

ATTACHMENTS TO FURNITURE CONTRACT

Attachment I: General Conditions of the Contract for Furniture, Furnishings and Equipment.

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ATTACHMENT I

**GENERAL CONDITIONS OF THE CONTRACT FOR
FURNITURE, FURNISHINGS AND EQUIPMENT**

[To be attached]

EXHIBIT A

HOT WORKS PROCEDURES

Purpose

These procedures have been established for the protection of persons from injury and illness and the protection of property from damage caused by fire and explosion arising from welding, cutting and allied processes.

Scope

These procedures cover provisions to prevent loss of life and property from fire or other accidents during the use of oxy-fuel gas and electric arc cutting and welding equipment.

Reference: OSHA 29CFR 1910.252
NFPA 51 B

Procedures

Cutting or Welding

1. In areas that are or have been made fire safe by removing combustibles or protecting them from ignition sources and,
2. By welders who have been trained in safe operation of their equipment.

Before cutting and/or welding, a Hot Works permit must be obtained from the Facilities Engineering and Planning Department or the Environmental Health and Safety Department (EH&S). The area shall be inspected by the supervisor responsible for the work and if necessary by the EH&S personnel to ensure that:

1. Cutting and welding equipment is in satisfactory operating condition and in good repair.
2. All combustible material in the area has been moved to a safe distance from the work or the combustibles have been properly shielded against ignition.
3. The supervisor shall ensure that appropriate fire protection and extinguishing equipment are properly located on site.
4. The supervisor shall make arrangements for a firewatcher to remain on site at least one-**half hour** after the completion of cutting or welding operations to detect and extinguish possible smoldering fires.
5. The supervisor shall ensure that a copy of the Hot Works permit is located on the door and that EH&S has been notified and received a copy of the permit.

Hot Works Permit

Prior to issuing a Hot Works permit, Facilities Engineering and Planning or EH&S should inspect the area and confirm:

1. Smoke detectors in the immediate area have been identified and temporarily disabled to prevent nuisance alarms. This is to include detectors located in the ceiling as well as in the return air ducts.
2. Where combustible materials such as paper clippings, wood shavings or textile fibers are on the floor, the floor shall be swept clean for a radius of 35 feet. Combustible floors (except wood on concrete) shall be kept wet, covered with damp sand, or protected by fire-resistant shields. Where floors have been wetted, personnel operating arc welding or cutting equipment shall be protected from possible shock.
3. Where practical, all combustibles shall be relocated at least 35 feet horizontally from the work site. Where relocation is impractical, combustibles shall be protected with flame proofed guards or curtains. Edges of covers at the floor shall be tight to prevent sparks from going under them. This precaution is also important at overlaps where several covers are used to protect a large area.
4. Openings or cracks in walls, floors or ducts within 35 feet of the site shall be tightly covered to prevent the passage of sparks to adjacent areas.
5. Where cutting or welding is done near walls, partitions, ceilings or roofs of combustible construction, fire resistant shields or guards shall be provided to prevent ignition. If welding is to be done on a metal wall, partition, ceiling or roof, precautions shall be taken to prevent ignition of combustibles on the other side, due to conduction, preferably by relocating combustibles. Where combustibles are not relocated, a fire watch on the opposite side from the work will be provided. The fire watch must remain on the opposite side of the work for at least one hour after work completion. Welding shall not be attempted on a metal partition, wall, ceiling, or roof having a combustible covering or on walls or partitions of combustible sandwich-type panel construction.
6. Cutting or welding on pipes or other metal in contact with combustible walls, partitions, ceilings or roofs shall not be undertaken if the work is close enough to cause ignition by conduction.
7. Fully charged and operable fire extinguishers, appropriate for the type of possible fire, shall be available at the work area. Where hose lines are available, they shall be connected and ready for service.
8. When welding or cutting is done in close proximity to a sprinkler head, a wet rag shall be laid over the head and then removed at the conclusion of the welding or cutting operation. Special precautions shall be taken to avoid accidental operation of automatic fire detection or suppression systems.

9. Nearby personnel shall be equipped with proper personal protective equipment to protect against heat, sparks, slag, etc.
10. Appropriate personnel protective equipment including hoods, eye protection and clothing are available.
11. A Hot Works permit will be issued for a maximum of one shift or eight hours. If the work extends past this time period, a new permit must be issued by Facilities and Engineering or EH&S.

Ventilation

Adequate ventilation (natural, mechanical or respirator) must be provided for all welding, cutting, brazing and related operations. Adequate ventilation depends upon the following factors:

1. Volume and configuration of the space in which the operations occur.
2. Number and type of operations generating contaminants.
3. Allowable levels of specific toxic or flammable contaminants being generated.
4. Natural air flow (rate and direction) and general atmospheric conditions where work is being done.
5. Location of the welder's and other person's breathing zones in relation to the contaminants or sources.

Natural ventilation is acceptable for welding, cutting and related processes where the necessary precautions have been taken to keep the welder's breathing zone away from the welding or brazing plume.

When welding inside or adjacent to an occupied building, **local ventilation must be established and exhausted to the outside.**

Special Ventilation Concerns

Certain materials, sometimes contained in the consumables, base metals, coatings, or atmospheres of welding or cutting operations, have low or very low permissible exposure limits (American Conference of Governmental Industrial Hygienists, Threshold Limit Value 1.0 mg/m³ or less). Among these are:

Antimony	Beryllium	Cobalt	Manganese	Selenium
Arsenic	Cadmium	Copper	Mercury	Silver
Barium	Chromium	Lead	Nickel	Vanadium

Refer to Material Safety Data Sheets (MSDSs) provided by the manufacturer and available through EH&S to identify any of the materials listed above that may be contained in the consumable.

Whenever these materials are encountered as designated constituents in welding, brazing or cutting operations, special ventilation precautions shall be taken to assure the level of contaminants in the atmosphere is below the limits allowed for human exposure.

HOT WORK PERMIT

**BEFORE INITIATING HOT WORK, ENSURE PRECAUTIONS ARE IN PLACE!
MAKE SURE AN APPROPRIATE FIRE EXTINGUISHER IS READILY AVAILABLE!**

This Hot Work Permit is required for any operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch-Applied Roofing², and CAD welding.

INSTRUCTIONS

A. Verify precautions listed at right (or do not proceed with the work).

B. Complete and retain this permit.

HOT WORK BEING DONE BY:

EMPLOYEE _____

CONTRACTOR _____

Address: _____

Phone: _____

DATE: _____

JOB NO. _____

LOCATION/BUILDING & FLOOR: _____

NATURE OF JOB/OBJECT: _____

WORK: _____

SPECIAL PRECAUTIONS:

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for work.

SIGNED: _____

PERMIT EXPIRES: _____

DATE: _____

TIME: _____

AM

PM

ENVIRONMENTAL HEALTH & SAFETY REPRESENTATIVE:

SIGNED: _____

REQUIRED PRECAUTIONS CHECKLIST

- Available sprinklers, hose streams, and extinguishers are in service/operable.
- Hot work equipment in good repair.

Requirements Within 35 Ft (10 M) Of Work

- Flammable liquids, dust, lint, and oil deposits removed.
- Explosive atmosphere in area eliminated.
- Floors swept clean.
- Combustible floors wet down, covered with damp sand, metal, fire-resistant sheets or shields.
- Remove other combustibles where possible. Otherwise protect with fire-resistant tarpaulins or metal shields.
- All wall and floor openings covered.
- Fire-resistant tarpaulins suspended beneath work.

Work on walls or ceilings/enclosed equipment

- Construction is noncombustible and without combustible covering or insulation.
- Combustibles on other side of walls moved away.
- Danger exists by conduction of heat into another area.
- Enclosed equipment cleaned of all combustibles.
- Containers purged of flammable liquids/vapors.

Fire watch/not work area monitoring

- Fire watch will be provided during and for 30 minutes after work, including any coffee or lunch breaks.
- Fire watch is supplied with suitable extinguishers.
- Fire watch is trained as to the location and to the use of the equipment and sounding the alarm.
- Fire watch may be required for adjoining areas, above, and below.
- Monitor hot work area for 30 minutes after job is completed.

Other precautions taken

- Confined space entry permit required.
- Is area protected with smoke or heat detection?
- Ample ventilation to remove smoke vapor from work area.
- Lock out/tag out required.

FACILITIES AND ENGINEERING REPRESENTATIVE:

SIGNED: _____

EXHIBIT B

POWER AND MECHANICAL LOCK-OUT PROCEDURES

The following procedure is to be used by all employees when working on electrical equipment or on mechanical processes that could potentially cause harm to personnel or equipment. This includes equipment and valves with automatic, remote and manual means of operation.

1. Inform the operator(s) and/or Supervisor before power is disconnected or equipment is locked out.
2. Before starting work on an engine, motor, valve, power transmission equipment, or power driven machinery, make sure the power is disconnected and locked out and that the valves are locked out in a safe condition. Make sure they cannot be set in motion or energized without your permission.
3. Each operator or maintenance person assisting with the work will place his or her own padlock and tag on control switches, levers and valves even if someone else has locked the device. Individual locks and tags shall be used and keys must not be left in or near the lock. Before work is started, test the equipment to be sure the power or process is off.
4. No one other than the person placing the padlock shall remove the pad lock and restore power or process. EXCEPTION: (If person who locked out equipment is not available) Department or Maintenance Supervisor may remove padlock and tag after a thorough check to make sure that no person or equipment will be exposed to danger.
5. If it is necessary for work to be continued by the next shift personnel, with the employees of both shifts present, oncoming shift personnel will immediately insert their own padlocks and tags and remove the padlocks of the leaving shift. Downtime requiring more than one shift may necessitate that the craft or area Supervisor install his padlock in addition to, or in place of, the individual's padlock. Each individual involved with the work is responsible to see that safe procedures are followed and to assure that all concerned personnel are informed of work in progress.
6. If you lose the key to your padlock, report the loss immediately to your Supervisor and get a new padlock.
7. Failure to abide by this Power Lockout Procedure, as set forth will result in prompt disciplinary action for those employees involved.
8. "Departmental Padlocks" will be used to lock out equipment in special situations.
9. Locked out equipment shall not be restarted until all padlocks and tags have been removed and Department Supervisor has been notified of work completion.
10. Unsafe equipment shall never be left without being locked out.
11. If a piece of equipment cannot be effectively locked out for any reason, immediately notify your supervisor and do not work on the equipment until an effective method of lock-out is identified and implemented.

EXHIBIT C

SCHEDULE OF CONTRACTOR'S INSURANCE REQUIREMENTS

<u>Schedule of Insurance</u>	<u>Limits of Liability</u>	
Commercial General Liability		
General Aggregate	\$2,000,000	
Products/Completed Operations Aggregate	\$1,000,000	
Each Occurrence	\$1,000,000	
Personal & Advertising Injury	\$1,000,000	
Damage to Rented Premises	\$100,000	
Medical Payments	\$5,000	
Automobile Liability		
Insures all owned, hired and non-owned vehicles with the limits of not less than the following:		
Bodily Injury and Property Damage	\$1,000,000	Each Accident
Workers Compensation and Employers Liability Insurance		
Accident	\$1,000,000	Each Accident
Disease	\$1,000,000	Each Employee
Disease	\$1,000,000	Policy Limit
Excess Liability		
Unless waived by Owner	\$5,000,000	Each Occurrence
	\$5,000,000	Aggregate
<i>[NOTE TO DRAFTER: Check with Rice risk management if the Project is in excess of \$20,000,000 as liability limit may need to change.]</i>		
Professional Liability		
Unless waived by Owner	\$1,000,000	Each Claim
	\$3,000,000	General Aggregate
Pollution Liability		
(If work involves asbestos, lead paint, hazardous substances or other pollutants)	\$1,000,000	Each Occurrence
Unless waived by Owner	\$3,000,000	General Aggregate

Required Endorsements

The aforementioned insurance policies should bear the following:

- 1) **Endorsements waiving the rights of subrogation** against William Marsh Rice University, its subsidiaries and affiliates on the General Liability, Automobile Liability, Excess Liability, Pollution Liability and Workers Compensation policies.
- 2) Commercial General Liability, Automobile Liability, Pollution Liability and Excess Liability policies shall bear the endorsements **naming William Marsh Rice University, its subsidiaries and affiliates as Additional Insureds.**
- 3) **Endorsement providing thirty (30) day written notice of cancellation to William Marsh Rice University.**

[NOTE TO DRAFTER: Check with Rice risk management if contractor will have access to Rice data as additional requirements may be needed.]

Certificates of Insurance shall be filed with Rice University prior to the commencement of the work and must be approved by Director of Risk Management MS-670, William Marsh Rice University, P.O. Box 1892, Houston, Texas 77251-1892.

EXHIBIT D

CERTIFICATE OF COMPLIANCE

**CERTIFICATE OF COMPLIANCE RE: NON-DISCRIMINATION
AND AFFIRMATIVE ACTION**

**EXECUTIVE ORDER 11246
EQUAL OPPORTUNITY EMPLOYER AFFIDAVIT**

Submitted to

**WILLIAM MARSH RICE UNIVERSITY
FACILITIES ENGINEERING AND PLANNING DEPARTMENT**

STATE OF _____

COUNTY OF _____

This company, contractor or subcontractor (in each case, for purposes of this certificate, the “contractor”) agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under § 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to § 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

_____, being duly sworn, deposes and says that he/she is the _____ of the contractor, and that all statements herein contained are true and correct.

(Name)

(Company)

ATTACHMENT II

PROPOSAL

[To be attached]

[NOTE TO DRAFTER: Do not attach full proposal; cut and paste as appropriate.]

ATTACHMENT III

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

[Form of release to be obtained from Consultant, Contractor/Supplier,
Subcontractor or Supplier to a Subcontractor]

Project _____

Job No. _____ PO # _____

On receipt by the signer of this document of a check from [William Marsh Rice University] *[NOTE TO DRAFTER: Change name if a subsidiary or affiliate is the contract party.]* (maker of check) in the sum of \$ _____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of [William Marsh Rice University, a Texas non-profit corporation] *[NOTE TO DRAFTER: Change name if a subsidiary or affiliate is the contract party.]* (owner) located at _____ (location) to the following extent: _____

_____ (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property _____ or _____ to _____
_____ (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date _____, 20_____.

_____ (Company name)

By _____ (Signature)

_____ (Title)

ATTACHMENT IV

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

[Form of release to be obtained from Consultant, Contractor/Supplier,
Subcontractor or Supplier to a Subcontractor]

Project _____

Job No. _____ PO # _____

On receipt by the signer of this document of a check from [William Marsh Rice University]
[NOTE TO DRAFTER: Change name if a subsidiary or affiliate is the contract party.] (maker of
check) in the sum of
\$ _____ payable to

_____ (payee or payees
of check) and when the check has been properly endorsed and has been paid by the bank on
which it is drawn, this document becomes effective to release any mechanic's lien right, any right
arising from a payment bond that complies with a state or federal statute, any common law
payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or
statute related to claim or payment rights for persons in the signer's position that the signer has
on the property of [William Marsh Rice University, a Texas non-profit corporation] [NOTE TO
DRAFTER: Change name if a subsidiary or affiliate is the contract party.] (owner) located at
_____ (location) to the following extent:

(job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials
furnished to the property or to _____
(person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify
evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final
payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and
suppliers for all work, materials, equipment, or services provided for or to the above referenced
project up to the date of this waiver and release.

Date _____, 20____.

_____ (Company name)

By _____ (Signature)

_____ (Title)

THE STATE OF _____ §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____

_____ *[insert name of person executing document]*, the _____

_____ *[insert title of person executing instrument]* of _____

_____ *[insert name of entity]*, a _____

_____ *[if an entity, describe type of entity, such as "corporation", "partnership", etc., including the name of the state under whose jurisdiction the entity was created]* on behalf of said _____

_____ *[repeat name of entity]*.

Notary Public in and for the State of _____

Printed Name of Notary

My commission expires: _____