shall be utilized. Vent flue gases from combustion heating units to the outside of the enclosure.

- B. No frozen materials shall be used in batching concrete and any ice shall be removed from coming into contact with the concrete.
- C. Protect concrete work against injury from heat, cold, and defacement of any nature during construction operations.
- D. Concrete shall be treated and protected immediately after concreting or cement finishing is completed, to provide continuous moist curing above 50°F. for at least 7 days, regardless of ambient air temperatures.
- E. All concrete shall be cured immediately after finishing in accordance with the following requirements:
 - 1. Curing shall be accomplished by a continuous soaking process such as the use of soaker hose or sprinklers, or by use of plastic roll materials to cover the concrete, which shall be thoroughly wetted at least once a day or more often as required in very hot weather. Such plastic shall be placed as soon as possible after finishing of concrete so that scarring of the surface will not occur. Plastic shall be held in place on the surface of the concrete in such a manner and means as will not allow it to be blown off or otherwise dislodged from the concrete surface. Curing procedures shall be maintained continuously for a period of at least 7 days.
 - 2. All methods of curing shall be subject to approval of the Engineer, and each method employed shall be practical and adequate for the curing required. Curing compounds in lieu of wet curing will not be allowed.

3.6 REMOVAL OF FORMWORK

- A. Forms shall not be removed until concrete has attained sufficient strength to support its own weight, construction loads to be placed thereon and lateral loads, without damage to structure or excessive deflection.
- B. Forms for construction joint bulkheads and keyways may be removed the following day, after the concrete pour. Extreme caution must be used to avoid damage to the concrete surface and keyway.

3.7 FINISHING OF CAST-IN-PLACE CONCRETE

- A. Slab Surfaces
 - 1. Interior traffic bearing surfaces shall have a steel trowel finish and exterior slabs shall have a wood or magnesium trowel non-slip finish. The finish shall be accomplished by a procedure as follows, but shall be the Contractor's responsibility to produce a good and proper finish on all parts of the work:
 - a. "Steel Trowel Finish" - The surface shall be screeded and given a minimum of two trowelings using a steel trowel. The final troweling shall be done at a time when the concrete has set to a point where troweling produces a ringing sound as the trowel is drawn across the surface. Where surface areas are large enough to permit their use, power finishing machines will be used. For all steel trowel finishes, a fine textured dense surface shall be the final result. Premature finishing will require additional troweling to obtain the final result.
 - 2. For all of the finishing procedures described, the time element is important and something that must be determined during the progress of the work as conditions warrant. Normally, free water on the surface of concrete should not occur. Allow

the concrete surface to dry before starting finishing operations. Do not, under any circumstance, add dry cement to wet areas in order to accelerate drying. Finishing and rubbing required for all parts of the work shall be done only by competent "Cement Finishers" trained for the work.

3.8 REPAIRING OF HARDENED CONCRETE SURFACES

- A. Defective concrete and honeycombed areas shall not be patched unless examined and approval is given by the Engineer. After approval, areas involved shall be cut back to a minimum depth of 1 inch from the finished surface, or as otherwise directed, whichever is greater. Edges of areas to be repaired shall be cut square to a minimum depth of 3/4 inch. Feathered edges will not be allowed. Any voids or honeycomb around reinforcing steel shall be chipped away to provide at least 3/4 inch clearance all around to permit proper placement of repair concrete around the steel to the parent, sound concrete.
- B. Exposed surfaces shall be thoroughly cleaned of all mud, paint, grime, scum, laitance, organic matter, detritus, calcareous growth and other foreign matter by sand and water blasting or other acceptable means. Immediately after cleaning, the surface shall be checked by the Engineer for proper surface preparation, including fractured concrete or loose aggregate. Any such material shall be removed using pneumatic or hand tools. The final surfaces shall be thoroughly rinsed with clean water to remove remaining dirt and dust.
- C. Repair areas and adjacent parent concrete surfaces shall be continuously moist cured immediately after finishing for at least 7 days. Surfaces shall be covered with damp burlap and sealed with taped polyethylene. Membrane curing compounds shall not be used.
- D. Leave finished work and adjacent concrete surfaces in a neat, clean condition with no evidence of spillovers or staining.

3.9 CLEANING

- A. Concrete surfaces shall be cleaned of objectionable stains as determined by the Engineer. Materials containing acid in any form or methods which will damage the "skin" of concrete surfaces shall not be employed, except where otherwise specified.

END OF SECTION

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DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07920

JOINT SEALANTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Interior joints in horizontal traffic surfaces as indicated below:
 - a. Perimeter joints at concrete slab modification and repairs
 - b. Other joints as indicated
- B. Related Sections
 - 1. Section 03300 - Cast-in-Place Concrete

1.2 REFERENCES

- A. ASTM C717 - Standard Terminology of Building Seals and Sealants
- B. ASTM C719 - Standard Test Method for Adhesion Cohesion of Elastomeric Joint Sealants under Cyclic Movement (Hockman Cycle)
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants

1.3 PERFORMANCE

- A. Provide joint sealants that have been produced and installed to establish and maintain watertight and air-tight continuous seals.

1.4 SUBMITTALS

- A. Submit Product Data from manufacturers for each joint sealant product required, including instructions for joint preparation and joint sealant application.
- B. Submit samples for Initial Selection Purposes - Manufacturer's standard bead samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.
- C. Submit samples for verification purposes of each type and color of joint sealant required. Install joint sealant samples in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealant.
- D. Submit certificates from manufacturers of joint sealants attesting that their products comply with Specification requirements and are suitable for use indicated.
- E. Qualification data complying with requirements specified in "Quality Assurance" article. Include list of completed projects with project name, addresses, names of Engineers and Owners, plus other information specified.
- F. Compatibility and adhesion test reports from elastomeric sealant manufacturer indicating that materials forming joint substrates and joint sealant backings have been

tested for compatibility and adhesion with joint sealants. Include sealant manufacturer's interpretation of test results relative to sealant performance and recommendations for primers and substrate preparation needed to obtain adhesion.

- G. Product test reports for each type of joint sealants indicated, evidencing compliance with requirements specified.

1.5 QUALITY ASSURANCE

- A. Applicator Qualifications - Company specializing in performing the work of this Section who has successfully completed within the last 3 years at least 3 joint sealant applications similar in type and size to that of this Project.
- B. Single Source Responsibility for Joint Sealant Materials - Obtain joint sealer materials from a single manufacturer for each different product required.
- C. All sealants shall be used as received from the manufacturer and no thinning or other alterations will be allowed at the job site.
- D. Preconstruction Compatibility and Adhesion Testing - Submit samples of all materials that will contact or affect joint sealants to joint sealant manufacturers for compatibility and adhesion testing, as indicated below:
 - 1. Use test methods standard with manufacturer to determine if priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
 - a. Perform tests under normal environmental conditions that will exist during actual installation.
 - 2. Submit not less than 9 pieces of each type of material, including joint substrates, shims, joint sealant backings, secondary seals, and miscellaneous materials.
 - 3. Schedule sufficient time for testing and analysis of results to prevent delay in the progress of the Work.
 - 4. Investigate materials failing compatibility or adhesion tests and obtain joint sealant manufacturer's written recommendations for corrective measures, including use of specially formulated primers.
 - 5. Testing will not be required when joint sealant manufacturer is able to submit joint preparation data required above which is acceptable to the Engineer and is based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
- E. Product Testing - Provide comprehensive test data for each type of joint sealant based on tests conducted by a qualified independent testing laboratory on current product formulations within a 24-month period preceding date of submittal of test results.
 - 1. Test elastomeric sealants for compliance with requirements specified by reference to ASTM C920. Include test results for hardness, stain resistance, adhesion and cohesion under cyclic movement (per ASTM C 719), low-temperature flexibility, modules of elasticity at 100 percent strain, effects of heat aging, and effects of accelerated weathering.
 - a. Include test results performed on joint sealers after they have cured 1 year.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time and mixing instructions for multi-component materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions - Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40°F (4.4°C).
 - 2. When joint substrates are wet due to rain, frost, condensation or other causes.
- B. Joint Width Conditions - Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions - Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.8 SEQUENCING AND SCHEDULING

- A. Sequencing installation of joint sealers to occur not less than 21 or more than 30 days after completion of waterproofing, unless otherwise indicated.

PART 2 PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility - Provide joint sealants that are compatible with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors - Provide color of exposed joint sealants as selected by the Engineer from manufacturer's standard colors.

2.2 SEALANT - SUBMERSION AND TRAFFIC SURFACE APPLICATION

- A. The sealant to be used for this work shall be a polyurethane-base, non-sag elastomeric sealant with underwater primer.
 - 1. The sealant shall be approved for potable water contact by a certified testing laboratory.
 - 2. The sealant shall conform to Federal Specifications TT-S-00227E, Class A, Type II; ASTM C920, Type M, Grade NS, Class 25.
 - 3. The sealant shall exhibit inherent adhesion, which will not migrate in time.
 - 4. The sealant shall withstand total movement up to 25% extension and 25% compression.
 - 5. Unless otherwise directed, sealant color shall be manufacturer's standard color, which matches most closely the color of the material being jointed.

6. The sealant shall be Sikaflex 2c NS EZ Mix as manufactured by Sika Corporation or equal.

2.3 JOINT SEALANT BACKING

- A. General - Provide sealant backings of material and type which 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. Plastic Foam Joint Fillers - Preformed, compressible, resilient, nonwaxing, nonextruding strips of flexible, nonglassing plastic foam of material indicated below; nonabsorbent to water and gas; and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 1. Either open cell polyurethane foam or closed-cell polyethylene foam, unless otherwise indicated, subject to approval of sealant manufacturer, for cold-applied sealants only.
- C. Elastomeric Tubing Joint-Fillers - Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D1056, non-absorbent to water and gas, capable of remaining resilient at temperatures down to -26°F (-15°C). Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth and otherwise contribute to optimum sealant performance.
- D. Bond-Breaker Tape - Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer - Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated.
- B. Cleaners for Nonporous Surfaces - Provide nonstaining, chemical cleaners of type which are acceptable to manufacturer of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oil residues or otherwise have detrimental effect on a sealant adhesion or in-service performance.
- C. Masking Tape - Provide nonstaining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to joints.
- D. Accessory Materials for Fire-Stopping Sealants - Provide forming, joint-fillers, packing and other accessory materials required for installation of fire-stopping sealants as applicable to installation conditions indicated.

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 sealer performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints - Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturers and the following requirements.
 - 1. Remove all foreign material from joint substrates, which could interfere with adhesion of joint sealant.
 - 2. Clean concrete joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
- B. Joint Priming - Prime joint substrates as recommended by joint sealant manufacturer. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape - Use masking tape where required to prevent contact of sealant with adjoining surfaces which 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 printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Elastomeric Sealant Installation Standard - Comply with recommendations of ASTM C1193 for use of joint sealants as applicable to materials, applications and conditions indicated.
- C. Installation of Sealant Backings - Install sealant backings to comply with the following requirements:
 - 1. Install joint-fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths, which allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint-fillers.
 - b. Do not stretch, twist, puncture or tear joint fillers.
 - c. Remove absorbent joint fillers, which have become wet prior to sealant application and replace with dry material.
 - 2. Install bond breaker tape between sealants and joint fillers, compression seals or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.
 - 3. Install compressible seals serving as sealant backings to comply with requirements indicated above for joint fillers.
- D. Installation of Sealants - Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses

provided for each joint configuration and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

- E. Tooling of Nonsag Sealants - Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform bends of configuration indicated, to eliminate air pockets and to ensure contact and adhesion of sealant with sides of joint. Do not use tooling agents, which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 - 1. Provide concave joint configuration per Figure 5A in ASTM C1193, unless otherwise indicated.

3.4 CLEANING

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

3.5 PROTECTION

- A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they 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 sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

JOINT SEALER SCHEDULE

| | |
|--|---|
| Joint Sealants | Description of joint construction and location where sealant is typically applied (see note below). |
| Non-sag Elastomeric Sealant with Underwater Primer | All submerged joints and traffic surfaces. |

Provide a joint seal at all joints subject to weather infiltration whether shown or scheduled. Joints not shown or scheduled shall receive a joint sealant as selected by the Engineer from the sealants listed above.

END OF SECTION

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DIVISION 15 - MECHANICAL

SECTION 15076

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Equipment labels.
 - 2. Warning signs and labels.
 - 3. Pipe labels.
 - 4. Valve tags.
 - 5. Warning tags.
 - 6. Ceiling pins.

1.2 REFERENCES

- A. ASME A13.1 – Latest pipe marking standard guide for the identification of pipes.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For color, letter style, and graphic representation required for each identification material and device.
- C. Equipment and Piping Label Schedule: Include a listing of all equipment and piping to be labeled with the proposed content for each label.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Labels and Warning Signs
 - 1. Brady Corp.
 - 2. Seton Identification Products
 - 3. National Marker Company
 - 4. Or Equal

2.2 GENERAL

- A. When Owner's labeling standards are different from those specified, observe and follow Owner's standard labeling system.

2.3 PIPE LABELS

- A. General Requirements for Manufactured Pipe Labels: Preprinted, color-coded, with lettering indicating service, and showing flow direction according to ASME A13.1.
- B. Pretensioned Pipe Labels: Precoiled, semirigid plastic formed to cover full circumference of pipe and to attach to pipe without fasteners or adhesive.

- C. Self-Adhesive Pipe Labels: Printed plastic with contact-type, permanent-adhesive backing.
- D. Pipe Label Contents: Include identification of piping service using full fluid name or same designations or abbreviations as used on Drawings; also include pipe size and an arrow indicating flow direction.
 - 1. Flow-Direction Arrows: Integral with piping-system service lettering to accommodate both directions or as separate unit on each pipe label to indicate flow direction.
 - 2. Lettering Size: At least 3/4 inch for viewing distances up to 72 inches and proportionately larger lettering for greater viewing distances.
- E. Pipe label color schedule:
 - 1. Sanitary Waste Piping: White letters on a dark gray background.
 - 2. Sanitary Vent Piping: White letters on a dark gray background.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean piping and equipment surfaces of substances that could impair bond of identification devices, including dirt, oil, grease, release agents, and incompatible primers, paints, and encapsulants.

3.2 GENERAL INSTALLATION REQUIREMENTS

- A. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- B. Coordinate installation of identifying devices with locations of access panels and doors.
- C. Install identifying devices before installing acoustical ceilings and similar concealment.

3.3 PIPE LABEL INSTALLATION

- A. Pipe Label Locations: Locate pipe labels where piping is exposed or above accessible ceilings in finished spaces; machine rooms; accessible maintenance spaces such as shafts, tunnels, and plenums; and exterior exposed locations as follows:
 - 1. Near each valve and control device.
 - 2. Near each branch connection, excluding short takeoffs for fixtures and terminal units. Where flow pattern is not obvious, mark each pipe at branch.
 - 3. Near penetrations and on both sides of walls, floors, ceilings, and inaccessible enclosures.
 - 4. At access doors, manholes, and similar access points that permit view of concealed piping.
 - 5. Near major equipment items and other points of origination and termination.
 - 6. Spaced at maximum intervals of 50 feet along each run.
 - 7. Reduce intervals to 25 feet in areas of congested piping and equipment.

- B. Directional Flow Arrows: Arrows shall be used to indicate direction of flow in pipes, including pipes where flow is allowed in both directions.

3.4 ADJUSTING

- A. Relocate mechanical identification tags and provide additional labels where tags and labels have been visually blocked by other work.

3.5 CLEANING

- A. Clean all identification tags and labels.

END OF SECTION

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SECTION 15104

PLASTIC PIPE AND FITTINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. PVC pipe and fittings
- B. Related Sections
 - 1. Section 15400 – Basic Plumbing Requirements

1.2 REFERENCES

- A. ASTM D1785 - Specification for Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedule 40, 80 and 120.
- B. ASTM D2564 - Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
- C. ASTM D2855 - Specification for Making Solvent - Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.

1.3 SUBMITTALS

- A. Comply with the provisions of Section 154000.

1.4 QUALITY ASSURANCE

- A. Comply with the provisions of Section 15400.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Comply with the provisions of Section 15400.

PART 2 PRODUCTS

2.1 POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

- A. Where not indicated, as a minimum, below-slab drainage and vent piping shall be Schedule 40.
- B. PVC pipe shall be manufactured from rigid, unplasticized, polyvinyl chloride compounds meeting ASTM D1784, Cell Class 12454 (formerly Type I, Grade I). The pipe shall be manufactured in accordance with ASTM D1785, PVC 1120. Pipe shall be of the sizes as shown on the Drawings.
- C. Fittings shall be the socket type for solvent welded joints conforming to ASTM D2467. Solvent shall be as specified in ASTM D2564.
- D. Fittings shall be the socket type for solvent welded joints conforming to ASTM F439. Solvent shall be as specified in ASTM F493.
- E. Fittings and unions shall be of the same schedule number and manufactured of the same materials as the pipe.

2.2 FINISHES

- A. All plastic piping shall be thoroughly cleaned. Piping will not be painted.

PART 3 EXECUTION

3.1 PREPARATION

- A. Pipe surface preparation shall be the work of this Section and shall be performed in accordance with industry standards.

3.2 INSTALLATION

- A. Comply with the provisions of Section 15150.
- B. Joints for PVC pipe shall be solvent welded, except for threaded as required. In making solvent welded connections, clean dirt and moisture from pipe and fittings, bevel pipe ends slightly with emery cloth, if necessary, and apply solvent cement of the proper grade. Solvent welded joints shall be made in accordance with ASTM D-2855. In making solvent weld connections, the solvent shall not be spilled on valves or allowed to run from joints.
- C. Particular care shall be taken not to overstress threaded connections.
- D. All plastic pipe to metal pipe connections shall be made using flanged connections. Metal piping shall not be threaded into plastic fittings, valves, or couplings nor shall plastic piping be threaded into metal valves, fittings, or couplings. Only socket to thread adapters shall be used for threaded connections.

3.3 FIELD QUALITY CONTROL

- A. All pipelines shall remain undisturbed for 24 hours to develop complete strength at all joints. All pipelines shall be flushed clean and then subjected to a hydrostatic pressure test for 4 hours at a test pressure specified below. All leaks shall be repaired, and lines retested as approved by the Engineer. Prior to testing, the pipelines shall be supported in an approved manner to prevent movement during tests.
- B. Comply with the provisions of Section 15400.
- C. Plastic piping shall be pressure tested at a test pressure specified below. Test pressure shall be maintained with no loss in pressure for a period of 4 hours minimum.
- D. The test pressures for the various pipelines shall be as follows:
 - 1. Drain & vent piping 15 psi.

END OF SECTION

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SECTION 15150

SANITARY WASTE AND VENT PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Piping, tubing and fittings.
 - 2. Specialty pipe and fittings.
 - 3. Sanitary, waste, and vent systems.
- B. Related Sections
 - 1. Section 15400 – Basic Plumbing Requirements
 - 2. Section 15104 – Plastic Pipe and Fittings
 - 3. Section 15076 – Identification for Plumbing Piping

1.2 REFERENCES

- A. ASTM A74 - Specification for Cast Iron Soil Pipe and Fittings.
- B. ASTM C564 - Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings.
- C. Cast Iron Soil Pipe Institute (CISPI).

1.3 DEFINITIONS

- A. Building Drain - That part of the lowest horizontal piping of a drainage system that receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the drainage system.
- B. Vent System - A pipe or pipes installed to provide a flow of air to or from a drainage system, or to provide a circulation of air within such system to protect trap seals from siphonage and back pressure.

1.4 SUBMITTALS

- A. Product data: For pipe, tube, fittings, couplings, and gaskets.
- B. Shop Drawings: For hubless, single-stack drainage system. Include plans, elevations, sections, and details.
- C. Field quality-control inspection and test reports.

1.5 QUALITY ASSURANCE

- A. Piping materials shall bear the seals of specified testing and standards agencies.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Care shall be taken in loading, transporting, and unloading to prevent damage to the pipe or coatings. Examine all pipe and fittings before installing. Defective pipe and fittings shall not be installed.

- B. If any defective pipe is discovered after it has been installed, it shall be removed and replaced with a sound pipe in a satisfactory manner.
- C. All pipe and fittings shall be cleaned before installation and be kept clean until they are used in the work, and when installed shall conform to the lines, grades and dimensions required.
- D. Provide factory-applied plastic end-caps on each length of pipe and tube. Maintain end-caps through shipping, storage and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.
- E. Protect stored pipes and tubes. Elevate above grade and enclose with durable, waterproof wrapping. Protect flanges, fittings, and specialties from moisture and dirt by inside storage and enclosure, or by packaging with durable, waterproof wrapping.

1.7 SEQUENCING

- A. Coordinate the installation of drains and cleanouts in poured-in-place concrete slabs, to include proper elevations, installation of flashing, and slope of slabs.
- B. Coordinate with installation of drainage systems as necessary to interface existing building drain.

PART 2 PRODUCTS

2.1 AMERICAN IRON AND STEEL

- A. All iron and steel products included in this section shall be manufactured in the US.

2.2 MANUFACTURERS

- A. Manufacturer - Subject to compliance with requirements, sanitary and vent systems from one of the following or an approved equal:
 - 1. Ancon, Inc.
 - 2. Josam Mfg. Co.
 - 3. Jay R. Smith Mfg. Co.
 - 4. Tyler Pipe; Subs. of Tyler Corp.
 - 5. Zurn Industries, Inc.; Hydromechanics Div.
 - 6. Or equal

2.3 MATERIALS

- A. Above Ground Piping and Fittings
 - 1. Hubless Cast-Iron Soil Pipe - CISPI Standard 301, service weight, cast-iron soil pipe and fittings with 24-gauge, type 304 corrosion resistant, 18-8 chromium-nickel bearing stainless steel, heavy-duty, four-band, no-hub clamps with neoprene gaskets conforming to CISPI Standard 310 Clamps shall be high torque type (100 to 125 in/lbs), of same construction (Type 304 stainless) as above.
 - 2. Copper Tube - ASTM B306, DWV with ASME B16.23 cast bronze or ASME B16.29 wrought copper fittings and ASTM B32 solder joints, Grade 50B.
- B. Underground Pipe and Fittings

1. Service weight cast iron, hub and spigot soil pipe and fittings with resilient gaskets or packed oakum and lead
 2. Schedule 40 PVC pipe and fittings
 3. Refer to Section 15104
 - 4.
- C. Cleanout Plugs - Cast-bronze or brass, threads complying with ANSI B2.1, countersunk head.
- D. Floor Cleanouts - Cast-iron body and frame, with cleanout plug and adjustable round top as follows:
1. Floor Cleanouts in Process Areas/Mechanical Rooms - Cast-iron Top - Manufacturer's standard cast iron body, access cover with cleanout, heavy-duty scoriated secured ductile iron cover, internal recessed threaded bronze plug, J.R. Smith Series 4233, or equivalent model by Josam, Zurn, or equal.
 2. Floor Cleanouts in Finished Areas - Nickel bronze top, manufacturer's standard cast iron body, with adjustable top, spigot connection, internal bronze countersunk plug, solid scoriated secured bronze cover, J.R. Smith Series 4033, equivalent by Josam, Zurn or equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing grades, inverts, utilities, obstacles, and topographical conditions prior to installations.
- B. Examine rough-in requirements for plumbing piping, supports, and other equipment to verify actual locations of piping connections prior to installation.
- C. Examine walls, floors, and overhead conditions conditions where piping and specialties are to be installed.
- D. Do not proceed until unsatisfactory conditions have been corrected at no additional cost to the Owner.

3.2 PREPARATION

- A. Grade trench bottoms to provide a smooth, firm, and stable foundation, free from rock, throughout the length of the pipe.
- B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid and backfill with clean sand or pea gravel to provide indicated invert elevations.
- C. Shape bottom of trench to fit bottom of pipe for 90° (bottom ¼ of the circumference). Fill unevenness with tamped sand backfill. At each pipe joint provide grading to relieve the piping of all loads, and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPING INSTALLATION

- A. General Locations and Arrangements - Drawings (plans, schematics, and diagrams) indicate the general location and arrangement of the piping systems. Location and arrangement of piping layout take into account many design considerations. So far as

practical, install piping as indicated. Drain locations as shown on the plans are approximate and may have to be varied in the field. Coordinate with the current site conditions to avoid conflicts.

- B. Use fittings for all changes in direction and all branch connections.
- C. Install exposed piping at right angles or parallel to building walls. Diagonal runs are not permitted, unless expressly indicated.
- D. Install piping free of sags or bends and with ample space to permit cleanout, pump control panel, and check valve access.
- E. Install piping tight to walls, and other permanent elements of the building.
- F. Make changes in direction for drainage and vent piping using approximate 45° wyes, half-wyes, or long sweep quarter, sixth, eighth, or sixteenth bends. Sanitary tees or short quarter bends may be used on vertical stacks of drainage lines where the change in direction of flow is from horizontal to vertical. Straight tees, elbows, and crosses may be used on vent lines. No change in direction of flow greater than 90° shall be made. Where different sizes of drainage pipes and fittings are connected, use proper size, standard increasers and reducers. Reduction of the size of drainage piping in the direction of flow is prohibited.
- G. Install underground building drains to conform with the plumbing code, and in accordance with the Cast Iron Soil Pipe Institute Engineering Manual. Lay underground building drains beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install required gaskets in accordance with manufacturer's recommendations for use of lubricants, cements, and other special installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.
- H. Install building drain pitch down at minimum slope of ¼ inch per foot (2%) for piping on this project.
- I. Extend drain to connect to existing drainage piping, of size and in location indicated on the drawings.
- J. Hanger, supports, and anchor devices shall be in accordance with industry standards.

3.4 INSTALLATION OF PIPING SPECIALTIES

- A. Install expansion joints on vertical risers as required by the plumbing code.
- B. Above Ground Cleanouts - Install in above ground piping and building drain piping as indicated, and:
 - 1. as required by plumbing code.
 - 2. at each change in direction of piping greater than 45°;
 - 3. at minimum intervals of 50' for piping 4 inch and smaller; 100' for piping larger than 4 inches.
 - 4. at base of each vertical soil drainage stack.

3.5 PIPE APPLICATIONS - ABOVE GROUND, WITHIN BUILDING

- A. Above Ground, Within Building

1. Install hubless, service weight, cast-iron soil pipe and fittings for larger than 3 inch drainage and vent pipe. Make compression joints, and hubless joints in accordance with the recommendations in the CISPI Cast Iron Soil Pipe and Fittings Handbook, Chapter IV. At the Contractor's option, no hub pipe and fittings will be accepted for piping less than 3".
- B. Below Ground, Within Building
1. Install hub-and-spigot, standard weight, cast-iron, soil pipe and fittings with gasketed joints for 15 inch and smaller drainage pipe. Make compression joints, and hubless joints in accordance with the recommendations in the CISPI Cast Iron Soil Pipe and Fittings Handbook, Chapter IV.
 2. Service weight cast iron, hub and spigot soil pipe and fittings with resilient gaskets or packed oakum and lead
 3. Schedule 40 PVC pipe and fittings
 4. Refer to Section 15104

3.6 FIELD QUALITY CONTROL

- A. Inspections
1. Do not enclose, cover, or put into operation drainage and vent piping systems until it has been tested, inspected, and approved by the local authority having jurisdiction.
 2. During the progress of the installation, notify the plumbing official having jurisdiction, at least 24 hours prior to the time such inspection must be made. Perform tests specified below in the presence of the plumbing official.
 - a. Rough-in Inspection - Arrange for inspection of the piping system before concealed or closed-in.
 - b. Final Inspection - Arrange for a final inspection by the plumbing official to observe the tests specified below and to ensure compliance with the requirements of the plumbing code.
 3. Reinspections - Whenever the piping system fails to pass the test or inspection, make the required corrections, at no cost to the Owner, and arrange for reinspection by the plumbing official.
 4. Reports - Prepare test and inspection reports, to be signed by the plumbing official.
- B. Piping System Test - Test drainage and vent system in accordance with the procedures of the authority having jurisdiction, or in the absence of a published procedure, as follows:
1. Test for leaks and defects for all new drainage and vent piping systems and parts of existing systems, which have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with a diagram of the portion of the system tested.
 2. Leave uncovered and unconcealed all new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose all such

work for testing, that has been covered or concealed before it has been tested and approved.

3. Rough Plumbing Test Procedure – Except for outside leaders and perforated or open jointed drain tile, test the affected piping of plumbing drainage and venting systems upon completion of the rough piping installation. Tightly close all openings in the piping system, and fill with water to the point of overflow, but not less than 10 feet head of water. Water level shall not drop during the period from 15 minutes before the inspection starts, through completion of the inspection. Inspect all joints for leaks.
4. Repair all leaks and defects using new materials and retest system or portion thereof until satisfactory results are obtained.
5. Prepare reports for all tests and required corrective action.

3.7 CLEANING

- A. Clean interior of piping system. Remove dirt and debris as work progresses.
- B. Clean drain strainers, domes, and traps. Remove dirt and debris.
- C. Flush and clean new sanitary drain piping to remove debris and blockages. Drainage systems will be rejected if blockages exist, and clear flow is not observed.

3.8 PROTECTION

- A. Protect drains with suitable covering during the remainder of construction period, to avoid clogging with dirt and debris, and to prevent damage from traffic and construction work.
- B. Place protective plugs in open ends of uncompleted piping at end of day or whenever work is paused or stops for the day.

END OF SECTION

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SECTION 15400

BASIC PLUMBING REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes basic Plumbing requirements and general conditions.
- B. Related Sections
 - 1. Section 15104 –Plastic Pipe and Fittings
 - 2. Section 15150 – Sanitary Waste and Vent Piping

1.2 REFERENCES

- A. International Building Code – IBC 2015
- B. International Plumbing Code – IPC 2015
- C. International Energy Conservation Code – IECC 2015

1.3 SUBMITTALS

- A. Submit manufacturer's drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- B. Mark dimensions and values in units to match those specified.
- C. Submit manufacturer's drawings, bill of material, equipment layouts, catalog data, wiring diagrams and other documentary or descriptive information for each assembly.

1.4 CLOSEOUT PROCEDURES

- A. Prior to final acceptance of the Work, provide all closeout documentation.

1.5 REGULATORY REQUIREMENTS

- A. Conform to all codes listed under References in this Section.
- B. Conform to all applicable Local Building Codes.
- C. Obtain and pay for all applicable permits.

1.6 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project existing conditions.
- B. Prepare drawings showing proposed rearrangement of Work to meet Project conditions, if required, including changes to Work specified in other Sections. Obtain permission of Owner's Project Representative before proceeding.
- C. Location of plumbing equipment and piping, as indicated, are approximate only. Exact locations are to be determined by the Contractor in the field during construction. If any location is significantly different from that indicated (greater than 5 feet away from the location shown on drawings), the Owner's Project Representative must give approval to the change.

1.7 DRAWINGS AND SPECIFICATIONS

- A. Drawings and specifications are typical of work to be completed and of arrangement desired. Provide all accessories and appurtenances necessary for complete systems.
- B. As-Built Drawings: Maintain a master set of as-built drawings showing the changes and deviations from the contract drawings or the approved shop drawings. Make markups as the changes are made. Submit as-built documentation to Engineer at substantial completion.
- C. Where underground facilities are installed, measure, record, and submit as-built dimensions, including inverts/depth.

1.8 WARRANTY

- A. Submit a written warranty, executed by the Contractor and manufacturer, as applicable, agreeing to the replacement and installation of all material, parts, and adjustments required due to failure in materials or workmanship within one year from the Owner's final acceptance of the Work.
- B. During this warranty period, Contractor shall answer all service calls at no expense to the Owner. All defects developing through faulty materials or workmanship shall be corrected or replaced immediately by the Contractor without expense to the Owner. Such repairs or replacements shall be made to the Owner's satisfaction.
- C. This warranty shall be in addition to, and not a limitation of, other rights and remedies the Owner may have against any party under the Contract Documents. This warranty is in addition to all other warranties existing under either the Contract Documents or required by Law.

1.9 SEISMIC REQUIREMENTS

- A. Components, systems, and their supports shall be designed in accordance ASCE 7-05, Section 13.6 Mechanical and Electrical Components, and the International Building Code (IBC 2015).
- A. Submit details showing the seismic restraints.
- B. Submit stamped, signed certification from a Rhode Island licensed professional structural engineer that the design meets the seismic restraint requirements.

1.10 RESTRICTIONS

- A. Plumbing equipment provided under this Division may not be used for temporary requirements due to premature wear and dirt/dust infiltration. Written approval may be obtained from the Owner only after submission of a written cleaning plan and guarantee extension.
- B. Piping shall not be run in any concrete floor slab. Written approval from the Structural Engineer may be obtained only after submission and approval of a layout shop drawing.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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