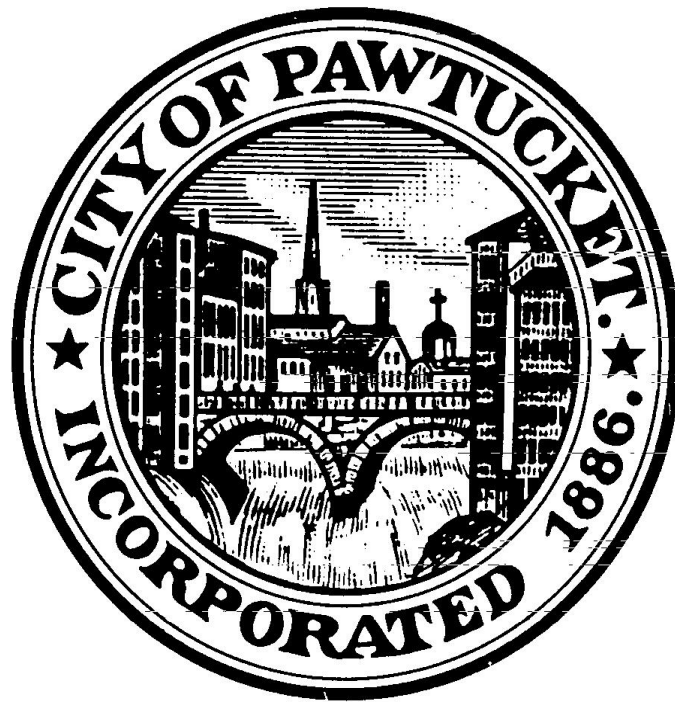


# CITY OF PAWTUCKET

## REQUEST FOR PROPOSALS



**BID # 25-018**  
**PINE STREET NORTH GREEN**  
**INFRASTRUCTURE & PEDESTRIAN**  
**IMPROVEMENTS**

February 14, 2025



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  - DBE Subcontractor Participation Form
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  - SRF Contract Specifications Package
  - Debarment & Suspension Package



## 1.0 - Bid/Solicitation Information

### Schedule

Pre-Bid/Proposal Conference:  No  Yes  
Thursday February 20, 2025 @ 1:00 PM

\*\*\*\*\* **Non-Mandatory** \*\*\*\*\*

Location:

Public Works Center  
250 Armistice Boulevard  
Pawtucket, RI 02860

Requests for Further Information:

March 6, 2025 @ 10:00 PM

Requests for information or clarification must be made electronically to the attention of:

Michael Wilcox, Project Engineer  
E-mail: [mwilcox@pawtucketri.gov](mailto:mwilcox@pawtucketri.gov)

**AND**

Jim Vandermillen, Director  
E-mail: [jvandermillen@city.centrafallsri.gov](mailto:jvandermillen@city.centrafallsri.gov)

**AND**

Sean Arruda, Engineer (Fuss & O'Neill, Inc.)  
E-mail: [sarruda@fando.com](mailto:sarruda@fando.com)

Please reference the RFP number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

### **RFP Submission Deadline:**

**March 13, 2025 at 12:00PM**

**Late submittals will not be considered.**

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:

Pawtucket City Hall - Purchasing Office  
137 Roosevelt Avenue  
Pawtucket, RI 02860

***Bids will be publicly opened on March 13, 2025 at 4:00 PM during a scheduled Purchasing Board meeting in City Council Chambers, City Hall***

### **Bonds/Surety Required**

Bid Bond:  No  Yes

Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond:  No  Yes

Performance and Payment Bond:  No  Yes

(Submit upon award of contract)

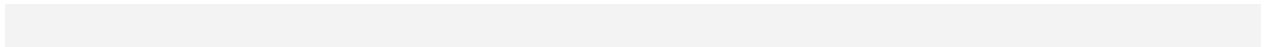
Bidder is required to provide a performance and payment bond as outlined in the City's General Terms & Conditions of Purchase (Appendix B of this RFP) in an amount not less than one hundred percent (100%) of the bid price.

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

**Miscellaneous**

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The Cities of Pawtucket and Central Falls reserve the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The Cities of Pawtucket and Central Falls may, at their sole option, elect to require presentations(s) by bidders clearly in consideration for award.



## 2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and site conditions thoroughly and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The Cities of Pawtucket and Central Falls assume no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be

public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.
- The Cities of Pawtucket and Central Falls reserve the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The Cities also have the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.
- Bids will be opened publicly at a regularly scheduled purchasing board meeting, the date of which is the same as the RFP submission deadline provided in Section 1.0.
- Interpretations or Addenda: No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the City of Pawtucket and City of Central Falls (hereinafter called the "Owner"). Any inquiry received seven or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the office of the Owner at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.
- Each Bidder shall, upon request of the Owner, submit a detailed financial statement on a form furnished by the Owner for that purpose. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract and the Bidder shall furnish the Owner all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract.



## **3.0 - Overview**

### **3.1 Project Overview**

The purpose of the project is to reconstruct the section of Pine Street between Barton Street in Pawtucket and Rand Street in Central Falls to include green stormwater infrastructure (GSI) elements that will both improve the stormwater resiliency of the neighborhood and will improve pedestrian access from a new commuter parking lot on Pine Street (near Conant Street) to Barton Street. Green infrastructure retrofits will be used to define a pedestrian travel way in a narrow urban canyon in order to encourage people to utilize the commuter lot to access the train station. GSI elements/practices for this project primarily include streetside (bioretention) planters, tree filters, and permeable pavers.

### **3.2 Project Background**

Green stormwater infrastructure was installed in the section of Pine Street between Goff Avenue and Main Street in 2019 to improve the primary means of access to the new train station and RIPTA bus hub. This project will implement similar Green Stormwater Infrastructure (GSI) in the northern portion of Pine Street consisting of curbside bioretention planters, permeable pavers, tree filter boxes, and tree pits. The goal is to provide a streetscape that encourages redevelopment of the district around Pine Street through pedestrian improvements and the addition of trees and parklets. This project is one part of a larger project that the City is implementing to redevelop the TOD District that is proposed around the proposed train station site.

Funding for the project will be provided through the Rhode Island Infrastructure Bank (RIIB), EPA OSG, Community Development Block Grant (CDBG), Rhode Island Commerce Corporation, Watershed Restoration Bond Fund (administered by the Rhode Island Department of Environmental Management, and Housing and Urban Development-Economic Development Initiative (HUD-EDI)

## **4.0 - Scope of Work**

### **4.1 Location**

The location of the proposed construction activity (“the Project”) is shown on the Site Plans Issued for Bid included in this RFP as Appendix H. In general terms, the location of the Project can be described as follows:

- Pine Street right-of-way between its intersections with Barton Street and Rand Street

### **4.2 General Requirements**

#### **4.2.1 Project Schedule**

- Bids Due Date: 3/13/2025 (12:00 PM Deadline)
- Bid Opening Date: 3/13/2025 @ 4:00 PM)
- Project Award: 03/27/2025
- Project Begins: 03/28/2025
- Substantial Completion: 11/30/2025
- Final Completion: 12/31/2025

#### **4.2.2 Hours of Work**

The Contractor shall be permitted to work on-Site from 7:00 AM to 5:30 PM, Monday through Friday. The Contractor may be permitted to work during extended hours outside of this time, but only upon receipt of the DPW's express written authorization.

#### **4.2.3 Pricing**

**CONTRACT BASE BID PRICE:** This lump sum price shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work described in the Contract Documents, Drawings and Specifications with the exception of items of work for which Unit Bid, Add/Deduct, and Bid Alternate Prices are provided.

**ADD/DEDUCT UNIT BID PRICES:** As part of the Total Contract Bid Price, the Bidder shall carry the quantities listed below at stated quantities and prices indicated on the Pricing Proposal. Each price shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work specified for each of the Add/Deduct Unit Bid Items as described for that item of work in the Drawings and Specifications.

The Owner reserves the right to remove these items from the contract totally or in part and to adjust the contract sum to reflect the actual quantities incorporated into the construction as authorized by the Owner. These bid items should not include overhead and profit to complete work other than for these bid items.

**UNIT PRICES:** Unit Price Bid Items shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work specified for each of the Unit Price Bid Items as described for that item of work in the Drawings and Specifications.

Special attention of all Bidders is called to this provision should conditions make it necessary to revise the quantities based on funding constraints or unit prices based on substantial increases or decreases in quantities.

The Owner reserves the right to adjust item quantities based on available funding.

If the actual quantity of a unit-priced item in this contract varies more than 25 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon the demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 125 percent or below 75 percent of the estimated quantity. Greater than 125 percent of the bid quantity, the unit price cost adjustment will be made only for those units that are in excess of 125 percent of the bid quantity. Less than 75 percent of the bid quantity, the unit price cost adjustment will be made for those units of work done and accepted, except that the total payment for the item shall not exceed 100 percent of the total amount bid for the item. No allowance shall be made for any increased expenses, loss of expected reimbursement, or loss of anticipated profits suffered or claimed, either directly from alterations in quantities or indirectly from unbalanced allocations among the Contract items on the part of the bidder and subsequent loss of expected reimbursements or any other causes.

**BID ALTERNATES:** A separate lump sum unit price shall be provided for each Bid Alternate. Each individual lump sum unit price shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work specified for each of the Bid Alternate Items as described for that item of work in the Drawings and Specifications. Bid Alternate prices include installing trellises at the Conant Street and Barton Street Parklet Areas.

**TOTAL CONTRACT BID PRICE:** The Total Contract Bid Price shall be the total of the Contract Base Bid Price, Add/Deduct Items, Unit Price Bid Items (at stated quantities and prices indicated on the Pricing Proposal) and Bid Alternate Items.

#### **4.2.4 Prevailing Wage Requirements**

Bidders are advised that payment of the local prevailing wage, as established by the Rhode Island Department of Labor and Training, is a requirement of this project, as outlined in Appendix B. A copy of the current prevailing wage decision is included in this document as Appendix C. Where a contract will be entered pursuant to competitive bidding procedures, a modification, notice of which is published on the Wage Determination web site at <https://sam.gov/content/home>; or in the Federal Register less than 10 days before the opening of bids shall be effective unless the agency finds that there is not a reasonable time still available before bid opening to notify bidders of the modification and a report of the finding is inserted in the contract file. Bidders are expected to account for the prevailing wage rates applicable to this project in the formulation of their bid.

All contractors and sub-contractors are required to use the Rhode Island Certified Weekly Payroll and the RI Statement of Compliance form. Use of company payroll forms or other state (MA, CT, etc.) forms is not acceptable. Only employees of the contractor should be listed on the RI Certified Weekly Payroll forms. Subcontractors must do their own separate RI Certified Weekly Payroll form listing all of their workers working on the Prevailing Wage job-site.

Federal forms may be used for Department of Transportation projects only. However, if a complaint is being investigated, the DLT will require the contractor under investigation to resubmit the requested payroll information on the Rhode Island Certified Weekly Payroll form for all hours worked on that Department of Transportation project being investigated.

#### **4.2.5 Payment Requisitions**

The Contractor shall prepare draft requisitions for payment for the Project Engineer's review and approval and revise the requisitions as necessary prior to submission to the Owner. Payment requisitions shall be prepared using AIA Standard Forms G702 and G703.

The Owner reserves the right to withhold 5% of each progressive request for payment as retainage. The Owner shall release retainage payments per the terms outlined in Section 12.0 of this RFP.

#### **4.2.6 Experience**

The City will require all general contractors and subcontractors have a minimum of 5 years' experience doing similar type of work. This experience should be listed in the form supplied in Section 11 and or attach a separate sheet listing your company's experience and that of subcontractors performing work.

#### **4.2.7 Minority Business Enterprise (MBE) Participation**

The undersigned bidder acknowledges that this project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that ten percent of the dollar value of work performed on the project be performed by minority business enterprises. The undersigned bidder acknowledges its obligation to meet the ten percent (10%) requirement under these regulations.

#### **4.3 Scope Detail**

The scope of work is defined comprehensively in the Technical Specifications and Site Plans issued for bid, which are incorporated into this RFP as Appendices G and H, respectively.

## **5.0 - Insurance**

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered with the City of Pawtucket and City of Central Falls, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket and City of Central Falls shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.

## **6.0 - Acknowledgement of Risk & Hold Harmless Agreement**

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket and City of Central Falls, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket and City of Central Falls property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket and City of Central Falls property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket and City of Central Falls property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket and City of Central Falls property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and City of Central Falls and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

## **7.0 - Additional Insurance Requirements**

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the Cities of Pawtucket and Central Falls shall include the Cities of Pawtucket and Central Falls, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the Cities of Pawtucket and Central Falls; and
- B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the Cities of Pawtucket and Central Falls and that any insurance, self insurance or self retention maintained by the Cities of Pawtucket and Central Falls shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the Cities of Pawtucket and Central Falls.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Cities of Pawtucket and Central Falls. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's and City' of Central Falls Purchasing Agents reserve the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

## 8.0 - Proposal Content and Organization

All bids must be submitted on the forms supplied in Section 11.0 and shall be subject to all requirements of the Contract Documents, including these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder. Pricing must include all costs as specified in this solicitation.

The Owner may consider as irregular any Bid on which there is an alteration of or departure from the Bid Form hereto attached and at its option may reject the same.

Bid Documents, including the Bid, the Bid Bond, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, "**Pine Street North Green Infrastructure & Pedestrian Improvements, Bid #25-018**", as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

If the Contract is awarded, it will be awarded by the Owner to a responsible Bidder on the basis of the lowest qualified bid price and the selected Alternative Bid items, if any.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the Cities of Pawtucket and Central Falls, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed. See Proposed Subcontractors form. Subcontractors will be required to list their experience doing similar work that are contracted to do.

Two (2) copies of your proposal—one (1) original hard copy and one (1) electronic copy; and one digital (1) copy on USB containing one combined file—must be submitted at the time of submission. Proposals must be in the following format:

Bid Form (Section 11 "*ENTIRE SECTION*")

*Bid Bond*

*Non-Collusion Affidavit (After Bid Form)*

Anti-Kickback Acknowledgement (Appendix A)

Company overview

Length of time your firm has been in business

Length of time at current address



Statement of Experience (Contractor provided form)

All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the Cities of Pawtucket and Central Falls assume that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

## 9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The Cities of Pawtucket and Central Falls reserve the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Vendor who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. The City reserves the right to consider as unqualified to do the work of general construction any Bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the Improvements embraced in this Contract.

Further, the Cities reserve the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The Cities of Pawtucket and Central Falls may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in two (2) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications	20%
References	10%
Price	70%

For purposes of evaluating the bid, The Cities will use the price referenced above in Evaluation Criteria as the price noted in Section 11 Bid Form, which will be the Total Contract Bid Price (which includes the Contract Base Bid, Add/Deduct Unit Bid Prices at quantities specified, and Bid Alternates) and allowances. The Cities will select bid alternates and may adjust unit price quantities as the budget allows.

In the event that the Cities require further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the Cities.

## **10.0 - Miscellaneous**

- Vendors/Bidders/Contractors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the Cities of Pawtucket and Central Falls against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.
- The Cities are exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the Cities are also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.
- The Cities of Pawtucket and Central Falls reserve the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.
- The Cities of Pawtucket and Central Falls reserve the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.
- The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.
- The Cities reserve the right to pay the selected Vendor via credit card at its sole discretion.

## 11.0 – Bid Form

### BID #25-018 - Pine Street North Green Infrastructure & Pedestrian Improvements

Date: \_\_\_\_\_

Submitted By: \_\_\_\_\_

(Include Name, Address and Telephone No.) \_\_\_\_\_

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Name and remittance address that will appear on invoices:

Physical address of business:

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#### General Information

Is your firm a sole proprietorship doing business under a different name? \_\_\_\_ Yes \_\_\_\_ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

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Is your firm incorporated? \_\_\_\_ Yes \_\_\_\_ No

Will any of the work spelled out in this bid be outsourced? \_\_\_\_ Yes \_\_\_\_ No

If so, please explain below:

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Have you or your firm been subject to suspension, debarment or criminal conviction by the Cities of Pawtucket and Central Falls, the State of Rhode Island, or any other jurisdiction?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have the Cities of Pawtucket and Central Falls and/or the State of Rhode Island ever terminated contracts with your firm for cause?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Has your firm ever withdrawn from a contract with the Cities of Pawtucket and Central Falls and/or the State of Rhode Island during its performance?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

Have you or your firm been involved in litigation against the Cities of Pawtucket and Central Falls and/or the State of Rhode Island.

Yes: \_\_\_\_\_ No: \_\_\_\_\_

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the Cities of Pawtucket and Central Falls and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

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Is your company bonded? Yes \_\_\_\_ No \_\_\_\_

Please describe the nature and extent of all insurance coverage:

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Addenda

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

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

References

Please list at least four (4) companies with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the Cities of Pawtucket and Central Falls, and a website address should be included if available.

Reference #1  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 2  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 3  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

Reference # 4  
Company Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Contract Dates: \_\_\_\_\_ To \_\_\_\_\_  
Website Address: \_\_\_\_\_

**Pricing Proposal**

**BID #25-018 - Pine Street North Green Infrastructure & Pedestrian Improvements**

**1.00 OFFER:**

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Fuss & O’Neill, Inc. (Engineer for the above mentioned project) and the Cities of Pawtucket and Central Falls, we, the undersigned, hereby offer to enter into a Contract to perform the Work, (**BID # 25-018 – Pine Street North Green Infrastructure & Pedestrian Improvements**), for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.
- B. The undersigned hereby understands that the City of Pawtucket and City of Central Falls (Owner) has the right to reject any and all bids and to award the contract in the best interests of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.
- C. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.
- D. The undersigned bidder acknowledges that this project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that ten percent of the dollar value of work performed on the project be performed by minority business enterprises. The undersigned bidder acknowledges its obligation to meet the ten percent (10%) requirement under these regulations.
- E. The undersigned bidder acknowledges that payment of the local prevailing wage, as established by the Rhode Island Department of Labor and Training and the secretary of labor of the United States of America, as amended [40 U.S.C. section 276a], is a requirement of this project.
- F. The Contract Base Bid Price shall include the following lump sum bid price for each City. This lump sum price shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work described in the Contract Documents, Drawings and Specifications with the exception of items of work for which Unit Prices are provided in addition to Add/Deduct and Bid Alternate items. This lump sum price (for each City) shall not include Unit Price, Add/Deduct and Bid Alternate Items at stated quantities and prices indicated on the Pricing Proposal. (Note: price must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

**Contract Base Bid Price for work within the City of Central Falls (Lump Sum):**

\$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(amount in figures)

**Contract Base Bid Price for work within the City of Pawtucket (Lump Sum):**

\$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(amount in figures)

Due to funding mechanisms, the two parklets (Barton Street and Conant Street) listed below and located within the limits of City of Pawtucket shall be broken out as lump sum bids for each parklet. The Contract Base Bid Price within the City of Pawtucket shall include the bid price for both parklets (Barton Street and Conant Street) excluding the cost of the trellises which will be considered Bid Alternates. The lump sum price for each parklet shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work described in the Contract Documents, Drawings and Specifications. (Note: price must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

Conant Street Parklet

\$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(amount in figures)

Barton Street Parklet

\$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(amount in figures)

G. Add/Deduct Unit Bid Items: The following add/deduct unit bid prices are for add/deduct purposes only. As part of the Total Contract Bid Price, the Bidder shall carry the quantities listed below at stated quantities and prices indicated on the Pricing Proposal. Each price shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work specified for each of the Add/Deduct Unit Bid Items as described for that item of work in the Drawings and Specifications.

1. Payment under add/deduct unit bid items listed below would only be made for the quantity of work completed and accepted in variance to the indicated quantities, respectively.
2. Any such work in variance to the respective base quantities will only be approved and accepted by the Owner under written authorization of respective variance quantities prior to completion of the work items. Actual quantities will be measured and verified in the field by the Engineer. As such, the respective base quantities shown below are for bidder's reference in preparing the Base Bid price referenced above.
3. The above add/deduct items include all labor, materials, tools, equipment, overhead, profit, insurances, etc. to cover the finished work of the several kinds called for.
4. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Add/Deduct Bid items will be based on actual quantities, determined as provided in the Contract Documents.

a. **Add/Deduct Unit Bid Items within the City of Central Falls** (Note: the unit price must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Words &amp; Figures</u>	<u>Quantity</u>	<u>Amount</u>
AD-1	Contaminated Soil Disposal	Tons	_____	105	\$ _____
			Dollars and _____		
			Cents (\$ _____)		



- b. **Add/Deduct Unit Bid Items within the City of Pawtucket** (Note: the unit price must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Words &amp; Figures</u>	<u>Quantity</u>	<u>Amount</u>
AD-1	<b>Contaminated Soil Disposal</b>	Tons	_____	705	\$ _____
			Dollars and _____		
			Cents (\$ _____)		

H. Unit Price Bid Items: Unit Price Bid Items shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work specified for each of the Unit Price Bid Items as described for that item of work in the Drawings and Specifications. These bid items should not include overhead and profit to complete work other than for these bid items. These bid items are separate from the Contract Base Bid Price, but will be included under the Total Contract Bid Price.

1. Payment under unit price bid items listed below would only be made for the quantity of work completed and accepted in variance to the indicated quantities, respectively.
2. Any such work in variance to the respective base quantities will only be approved and accepted by the Owner under written authorization of respective variance quantities prior to completion of the work items. Actual quantities will be measured and verified in the field by the Engineer. As such, respective base quantities shown below are for bidder's reference in preparing the Base Bid price referenced above.
3. The following unit price items include all labor, materials, tools, equipment, overhead, profit, insurances, etc. to cover the finished work of the several kinds called for. The unit price for each of the several items in the Proposal of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the Total Bid. The special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities or unit price, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items or work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) except for work not covered in the Contract Documents.

**Unit Price Bid Items** (Note: the unit price must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

**Unit Bid Items within City of Central Falls**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Words &amp; Figures</u>	<u>Quantity</u>	<u>Amount</u>
UP-1	<b>Curbside Bioretention Planter</b>	LF	_____	112	\$ _____
			Dollars and _____		
			Cents (\$ _____)		
UP-7	<b>Standard-Duty Cement Concrete Sidewalk</b>	SF	_____	1640	\$ _____
			Dollars and _____		
			Cents (\$ _____)		
UP-8	<b>Heavy-Duty Cement Concrete Sidewalk</b>	SF	_____	205	\$ _____
			Dollars and _____		
			Cents (\$ _____)		

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Words &amp; Figures</u>	<u>Quantity</u>	<u>Amount</u>
UP-9	Vertical Face Roadway Granite Curb	LF	_____ Dollars and _____ Cents (\$ _____)	150	\$ _____

**Unit Bid Items within City of Pawtucket**

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Words &amp; Figures</u>	<u>Quantity</u>	<u>Amount</u>
UP-1.1	Curbside Bioretention Planter	LF	_____ Dollars and _____ Cents (\$ _____)	345	\$ _____
UP-2.1	Tree Filter Box 4'x6'	Each	_____ Dollars and _____ Cents (\$ _____)	7	\$ _____
UP-3.1	Tree Filter Box 4'x8'	Each	_____ Dollars and _____ Cents (\$ _____)	7	\$ _____
UP-4.1	Tree Filter Box 4'x10'	Each	_____ Dollars and _____ Cents (\$ _____)	6	\$ _____
UP-5.1	Tree Pit (4'x4')	Each	_____ Dollars and _____ Cents (\$ _____)	2	\$ _____
UP-6.1	Permeable Pavers	SF	_____ Dollars and _____ Cents (\$ _____)	2,000	\$ _____
UP-7.1	Standard-Duty Cement Concrete Sidewalk	SF	_____ Dollars and _____ Cents (\$ _____)	12,600	\$ _____
UP-8.1	Heavy-Duty Cement Concrete Sidewalk	SF	_____ Dollars and _____ Cents (\$ _____)	355	\$ _____
UP-9.1	Vertical Face Roadway Granite Curb	LF	_____ Dollars and _____ Cents (\$ _____)	1,475	\$ _____

- I. Total Contract Bid Price: The Total Contract Bid Price shall be the total of the Contract Base Bid Price in addition to the Add/Deduct Bid Items, Unit Price Bid Items (at the estimated quantities), and the Bid Alternates. (Note: the price must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

**Total Contract Bid Price (Lump Sum) within the City of Pawtucket:**

\$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(amount in figures)

**Total Contract Bid Price (Lump Sum) within the City of Central Falls:**

\$.....dollars,  
(amount in words)

(\$.....) in lawful money of the United States of America and,  
(amount in figures)

- J. The unit price bid items have been provided should the Total Contract Bid Prices exceed available project funding. The Total Contract Bid Prices for each City will be adjusted accordingly as directed by the Owner and/or Engineer depending on combination of quantities of unit bid price items that will allow the Total Contract Bid Price to meet project funding limitations.

**1.01 BID ALTERNATES:**

- A. A separate lump sum unit price shall be provided for each Bid Alternate. Each individual lump sum unit price shall include all overhead, profit, labor, tools, materials, and equipment, and all other incidentals required to finish the work specified for each of the Bid Alternate Items as described for that item of work in the Drawings and Specifications.

Although the price for each bid alternative item shall be included under the Total Contract Bid Price, alternates will be executed at the Owner's option. One or more alternates may be chosen. Accepted Alternates will be listed in the Owner/Contractor Agreement. Alternates as quoted are for provision of adjustments to the Total Contract Bid Price prior to Contract Award.

**Bid Alternate Items** (Note: the unit price for each item must be written in words and figures. In case of discrepancy, the amount shown in words will govern.)

<u>Item No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price Words &amp; Figures</u>	<u>Quantity</u>	<u>Amount Increase To Total Contract Bid Price</u>
ALT-1	<b>Barton Street Parklet Trellis</b>	LS	_____ Dollars and _____ Cents (\$ _____)	1	\$ _____
ALT-2	<b>Conant Street Parklet Trellis</b>	LS	_____ Dollars and _____ Cents (\$ _____)	1	\$ _____

- B. We have included herewith, the bid form including base bid, unit price, and bid alternates in addition to the required security deposit or Bid Bond as required by the Instruction to Bidders.

## 2.00 ACCEPTANCE:

If this Bid is accepted within the time stated in the contract documents, and we fail to commence the Work, the Bid Bond shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the Bid Bond or the difference between this Bid and the Bid upon which the Contract is executed.

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

The undersigned bidder acknowledges that this project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that ten percent of the dollar value of work performed on the project be performed by minority business enterprises. The undersigned bidder acknowledges its obligation to meet the ten percent (10%) requirement under these regulations.

The Cities of Pawtucket and Central Falls reserve the right to increase or decrease the quantities stated in the bid at the unit prices quoted.

3.00 BID FORM SIGNATURE(S)

The Corporate Seal of

---

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

---

(Authorized signing officer      Title)

(Seal)

---

(Authorized signing officer      Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) .ss

\_\_\_\_\_ ,  
being first duly sworn, deposes and says that;

(1) He is \_\_\_\_\_ (owner, partner, officer, representative or agent) \_\_\_\_\_ of \_\_\_\_\_ , the BIDDER that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the affiant, has in any way colluded, conspired or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such a contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other BIDDER, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Local Government or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the BIDDER or any of its agents, representatives, owners, employees or parties in interest including this affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me  
This \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**CERTIFICATE OF COMPLIANCE WITH TAX LAWS**

I, \_\_\_\_\_ of \_\_\_\_\_, certify under  
*(principal)* *(corporation)*  
pains and penalties of perjury that said corporation has complied with all the laws of the State of Rhode Island and Providence Plantations relating to taxes.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Tax Identification Number

**END OF SECTION**

## **12 – General Conditions – AIA Document A201**

### **GENERAL CONDITIONS**

#### **AIA DOCUMENT A201, 2007 EDITION**

### **PART I – GENERAL**

#### **DESCRIPTION**

- A. AIA Document A201, General Conditions of the Contract for Construction, Sixteenth Edition, 2007.



# DRAFT 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)*

<< >><< >>  
<< >>

THE ARCHITECT:

*(Name, legal status and address)*

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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.

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

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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 (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

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

#### § 1.1.3 THE WORK

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

#### § 1.1.4 THE PROJECT

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

#### § 1.1.5 THE DRAWINGS

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

#### § 1.1.6 THE SPECIFICATIONS

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

#### § 1.1.7 INSTRUMENTS OF SERVICE

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

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 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 necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

### **§ 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 Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. 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 Architect’s or Architect’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, Architect and the Architect’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 authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

**§ 2.2.3** 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 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** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### **§ 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 ten-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 Architect'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 Architect. 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, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

### **§ 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 Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. 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 Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner 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 Architect 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.

### **§ 3.3 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 Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. 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.

**§ 3.4.2** Except in the case of minor changes in the Work authorized by the Architect 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 Architect and in accordance with a Change Order or Construction Change Directive.

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

### § 3.5 WARRANTY

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

### § 3.6 TAXES

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.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

**§ 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.

**§ 3.7.3** 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 Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect 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 Architect 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 Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect'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 Architect. 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 Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect'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 as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect'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 Architect 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 Architect.

### § 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 Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

**§ 3.12.4** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate 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 Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

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

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

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

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall 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 Architect. The Owner and the Architect 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 Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect 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.

### **§ 3.13 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 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 Architect access to the Work in preparation and progress wherever located.

### **§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for 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 Architect. 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 Architect.

### **§ 3.18 INDEMNIFICATION**

**§ 3.18.1** To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity 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.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 GENERAL**

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



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

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

## § 4.2 ADMINISTRATION OF THE CONTRACT

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

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

§ 4.2.3 On the basis of the site visits, the Architect 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 Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

## § 4.2.4 COMMUNICATIONS 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 Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. 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 Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect'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 Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect 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 Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or 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 through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect 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 Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. 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 Architect makes reasonable objection to such substitution.

### **§ 5.3 SUBCONTRACTUAL RELATIONS**

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

### **§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to 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.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost 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. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **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. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

**§ 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 Architect 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 the Architect will allocate the cost among those responsible.

## **ARTICLE 7 CHANGES IN THE WORK**

### **§ 7.1 GENERAL**

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

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

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

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

### **§ 7.3 CONSTRUCTION CHANGE DIRECTIVES**

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

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

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, 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** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

**§ 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 Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.6** 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 Architect 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 the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 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 transportation, whether incorporated or consumed;
- .3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4** Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5** Additional costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to 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 Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect 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 effected by written order signed by the Architect 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.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

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

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

#### **§ 8.2 PROGRESS AND COMPLETION**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, 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 Architect, 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; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect 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.

### **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**

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, 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 Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### **§ 9.3 APPLICATIONS FOR PAYMENT**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect 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** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 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.

**§ 9.3.2** 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, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### **§ 9.4 CERTIFICATES FOR PAYMENT**

**§ 9.4.1** The Architect will, within seven 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 Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, 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 Architect. 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 Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### **§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to

make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or 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; or
- .7 repeated failure to carry out the Work in accordance with 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** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or 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 Architect and the Architect will reflect such payment on the next Certificate for Payment.

## **§ 9.6 PROGRESS PAYMENTS**

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

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

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

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, 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 Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

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

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. 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 Architect 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 Architect.

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

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

## **§ 9.10 FINAL COMPLETION AND FINAL PAYMENT**

**§ 9.10.1** Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with 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 Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

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

**§ 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.

## **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.

**§ 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 Architect 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 Architect.

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

#### **§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient 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 Architect 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 Architect 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 Architect 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 Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect 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 fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

performance of the Work 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 will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

**§ 11.1.2** The insurance required by Section 11.1.1 shall 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 acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An

additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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

#### **§ 11.2 OWNER'S LIABILITY INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

#### **§ 11.3 PROPERTY INSURANCE**

**§ 11.3.1** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in 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 Contractor, Subcontractors and Sub-subcontractors in the Project.

**§ 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 Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.3.1.2** If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

**§ 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 Owner and 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 BOILER AND MACHINERY INSURANCE**

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

### **§ 11.3.3 LOSS OF USE INSURANCE**

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

**§ 11.3.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

**§ 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 Owner shall file with the Contractor 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 days' prior written notice has been given to the Contractor.

### **§ 11.3.7 WAIVERS OF SUBROGATION**

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect'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 Architect, Architect'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 the Owner's property insurance shall be adjusted by the Owner 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 Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner 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 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 Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner'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. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

## **§ 11.4 PERFORMANCE BOND AND PAYMENT BOND**

**§ 11.4.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

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

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 UNCOVERING OF WORK**

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

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, 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 Architect 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 Architect'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 Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of 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. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 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.

**§ 12.2.3** 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 place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 SUCCESSORS AND ASSIGNS**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. 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 a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 13.3 WRITTEN NOTICE**

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.

### **§ 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, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach 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 independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (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 Architect, 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 Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, 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 Architect'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 Architect.

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

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

### § 13.6 INTEREST

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

### § 13.7 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, but in any case not more than 10 years after the date of Substantial Completion of the Work. 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 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction 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;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has 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 seven additional days' written notice to the Owner and the Architect, 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 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the above reasons exist, the Owner, upon certification by the 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, seven 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 Architect'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 Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

## **§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE**

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

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

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

**§ 14.4.3** In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## 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 and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

#### § 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 Architect 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.

#### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise,

or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### **§ 15.3 MEDIATION**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

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

**§ 15.3.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### **§ 15.4 ARBITRATION**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually

agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

#### § 15.4.4 CONSOLIDATION OR JOINDER

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

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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

**END SECTION AIA A201**

## **12.1 – Addendum To General Conditions – AIA Document A201**

### GENERAL CONDITIONS

- A. Standard Form: The General Conditions of the Contract forming a part of the Contract Documents and of these Specifications, consists of AIA Document A201, 2007 Edition.
- B. Modifications and Additions: Where Contract Documents refer to General Conditions, such reference shall be interpreted to include Addendum to General Conditions.
- C. Where contract documents refer to “architect”, such reference shall be interpreted to be “engineer”.

### CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- A. If conflicts or discrepancies occur in the Contract Documents, interpretations will be based on the following priorities:
  - 1. Awarding Authority-Contractor Agreement.
  - 2. Addenda, with those of later date having precedence over those of earlier date.
  - 3. The Supplementary Conditions.
  - 4. The General Conditions of the Contract for Construction.
  - 5. Drawings and Specifications.
- B. For an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of work shall be provided according to the Architect's interpretation.

### ARTICLE 2 - OWNER

Sub-paragraph 2.1.2- delete in its entirety

### ARTICLE 7 – CHANGES IN THE WORK

Sub-paragraph 7.3.4- delete in its entirety

### ARTICLE 11 – INSURANCE AND BONDS

Sub-paragraph 11.3- delete in its entirety.

**END SECTION**

## **13 – Supplementary Conditions**

### **100.0 CLAIMS FOR EXTRA COST**

100.1 If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, they shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit their protest thereto in writing to the Owner stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

100.2 Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, site location, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material or performing more work than would be reasonably estimated from the Drawings and map issued.

100.3 Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by them from the Owner.

100.4 If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Section 110 hereof.

### **101.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES**

101.1 Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion of the work and the Contractor shall also be liable to the Owner in its completion of the work and the Contractor shall also be liable to the Owner for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work, such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

101.2 Liquidated Damages for Delays. If the work be not completed within the time stipulated in Section 402 hereof, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 403 hereof and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

101.3 Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due.

101.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.

101.3.2.1 To any acts of the Owner.

101.3.3 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the Public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricane, tornadoes, cyclones and other extreme weather conditions; and

101.3.4 To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph 101.3.

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

## 102.0 SAMPLES, CERTIFICATES AND TESTS

102.1 The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the contract documents or required by the Owner promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the Owner. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the property for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the products, its place or origin, the name and address of the producer and all specifications or other detailed information which will assist the Owner in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

102.2 Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Owner will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories, which fail to meet check tests have been incorporated in the work, the Owner will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

102.3 Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

102.3.1 The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes except those samples taken on the project by the Owner;

102.3.2. The Contractor shall assume all costs of re-testing materials which fail to meet contract requirements;



102.3.3 The Contractor shall assure all cost of testing materials offered in substitution of those found deficient; and

102.3.4 The Owner will pay all other expenses.

### 103.0 PERMITS AND CODES

103.1 The Contractor shall give all notices required by and comply with all applicable laws, ordinances, and codes of the Local Government. All construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawings and Technical Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Technical Specifications fail to comply with such applicable ordinances or codes, the

Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility at the variance with any applicable ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Technical Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the Change had been made before the Contractor commenced work on the items involved.

103.2 The Contractor shall at their own expense, secure and pay to the appropriate department of the Local Government the fees or charges for all permits for street pavement, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas and sewer permits required by the local regulatory body or any of its agencies.

103.3 The Contractor shall comply with applicable local laws and ordinances governing excavations and the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the Improvements embraced in this Contract.

### 104.0 CARE OF WORK

104.1 The Contractor shall be responsible for all damages to person or property that occur as a result of their fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

104.2 The Contractor shall provide, where necessary and as requested by the Owner, sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

104.3 In an emergency affecting and safety of life, limb or property, including adjoining property, the Contractor without special instructions or authorization from the Owner is authorized to act at their discretion to prevent such threatened loss or injury, and they shall so act. They shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in Section 110 hereof.

104.4 The Contractor shall avoid damage as a result of their operations to existing sidewalks, streets, curbs, pavements, utilities, (except those which are to be replaced or removed), adjoining property, etc., and they shall at their own expense completely repair any damage thereto caused by their operations.

104.5 The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property Owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury of damage to adjoining and adjacent structures and their premises.

#### 105.0 ACCIDENT PREVENTION

105.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident prevention in Construction" published by the Associates General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

105.2 The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

105.3 The Contractor shall indemnify and save harmless the Owner from any claims for damages resulting from property damage, personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

#### 106.0 USE OF PREMISES

106.1 The Contractor shall confine their equipment, storage of materials and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

106.2 The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

#### 107.0 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put

the work site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

#### 108.0 INSPECTION

108.1 All materials and workmanship shall be subject to inspection, examination, or test by the Owner and the Engineer at any and all times during manufacture of construction and at any and all places where such manufacture or construction is carried on. The Owner shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefore. If the Contractor fails to proceed at once with correction of rejected workmanship or defective material, the Owner may by Contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which may be due the Contractor, without prejudice to any other rights or remedies of the Owner.

108.2 The Contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. (See Section 102 hereof). All tests by the Owner will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

108.3 The Contractor shall notify the Owner sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Owner, the Contractor shall uncover for inspection and recover such facilities all at their own expense, when so requested by the Owner.

Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or their subcontractors, the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed by the Contractor and they shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

108.4 Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whatever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

108.5 Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the Owner or its agents shall relieve the Contractor of their sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

#### 109.0 REVIEW BY THE OWNER

The Owner, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times, have access to, and be

permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

#### 110.0 FINAL INSPECTION

110.1 When the Improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party will include representatives of each department of the Local Government having in charge Improvements of like character when such Improvements are later to be accepted by the Local Government.

#### 111.0 DEDUCTION FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

#### 112.0 INSURANCE

See Section 5.0 Insurance for information.

#### 113.0 PATENTS

The Contractor shall hold and save the Owner its officers, and employees, harmless from liability of any nature of kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner unless otherwise specifically stipulated in the Technical Specifications.

#### 114.0 WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditioned sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by them to the Owner free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and materials contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

## 115.0 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the Improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

## 116.0 CONTRACTOR TO MAKE OWN EXAMINATION

Plans, calculations, estimates of quantities, and any statements made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Owner to be correct or to be a complete representation of all existing data on conditions affecting work, and the Contractor agrees that they have made their examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.

The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statement made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed, and they shall report such discrepancy, error or omission to the Owner in writing as soon as it comes to their knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the plans or specifications may be made by the Owner when necessary, in their opinion, for the proper fulfillment of their purpose or for their proper interpretation.

200.0 OMITTED

300.0 OMITTED

## 402.0 TIME FOR COMPLETION

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor.

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this contract within the 223 calendar days after the date of execution of the contract as herein stipulated, unless the expected as any part may be delayed under the provisions of this contract. The work shall be pursued in a continuous, diligent, and uniform manner throughout the project until completion.

It is agreed that the rates of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, inclement weather and accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.

If delays are caused by acts of God, acts of Government or State, strikes extra work, floods or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this contract on his part as the Engineer shall certify in writing to be just.

## 403.0 LIQUIDATED DAMAGES

In case the Contractor fails satisfactorily to complete the entire work contemplated and provided for under this contract on or before the date of completion determined as described above, the Owner shall deduct from the payments due to the Contractor each month the sum of \$250.00 for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and in case such damages exceed the amount of all moneys due or to become due, the Contractor then the Contractor or his Surety shall pay the balance to the Owner.

#### 404.0 RESPONSIBILITIES OF CONTRACTOR

404.1 Except as otherwise specifically stated in the Contract Documents, and Technical Specifications, the Contractor shall provide and pay for all materials, tools, labor, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fee or other expenses, and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to deliver all improvements embraced in this Contract complete in every respect within the specified time.

404.2 All materials, workmanship, methods and practices shall conform to the current Standards of the American Water Works Association, the Rhode Island Standard Specifications for Road and Bridge Construction, 2010 edition, including all corrections, all issued compilation of approved specifications, and addendum to date and all general requirements and special requirements contained in this project specifications. All work zone traffic control shall be in accordance with the manual on uniform traffic control devices, 2009 edition.

404.3 The Contractor shall be responsible for detailed layout, all stakeout and grade control, and shall employ a registered engineer or a registered land surveyor for this purpose as may be necessary. The Owner will provide engineering and inspection.

404.4 The Contractor shall verify dimensions shown on the plans and if any inconsistencies or discrepancies should be noted on the Drawings and the Specifications, he/she shall immediately notify the Owner. The Contractor will be held responsible for any errors resulting from his/her failure to exercise the aforementioned precaution.

404.5 As soon as the Contract is executed, the Contractor shall order any materials necessary and not supplied by the Owner, submit construction schedules as hereinafter specified, and otherwise anticipate the Notice to Proceed. When the Owner gives the Notice to Proceed, the work of construction shall begin at the time stipulated therein and shall be completed within the Time for Completion specified.

404.6 It is the Contractor's responsibility to make his/her own investigation and related assumptions and to *satisfy himself as to subsurface conditions and to insure that these are reflected in the prices bid*. No change or extra to the price will be accepted due to subsurface conditions or utility locations.

The determination of location and subsequent maintenance and protection of existing subsurface and above ground utilities are the sole responsibility of the Contractor; claims resulting from damage to such by the Contractor will be settled by the Contractor at his/her expense in accordance with the Contract.

404.7 The Contractor shall, at his/her own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract.

404.8 RESPONSIBILITY FOR MATERIAL FURNISHED BY OWNER: The Contractor's responsibility for material furnished by the Owner shall begin upon Contractor's acceptance at the point of delivery to him. All such material shall be examined, and material defective in manufacture and/or otherwise damaged shall be rejected by the Contractor at the time and place of delivery to him and replaced by the Owner. Material furnished by the Owner which is accepted by the Contractor, but is discovered prior to final acceptance of the work, (1) to be defective in manufacture, shall be replaced by the Owner; (2) to have been damaged before or after acceptance by the Contractor, shall be replaced by the Contractor. Once accepted by the Contractor at the point of delivery to him, all defective and/or damaged material discovered prior to final acceptance of the work shall be removed by the Contractor and he shall install, at his own expense, the material replaced, in its stead, by the Owner or Contractor. In such case, the Contractor shall furnish all labor, equipment, and material incidental to replacement and necessary for the completion of the work to the satisfaction of the Engineer.

404.9 RESPONSIBILITY FOR SAFE STORAGE: The Contractor shall be responsible for the safe storage of all material furnished to or by him and accepted by him until it has been incorporated in the completed project.

#### 405.0 COMMUNICATIONS

405.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

405.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other offices as the Contractor may from time to time designate in writing to the Owner), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for translation, in each case addressed to such office.

405.3 All papers; required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the CITY OF PAWTUCKET, DEPARTMENT OF PUBLIC WORKS, 250 Armistice Boulevard, Pawtucket, Rhode Island, 02860; any notice to or demands upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representative of the Owner or to such other address, as the Owner may subsequently specify in writing to the Contractor for such purpose.

405.4 Any such notice shall be deemed to have been given as of the time of actual delivery or (in the case of mailing when the same should have been received in due course of post, or in the case of telegram) at the time of actual receipt, as the case may be.

#### 406.0 PARTIAL USE OF SITE IMPROVEMENTS

The Owner, at its elections may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected, and can be accepted as complying with the Technical Specifications and if in its opinion, each such section is reasonably safe, fit and convenient, for the use and accommodation for which it was intended, provided;

406.1 The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.

406.2 The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.

406.3 The use of such sections shall in no way relieve the Contractor or his liability due to having used defective materials or to poor workmanship.

406.4 The period of guarantee shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

407.0 OMITTED

408.0 OMITTED

#### 409.0 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

If, in the opinion of the Engineer, the Contractor is not employing sufficient labor or equipment to complete this contract within the time specified the Owner may, after giving written notice, require said Contractor to employ such additional labor and equipment as may be necessary to enable said work to progress properly.

#### 410.0 INTOXICATING LIQUORS

The Contractor shall not sell and shall neither permit or suffer the introduction or use of intoxicating liquors upon or about the work embraced in this contract.

#### 411.0 ACCESS TO WORK

The Owner and the Engineer, and their agents and employees may, for purposes already specified and for any other purpose, enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

#### 412.0 TIME OF BEGINNING WORK

412.1 Except as herein provided, the Contractor shall commence work at such points as the Engineer may approve, within ten (10) days after the execution of this contract by the Owner.

412.2 Such time of starting may be postponed by written agreement between the Owner and the Contractor because of expected delays in receipt of materials and equipment, or if the season be unsuitable for commencement of the work, or because of other contingency clearly beyond the control or responsibility of the Contractor. Unless stipulated otherwise in said agreement, the Contractor shall commence work at such points as the Engineer may direct or approve, within 10 days after the receipt of a written order from the Owner to start work.

#### 413.0 PROVISIONS FOR TRAFFIC

413.1 The Contractor shall not close or obstruct any portion of a street without obtaining permits for from the proper municipal authorities. If any street or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the Owner.

413.2 Streets, roads, private ways, and walks shall be maintained passable by the Contractor at his expense, and the Contractor shall assume full responsibility for the adequacy and safety of provisions made. He shall conduct his construction operations such that interference with the flow of traffic will be held to a minimum.

413.3 The Contractor shall cooperate in every way possible with the municipal authorities maintaining a flow of traffic through the site. The Contractor shall notify the Pawtucket and Central



Falls Fire and Police Departments when any street is to be closed regardless of the length of time or time of day.

413.4 All detours shall be signed and lighted as directed by the Cities of Pawtucket and Central Falls.

#### 414.0 COORDINATION WITH OUTSIDE PARTIES

414.1 The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. He shall at his own expense, wherever necessary or required, maintain fences, furnish watchmen, maintain lights and take such other precautions as may be necessary to protect life and property.

414.2 The Contractor shall take all responsibility for the protection of the work and for preventing injuries to persons and damage to property and utilities on or about the work. He shall not be relieved of his responsibility by any right of the City to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount of character of the work, or because nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes. The Contractor shall assume the defense of all claims or whatsoever character against the Contractor of the Owner, and indemnify, save harmless and insure the Owner, its officers or agents, against all claims arising out of injury or damage to persons, corporation, or property, whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner against damage or claims occasioned by acts of the Owner, except otherwise provided in the articles relative to patents and responsibilities.

#### 415.0 DELAY BY OWNER

The Owner may delay the beginning of the work or any part thereof, if the necessary lands or rights-of-way, or materials for such work shall not have been obtained. The Contractor shall have no claim for damages on account of such delay, but shall be entitled to so much additional time wherein to perform and complete this contract on his part as the City shall certify in writing to be just.

#### 416.0 OMITTED

#### 417.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract shall forthwith be physically amended to make such insertion.

#### 418.0 SAFETY AND HEALTH REGULATIONS

These construction documents, and the joint and several phases of construction hereby contemplated are to be governed, at all times by applicable provisions of the Federal law(s), including but not limited to, the latest amendments of the following:

- (1) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;

- (2) Part 1910 - Occupation Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- (3) Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these documents, the laws and regulations shall prevail.

#### 419.0 NOTIFICATION OF EXCAVATION TO UTILITIES

The Contractor shall provide a minimum of two working days notice to "Dig Safe" (1-800-225-4977) and any other appropriate utility before the Contractor begins excavation.

**END SECTION**

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## **14.0 – Special Conditions for CDBG Contracts**

**INTRODUCTION:** The following special conditions are items which must be contained in contracts that are fully or partially paid with Community Development Block Grant (CDBG) funds. Some items such as bonding and insurance may also be included elsewhere in the contract documents. The Contractor must comply with those City requirements as well as these Federal requirements.

The Contractor shall comply with all applicable special conditions for CDBG contracts as contained herein and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by subcontractors with such regulations and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor must submit to the Project Manager or Representative, within ten (10) days of bid opening, the names and addresses of the subcontractors he/she proposes to utilize on the project in order for the Project Manager to approve utilization of said subcontractors. If other subcontractors are proposed during the construction phase, their names and addresses are to be submitted to the Project Manager prior to utilization for approval.

Complete language on the Federal labor laws is included in the attached HUD 4010, which is incorporated by reference.

*Statements show in italics are instructions to the reader.*

### **I. SPECIAL CONDITIONS FOR ALL CDBG CONTRACTS**

#### **A. HUD SECTION 3 CLAUSE**

Because this project receives direct Federal financial assistance, compliance with Section 3 of the Housing and Development Act of 1968 and the regulation implementing that Section is required. The Contractor understands that this requires the project to make training, employment and contracting opportunities available, to the greatest extent feasible, to lower income City residents and businesses.

##### **1. COMPLIANCE WITH HUD SECTION 3 CLAUSE**

Compliance: Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City of Pawtucket (City) and any of the City's sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the City, the City's sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The City certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Contractor further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1988, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible

opportunities for training and employment be given to low- and very low-income residents of the project area and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Contractor further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Contractor certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

## **2. Notifications**

The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under the Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

## **3. Subcontracts**

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The City will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 125 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## **B. Remedies for Violation or Breach of Contract Terms**

All claims, disputes and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as provided by Rhode Island law. Venue shall be in the County of Providence, Rhode Island. Failure to timely comply with the contract without approval from the City shall be deemed a breach of this agreement and the expenses and costs incurred by the City shall be the burden of the Contractor. Disputes regarding the interpretation of this contract shall be resolved in favor of the City.

## **C. Patent and Copyrights**

The U.S. Department of Housing and Urban Development and the City of Pawtucket retain patent rights and copyrights on any project which involves research, developmental, experimental or demonstration work.

## **D. Adherence to State Energy Conservation Plan**

The successful bidder shall recognize and adhere to mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**E. Access to Records**—*For all contracts other than those awarded under small purchase procedures:*

Providence County, the consultant operating on behalf of the City of Pawtucket, the State of Rhode Island, the U. S. Department of HUD, the Comptroller General of the United States or any of their authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract, for the purpose of performing audit or project monitoring, and such records shall be subject to examination, copying, excerpting or transcribing.

**F. Contract Work Hours and Safety Standards**—*Applies to any contracts in excess of \$2,000, which may involve the employment of mechanics or laborers. (These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.)*

The Contractor shall comply with Sections 103 and 107 of the Contractor Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under Section 103 of the Act each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of that standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. (This requirement applies to time spent on federally assisted contracts only.) Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor.

**G. Federal Equal Opportunity Laws**

1. **Certification of Non-Segregated Facilities** (for contracts over \$10,000)
2. **Title VI, Civil Rights Act of 1964**  
Affirmatively furthering the policies of the Fair Housing Act
3. **Section 109 of the Housing and Community Development Act of 1974**  
No person in the United States shall on the grounds of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act.
4. **Section 503 Handicapped** (for contracts \$2,500 or over)
5. **Age Discrimination Act of 1975**  
Prohibits against discrimination on the basis of age
6. **Section 504 of the Rehabilitation Act of 1973**  
Prohibits against discrimination on the basis of disability

## **II. ADDITIONAL SPECIAL CONDITIONS FOR ALL CDBG CONSTRUCTION CONTRACTS**

### **A. Copeland “Anti-Kickback Act”**

The Contractor shall comply with the Copeland “Anti-Kickback Act” (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each Contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The City of Pawtucket shall report all suspected or reported violations to the U. S. Department of HUD.

### **B. All Construction Contracts Expected to be Over \$2,000**

#### **Davis-Bacon Requirements**

The Contractor shall comply with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act Contractors and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition Contractors shall be required to pay wages not less often than once a week. A copy of the prevailing wage rates is included in this solicitation. Any known changes to these wage rates prior to award of contract shall be made known to offerers. In addition Contractors will be required to provide payroll information to the City of Pawtucket on a weekly basis for verification of compliance. Contractors and subcontractors to submit this information on Certified Payroll Forms as supplied by the State of Rhode Island Department of Labor and Training. The City of Pawtucket will report all suspected or reported violations of this condition to the U. S. Department of HUD and/or the U. S. Department of Labor.

*--See attached copy of the applicable wage rates in Appendix C--*

### **C. All Construction Contracts over \$10,000**

#### **1. Contract Termination**

This contract may be terminated upon thirty (30) days’ written notice without cause. In the event this contract is terminated without cause, the Contractor shall be compensated for all services performed to termination date together with any expenses incurred to that date. This contract may be terminated by either party upon seven (7) days’ written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event the contract is terminated through fault of the Contractor, the Contractor shall bear all additional expenses incurred by the County for the completion of the contract, including those required to retain additional Contractors to complete the work.

#### **2. Equal Employment Opportunity**

Contractors shall comply with Executive Order 11246 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60).

The Contractor also agrees to ensure that Minority Business Enterprises, as defined in 49 CFR, Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard the Contractor shall take all necessary

reasonable steps in accordance with 49 CFR, Part 23, to ensure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

#### **D. All Construction Contracts over \$100,000**

##### **1. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations of Nonexempt Federal Contracts**

The Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)); Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738; and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under Nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations will be reported to HUD and to the USEPA Assistant Administrator for Enforcement (EN-329).

##### **2. Bonding and Insurance**

The following bonding and insurance items are required:

- a. A bid guarantee from the bidder equivalent to 5 percent of the bid price. The bid “guarantee” shall consist of a firm commitment such as a bid bond, certified check or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- c. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **III. RESTRICTION ON ALL PUBLIC WORKS PROJECTS**

No Contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U. S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract.

#### **IV. ADDITIONAL REQUIRED INFORMATION ON ALL CONTRACTS**

All contractors and their subcontractors are required to supply the following so that the City of Pawtucket submit quarterly and yearly reporting as required by the CDBG Grant.

- Unique Entity Identification number (from Federal Government as created in SAM.gov)
- Data Universal Numbering System DUNS #

- Prime Contractor Identification number(Tax ID #)
- Sign “CERTIFICATION OF SPECIAL CONDITIONS FOR CDBG CONTRACTS” form supplied by the City upon award of contract.
- Sign “CERTIFICATIONS SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968” form supplied by the City upon award of contract.

**END SECTION**



## 15.0 – Special Conditions for Build America, Buy America Act



### U. S. Department of Housing and Urban Development Office of Community Planning and Development

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Special Attention of:

**NOTICE: CPD-2023-12**

All Secretary's Representatives All  
State/Area Coordinators  
All CPD Division Directors  
HUD Field Offices  
HUD Regional Offices

Issued: **November 2, 2023**

Expires: Effective until amended, superseded,  
or rescinded

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Cross Reference:

Sections 70901-52 of Pub. L. No. 117-58

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Subject: CPD Implementation Guidance for the Build America, Buy America Act's domestic content procurement preference as part of the Infrastructure Investment and Jobs Act.

This Notice provides initial implementation guidance for programs administered by the U.S. Department of Housing and Urban Development's (HUD) Office of Community Planning and Development (CPD) for the "Buy America Preference" (BAP) imposed by the Build America, Buy America Act (BABA) enacted under Division G, Title IX of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. No. 117-58) signed into law on November 15, 2021.

This Notice provides CPD grantees and participating jurisdictions, collectively referred to as grantees, an overview of BABA, including key terms, HUD actions to implement BABA, guidance on HUD's general waivers, the phased implementation schedule for the BAP on CPD programs, and proposed next steps. The attached addenda include answers to frequently asked questions, examples of when the BAP applies for CPD grantees, and sample BAP language for agreements.

#### Purpose of the Notice

This Notice is intended to notify grantees of the "Buy America Preference" (BAP) requirement under the Build America, Buy America Act (BABA) as they apply to CPD programs. This Notice identifies the CPD programs and activities that must comply with BABA along with the timeline for the application of the BAP. It also highlights issues that grantees will want to consider when preparing for HUD's full implementation of the BAP, as described in "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001, effective March 15, 2023). This Notice refers to 88 Fed. Reg. 17001 as the "Phased Implementation Waiver" which establishes BAP implementation points according to a schedule across HUD programs.

Note: The guidance provided in this Notice is subject to change if the Office of Management and Budget (OMB) updates guidance on the application of BABA for Federal financial assistance (FFA) programs for infrastructure.

## **I. Overview of Build America, Buy America Act**

### **The Build America, Buy America Act (BABA)**

The Build America, Buy America Act (BABA) was signed into law by President Biden on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) as Sections 7090152 of Pub. L. No. 117-58. In addition to providing funding for roads, bridges, rails, and high-speed internet access, it created an incentive to increase domestic manufacturing across the country through the inclusion of BABA's "Buy America Preference" (BAP). In general, the BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance (FFA), as outlined in Section 70914(a) of BABA, must be produced in the United States. The intent of the BAP in BABA is to stimulate private-sector investments in domestic manufacturing, bolster critical supply chains, and support the creation of well-paying jobs for people in the United States. The preference is also intended to bolster American firms' ability to compete and lead globally for years to come by requiring entities that receive Federal infrastructure funds to use American materials and products.

The BABA preference for American materials and products applies to all spending on infrastructure projects by Federal agencies, including HUD. In BABA and for purposes of this Notice, the Federal infrastructure spending with a BAP is referred to as "Federal financial assistance" or "FFA." Under Section 70912(7), FFA for infrastructure "projects" includes the "construction, alteration, maintenance, or repair of infrastructure in the United States". Under Section 70914(a), the use of American iron and steel, construction materials, and manufactured products applies to funding from CPD programs for infrastructure projects. However, the BAP does not apply to "pre and post disaster or emergency response expenditures" under Section 70912(4)(B). A list of CPD disaster or emergency funding meeting these criteria can be found in Section III.

Effective May 14, 2022, the BAP applies to infrastructure spending unless an agency issues a waiver in three limited situations: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Before issuing a waiver, under Section 70914(c), the head of a Federal agency, including HUD, must make publicly available a detailed written explanation for the proposed determination to issue the waiver and provide a period of not less than 15 days for public comment on the proposed waiver. Additional details on waivers can be found in Section IV.

#### **A. Federal Government-wide Guidance on BABA**

As a part of the Federal government's support of domestic production and manufacturing through infrastructure investments, OMB and HUD have taken several steps to implement the BAP by providing guidance and issuing HUD general waivers.

On August 23, 2023, OMB issued final rules for 2 CFR Parts 184 and 200 and provided further guidance on implementing the statutory requirements and improving FFA management and transparency (88 Fed. Reg. 57750, effective October 23, 2023). These government-wide regulations apply to HUD programs and provide direction on implementing a BAP waiver process. The new and revised regulations also provide additional guidance on construction material standards, the cost components of manufactured products, and their definitions.

On October 25, 2023, OMB issued guidance to all Federal agencies on how to implement BABA consistently across the government. The ["Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure" \(M-24-02\)](#) (OMB Guidance) directs Federal agencies, including HUD, on how to apply the BAP and provides an overview of the BAP waiver requirements. OMB may also issue additional or updated guidance in the future, and HUD will update its guidance as necessary.

## B. HUD Actions and Guidance on BABA

BABA is a new and complex statute, which became effective in 2022. As such, establishing governmentwide guidance on these new statutory requirements has been an iterative process. Since the passage of BABA, HUD has worked diligently to implement the BAP for all HUD programs. Before the law became effective on May 14, 2022, HUD established a Department-wide BABA leadership committee. Beginning in June 2022, HUD issued a Request for Information (RFI) and collected public comments on potential BABA implications for HUD grantees. Based on these comments and to ease the transition in complying with the BAP, HUD proposed and received four general waivers for covered FFA, which includes CPD programs. These waivers and other BABA information are available on HUD's website at [BABA | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](https://www.hud.gov/US-Department-of-Housing-and-Urban-Development). Further details on these waivers and their application to CPD programs are provided in Section IV of this Notice.

CPD has taken several actions to notify and communicate with stakeholders and grantees on BABA requirements and their impact on CPD programs. All CPD Fiscal Year (FY) 2022 grant transmittal letters and notices of funding opportunities (NOFOs) included a reference to the BAP under BABA. For the FY2023 funding allocations, all CPD grant agreements with covered FFA included a clause to require that the grantee must comply with BABA, as applicable. Throughout 2023, CPD has held BABA information sessions for CPD grantees and has a dedicated email box at [CPDBABA@hud.gov](mailto:CPDBABA@hud.gov) to answer questions from individual grantees and stakeholders.

HUD is continuing to work towards implementing BABA across its covered FFA programs. Next steps include establishing a centralized waiver process for all HUD covered programs. CPD is incorporating BABA in its existing reporting systems and processes. To assist grantees, CPD is also developing additional guidance materials and support as the phased implementation of BABA progresses.

## II. Definitions

Key terms that have relevance to the interpretation and implementation of the BAP for CPD programs are defined in the BABA statute and may be found in 2 CFR part 184 and OMB guidance.

- A. Build America, Buy America Act is defined in 2 CFR § 184.3 and means division G, title IX, subtitle A, parts I–II, sections 70901 through 70927 of the Infrastructure Investment and Jobs Act (Pub. L. No. 117-58)
- B. Buy America Preference is defined in 2 CFR § 184.3 and means the “domestic content procurement preference” set forth in section 70914 of BABA, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.
- C. Categorization of Articles. The term “categorization of articles” refers to the requirement that articles, materials, and supplies should only be classified into one of the following categories:
  - i. Iron or steel products;
  - ii. Manufactured products;
  - iii. Construction materials; or
  - iv. Section 70917(c) materials.

An article, material, or supply should not be classified into more than one category and must be made based on the status of the article, material, or supply upon arrival to the work site for use in an infrastructure project. Articles, materials, or supplies must meet the Buy America Preference for only the single category in which they are classified and, in some cases, may not fall under any of the categories listed above.

- D. Component is defined in 2 CFR § 184.3 and means an article, material, or supply, whether manufactured or unmanufactured, incorporated directly into: a manufactured product; or, where applicable, an iron or steel product.

- E. Construction Materials is defined in 2 CFR § 184.3 and means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.
- (1) The listed items are:
    - i. Non-ferrous metals;
    - ii. Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
    - iii. Glass (including optic glass);
    - iv. Fiber optic cable (including drop cable);
    - v. Optical fiber;
    - vi. Lumber;
    - vii. Engineered wood, and
    - viii. Drywall.
  - (2) Minor additions of articles, materials, supplies or binding agents to a construction material do not change the categorization of the construction material.
- F. Covered Materials includes the following when used in connection with an Infrastructure Project:  
(A) all iron and steel;  
(B) all Manufactured Products; and (C) all Construction Materials.
- G. Covered CPD Programs. The term “covered CPD programs” means any Federal financial assistance administered by CPD that is used for infrastructure purposes, excepting expenditures related to pre and post disaster or emergency response.
- H. Grantee. The term “grantee,” as defined at 24 CFR 5.100, means the person or legal entity to which a grant is awarded and that is accountable for the use of the funds provided.
- I. Federal Financial Assistance (FFA) has the meaning given to the term in 2 CFR 200.1 (or successor regulations) and includes all expenditures by a Federal agency to a NonFederal Entity for an Infrastructure Project, except that it does not include:  
(A) expenditures for assistance authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170a, 5170b, 5170c, 5172, 5174, or 5192) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively, of such Act (42 U.S.C. 5170, 5191); or  
(B) pre and post disaster or emergency response expenditures.
- J. Infrastructure is described in 2 CFR 184.4(c) and encompasses public infrastructure projects in the United States, which includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging. See also 2 CFR 184.4(d).
- K. Infrastructure Project. The term “infrastructure project” is defined in 2 CFR 184.3 and means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.
- L. Iron and Steel Products. The term “iron and steel products” is defined in 2 CFR 184.3 and means an article, material, or supply that consists wholly or predominantly of iron or steel, or a combination of both.

- M. Predominantly of iron or steel or a combination of both is defined in 2 CFR 184.3 and means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.
- N. Made in America Office. The term “Made in America Office” or “MIAO” means the office at the Office of Management and Budget, established by section 70923 of BABA, that is charged with, among other things, enforcing compliance with the BAP and establishing the procedures to review waiver requests proposed by a Federal awarding agency.
- O. Manufactured Products is defined in 2 CFR 184.3 and means:
- (1) Articles, materials, or supplies that have been:
    - (i) Processed into a specific form and shape; or
    - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
  - (2) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under 2 CFR 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under 2 CFR 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.
- P. Manufacturer is defined in 2 CFR 184.3 and means the entity that performs the final manufacturing process that produces a manufactured product.
- Q. Non-Federal Entity means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization, as provided in 2 CFR 200.1. Public Housing Agencies are Non-Federal Entities.
- R. Not Listed Construction Materials. The term “not listed construction materials” refers to the category of construction materials that are subject to the BAP, but not included in HUD’s specifically listed construction materials, as defined in the Phased Implementation Waiver.  
This includes:
- i. plastic and polymer-based products other than composite building materials or plastic and polymer-based pipe or tube;
  - ii. glass (including optic glass); and
  - iii. drywall.
- S. Obligate. The term “obligate,” for purposes of HUD’s phased implementation of BABA, means the date that HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of Federal financial assistance. The milestone that establishes an obligation date depends on each program but for many CPD programs, such as CDBG, the obligation date occurs upon HUD’s execution of the grant agreement.
- T. OMB Guidance. The term “OMB guidance” refers to 2 CFR Part 184, the "[Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#)” (M-24-02), issued October 25, 2023, by the Office of Management and Budget, and any subsequent guidance to rescind or replace M-24-02. This guidance is applicable to the heads of all Federal agencies for the implementation of BABA’s Buy America Preference.
- U. Pre and Post Disaster or Emergency Response Expenditures. The term “pre and post disaster or emergency response expenditures” means Federal funding authorized under section 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) relating to a major disaster or emergency declared by the President under section 401 or 501, respectively. The BAP does not

apply to pre and post disaster or emergency response expenditures authorized by statutes other than the Stafford Act and made in anticipation of or in response to an event that qualifies as an emergency or major disaster within the meaning of the Stafford Act.

V. Produced in the United States is defined in 2 CFR 184.3 and means:

- i. In the case of iron or steel products, all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. In the case of manufactured products:
  1. The product was manufactured in the United States; and
  2. The cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. See 2 CFR 184.2(a). The costs of components of a manufactured product are determined according to 2 CFR 184.5.
- iii. In the case of construction materials, all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for more information on the meaning of “all manufacturing processes” for specific construction materials.

W. Project. The term “project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. (Section 70912(7) of BABA).

X. Section 70917(c) Materials. The term “section 70917(c) materials” is defined in 2 CFR 184.3 and means cement and cementitious materials; aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. These materials are not considered “construction materials” for the purpose of BABA implementation.

Y. Specifically listed construction materials. The term “specifically listed construction materials” for HUD programs includes:

- a. non-ferrous metals;
- b. lumber;
- c. composite building materials; and
- d. plastic and polymer-based pipe and tube.

### III. Applicability of the BAP on CPD Programs

Under Sections 70912 and 70914, the BAP applies to the purchase of iron, steel, manufactured products, and construction materials for Covered CPD Programs when funds are used for the construction, alteration, maintenance, or repair of infrastructure, as defined by BABA. Covered CPD Programs currently include:

- Community Development Block Grant Formula Programs (CDBG)
- Section 108 Loan Guarantee
- HOME Investment Partnerships Program (HOME)
- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP)
- Housing Trust Fund (HTF)
- Recovery Housing Program (RHP)
- Emergency Solutions Grants (ESG)
- Continuum of Care (CoC)
- Housing Opportunities for Persons With AIDS (HOPWA)
- Self-Help Homeownership Opportunity Program (SHOP)
- Special NOFA for unsheltered and rural homeless
- Veterans Housing Rehabilitation and Modification Program (VHRMP)

- Community Project Funding (CPF)/Economic Development Initiatives (EDI)
- Section 4 Capacity Building
- Rural Capacity Building
- Pathways to Removing Obstacles to Housing (PRO Housing)
- Preservation and Reinvestment Initiative for Community Enhancement (PRICE)
- FY23 Permanent Supportive Housing (PSH) Funds

This list of Covered CPD Programs is subject to change if there are any changes to the eligible uses of funds or the establishment of new programs that fund infrastructure and are covered by BABA.

#### **CPD Programs Not Covered by BAP:**

Under Section 70912(4)(B), the BAP does not apply to Federal funds for “pre and post disaster or emergency response.” The following CPD funds are administered for disaster or emergency-related purposes and therefore the BAP does not apply:

- Community Development Block Grant – Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant – Mitigation (CDBG-MIT)
- Community Development Block Grant – National Disaster Resilience Competition (CDBGNDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)
- Emergency Solutions Grants CARES Act (ESG-CV)

Additionally, the Community Compass Technical Assistance program is excluded from the BAP as the program does not fund any covered infrastructure activities.

#### IV. Buy America Preference Waivers Currently in Effect for HUD Programs

Under Section 70914(b), HUD is able to issue, after consultation with OMB’s MIAO, general waivers, and project-specific waivers to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. In order for HUD to consider either a general or project specific waiver request and be able to review it with OMB, the waiver must include a detailed written explanation and allow for the public to comment for at least 15 days, as required under Section 70914(c).

#### **HUD’s General Waivers Applicable to Covered CPD Programs**

Four general applicability waivers are currently in effect for HUD programs and apply to all Covered CPD Programs. Each waiver is outlined below.

General Waiver Type	Purpose	Effective Dates
<b>Public Interest Phased Implementation</b>	HUD issued a public interest waiver, <a href="#"><u>“Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance”</u></a> to allow for orderly implementation of the BAP across HUD programs. The Phased Implementation Waiver establishes a schedule for the phased implementation of the BAP across CPD programs and infrastructure materials.	The public interest waiver was issued in March 2023 and established a phased implementation schedule for the application of the BAP to HUD programs through FY2025. The BAP has been in effect since November 15, 2022, for the use of iron and steel for infrastructure projects funded with newly obligated FFA through the CDBG program.
<b>Exigent Circumstances</b>	HUD issued a public interest waiver for exigent circumstances, <a href="#"><u>“Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance”</u></a> . This waiver applies when there is an urgent need by a CPD grantee to immediately complete an infrastructure project because of a threat to life, safety, or property of residents and the community.	The public interest waiver for exigent circumstances is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
<b>De Minimis, Small Grants, and Minor Components</b>	HUD issued a public interest <i>de minimis</i> , small grants, and minor components waiver titled <a href="#"><u>“Public Interest De Minimis and Small Grants Waiver of Build America, Buy America Provisions as Applied to Certain Recipients of HUD Federal Financial Assistance”</u></a> . This waives the BAP for all infrastructure projects whose total cost (from all funding sources) is equal to or less than the simplified acquisition threshold at 2 CFR 200.1 which is currently \$250,000. This Notice also waives the application of the BAP for a	The public interest <i>de minimis</i> , small grants, and minor components waiver is effective from November 23, 2022, for a period of five years ending on November 23, 2027, or such shorter time as HUD may announce via Notice.
<b>General Waiver Type</b>	<b>Purpose</b>	<b>Effective Dates</b>



	<i>de minimis</i> portion of an infrastructure project, meaning a cumulative total of no more than five percent of the total cost of the iron, steel, manufactured products, and construction materials used in and incorporated into the infrastructure project, up to a maximum of \$1 million.	
<b>Tribal Recipients Waiver</b>	HUD issued a public interest waiver, <a href="#"><u>“Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance: Final Notice”</u></a> for the BAP as it applies to Tribal recipients. HUD will consult with Tribally Designated Housing Entities and other Tribal Entities on how to apply the BAP.	The waiver of the BAP as it applies to Tribal recipients is effective from May 23, 2023, until May 23, 2024.

## HUD Project-Specific Waivers

Additionally, a CPD grantee may request a project-specific waiver from the BAP for covered FFA on a limited, case-by-case basis. HUD may grant a project specific waiver after consultation and review with the OMB’s MIAO. As with the general waivers, under Section 70914(b) HUD may issue a project-specific waiver to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. A waiver for a specific project may vary depending upon the circumstances of the project, and specific items, products, or materials in question.

## Understanding HUD’s Phased Implementation Approach

Under Section 70914(a), the BAP for covered FFA infrastructure projects, including those funded by CPD programs, was required to be in effect no later than 180 days after it was signed into law. Thus, starting May 14, 2022, all new awards of covered FFA for infrastructure projects obligated by HUD would have had a BAP under BABA. Due to the short implementation period of 180 days, and to allow for the domestic industry and FFA recipients to have the time and notice necessary to implement BABA efficiently and effectively, HUD issued several general public interest waivers, including a Phased Implementation Waiver. Over the course of two years, under this waiver, HUD will implement the BAP in an incremental process for all HUD programs, including CPD programs, to come into compliance with BABA. This phased approach is also intended to reduce the burden on grantees due to the uncertain costs of compliance with the BAP. This approach is also intended to provide transparency concerning the full implementation plans in connection with HUD infrastructure projects. HUD wants to avoid any unnecessary and undue hardships that could jeopardize the timely and cost-effective completion of projects that previously were not subject to a BAP and to allow time for grantees to come into full compliance.

In the table below, the columns identify four separate categories of covered materials subject to the BAP (iron and steel, specifically listed construction materials, not listed construction materials, and manufactured products) and the rows identify covered HUD programs. To use the table, find the program that funds the project under consideration, then find the covered materials that will be used in the project. The cell in the table where the applicable row and column intersect indicates the date on which the BAP will begin applying to the specific materials used in the project under consideration. It is important to note that the date of obligation is the date on

which HUD executed the legal instrument creating the relationship between HUD and the grantee for an award of FFA, commonly the date the grant agreement is signed by HUD.

### Phased Implementation Schedule for HUD Programs

The table below outlines the phased implementation timeline for HUD’s covered programs published in the Phased Implementation Waiver.

<b>BAP will apply to...</b>	<b>Iron and Steel</b>	<b>Construction Materials – Specifically Listed</b>	<b>Construction Materials – Not Listed</b>	<b>Manufactured Products</b>
<b>CDBG Formula Grants</b>	All funds obligated on or after November 15, 2022	As of the date HUD obligates new FFA from Fiscal Year 2024 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations
<b>Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants</b>	New FFA obligated by HUD on or after February 22, 2023	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
<b>Recovery Housing Program (RHP) Grants</b>	New FFA obligated by HUD on or after August 23, 2023	As of the date HUD obligates new FFA from Fiscal Year 2024 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations	As of the date HUD obligates new FFA from Fiscal Year 2025 appropriations

<b>All HUD other FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects</b>	New FFA obligated by HUD on or after February 22, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024
<b>HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects</b>	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024	New FFA obligated by HUD on or after August 23, 2024

### Phased Implementation Schedule for CPD Programs

Covered CPD programs began applying the BAP for infrastructure projects not covered under a general waiver for specific materials in phases beginning on November 15, 2022, and through FY2025. This section describes when the BAP applies to specific Covered CPD programs in accordance with HUD’s Phased Implementation Waiver.

<b>Iron or Steel</b>		
<b>CPD Program</b>	<b>BAP Effective Date</b>	<b>Implementation Examples</b>
<b>CDBG</b>	The BAP first applied to CDBG funds, obligated on or after November 15, 2022, and that will be used to purchase iron and steel for infrastructure projects.	This means CDBG grants obligated via a CDBG grant agreement signed by HUD on or after November 15, 2022, are subject to the BAP. CDBG grants obligated via a CDBG grant agreement signed by HUD prior to November 15, 2022, are not subject to the BAP.
<b>RHP</b>	The BAP will apply to RHP funds obligated on or after August 23, 2023, used to purchase iron or steel for infrastructure projects.	This means RHP grants obligated via a RHP grant agreement signed by HUD on or after August 23, 2023, are subject to the BAP. A RHP grant obligated via a grant agreement signed by HUD prior to August 23, 2023, is not subject to the BAP.

<p><b>ESG, CoC, HOPWA, SHOP, VHRMP, CPF/EDI, Section 4, Rural Capacity Building, Pro Housing, PRICE, PSH, and NOFOs</b></p>	<p>The BAP will apply to funds from all other covered CPD programs, except HOME and HTF, obligated on or after February 22, 2024, used to purchase iron or steel for infrastructure projects.</p>	<p>Grantees should identify the execution date by HUD on the grant agreement or other legal instrument. The BAP applies to funds obligated by HUD on or after February 22, 2024.</p> <p>For HOPWA competitive grants, obligation is the date the award letter is signed. HOPWA competitive grantees should compare the date on its award letter to the February 22, 2024, to determine if its grant is subject to the BAP.</p> <p>EDI Community Project Funding has a different obligation determination. Grantees should consult their Congressional Grant Officer for more information.</p>
<p><b>HOME &amp; HTF</b></p>	<p>The BAP will apply to HOME and HTF funds obligated on or after August 23, 2024, used to purchase iron or steel for infrastructure projects.</p>	<p>This means HOME and HTF grants obligated via grant agreements signed by HUD on or after August 23, 2024, are subject to the BAP. A HOME or HTF grant obligated via a grant agreement signed by HUD prior to August 23, 2024, is not subject to the BAP.</p>

<p><b>Materials Other Than Iron or Steel</b></p>		
	<p><b>CDBG &amp; RHP Programs</b></p>	<p><b>All Other Covered CPD Programs</b></p>
<p><b>Specifically Listed Construction Materials (Non-Ferrous Metals, Lumber, Composite Building Materials, Plastic and Polymer Based Pipe and Tube)</b></p>	<p>The BAP will apply to FY2024 and subsequent CDBG and RHP awards used to purchase specifically listed construction materials as well as to purchase iron and steel.</p>	<p>The BAP will apply to funds from all other Covered CPD programs obligated on or after August 23, 2024, used for the purchase of specifically listed construction materials as well as iron and steel for infrastructure projects.</p>
<p><b>Not Listed Construction Materials</b></p>	<p>The BAP will apply to FY2025 and subsequent CDBG and RHP awards used to purchase not listed construction materials for infrastructure projects.</p>	<p>The BAP will apply to all Covered CPD program (except CDBG and RHP) funds obligated on or after August 23, 2024, used for the purchase of not listed construction materials, as well as specifically listed construction materials and iron and steel, for infrastructure projects.</p>

<b>Manufactured Products</b>	The BAP will apply to FY2025 and subsequent CDBG and RHP awards used to purchase manufactured products as well as specifically listed construction materials and iron and steel, for infrastructure projects.	The BAP will apply to all Covered CPD program funds (except CDBG and RHP) obligated on or after August 23, 2024, used for the purchase of manufactured products for infrastructure projects.
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## Applying the BAP and HUD Waivers to CPD Programs

Once the BAP applies to an infrastructure project, a grantee must:

1. Comply with the BAP, or
2. Utilize one of HUD’s general waivers, or
3. Obtain a project-specific waiver to exclude the project from the BAP.

As a part of its record keeping, a CPD grantee should document its process to analyze if the BAP applies to a project using the approach below:

### Step 1: Type of project/activity

Are the funds being used for an infrastructure project, as defined by BABA and explained in this notice?

- If yes, proceed to step 2.
- If no, the BAP does not apply. The BAP only applies to infrastructure projects.

### Step 2: Funding source

Identify the source(s) of the project funding, including CPD funding, HUD funding or other Federal agency funding that must comply with BABA. Does the project funding include any Covered CPD Programs listed in this notice? (Note: The BAP does not apply to funds that are for pre- or post-disaster or emergency response.)

- If yes, and HUD contributes the largest portion of Federal funds to the project, proceed to step 3.
- If yes, and another Federal agency contributes the largest portion of Federal funds to the project, that Federal agency is the “Cognizant Agency for Made in America”, and the grantee should follow that agency’s guidance for applicability of the BAP to the project.
- If no, then the project does not need to comply with the BAP for CPD funds but may need to comply with the BAP due to the inclusion of other HUD or Federal funding sources.

### Step 3: Materials

Identify the materials that will be used in this infrastructure project. Does the project use materials subject to the BAP (iron or steel, specifically listed construction materials, not listed construction materials, or manufactured products), identified in this Notice?

- If yes, proceed to step 4.
- If no, then the BAP does not apply. The BAP only applies to covered materials.

### Step 4: Date of obligation

Consult the Phased Implementation Waiver schedule table. Identify the cell that corresponds to the Covered CPD Program funding and materials used in your project. This cell identifies the date on which the BAP will apply for the Covered CPD Program and the materials. Based on the date of obligation of the Covered CPD Program funds, does the BAP apply to the funding source and materials that will be used in your project?

- If yes, proceed to step 5.
- If no, the BAP does not apply.

## Step 5: General waivers

Consider the available HUD General Waivers. As of this Notice, there are three general waivers that may be utilized as an alternative to compliance with the BAP under the Phased Implementation Waiver: 1) Exigent Circumstances Waiver, 2) the De Minimis, Small Grants, and Minor Components Waiver, and 3) the Tribal Recipients Waiver. Analyze each available HUD general waiver, based upon the specific requirements of that waiver.

1. *Exigent Circumstances Waiver*: Is there an urgent need to immediately complete the project because of a threat to life, safety, or property of residents and the community?
  - If yes, the Exigent Circumstances Waiver may apply, and the project would not be subject to the BAP.
2. *De Minimis, Small Grants, and Minor Components Waiver*: Is the total cost of the project equal to or less than \$250,000?
  - If yes, the *De Minimis*, Small Grants, and Minor Components Waiver may apply, and the project would not be subject to the BAP.

OR

This waiver can be applied to a portion of the products used in an infrastructure project if the cumulative cost of those products does not exceed five percent of the total cost of covered products used in the project (up to \$1 million).

- In that case, the BAP would be waived for part of the project, but the rest of the project would still need to comply with the BAP.
3. *Tribal Recipients Waiver*: Is the project being funded by a Tribal recipient?
    - If yes, the Tribal Recipients Waiver may apply, and the project would not be subject to the BAP. (This is rare for CPD programs.)
    - If no to General Waiver questions 1, 2, and 3, proceed to Step 6.

## Step 6: Project-specific waivers

Consider the criteria for project-specific waivers. Project-specific waivers to the BAP may be available if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. Project-specific waivers are available on a limited, case-by-case basis, after HUD's consultation and review with OMB's MIAO.

1. Would applying the BAP to the project be inconsistent with the public interest?
  - If yes, a project-specific waiver may be considered.
2. Are the types of iron, steel, manufactured products, or construction materials used in the project not produced in the United States in sufficient and reasonable available quantities or of a satisfactory quality?
  - If yes, a project-specific waiver may be considered.
3. Would the inclusion of iron, steel, manufactured products, or construction materials produced in the United States increase the cost of the overall project by more than 25 percent?
  - If yes, a project-specific waiver may be considered.
  - If no to Project specific waiver questions 1, 2, and 3, the BAP likely applies to the project and the project should comply with the requirements of the BAP.

Grantees should consult the entirety of this Notice and other applicable BABA guidance before making a determination on BAP applicability to a specific project. Grantees should reach out to their local CPD field office if they require additional assistance with determining BAP applicability.

## Federal Government-wide Guidance on Project/Product-Specific Waivers

Under Section 70914(b), BABA allows a Federal agency, such as HUD, to waive the BAP for covered FFA in three instances: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. To direct Federal agencies on how to implement this waiver process, OMB issued guidance that HUD will follow when reviewing a waiver request from a CPD grantee. According to OMB, agencies may reject or grant waivers in whole or in part. When an agency is considering a waiver, it should, to the greatest extent possible, be issued at the project level and be product specific. When that is not possible, an agency may issue a broader waiver. The agency should follow three principles before issuing any type of waiver:

- 1) The waiver may be time-limited, meaning it is issued for a certain period of time, rather than for a specific project. For example, a time-limited waiver may apply when an item that is “nonavailable” is widely used in projects funded by a particular program.
- 2) The waiver should be targeted, meaning it should only apply to specific item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s).
- 3) The waiver may be conditional with conditions that support the policies of BABA.

OMB guidance outlined the waiver review process for agencies to follow before issuing a waiver. Based on this guidance, HUD is developing its Department-wide project-specific waiver process. For HUD to consider a project or product-specific waiver it must:

- Have a detailed justification for the use of goods, products, or materials mined, produced, or manufactured outside the United States.
- A certification that there was a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with potential suppliers.
- In addition, at a minimum and to the greatest extent practicable, each proposed waiver submitted for consideration by the MIAO should include the following information, as applicable:
  - Waiver type (nonavailability, unreasonable cost, or public interest).
  - Recipient name and Unique Entity Identifier (UEI).
  - Federal awarding agency organizational information (e.g., Common Governmentwide Accounting Classification (CGAC) Agency Code).
  - Financial assistance listing name and number. ○ Federal financial assistance program name.
  - Federal Award Identification Number (FAIN) (if available). ○ Federal financial assistance funding amount.
  - Total estimated infrastructure expenditures, including all Federal and non-Federal funds (to the extent known).
  - Infrastructure project description and location (to the extent known).
  - List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), and relevant PSC and NAICS code for each.
  - A certification that the Federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
  - A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach), by the Federal awarding agency and, and in the case of a project or award specific waiver, by the recipient, in an attempt to avoid the need for a waiver. Such a justification

- may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation. ○ Anticipated impact if no waiver is issued.
- Any relevant comments received through the public comment period.

The purpose of the information is to ensure that HUD has adequate information to perform due diligence, that MIAO has sufficient information to determine whether the proposed waiver is consistent with law and policy, and that sufficient information is available for public review. Information provided for public review should help interested manufacturers gauge the demand for products for which agencies are considering waiving a Buy America preference.

Once HUD has reviewed all required information, it will notify OMB's MIAO. The purpose of this consultation is for the MIAO to identify any opportunities to structure the waiver to maximize the use of goods, products, and materials produced in the United States to the greatest extent possible consistent with law. Following this consultation with MIAO, HUD is required to post the proposed waiver on its BABA website with a detailed written explanation of the proposed determination to issue the waiver and must provide at least 15 days for public comment. General applicability waivers require a minimum 30-day public comment period. Once the public comment period ends, HUD will submit the proposed waiver to MIAO to determine if the waiver is consistent with applicable law and policy. The MIAO will notify the agency of its determination of the proposed waiver. Only after this process has been completed may the HUD issue the waiver.

### Applying for a HUD Specific Waiver

Prior to seeking a waiver, grantees should determine if and how BABA applies and follow measures to maximize compliance with the BAP based on the above guidance. At this time, HUD's BABA waiver process is as follows:

1. Contact [CPDBABA@hud.gov](mailto:CPDBABA@hud.gov) for BABA technical assistance as needed.
2. Prepare a "[\*Build America Buy America Waiver Request\*](#)" with the information required by the MIAO.
3. Submit a waiver application with all necessary information to HUD at [BuildAmericaBuyAmerica@hud.gov](mailto:BuildAmericaBuyAmerica@hud.gov).
  - HUD is currently using email while an automated process is under development.
4. Provide additional information as requested by HUD during the review process to proceed with public comment in the Federal Register, and final approval by MIAO.
5. HUD reviews waivers before they are posted to the Federal Register for public comment and sent to the MIAO for approval. If approved, the waiver is posted on [MadeInAmerica.gov](http://MadeInAmerica.gov).

### CPD Grantees Receiving Funds from Multiple Federal Agencies

For CPD grantees that receive funds from multiple Federal agencies for an infrastructure project, the Federal agency contributing the greatest amount of covered FFA for the project will be considered the "Cognizant Agency for Made in America," according to OMB Guidance. This lead agency should take responsibility for coordinating with the other Federal awarding agencies. Such coordination will provide uniform waiver criteria and adjudication processes, minimize duplicative efforts among Federal agencies, and reduce burdens on recipients. The Cognizant Agency for Made in America shall be responsible for consulting with the other Federal awarding agencies, publicizing the proposed joint waiver, and submitting the proposed joint waiver for review to MIAO.

### CPD Record Keeping Requirements

To comply with BABA, the BAP must be included in the terms and conditions of all federal awards including subawards, contracts, and purchase orders for the work performed or products supplied for infrastructure projects. CPD grantees should document the process to analyze if the BAP applies to a project using the approach in this Notice and collect records to demonstrate compliance with BABA requirements. Records should be consistent with existing records retention requirements for each of the Covered CPD programs. If there are no CPD program-specific records requirements, the CPD grantee may follow "retention requirements for records," under 2 CFR § 200.334 as applicable to Federal grants.



HUD will issue guidance about reporting on BABA required activities under 24 CFR 91.520, at a later date. At this time, CPD is working to include the BAP into its existing CPD systems (Integrated Disbursement and Information System, Disaster Recovery Grant Reporting System) for grantees to generate reports to track progress and compliance with BABA. Additional details on record keeping requirements will be determined by HUD and shared with CPD grantees as it is available.

## V. Contact Information

Grantees that have questions on this Notice should contact their assigned HUD Field Office Representative or send their request directly to CPDBABA@hud.gov. CPD Field Offices should direct inquiries and comments to their program desk officer.

### Addendum 1 Frequently Asked Questions

#### General Information

##### **1. What is BABA? What is the “Buy America Preference”?**

The Build America, Buy America (BABA) Act was enacted on November 15, 2021, as part of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. No. 117-58) also known as the Bipartisan Infrastructure Law. BABA establishes a domestic content procurement preference known as the “Buy America Preference” (BAP) for Federal infrastructure spending. The BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance must be produced in the United States.

##### **2. What types of Federal financial assistance (FFA) are subject to the BAP?**

FFA subject to BABA includes all expenditures by a Federal agency to a non-Federal entity for an infrastructure project, including grants, cooperative agreements, non-cash contributions or donations of property, direct assistance, loans, loan guarantees, and other types of financial assistance.

##### **3. What projects or activities does the BAP apply to?**

The BAP applies to the iron, steel, construction materials, and manufactured products used in infrastructure projects funded by Federal financial assistance (FFA), which includes covered materials and covered activities. Infrastructure projects include construction, alteration, maintenance, or repair of any infrastructure in the United States as defined in the next paragraph and in the Definitions section of this Notice.

The term “infrastructure” includes the structures, facilities, and equipment for projects traditionally considered infrastructure, including buildings and real property. For CPD programs, this may include, but is not limited to, certain funding for:

- road and sidewalk improvement projects;
- water, sewer, and other utility projects;
- broadband infrastructure;
- housing construction and rehabilitation;
- community facility construction and rehabilitation;
- homeless shelter construction and rehabilitation;
- and other CPD-funded activities that are defined as infrastructure according to BABA (section 70912(5)).

##### **4. What materials does the BAP apply to?**

The BAP requires that all iron, steel, manufactured products, and construction materials used in infrastructure projects funded with Federal financial assistance must be produced in the United States.

**5. What does “produced in the United States” mean for materials to which the BAP applies?**

The term “produced in the United States,” as defined in 2 CFR 184.3, means:

- in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- in the case of manufactured products that:
  - the product was manufactured in the United States; and
  - the cost of components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and
- in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.

CPD Program Specific

**6. Which CPD programs are subject to the BAP?**

Any CPD program that can be used for the purpose of infrastructure as defined by BABA. These programs are considered Covered CPD programs.

**7. Which CPD funds or programs are NOT subject to the BAP?**

The BAP does not apply to Federal funds for “pre and post disaster or emergency response” according to BABA. Therefore, at the time of publication of this notice, the BAP does not apply to the following CPD funds or programs that administer disaster related FFA:

- Community Development Block Grant Disaster Recovery Funds (CDBG-DR)
- Community Development Block Grant Mitigation (CDBG-MIT)
- Community Development Block Grant – National Disaster Resilience Competition (CDBG-NDR)
- Community Development Block Grant CARES Act (CDBG-CV)
- Housing Opportunities for Persons With AIDS CARES Act (HOPWA-CV)
- Emergency Solutions Grants CARES Act (ESG-CV)

The Community Compass Technical Assistance program is also excluded from the BAP as the program does not fund any covered infrastructure activities.

**8. I am funding a project with CDBG funds that were obligated (i.e., the grant agreement was signed by HUD) before November 15, 2022. Does the BAP apply?**

No, the BAP does not apply to HUD funds that were obligated before November 15, 2022. HUD defines the date of obligation as the date that HUD signed the agreement with the grantee. The BAP will apply to CDBG funds used for iron or steel that were obligated on or after November 15, 2022.

There is an additional consideration. If FY funds for which BABA applies are added to this infrastructure project, BABA then will apply to the entire project.

**9. I am a grantee funding a project with CDBG funds that were obligated (i.e., the grant agreement was signed by HUD) on or after November 15, 2022. Does the BAP apply?**

If the CDBG funds used in your infrastructure project were obligated on or after November 15, 2022, the BAP will apply to all iron or steel used in the project, unless a waiver applies to the project. If these BABA funds are applied to an infrastructure project that does not have a BAP, the addition of these funds will attach BABA to the entire project. BABA would apply as described in HUD's Phased Implementation Waiver unless there is a project-specific waiver approved by the MIAO.

**10. I am funding a public facilities project with total FFA of \$2,500,000. \$400,000 of CDBG funds are being used for engineering and administration fees of a project. Other federal funding will pay for the remaining construction activities. Is the BAP applicable to this project?**

Yes, the total project cost is over \$250,000 and the project is construction of an infrastructure project. The total cost of a project must not exceed \$250,000 from all sources to qualify for an exemption of the BAP under HUD's general waiver for small projects.

## Documentation and Grant Management

**11. Does the BAP apply to subrecipients or contractors?**

In most cases, yes, the BAP requirements apply to subgrantees, including subrecipients, contractors, and developers who are awarded Federal financial assistance for use in public infrastructure projects. The BAP requirements apply to all FFA and do not distinguish between the end user of the federal funds. The BAP applies as long as the funding is derived from a Federal agency, even if they are a pass-through entity unless a particular section of the terms and conditions of the Federal award specifically indicates otherwise.

**12. Is there standard language grantees can include in subrecipient/bid contract documents?**

Grantees should include the BABA language from their grant agreement in any subrecipient and bid contract documents to ensure BABA compliance by subrecipients, developers and/or contractors. Please refer to Addendum 3 for the language used in CPD grant agreements.

## Waivers

**13. Are there any waivers available for the BAP?**

There are currently four general applicability waivers in effect for HUD programs that apply to CPD programs: 1) Phased Implementation Waiver, 2) Exigent Circumstances Waiver, 3) *De Minimis*, Small Grants, and Minor Components Waiver, and 4) Tribal Recipients Waiver. The details of each of these waivers can be found in Section IV of this Notice, or by visiting HUD's BABA website to see the latest available HUD waivers at: [https://www.hud.gov/program\\_offices/general\\_counsel/baba](https://www.hud.gov/program_offices/general_counsel/baba). Waivers, as they are approved by the MIAO, will be updated on HUD's website.

**14. Will there be project or product specific waivers of the BAP?**

In addition to HUD's general waivers, HUD may also grant "project-specific" waivers from the BAP for covered FFA on a limited, case-by-case basis, after consultation and review with the MIAO at OMB. HUD may issue a project-specific waiver to the BAP if it is determined that a waiver falls into one of the following three categories: 1) when applying the domestic content procurement preference would be inconsistent with the public interest, 2) when types of iron, steel, manufactured product or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality, or 3) where the inclusion of those products and materials will increase the cost of the overall project by more than 25 percent. A waiver for a specific project may vary depending upon the circumstances of the project, and specific items, products, or materials in question. HUD is currently developing the process through which a grantee may request a waiver. More information will be made available once that process is developed.

## Addendum 2 Examples of BAP for CPD Programs

This appendix provides a selection of illustrative examples to assist grantees in determining if the BAP applies to their projects.

**Example 1:** A grantee funds a water and sewer project containing iron and steel. The project is funded using \$1 million in FY23 CDBG funding. The total Federal financial assistance for the project is \$3 million.

The BAP applies to this project because it is a CDBG project using funding obligated on or after November 15, 2022, the project contains iron or steel, and the total cost of the project is greater than the simplified acquisition threshold at 2 CFR 200.1 which is currently \$250,000.

**Example 2:** A grantee funds a water and sewer project containing iron and steel. The project is funded using \$100,000 in FY23 CDBG funding. The total Federal financial assistance for the project is \$2 million.

The BAP applies to this project because it is a CDBG project using funding obligated on or after November 15, 2022, the project contains iron or steel, and the total cost of the project is greater than \$250,000.

**Example 3:** A participating jurisdiction contributes \$2 million in HOME funds for construction of a multi-unit residential building, which includes iron or steel. The funds are obligated by HUD on July 15, 2023.

The BAP does not apply to this project because the BAP will not apply to HOME funds used for iron or steel until August 23, 2024.

**Example 4:** A participating jurisdiction contributes \$2 million in HOME funds for the construction of a multi-unit residential building, using iron or steel. The funds are obligated by HUD after August 23, 2024.

The BAP applies to this project because the project includes iron or steel, the total cost of the project is greater than \$250,000, and the project uses HOME funds obligated after the date on which the BAP begins to apply to HOME funds used for iron or steel.

**Example 5:** A grantee funds acquisition of land using \$300,000 in Recovery Housing Program (RHP) funds that were obligated on September 1, 2023. The acquisition is part of a multifamily housing construction project containing iron or steel.

The BAP applies because the purpose of the funding is a covered activity (construction) that includes iron or steel. The total cost of the project from all sources is greater than \$250,000 and the funds are obligated after the date on which the BAP applies to RHP funds used for iron or steel.

**Example 6:** A grantee purchases a fire engine which will serve a low- to -moderate-income neighborhood. The grantees uses \$300,000 in FY23 CDBG funding for the purchase.

The BAP does not apply because the funding is not used for a covered activity (construction, alteration, maintenance, or repair) for an infrastructure project.

**Example 7:** A grantee uses \$400,000 in Recovery Housing Program (RHP) funds to rehabilitate a multi-unit residential building, using iron or steel. The funds are obligated by HUD after August 23, 2023.

The BAP applies to this project because it uses iron or steel, the total cost of the project is greater than \$250,000, and the project uses RHP funding that is obligated after the date on which the BAP begins to apply to RHP funds used for iron or steel (August 23, 2023).

### Addendum 3 Sample BABA Language in Grant Agreements

The language below is included in all CPD program NOFOs and grant agreements. Similar to other cross cutting requirements, grantees should include the following BABA language in all contracts and agreements with subrecipients, contractors, developers and subgrantees. Grantees and subrecipients should include this language in any NOFOs and procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America,

Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

**END SECTION**

## Appendix A

# **ANTI-KICKBACK ACKNOWLEDGMENT**

### **ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:**

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the Cities of Pawtucket and Central Falls who exercise any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the Cities of Pawtucket and Central Falls who exercise any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

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SIGNATURE OF OFFEROR

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DATE

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TITLE

---

COMPANY

Title of RFP:

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**(submit at time of bid submission)**

# Appendix B

## CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

### *Preamble*

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

### **CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE**

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL**

All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT**

The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

- a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.
- b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.
- c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:
  1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
  2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or

additional quantities at the contract price and in accordance with the contract terms, or

3. canceled by the City of Pawtucket in accordance with other provisions stated herein.
  - d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.
  - e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.
  - f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

### 3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

### 4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

### 5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

### 6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

- a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.
- b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.
- c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

### 7. TERM AND RENEWAL



Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. DELIVERY/COMPLETION

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS

In accordance with Title 7 Chapter 1.1 ("Business Corporations") of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agreements or participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.
- b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by

the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

- c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
  - 1. rejected as being non-responsive, or
  - 2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
  - 3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.
- d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.
- e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.
- f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.
- g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.
- h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.
- i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.
- j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.
- k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

#### 14. SUSPENSION AND DEBARMENT

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

- a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).
- b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

- c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

- a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.
- b. All standards are minimum standards except as otherwise provided for in the Request or Contract.
- c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.
- d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

- a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.
- b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.
- c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.
- d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and

workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

- a. Payment terms other than the foregoing may be rejected as being nonresponsive.
- b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
- c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
- d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
- e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. THIRD PARTY PAYMENTS

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket's Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket's Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

- a. The City of Pawtucket's Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing

more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. **MINORITY BUSINESS ENTERPRISES**

Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. **PREVAILING WAGE REQUIREMENT**

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works projects.

The rates of pay set forth under this contract, are the minimum to be paid during the life of the Contract. It is therefore, the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of rates.

Certified weekly payrolls and statement of compliance forms are required from contractors and subcontractors. Submit on State of Rhode Island Department of Labor and Training forms.

27. **EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION**

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. **DRUG-FREE WORKPLACE REQUIREMENT**

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. **TAXES**

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. **INSURANCE**

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. **Comprehensive General Liability Insurance**  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage.
  - Independent Contractors;
  - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations;

- Products and Completed Operations;
  - Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance  
Combined Single Limit not less than \$1,000,000 each occurrence for bodily Injury and property damage including non-owned and/or hired vehicle coverage.

OR

Bodily Injury, per person, \$500,000/ Bodily Injury, \$1,000,000 per accident/  
Property Damage, \$500,000 per accident including non-owned and/or hired  
vehicle coverage.

- c. Workers' Compensation Insurance  
As required by the General Laws of Rhode Island.
- Employers liability \$500,000

The City of Pawtucket shall be named as an additional insured on the vendor's Comprehensive General Liability Policy and Automobile Liability Policy.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. **BID SURETY**

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. **PERFORMANCE AND LABOR AND PAYMENT BONDS**

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
- e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
- g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. **SUSPENSION, DEFAULT AND TERMINATION**

a. Suspension of a Contract by the City of Pawtucket  
The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon

which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or
3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

- a. contract prices for goods or services accepted under the contract;
- b. costs incurred in preparing to perform and performing the terminated portion of the contract; or

- c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

- a. all finished or unfinished material prepared by the contractor; and
- b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

- a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:



- a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;
- b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;
- c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;
- d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;
- e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;
- f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;
- g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;
- h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;
- i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;
- j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;
- k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and
- l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:
  - (1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or
  - (2) any information about the City of Pawtucket gained during the performance of a contract that is not already lawfully in the public domain.

36. **FORCE MAJEURE**

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.

## Appendix C

### General Wage Rate Decision Davis Bacon / Prevailing Wage Rates, State Payroll Forms, and MBE Utilization Plan

The current wage determination (Heavy Construction, Providence County), as obtained from the Rhode Island Department of Labor and Training on today's date, is bound as part of this Project Manual.

#### ***Wage Decision Obtained on 2/13/2025 from SAM.gov***

"General Decision Number: RI20250001 01/03/2025

Superseded General Decision Number: RI20240001

State: Rhode Island

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

## **DAVIS-BACON PREVAILING WAGE REQUIREMENTS**

### **(a) GENERAL CONTRACT AND SUBCONTRACT PROVISIONS**

For any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1 or the FY 2010 appropriation, the following clauses shall be inserted in full:

#### **(1) Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Wage determinations may be obtained from the U.S. Department of Labor's website, [www.dol.gov](http://www.dol.gov).

(ii)(A) The Owner, on behalf of the EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

( 1 ) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

( 2 ) The classification is utilized in the area by the construction industry; and

( 3 ) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the State award official. The State award official will transmit the request to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **(2) Withholding**

The Owner, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### **(3) Payrolls and Basic Records**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the Owner shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the owner for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of

compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Owner.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

( 1 ) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

( 2 ) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

( 3 ) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and Trainees**

(i) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of

Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees*. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity*. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## **(5) Compliance with Copeland Act Requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

## **(6) Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

## **(7) Contract Termination: Debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **(8) Compliance with Davis-Bacon and Related Act Requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

## **(9) Disputes Concerning Labor Standards**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Owner, the State, EPA, the U.S. Department of Labor, or the employees or their representatives.

## **(10) Certification of Eligibility**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



## **(b) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, the following clauses set forth in paragraphs (b) (1), (2), (3) and (4) of this section shall be inserted in full. These clauses shall be inserted in addition to the clauses required in Section (a), above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

### **(1) Overtime Requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

### **(2) Violation; Liability for Unpaid Wages; Liquidated Damages**

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

### **(3) Withholding for Unpaid Wages and Liquidated Damages**

The Owner, upon written request of the EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

### **(4) Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

### **(c) MAINTENANCE OF RECORDS**

In addition to the clauses contained in Section (a), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in §5.1 the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Owner, the State, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### **(d) COMPLIANCE VERIFICATION**

(1) The Owner shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Owner shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Owner should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Owners must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB . Owners shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(3) The Owner shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Owner shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Owner should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract . Owners must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Owner shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The Owner shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees

## **MUNICIPAL CONTRACT ADDENDUM**

### **RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

#### **PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7;
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at <https://dlt.ri.gov/requiredposters/> or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at <https://dlt.ri.gov> on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at <https://dlt.ri.gov/wrs/prevailingwage/> as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Any violation of RIGL 37-13-13 of Certified Weekly Payroll Forms and Daily Logs will result in the department imposing a penalty on the contractor of a minimum of one hundred dollars (\$100) for each calendar day of noncompliance.
11. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at <https://dlt.ri.gov/wrs/prevailingwage/>.

## CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Owners must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

"General Decision Number: RI20250001 01/03/2025

Superseded General Decision Number: RI20240001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/03/2025

ASBE0006-006 09/01/2024

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

ASBE0006-008 09/01/2024

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

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRR0003-001 06/01/2022

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

BRR0003-002 09/01/2022

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

BRR0003-003 09/01/2022

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

CARP0330-001 06/03/2024

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 45.13	30.25
Diver Tender.....	\$ 44.88	30.25
DIVER.....	\$ 57.03	30.25
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 44.88	30.25



FOOTNOTES:

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

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

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

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

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 CARP1121-002 01/02/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.54	30.73

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 ELEC0099-002 06/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 52.11	47.25%
Teledata System Installer.....	\$ 39.09	11.02%+15.31

FOOTNOTES:

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

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

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 ELEV0039-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.88	37.885+a+b

FOOTNOTES:

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

b. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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 ENGI0057-001 12/01/2024

	Rates	Fringes
Operating Engineer: (power		

plants, sewer treatment  
plants, pumping stations,  
tunnels, caissons, piers,  
docks, bridges, wind  
turbines, subterranean &  
other marine and heavy  
construction work)

GROUP 1.....	\$ 49.05	29.70
GROUP 2.....	\$ 47.05	29.70
GROUP 3.....	\$ 42.67	29.70
GROUP 4.....	\$ 39.82	29.70
GROUP 5.....	\$ 46.10	29.70
GROUP 6.....	\$ 36.90	29.70
GROUP 7.....	\$ 30.90	29.70
GROUP 8.....	\$ 42.75	29.70
GROUP 9.....	\$ 46.67	29.70

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding

machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

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ENGI0057-003 12/01/2024

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 48.32	28.45
GROUP 2.....	\$ 46.32	28.45
GROUP 3.....	\$ 46.10	28.45
GROUP 4.....	\$ 42.10	28.45
GROUP 5.....	\$ 39.25	28.45
GROUP 6.....	\$ 45.40	28.45
GROUP 7.....	\$ 44.97	28.45
GROUP 8.....	\$ 42.29	28.45

a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

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 ENGI0057-005 11/01/2024

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 44.20	29.45
GROUP 2.....	\$ 42.20	29.45
GROUP 3.....	\$ 36.90	29.45
GROUP 4.....	\$ 23.50	29.45
GROUP 5.....	\$ 30.90	29.45
GROUP 6.....	\$ 37.48	29.45
GROUP 7.....	\$ 41.18	29.45
GROUP 8.....	\$ 36.45	29.45

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

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

GROUP 3: Wellpoint installation and drill/boring machine assistants

GROUP 4: Utility engineers

GROUP 5: Signal persons

GROUP 6: Oilers on cranes and deckhands

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

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

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IRON0037-001 09/16/2024

	Rates	Fringes
IRONWORKER.....	\$ 41.59	32.98

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LAB00271-001 12/03/2023

BUILDING CONSTRUCTION

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

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

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LAB00271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner

welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

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

#### LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

#### LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

#### LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

-----  
PAIN0011-005 06/01/2024

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 38.07	25.80
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 40.07	25.80
Spray, Sand & Water Blasting.....	\$ 41.07	25.80
Taper.....	\$ 38.82	25.80
Wall Coverer.....	\$ 38.57	25.80

-----  
PAIN0011-006 06/01/2024

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

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

-----  
PAIN0011-011 06/01/2024

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

-----  
PAIN0035-008 06/01/2011

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

-----  
PLAS0040-001 07/01/2024

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.00	29.10

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

-----  
PLAS0040-002 07/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 39.45	25.30

-----  
PLAS0040-003 07/01/2024

	Rates	Fringes
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PLASTERER.....\$ 44.00 29.10

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PLUM0051-002 08/26/2024

Rates Fringes

Plumbers and Pipefitters.....\$ 52.49 33.60

-----  
ROOF0033-004 12/01/2024

Rates Fringes

ROOFER.....\$ 45.77 31.01

-----  
SFRI0669-001 04/01/2024

Rates Fringes

SPRINKLER FITTER.....\$ 49.98 32.85

-----  
SHEE0017-002 06/01/2024

Rates Fringes

Sheet Metal Worker.....\$ 42.69 38.45

-----  
TEAM0251-001 05/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 30.71	36.9125+A+B
GROUP 2.....	\$ 30.86	36.9125+A+B
GROUP 3.....	\$ 30.91	36.9125+A+B
GROUP 4.....	\$ 30.96	36.9125+A+B
GROUP 5.....	\$ 31.06	36.9125+A+B
GROUP 6.....	\$ 31.46	36.9125+A+B
GROUP 7.....	\$ 31.66	36.9125+A+B
GROUP 8.....	\$ 31.16	36.9125+A+B
GROUP 9.....	\$ 31.41	36.9125+A+B
GROUP 10.....	\$ 31.21	36.9125+A+B

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site

shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

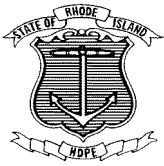
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

=====

END OF GENERAL DECISION"



**RI Department of Labor and Training - Division of Workforce Regulation & Safety  
Professional Regulation Unit/Prevailing Wage Section**

1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

**Rhode Island Certified Weekly Payroll**

Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_  
 Address: \_\_\_\_\_ Address: \_\_\_\_\_  
 City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Email: \_\_\_\_\_ Phone #: \_\_\_\_\_ Email: \_\_\_\_\_  
 For Week Ending: \_\_\_\_\_ Project/Location: \_\_\_\_\_ Wage Decision #: \_\_\_\_\_ Decision Date: \_\_\_\_\_

**\*\*NOTE:** If an employee works more than one trade, please list each classification on separate lines with the corresponding hours they performed that trade and hourly rate paid.

Name, Address and Phone Number of Employee	Work Classification Apprentice %	Date:	S	M	T	W	T	F	S	Total Hrs	Hourly Rate (List all Rates)	Hourly Fringe Benefit	Weekly Gross	Weekly Deductions						
			Hours Worked Each Day											Social Security	Medi-care	Withheld		RI TDI	*Other	Weekly Net
																Federal	State			
		P.S.																		
		P.O.																		
		A.P.S.																		
		A.P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		A.P.S.																		
		A.P.O.																		
		R.H.																		
		R.O.																		
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		A.P.S.																		
		A.P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		A.P.S.																		
		A.P.O.																		
		R.H.																		
		R.O.																		

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours APS= Additional PW Standard Hours APO=Additional PW Overtime Hours

List all PW Projects in APS/APO: \_\_\_\_\_

\*Deductions listed in "Other" column: \_\_\_\_\_

**STATEMENT OF COMPLIANCE**

I, \_\_\_\_\_ do hereby state:

*(print name and title of signatory party)*

(1) That I pay or supervise the payment of the persons employed by: \_\_\_\_\_  
*(contractor or subcontractor)*

on the \_\_\_\_\_, that during the payroll period commencing on \_\_\_\_\_  
*(project)*  
 \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
*(day)* *(month)* *(year)* *(day)* *(month)* *(year)*

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any person and that no deductions have been  
*(contractor or subcontractor)*

made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed.

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: **(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law.

Please specify the type of benefits provided:

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| 1.) Medical or hospital care: _____ | 4.) Disability: _____              |
| 2.) Pension or Retirement: _____    | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____           | 6.) Other (please specify): _____  |

**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records.

<b>SIGNATURE OF OWNER OR OFFICER OF CORPORATION</b>	<b>PRINT NAME &amp; TITLE</b>	<b>DATE</b>
<p>My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating in the prevailing wage program, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.</p>		

**PAYROLL**

(For Contractor's Optional Use; See Instructions at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm))



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008

OMB No.: 1235-0008  
Expires: 04/30/2021

NAME OF CONTRACTOR			OR SUBCONTRACTOR			ADDRESS																		
PAYROLL NO.		FOR WEEK ENDING				PROJECT AND LOCATION					PROJECT OR CONTRACT NO.													
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT	OR	ST	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK			
						HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS					
			O																					
			S																					
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



Date \_\_\_\_\_

I, \_\_\_\_\_  
(Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the  
(Contractor or Subcontractor)

\_\_\_\_\_ ; that during the payroll period commencing on the  
(Building or Work)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
----------------	-----------

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**Minority Business Enterprise Compliance Office**  
**Minority Business Enterprise Utilization Plan**

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

Representative's Name who administers MBE Program: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email: \_\_\_\_\_ Project Location: \_\_\_\_\_

Bid or Project #: \_\_\_\_\_ Date Bid Opened: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Contract Value: \_\_\_\_\_ MBE % Assigned: \_\_\_\_\_

Total # of Subcontractors/Suppliers used: \_\_\_\_\_ # of MBE Subcontractors/Suppliers used: \_\_\_\_\_

**List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:**

<b>Subcontractor / Supplier</b>	<b>Dollar Award</b>	<b>Scope/Description of Work</b>	<b>RI Certified MBE Y/N</b>

***Note:** Only those Minority Business Enterprises certified by the Rhode Island Department of Administration may be utilized to fulfill the MBE participation requirement pursuant to RIGL 37-14.1. Vendors may count towards it MBE requirement 60% of expenditures for material and supplies required under a contract and obtained from an MBE regular dealer/supplier, and 100% of such expenditures when obtained from an MBE manufacturer. For firms certified as a broker, only the fees and commission charged for the procurement, but not the cost of the materials or services, are eligible for MBE participation credit. Also note that MBE firms identified above must complete all work under their respective contracts with their own forces.*

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at [www.mbe.ri.gov](http://www.mbe.ri.gov).

Signature of Authorized Agent of Business: \_\_\_\_\_ Date: \_\_\_\_\_

**Send Completed Form to:**  
**Minority Business Enterprise Compliance Office**  
**Department of Administration**  
**One Capitol Hill 2<sup>nd</sup> Floor**  
**Providence, RI 02908**  
**Phone: (401) 574-8670**  
**Fax: (401) 574-8387**  
**Web site: [www.mbe.ri.gov](http://www.mbe.ri.gov)**

# Appendix D

Federal Labor Standards Provisions – Form HUD 4010

**A. APPLICABILITY**

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**(1) MINIMUM WAGES**

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

**(ii) Additional Classifications.**

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the construction industry; and
  - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802.

**(11) Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

#### **B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

#### **C. HEALTH AND SAFETY**

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

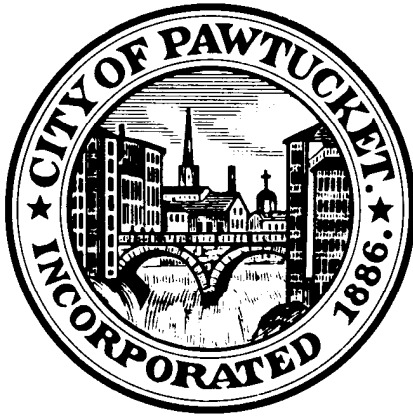


## **Appendix E**

**Cities of Pawtucket and Central Falls Standard Form of Agreement (Sample)**

**CONTRACT AGREEMENT  
FOR:**

**PROJECT\_TITLE**



**PAWTUCKET, RHODE ISLAND**

PURCHASING DIVISION  
137 ROOSEVELT AVE.  
PAWTUCKET, RHODE ISLAND

MM/DD/YYYY

# CONTRACT AGREEMENT

**PROJECT\_TITLE**  
Pawtucket, Rhode Island

## **1. AGREEMENT FOR SERVICES**

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 between the City of Pawtucket, a municipal corporation of the State of Rhode Island, with a business address of 137 Roosevelt Avenue, Pawtucket, Rhode Island and the City of Central Falls, a municipal corporation of the State of Rhode Island, with a business address of 580 Broad Street, Central Falls, Rhode Island (hereinafter the "City") and \_\_\_\_\_, company authorized to do business in the State of Rhode Island, with a business address of \_\_\_\_\_ (hereinafter the "Consultant").

## **2. SCOPE OF CONSULTANT SERVICES**

This is a contract to provide the City with consulting services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein; the RFQ response received by the City from the Consultant, and in accordance with the City's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

Delivery of goods and services will be provided in accordance with RFQ XX-XXX.

## **3. COMPENSATION FOR SERVICES**

The City shall pay the Consultant in the following sums for work performed under this Agreement after the effective date as set out below:

\$ \_\_\_\_\_

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds. Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

## **4. RHODE ISLAND LAW AND FORUM**

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Consultant arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

## 5. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

City of Pawtucket  
Purchasing Office  
137 Roosevelt Avenue  
Pawtucket, RI 02860

**and**

City of Central Falls  
Purchasing Department  
580 Broad Street  
Central Falls, RI 02863

If to the Consultant:

Consultant  
Name  
Address  
City

## 6. COMPLIANCE WITH LAWS

Consultant shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

## 7. TIMEFRAME TO COMPLETE

The Consultant shall complete the \_\_\_\_\_ located in the City of Pawtucket and Central Falls, Rhode Island, no later than \_\_-\_\_-\_\_.

## 8. WAIVERS

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Consultant shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Consultant to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Consultant's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

**CONSULTANT**

Name of Consultant here \*\*\*

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me in the \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**CITY OF PAWTUCKET**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me in the \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**AND:**

**CITY OF CENTRAL FALLS**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

Subscribed and sworn to before me in the \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**EXHIBIT 2:**

**RHODE ISLAND DLT MUNICIPAL CONTRACT ADDENDUM**

**SAMPLE**

**MUNICIPAL CONTRACT ADDENDUM**  
**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**  
**PREVAILING WAGE REQUIREMENTS**  
**(37-13-1 ET SEQ.)**

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL § 37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1<sup>st</sup> of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;



7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
12. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

### CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

SAMPLE

# Appendix F

## Rhode Island General Laws

# Title 37

## Public Property and Works

### Chapter 13

#### Labor and Payment of Debts by Contractors

R.I. Gen. Laws § 37-13-5

#### **§ 37-13-5. Payment for trucking or materials furnished — Withholding of sums due.**

A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

History of Section.

P.L. 1936, ch. 2361, §§ 2, 3; G.L. 1938, ch. 290, §§ 2, 3; G.L. 1938, ch. 290, § 4; P.L. 1955, ch. 3580, § 1; G.L. 1956, § 37-13-5; P.L. 1965, ch. 77, § 1.

# Title 37

## Public Property and Works

### Chapter 13

#### Labor and Payment of Debts by Contractors

R.I. Gen. Laws § 37-13-7

#### **§ 37-13-7. Specification in contract of amount and frequency of payment of wages.**

(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for the transportation of public and private school pupils pursuant to §§ 16-21-1 and 16-21.1-8, or for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and that requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships that may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages," "scale of wages," "wage rates," "minimum wages," and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(i) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(ii) The rate of costs to the contractor, subcontractor, vendor, or provider that may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program that was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a

contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees," as used in this section, shall include:

(1) Employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b); and

(2) Persons employed by a provider contracted for the purpose of transporting public and private school pupils pursuant to §§ 16-21-1 and 16-21.1-8 shall be subject to the provisions of subsections (a) and (b) of this section. For the purposes of this subsection the term employee includes school bus drivers, aides, and monitors who are directly providing transportation services; the term employee does not include mechanics, dispatchers, or other personnel employed by the vendor whose duties are normally performed at a fixed location.

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to: the Rhode Island industrial recreational building authority, the Rhode Island commerce corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, the Rhode Island telecommunications authority, the convention center authority, the council on postsecondary education, the council on elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

History of Section.

P.L. 1974, ch. 237, § 3; P.L. 1976, ch. 193, § 1; P.L. 1999, ch. 75, § 1; P.L. 2001, ch. 321, § 1; P.L. 2015, ch. 141, art. 7, § 16; P.L. 2021, ch. 292, § 3, effective July 9, 2021; P.L. 2021, ch. 293, § 3, effective July 9, 2021.

**Appendix G**

**Specifications Issued for Bid**

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**END OF SECTION**

## SECTION 01100 - SUMMARY

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the latest edition of the RIDOT Standard Specifications for Road and Bridge Construction, and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Coordination with occupants.
  - 5. Work restrictions.
  - 6. Specification and drawing conventions.
  - 7. Miscellaneous provisions.

#### 1.3 Project Information

- A. Project Identification: Project consists of the installation of green stormwater infrastructure (GSI) practices (i.e. curbside bioretention planters, tree filter boxes, tree pits, and permeable pavers) and the streetscape reconstruction of Pine Street between Barton Street and Rand Street.
  - 1. Project Location: Pine Street Right-of-Way between its intersections with Barton Street and Rand Street and within immediate adjacent areas within the Project's limit of disturbance (LOD) as shown on the Contract Drawings.
  - 2. Property Owners: City of Pawtucket and City of Central Falls.
- B. Engineer Identification: The Contract Documents prepared for the Project by Fuss & O'Neill, Inc.

#### 1.4 Work Covered by Contract Documents

- A. The work of Project is defined by the Contract Documents and consists of the following:
  - 1. Work includes but is not limited to:
    - a. Furnishing and installing temporary erosion control as necessary throughout construction.
    - b. Streetscape reconstruction including the removal and disposal of pavement and sections of the roadway's sidewalk to accommodate proposed improvements such as the reduction in roadway pavement width, the widening of the roadway's

southerly/westerly sidewalk, and the introduction of two parklet areas to serve as public amenity features.

- c. Furnishing and installing curbside bioretention planters and appurtenant structures/components; tree filter boxes, tree pits, permeable pavers, signage and other site features.
- d. Adjusting existing utilities; relocating fire hydrants; and installing plantings and other landscaping amenities/features.
- e. Traffic management throughout construction.

## 1.5 Submittals

- A. Submit the following schedules in accordance with Paragraph 3.2 of this Section:
  1. Construction schedule
  2. Construction phasing plan.
  3. Schedule of submittals/shop drawings.
  4. Schedule of Values.

## 1.6 Use of Premises

- A. Use of Site: Limit use of site to work in areas indicated by the Limit of Disturbance (LOD) within the Pine Street, Barton Street, Rand Street, and Conant Street ROW's shown on the Contract Drawings. Do not disturb portions of site beyond areas in which the Work is indicated.
  1. Schedule construction operations to produce an expedient, orderly method and sequence of construction, and to disrupt as few streets as possible at any time.
    - a. Minimize the period an area is under construction.
  2. Limits:
    - a. Confine construction operations to limit of disturbance within the rights-of-way of the Cities of Pawtucket and Central Falls, unless otherwise noted on the Contract Drawings.
    - b. Limit linear extent of open trench in one area at any time.
      - 1) Do not leave open excavations overnight.
    - c. Schedule construction to minimize period of time where public streets are disturbed. Approval from Owner for construction sequence is required as part of the Construction Schedule and Construction Phasing Plan submissions.
  3. Regulatory Limits: Confine construction operations to the restrictions and conditions that are included within all Project permits.
  4. Staging Areas: Temporary storage and staging areas may be established within limited portions of the project's limit of disturbance if agreed to by Owner. Contractor shall coordinate with the Owner before use of any such area to review proposed uses (material storage, stockpiling, equipment storage, job trailer, etc.) and locations within these areas. The Owner reserves the right to reject a use or location where it determines that such condition would present an unreasonable adverse impact to public health and safety or otherwise endanger property or adjacent natural resources. The Contractor also reserves the

right to coordinate with the Owner for use of any vacant City-owned properties that could be used as off-site staging area(s).

5. Driveways, Entrances, and Concrete Sidewalks Through Driveways: Keep driveways, entrances, and concrete sidewalks through driveways serving residents and businesses clear and available to property owners. Notify such residence and business owners at least 48 hours in advance and provide accommodations for access as needed.
  - a. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
  - b. Concrete sidewalk and driveway construction shall be coordinated with affected property owners to maximize the time that concrete will be allowed to effectively cure without vehicle impact and/or to minimize the potential for damage associated with large vehicle deliveries. For affected businesses, Contractor shall also coordinate with property owner to avoid deliveries during time that concrete cures.
  - c. Temporary traffic barrels may need to be temporarily shifted to accommodate the turning movements of large vehicles servicing affected businesses throughout construction.
  - d. Contractor is responsible for coordination to ensure that final work product meets the standards of this contract while allowing neighboring businesses to continue operating.
6. All work within the Right-of-Way shall conform to the requirements set forth by City of Pawtucket, City of Central Falls, and RIDOT. Excavation restrictions within the Right-of-Way include:
  - a. Backfill and temporarily close excavations at the end of each work day unless otherwise authorized by the Engineer.
  - b. Steel plates may be used for the temporary closure of excavations within paved areas during Monday through Friday. Backfill excavations to surface grade Saturday through Sunday.
  - c. No excavations will remain open overnight.
7. The work area is in a fully developed neighborhood and must be performed with staged construction.
  - a. Throughout the duration of construction, two-way vehicular access must be maintained along Pine Street. Flaggers and/or police shall be utilized to achieve this by closing one lane as reflected on the approved Traffic Management Plan and controlling one-lane alternating traffic.
  - b. Full access to roads and driveways must be established at the end of each working day to minimize impacts to the adjacent property occupants.
  - c. Maintain detours in accordance with approved Traffic Management Plans.
  - d. During construction, pedestrian traffic will also be diverted accordingly as reflected on the approved Traffic Management Plan. Provide additional signs as required by the Engineer and/or Owner that separate pedestrians from the Work.

## 1.7 Specification Formats and Conventions

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "Master Format" numbering system.
  - 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sentence requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

## 1.8 Utility Locations

- A. Contact Dig Safe at 1-888-344-7233 at least 72 hours prior to the start of construction (excluding weekends and holidays), to mark out the utility locations.
  - 1. Contact the City of Pawtucket to confirm and/or mark out water and sewer utility locations in Pawtucket at least 72 hours prior to the start of construction (excluding weekends and holidays).
    - a. Public Works Department Contact: Engineering Department at (401) 782-0500.
    - b. Pawtucket Water Supply Board Contact: Engineering at (401) 729-5015 or Operations at (401)729-5004.
  - 2. Contact the City of Central Falls to confirm and/or mark out water and sewer utility locations in Central Falls at least 72 hours prior to the start of construction (excluding weekends and holidays).
    - a. Public Works Department Contact: Engineering Department at (401) 727-7466.

## 1.9 Access to Site

- A. Minimize damage to access routes, and restore damaged areas to their original condition or better.

- B. Acquire necessary permits, authorizations and approvals for working in, on or from property, rights-of-way or easements not owned or controlled by the Owner. The Contractor shall secure access rights of his own for such work. The areas within Limits of Disturbance shown on the Drawings are controlled by the Owner.
  - 1. Acquire necessary permits, authorizations and approvals, from the City of Pawtucket and City of Central Falls for roadway and sidewalk reconstruction in addition to the relocation of fire hydrants. Such permits include, but are not limited to the following:
    - a. Road Construction Permit from the Departments of Public Works.
    - b. Pawtucket and Central Falls DPW Contractor License from the respective Departments of Public Works.
    - c. Utility permits from the Engineering Departments (separate permits for each work area may be required).
    - d. Water Permits from the City of Pawtucket and City of Central Falls.
- C. Remove and restore to original condition landscaping, walls, fences, structures, utility lines, poles, guy wires, anchors, and other improvements required to be relocated for construction of the Work. Costs for such activity shall be borne by the Contractor. Notify the Engineer, the Owner, and utilities of intended modification or disruption to their property and access to their property 72-hours prior to the start of construction and cooperate with them in the scheduling and performance of his operations.
- D. If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured any right to use more space or greater privileges in the space provided by the Owner for purposes incidental to the performance of the Contract, s/he shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Owner, Property Owner, or Engineer will arise there from. Neither the Owner, Property Owner nor the Engineer shall be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.
- E. The Contractor shall be responsible for and reimburse the Owner and others for any and all losses, damage or expense which the Owner or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights of way provided by the Owner to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights. The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, easements, etc., provided by the Owner.
- F. Contractor shall be responsible for notification to adjacent public and private property owners who may be affected of tentative construction schedule in the neighborhoods. The Contractor shall refer all questions regarding this project to Sean Arruda, Fuss & O'Neill, at 401-533-5966. The

Contractor shall notify the private property owners and Owner at least five working days prior to disturbing or restricting access to private properties.

### **1.10 Scheduling of Work Zone Activities**

#### **A. WORK HOURS**

1. Schedule activities on Monday through Friday, 7:30 AM to 4:30 PM. Should access to the Site at other times be necessary, make arrangements with the Owner, Property Owner and City.
2. State Holidays and Weekends: Excavations shall be backfilled.
3. Prior approval must be obtained from the Owner, Property Owner and City, as applicable, to work any hours or days other than those listed.

B. Allow unimpeded access to the buildings at all times.

### **1.11 Site Conditions**

A. The underground utilities and structures shown on the Contract Drawings and are considered approximate as to size and location. There may be additional underground utilities and structures that are not shown on the Contract Drawings, and it shall be the responsibility of the Contractor to locate all existing utilities and structures and to protect same from damage or harm. Restore utilities interfered with or damaged, at the expense of the Contractor, and to the satisfaction of its Owner.

1. Subsequent to the survey of existing conditions performed of the Project Site (as reflected on the Contract Drawings) and prior to construction:
  - a. Rhode Island Energy intends to replace its gas main and services along Pine Street.
2. At least two weeks prior to construction, the Contractor shall confirm the actual locations of the gas mains and services and notify the Engineer/Owner of such changes such that the Engineer has adequate time to make any design/layout modifications as a result of such utility main and service relocations.

B. Ensure construction activities do not impact the activities or properties of the Owner and its Departments without prior coordination and consent of these entities.

C. Immediately notify the Engineer upon encountering archaeological material, including "charcoal," "bone," "cultural objects" (e.g., fire cracked stones/stone flaking material), "middens," or any other artifacts or related items of historical significance.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION**

### **3.1 Schedule And Phasing**

- A. Construction phasing requirements approved by the Engineer must be adhered to in the Contractor's detailed construction schedule submitted to the Engineer, including installation of erosion and sedimentation controls.
  - 1. As indicated on the Traffic Management Plan in the Contract Drawings, the Contractor shall phase the sidewalk/streetscape improvements and full-depth reconstruction of the roadway to facilitate alternating two-way traffic at all times during the construction period. The Contractor shall include its approach to achieving this on its Construction Phasing Plan submittal.
- B. Deviation from Contractor's schedule will require the Contractor to submit notification of such change in schedule to the Engineer at least seven (7) days prior to the subject change. Such notification shall be accompanied by a revised project schedule and phasing drawing.

### **3.2 Administrative Submittals**

- A. Do not commence portion of the Work requiring a submission until submission has been accepted by the Engineer.
- B. Provide the following submittals within 10 days after the effective date of the Agreement:
  - 1. Schedule of Construction. Submit a proposed schedule of construction (schedule of operations) to the Engineer.
    - a. Provide a bar-chart-type or Gantt-chart-type schedule that clearly indicates the start date and duration of specific construction activities. The Contractor shall not work on Saturday, Sunday, or Holidays without approval of the Owner. Portions of the Work to be performed by subcontractors or utilities shall be clearly indicated as such.
    - b. Incorporate the erosion control including construction phasing provisions into the construction schedule.
    - c. Prepare scaled drawing clearly showing proposed construction phasing areas corresponding to construction schedule.
    - d. No work shall be started until the schedule of construction is reviewed and approved by the Owner.
    - e. Contract completion date shall not be changed by submission of a schedule, unless specifically authorized by Change Order approved by the Owner.
  - 2. Construction Phasing Plan. This plan shall address traffic management during all phases of construction.
  - 3. Schedule of Submittals/Shop Drawings. The Contractor shall submit his proposed schedule of submittals to the Engineer.



4. Schedule of Values. The Contractor shall submit his proposed schedule of values to the Engineer.

### **3.3 Project Meetings**

- A. Pre-construction Conference: Prior to the start of construction, a pre-construction conference will be held with the representatives of the Contractor, Engineer, Owner and other interested parties.
- B. Progress Meetings: During progress of the Work, meetings will be conducted bi-monthly or as deemed necessary in order that scheduling and overall job coordination can be maintained. The Contractor shall be required to attend these meetings throughout the Project duration as scheduled by the Engineer.

### **3.4 Regulatory Compliance**

- A. All equipment operators and workers performing work at the proposed location shall hold the appropriate State of Rhode Island licenses and safety trainings for their responsibilities.
- B. Contractor shall provide a 'Competent Person', as defined by the US Department of Labor Occupational Safety & Health Administration (OSHA), for the location of the proposed work.
- C. All required licenses and/or certificates for work being performed shall be copied and supplied to the Owner prior to beginning work by each contractor, subcontractor or vendor employee conducting work at the site. All required licenses and/or certificates for work being performed shall be in the possession of the person(s) while performing the work.
- D. The Contractor shall be solely responsible to conduct their operations in a manner that meets all local, state and federal regulations including RIDEM, CRMC, USEPA, OSHA and labor and equipment licensing requirements.

## **PART 4 - MEASUREMENT**

- A. This work will not be measured for payment.

## **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

## **END OF SECTION**

## SECTION 01250 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 Summary

- A. This Section includes administrative and procedural requirements for handling and processing Contract modifications.

#### 1.2 Field Order

- A. Engineer will issue written supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Price or the Contract Time, on EJCDC Form C-942. A sample copy of a Field Order is included at the end of the Section.

#### 1.3 Proposal Requests

- A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Price or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Engineer are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Price and the Contract Time.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
  - 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - 4. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and

activity relationship. Use available total float before requesting an extension of the Contract Time.

5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

#### **1.4 Change Order Procedures**

- A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on EJCDC Document C-941.
  1. Note that all change orders require WRWC approval prior to payment for work to be constructed.

#### **1.5 Work Change Directive**

- A. Work Change Directive: Engineer may issue a Work Change Directive on EJCDC Document C-940. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Price or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate proposed cost and time adjustments to the Contract.

### **PART 2 PRODUCTS (not applicable)**

### **PART 3 - EXECUTION**

#### **3.1 Attached Forms**

1. Proposal Request.
2. Field Order (EJCDC Form C-942).
3. Work Change Directive (EJCDC Form C-940).
4. Change Order (EJCDC Form C-941).

### **PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

### **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

### **END OF SECTION**

**PROPOSAL REQUEST**

Proposal Request No. \_\_\_\_\_

---

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Please submit an itemized quotation for changes in the Contract Price or Contract Time incidental to the proposed modifications to the Contract Documents described herein.

Description:

Attachments: (List documents supporting description)

---

By:

---

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ENGINEER

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Field Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**Attention:**

You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: \_\_\_\_\_ (Specification Section(s)) \_\_\_\_\_ (Drawing(s) / Detail(s))

Description:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attachments:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Engineer:  
 \_\_\_\_\_

Receipt Acknowledged by (Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

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Work Change Directive No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project:	Owner:	Owner's Contract No.:
Contract:	Date of Contract:	
Contractor:	Engineer's Project No.:	

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

---



---

Purpose for Work Change Directive:

- Authorization for Work described herein to proceed on the basis of Cost of the Work due to:
- Nonagreement on pricing of proposed change.

<input type="checkbox"/>	Necessity to expedite Work described herein prior to agreeing to changes on Contract.Price and Contract Time.
--------------------------	---

Estimated change in Contract Price and Contract Times:

Contract Price \$ \_\_\_\_\_ (increase/ decrease) Contract Time \_\_\_\_\_ (increase/ decrease) days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:



**FUSS & O'NEILL, INC.**  
**20150951.C10**  
**2/2024**  
**FALLS, RI**

**PINE STREET NORTH GREEN INFRASTRUCTURE &  
PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL**

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Change Order No. \_\_\_\_\_

Date of Issuance: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Project: <b>Pine Street North Green Infrastructure&amp;Pedestrian Improvements</b>	Owner: <b>City of Pawtucket</b>	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: \_\_\_\_\_  
 \_\_\_\_\_

Attachments: (List documents supporting change): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:  
 \$ \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_ to No. \_\_:  
 \$ \_\_\_\_\_

Contract Price prior to this Change Order:  
 \$ \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
 \$ \_\_\_\_\_

Contract Price incorporating this Change Order:  
 \$ \_\_\_\_\_

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working days  Calendar days  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:  
 Substantial completion (days): \_\_\_\_\_  
 Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:  
 Substantial completion (days or date): \_\_\_\_\_  
 Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
 Engineer (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
 Owner (Authorized Signature)  
 Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
 Contractor (Authorized Signature)  
 Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

## Change Order Instructions

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### A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

## SECTION 01290 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 Related Documents

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

#### 1.2 Summary

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

#### 1.3 Definitions

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

#### 1.4 Schedule Of Values

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. The Schedule of Values shall include breakdown of items included in developing the Total Contract Base Bid price including unit price, add/deduct, and alternate bid items.
  1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with continuation sheets.
    - b. Submittals/Shop Drawing schedule.
  2. Submit three copies of the Schedule of Values to Engineer 10 days after effective date of Agreement. No payment will be made to Contractor before Schedule of Values has been submitted and accepted by Engineer.
  3. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location.
    - b. Engineer's project number: 20150951.C10.
    - c. Contractor's name and address.
    - d. Date of submittal.
  4. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Related Specification Section or Division.
    - b. Description of the Work.
    - c. Change Orders (numbers) that affect value.

- d. Dollar value.
  - 1) Percentage of the Contract Price to nearest one-hundredth percent, adjusted to total 100 percent.
  - 2) Contractor's estimated quantity and unit prices.
  - 3) For unit price items, the quantity provided on the bid form and unit prices.
  - 4) For alternate unit price items, the quantity authorized by the Owner and unit prices.
5. Provide a breakdown of the Contract Price in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
6. Round amounts to nearest whole dollar; total shall equal the Contract Price.
7. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required.
8. Where items are not broken down sufficiently to accurately determine the value of Work completed, Engineer will estimate the value of the Work completed and deduct a conservative value that will allow the Owner to easily complete the Work with the unpaid balance.
  - a. When the required detail in the Schedule of Values is not provided by the Contractor, the Contractor agrees to accept the Engineer's determination.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

## 1.5 Schedule of Payments

- A. Coordination: Coordinate preparation of the Schedule of Payments with preparation of Contractor's Construction Schedule and Schedule of Values.
  1. Such schedule shall be broken down by monthly pay period through Project completion and reflect items listed in the Schedule of Values.
  2. Submit three copies of the Schedule of Payments to Engineer 10 days after effective date of Agreement.

## 1.6 Applications For Payment

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
  - 1. Initial/Monthly Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is the 15th day of each month. The period covered by each Application for Payment starts on the day following the end of the preceding period and ends 15 days before the date for each progress payment.
- C. Payment Application Forms: AIA Document G 702 or an approved equal.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Work Change Directives issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
  - 5. Itemized data and format provided on continuation sheets shall include schedules, line items, and values as stipulated in the Schedule of Values as accepted by Owner.
    - a. Continuation sheets shall include a total list of all scheduled component items of work with item number and scheduled dollar value for each item. Dollar values to be included in each column for each scheduled line item when Work has been performed or products stored. Round off values to nearest dollar or as may be specified for Schedule of Values.
    - b. List each Change Order executed prior to date of submission at end of continuation sheets. List by Change Order number and description as to original component item of Work.
- E. Transmittal: Submit 4 signed and notarized original copies of each Application for Payment to Engineer. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
  - 2. Submit Applications to Engineer by means ensuring receipt within 24 hours.
- F. Ownership: All Work covered by Progress Payments shall, at the time of payment, become the property of Owner.

- G. Processing: With each Application for Payment the Contractor shall certify such Application for Payment represents a just estimate of costs reimbursable to Contractor under terms of the Contract and shall certify there are no Mechanic's or Materialmen's Liens outstanding at the date of that Application for Payment, that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of that Application for Payment, that there is no known basis for the filing of any Mechanic's or Materialmen's Lien against the Surety in connection with the Work, that Waivers and Bills Paid Affidavit forms from all Subcontractors and Materialmen have been, or will be, obtained in the form agreeable to the Owner, and that amount of the contract remaining to be expended is sufficient to complete the project.
- H. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. Contractor shall submit final or full Waivers of Liens and Claims for completed items of work shown on the monthly Application for Payment.
  3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  4. The Contractor's final Application for Payment shall be submitted with, or preceded by final Waivers from every entity involved with the performance of work, supplying of materials or the providing of professional services covered by the Application who could lawfully be entitled to a Lien.
  5. Waivers of Liens shall be provided on forms, and executed in a manner acceptable to the Owner.
- I. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors with current DBE/MBE/DBE certification forms, as applicable.
  2. Schedule of values.
  3. Contractor's construction schedule (preliminary if not final), updated monthly.
  4. Name of Contractor Superintendent.
  5. Products list (preliminary if not final).
  6. Schedule of unit prices.
  7. Submittal schedule (preliminary if not final).
  8. List of Contractor's staff assignments.
  9. List of Contractor's principal consultants.
  10. Copies of required permits.
  11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  12. Any material stored off site must carry additional insurance (All Risk Ryder) stating Owner as insured. All material is to be inspected by Engineer or his designated personnel before billing can be approved. Bill of Sale and receipts for items being billed at cost only are required and 50% retainage will be held for off-site stored materials. Paperwork must

accompany request two weeks prior to billing to insure adequate time to schedule inspection.  
Initial progress report.

13. Report of preconstruction conference.
  14. Certificates of insurance and insurance policies.
  15. Performance and payment bonds.
- J. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum, if any.
  2. Submit warranties and maintenance agreements, as applicable.
  3. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- K. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Completion of items specified by the Engineer for correction after Substantial Completion.
  2. Required Project Records including permit drawings, as constructed drawings both on hard copy and in electronic format.
  3. Evidence of completion of Project closeout requirements.
  4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  5. Updated final statement, accounting for final changes to the Contract Sum.
  6. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  7. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  8. AIA Document G707, "Consent of Surety to Final Payment."
  9. List of unsettled claims, if any.
  10. Evidence that claims have been settled, if any.
  11. Final liquidated damages settlement statement.
  12. Removal of all temporary facilities and services.
  13. Removal of all surplus materials, rubbish, and similar elements.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

## **PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.



**PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

## SECTION 01310 - PROJECT MANAGEMENT AND COORDINATION

### PART 1 - GENERAL

#### 1.1 Related Documents

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

#### 1.2 Summary

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.
  - 3. Requests for Information (RFIs).
  - 4. Administrative and supervisory personnel.
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Requirements:
  - 1. Section 013200 "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Section 017300 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Section 017700 "Closeout Procedures" for coordinating closeout of the Contract.

#### 1.3 Definitions

- A. RFI: Request from Owner, Construction Manager, Engineer, or Contractor seeking information required by or clarifications of the Contract Documents.

#### 1.4 Informational Submittals

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.

- B. Staff Names: Within five days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.
  
- C. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
  - 1. Indicate required installation sequences.

### **1.5 General Coordination Procedures**

- A. Coordinate the Work with Authorities having jurisdiction within the work area.
  
- B. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
  
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
  
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.

- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

## **1.6 Coordination With Utilities**

- A. Contact Dig Safe at 1-888-344-7233 at least 72 hours prior to the start of construction (excluding weekends and holidays), to mark out the utility locations.
  - 1. If above or below ground utilities are damaged during the course of the Work, immediately notify the appropriate utility companies of the incident.
- B. Contact Pawtucket Water Supply Board (401-729-5004) and the Central Falls Public Works Director (401-727-7466) at least 48 hours prior to the start of construction (excluding weekends and holidays), to notify them of proposed work associated with the relocation of the existing fire hydrants.
  - 1. Emergencies in Pawtucket should be reported by calling (401) 729-5000.
  - 2. Emergencies in Central Falls should be reported by calling (401) 727-7466.

## **1.7 Coordination With Local Authorities**

- A. Report the location and duration of road closing or traffic detour to the various City and State Authorities, including the Public Works, Police, Fire, Emergency Services, Sanitation and School Departments, a minimum of 2 business days prior to roadway construction activities.
- B. Contact Information
  - 1. Pawtucket Public Works Director: Chris Crawley – (401) 728-0500 x 236
  - 2. Pawtucket Highway Supervisor: – Gil Tavares (401) 728-0500 x 288
  - 3. Pawtucket Police Department: Chief Goncalves – (401) 727-9100
  - 4. Pawtucket Fire & Emergency Department – Chief Trenteseaux (401) 725-1422
  - 5. Pawtucket School Department: (401) 729-6300
  - 6. Central Falls Public Works Director: Jean Barros – (401) 727-7466
  - 7. Central Falls Planning & Economic Director: – Jim Vandermillen (401) 616-2425
  - 8. Central Falls Police Department: Chief Roberson – (401) 727-7400
  - 9. Central Falls Fire Department: Chief Scott Mello – (401) 727-7446
  - 10. Central Falls School District: (401) 727-7700

## **1.8 Coordination With Local Residents And Business Owners**

- A. Coordinate work and access to driveways, driveway entrances, concrete sidewalks through driveways with local residents and business owners at least 48 hours prior to the start of any construction (excluding weekends and holidays) that will temporarily restrict/impact pedestrian and

vehicular access to adjacent residential and commercial/retail buildings. During construction activities:

1. pedestrian traffic will be diverted to the sidewalk along the opposite side of Pine Street where work is being performed as reflected on the approved Traffic Management Plans; and
  2. vehicular traffic will be allowed continual access along Pine Street via two-way alternating traffic as reflected on the approved Traffic Management Plans.
- B. Refer to Division 1 Section "Summary" for additional coordination and requirements pertaining to access to and/or reconstruction of driveways, concrete sidewalks through driveways, and driveway entrances.
- C. Coordinate relocation of all site improvements with local residents including fences, mailboxes, vegetative features and miscellaneous site improvements.

## **1.9 Permits**

- A. Obtain required permits, and insurance required in connection with such permits.

## **1.10 Coordination Drawings**

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe the relationship of various systems and components.
    - b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
    - c. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    - d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    - e. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    - f. Indicate required installation sequences.
    - g. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution

of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

### **1.11 REQUESTS FOR INFORMATION (RFIs)**

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Engineer.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

### **1.12 Project Meetings**

- A. General: Engineer will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
1. Attendees: Engineer will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  2. Agenda: Engineer will prepare the meeting agenda and distribute the agenda to all invited attendees.
  3. Minutes: Engineer will record significant discussions and agreements achieved, and distribute the meeting minutes to everyone concerned, including Owner, within 10 days of the meeting.

- B. Preconstruction Conference: Engineer will schedule a preconstruction conference before start of construction, at a time convenient to Owner, Contractor, and Engineer, but no later than 15 days after execution of the Agreement.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Owner, Engineer, and their consultants; and Contractor and its superintendent; shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing.
    - d. Designation of responsible personnel.
    - e. Procedures for processing field decisions and Change Orders.
    - f. Procedures for processing Applications for Payment.
    - g. Distribution of the Contract Documents.
    - h. Submittal procedures.
    - i. Preparation of Record Documents.
    - j. Use of the premises.
    - k. Responsibility for temporary facilities and controls.
    - l. Parking availability.
    - m. Office, work, and storage areas.
    - n. Equipment deliveries and priorities.
    - o. First aid.
    - p. Security.
    - q. Progress cleaning.
    - r. Working hours.
    - s. Communication plan.
  4. Execution of Owner-Contractor Agreement including executed bonds and insurance certificates may be completed immediately prior to the pre-construction conference.
  5. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Progress Meetings: Engineer will conduct progress meetings at bi-monthly intervals or as deemed necessary during non-critical phases of work, and weekly if conditions warrant.
1. Attendees: In addition to representatives of Owner and Engineer, each contractor, subcontractor, supplier, and other entity required to finalize discussions regarding current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
  2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

- a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- b. Review present and future needs of each entity present, including the following:
  - 1) Interface requirements.
  - 2) Sequence of operations.
  - 3) Status of submittals.
  - 4) Deliveries.
  - 5) Off-site fabrication.
  - 6) Access.
  - 7) Temporary facilities and controls.
  - 8) Work hours.
  - 9) Hazards and risks.
  - 10) Progress cleaning.
  - 11) Quality and work standards.
  - 12) Change Orders.
  - 13) Documentation of information for payment requests.
3. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

## **PART 4 - MEASUREMENT**

- A. This work will not be measured for payment.

## **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

## **END OF SECTION**



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## SECTION 01323 - PHOTOGRAPHIC DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the latest edition of the RIDOT Standard Specification for Road and Bridge Construction, and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. Section includes administrative and procedural requirements for the following:
  - 1. Preconstruction photographs.
  - 2. Periodic construction photographs.
  - 3. Final completion construction photographs.
  - 4. Preconstruction video recordings.
  - 5. Periodic construction video recordings.
- B. Related Requirements:
  - 1. Section 02230 "Site Clearing."

#### 1.3 Informational Submittals

- A. Key Plan: Submit key plan of Project site with notation of vantage points marked for location and direction of each photograph and video recording. Indicate elevation of construction. Include same information as corresponding photographic documentation.
- B. Digital Photographs: Submit image files within three days of taking photographs.
  - 1. Digital Camera: Minimum sensor resolution of eight megapixels.
  - 2. Format: Minimum 3200 X 2400 pixels, in unaltered original files, with same aspect ratio as the sensor, uncropped, date and time stamped, in folder named by date of photograph, accompanied by key plan file.
  - 3. Identification: Provide the following information with each image description in file metadata tag:
    - a. Name of Project.
    - b. Name and contact information for photographer.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Date photograph was taken.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation of construction.
    - g. Unique sequential identifier keyed to accompanying key plan.

- C. Video Recordings: Submit video recordings within seven days of recording.
1. Submit video recordings in digital video disc format acceptable to Engineer.
  2. Identification: With each submittal, provide the following information:
    - a. Name of Project.
    - b. Name and address of photographer.
    - c. Name of Engineer.
    - d. Name of Contractor.
    - e. Date video recording was recorded.
    - f. Description of vantage point, indicating location, direction (by compass point), and elevation of construction.
    - g. Weather conditions at time of recording.
  3. Transcript: Prepared on 8-1/2-by-11-inch paper, punched and bound in heavy-duty, three-ring, vinyl-covered binders. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as corresponding video recording. Include name of Project and date of video recording on each page.

#### **1.4 Quality Assurance**

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

#### **1.5 Usage Rights**

- A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

### **PART 2 - PRODUCTS**

#### **2.1 Photographic Media**

- A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of eight megapixels, and at an image resolution of not less than 3200 X 2400 pixels.
- B. Digital Video Recordings: Provide high-resolution, digital video disc in format acceptable to Engineer.

### **PART 3 - EXECUTION**

#### **3.1 Construction Photographs**

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
1. Maintain key plan with each set of construction photographs that identifies each photographic location.

- B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
  - 1. Date and Time: Include date and time in file name for each image.
  - 2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Engineer.
  
- C. Preconstruction Photographs: Before commencement of excavation, commencement of demolition, starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer.
  - 1. Flag construction limits before taking construction photographs.
  - 2. Take a minimum of 20 photographs to show existing conditions adjacent to property before starting the Work.
  - 3. Take a minimum of 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.
  - 4. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.
  
- D. Periodic Construction Photographs: Take a minimum of 20 photographs coinciding weekly with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
  
- E. Final Completion Construction Photographs: Take a minimum of 20 color photographs after date of Substantial Completion for submission as project record documents. Engineer will inform photographer of desired vantage points.
  - 1. Do not include date stamp.
  
- F. Additional Photographs: Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by Change Order and are not included in the Contract Sum or in the allowance for construction photographs.
  - 1. Three days' notice will be given, where feasible.
  - 2. In emergency situations, take additional photographs within 24 hours of request.
  - 3. Circumstances that could require additional photographs include, but are not limited to, the following:
    - a. Special events planned at Project site.
    - b. Immediate follow-up when on-site events result in construction damage or losses.
    - c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
    - d. Substantial Completion of a major phase or component of the Work.
    - e. Extra record photographs at time of final acceptance.
    - f. Owner's request for special publicity photographs.

### **3.2 Construction Video Recordings**

- A. Video Recording Photographer: Engage a qualified videographer to record construction video recordings.
- B. Recording: Mount camera on tripod before starting recording unless otherwise necessary to show area of construction. Display continuous running time and date. At start of each video recording, record weather conditions from local newspaper or television and the actual temperature reading at Project site.
- C. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation of construction.
  - 1. Confirm date and time at beginning and end of recording.
  - 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- D. Transcript: Provide a typewritten transcript of the narration. Display images and running time captured from video recording opposite the corresponding narration segment.
- E. Preconstruction Video Recording: Before starting demolition, excavation, or construction, record video recording of Project site and surrounding properties from different vantage points, as directed by Engineer.
  - 1. Flag construction limits before recording construction video recordings.
  - 2. Show existing conditions adjacent to Project site before starting the Work.
  - 3. Show existing buildings either on or adjoining Project site to accurately record physical conditions at the start of excavation, demolition, and construction.
  - 4. Show protection efforts by Contractor.

### **PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

### **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

## SECTION 01330 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 Related Documents

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

#### 1.2 Summary

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 01290 "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Section 01323 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.

#### 1.3 Definitions

- A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- D. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- E. Addresses: Include mailing address, telephone number, facsimile number, and e-mail address.

#### 1.4 Submittal Procedures

- A. General: Upon Contractor request, and at the sole discretion of the Engineer, electronic copies of CAD Drawings of the Contract Drawings may be provided to the Contractor for use in preparing submittals.
- B. Method of Transmitting Submittals: Electronic transmission of submittals, including a facsimile and e-mail process, will be permitted. Hard copies must also be transmitted as indicated.
- C. Clarity: Provide neat, clean and legible printed materials that can be easily reproduced by normal photocopying or blueprinting process. Illegible submittals will be returned without review.
- D. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal.
  - 1. Initial Review: Allow 21 days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  - 2. Concurrent Review: Where concurrent review of submittals by Engineer's consultants, Owner, or other parties is required, allow 30 days for initial review of each submittal.
  - 3. If intermediate submittal is necessary, process it in same manner as initial submittal.
  - 4. Allow 21 calendar days for processing each resubmittal.
  - 5. No extension of the Contract Time or claims for delay will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- F. Identification: Place a permanent label or title block on each submittal for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer.
  - 3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name and address of Contractor.

- e. Name and address of subcontractor.
  - f. Name and address of supplier including name and telephone number of contact.
  - g. Name of manufacturer including name and telephone number of contact.
  - h. Unique identifier, including revision number.
  - i. Number and title of appropriate Specification Section.
  - j. Drawing number and detail references, as appropriate.
  - k. Other necessary identification.
- G. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals. Provide list or narrative of deviations on Submittal Transmittal form.
- 1. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Engineer.
  - 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer will return submittals, without review, received from sources other than Contractor.
- 1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
  - 2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.
  - 3. Transmittal Form: Use sample form at end of Section.
- I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Engineer in connection with construction.

## 1.5 Quality Assurance

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" amended 2024, and issued supplements.



## PART 2 - PRODUCTS

### 2.1 Action Submittals

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Number of Copies: Submit one (1) copy of each submittal, unless otherwise indicated. Mark up and retain one returned copy as a Record Document.
    - a. Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Engineer will return submittal with options selected.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's written recommendations.
    - b. Manufacturer's product specifications.
    - c. Manufacturer's installation instructions.
    - d. Standard color charts.
    - e. Manufacturer's catalog cuts.
    - f. Wiring diagrams showing factory-installed wiring.
    - g. Printed performance curves.
    - h. Operational range diagrams.
    - i. Mill reports.
    - j. Standard product operating and maintenance manuals.
    - k. Compliance with recognized trade association standards.
    - l. Compliance with recognized testing agency standards.
    - m. Application of testing agency labels and seals.
    - n. Notation of coordination requirements.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - 1. Preparation: Include the following information, as applicable:
    - a. Dimensions.
    - b. Identification of products.
    - c. Fabrication and installation drawings.
    - d. Roughing-in and setting diagrams.

- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
  - f. Shopwork manufacturing instructions.
  - g. Templates and patterns.
  - h. Schedules.
  - i. Design calculations.
  - j. Compliance with specified standards.
  - k. Notation of coordination requirements.
  - l. Notation of dimensions established by field measurement.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 24 by 36 inches.
- D. Samples: Prepare physical units of materials or products, including the following:
1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Include cost and wearing capability of each color and pattern.
  2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
  3. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Engineer's sample where so indicated. Attach label on unexposed side that includes the following:
    - a. Generic description of Sample including type, quality or grade designation.
    - b. Product name or name of manufacturer.
    - c. Sample source.
    - d. Name of Project.
    - e. Name of Contractor or subcontractor.
  4. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
    - a. Size limitations.
    - b. Compliance with recognized standards.
    - c. Availability.
    - d. Delivery time.

5. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
  - a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least two (2) sets of paired units that show approximate limits of the variations.
  - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship; fabrication techniques; details of assembly, connections, operation and similar construction characteristics.
6. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
  - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
  - b. Samples not incorporated into the Work, or otherwise not designated as Owner's property, are the property of Contractor.
- E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location.
- F. Delegated-Design Submittal: Comply with requirements in Division 1 Section 01400 "Quality Requirements."
- G. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.

## **2.2 Informational Submittals**

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  1. Number of Copies: Submit one (1) copy of each submittal, unless otherwise indicated.
  2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  3. Test and Inspection Reports: Comply with requirements in Division 1 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of engineers and owners, and other information specified.

- C. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- E. Material or Product Certificates: Prepare written statements on manufacturer's letterhead certifying that material or product complies with requirements. Use attached sample Material Certificate, or provide certificate that includes the following information.
  - 1. Project to which material is consigned.
  - 2. Name of contractor receiving material.
  - 3. Item number and description of material.
  - 4. Quantity of material represented by the certificate.
  - 5. Means of identifying consignment including label, marking, or lot number.
  - 6. Preparation of substrates.
  - 7. Required substrate tolerances.
  - 8. Sequence of installation or erection.
  - 9. Required installation tolerances.
  - 10. Required adjustments.
  - 11. Recommendations for cleaning and protection.
- F. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
  - 1. Name, address, and telephone number of factory-authorized service representative making report.
  - 2. Statement on condition of substrates and their acceptability for installation of product.
  - 3. Statement that products at Project site comply with requirements.
  - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  - 6. Statement whether conditions, products, and installation will affect warranty.
  - 7. Other required items indicated in individual Specification Sections.
- G. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

### **PART 3 - EXECUTION**

#### **3.1 Contractor's Review**

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark each copy of each submittal with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform approval stamp.
- C. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents. See attached Submittal Transmittal for sample of statement.

#### **3.2 Engineer's Action**

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and submittal transmittal and will return them without action.
  - 1. Engineer may elect not to review partial or incomplete submittals and will return such submittals with no action taken.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
  - 1. Furnish as Submitted: Submittal appears to conform to Contract Documents and Contractor may proceed with ordering and installation.
  - 2. Furnish as Noted: Same as "Furnish as Submitted" except that the Contractor must comply with modifications or notes added to the submittal by the Engineer.
  - 3. Rejected: Submittal must be revised and resubmitted.
- C. Informational Submittals: Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

### **PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

### **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

**FUSS & O'NEILL, INC.**  
**20150951.C30**  
**2/2025**

**PINE STREET NORTH GREEN INFRASTRUCTURE &  
PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS, RI**

To: Fuss & O'Neill, Inc.  
317 Iron Horse Way; Suite 204  
Providence, RI 02908  
ATTN: Sean Arruda

From:

PROJECT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SUBMITTAL NO.: \_\_\_\_\_  
(List Section No., Article No., Par-  
agraph)  
\_\_\_\_\_  
(Revision: 1st, 2nd, 3rd, etc.)

Transmitted herewith for review and comment are the following:

<u>Copies</u>	<u>Dwg.</u>	<u>No.</u>	<u>Description</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**MANUFACTURER / SUPPLIER**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_ Facsimile No.: \_\_\_\_\_  
For Additional Information, Contact \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

I hereby certify that I have carefully examined the enclosed submittal and have determined and verified all field measurements, construction criteria, materials, catalog numbers and similar data, coordinated the submittal with other submissions and the work of other trades and contractors, and that to the best of my knowledge and belief, the enclosed submittal is in full compliance with the Contract Documents, except for the following deviations:

BY:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

-- SAMPLE --

MATERIALS CERTIFICATE

-- SAMPLE --

(Submit on Manufacturer's letterhead)

Date: \_\_\_\_\_

WE HEREBY CERTIFY THAT \_\_\_\_\_  
(Description, Kind of Material, Product Name, Model No.)

FURNISHED TO \_\_\_\_\_  
(Name of Contractor) (Prime or Subcontractor)

FOR USE ON \_\_\_\_\_  
(Project Name)

OWNER \_\_\_\_\_  
(Project Owner)

IDENTIFIED BY: \_\_\_\_\_  
(Label, Marking, Seal No., Consignment, or Waybill No.)

SHIPPED VIA: \_\_\_\_\_  
(Method of Shipment, Car No., Truck No.)

SHIPPED ON: \_\_\_\_\_ DELIVERED ON: \_\_\_\_\_

MEETS THE REQUIREMENTS OF THE CONTRACT DOCUMENTS FOR THE SUBJECT PROJECT IN ALL RESPECTS. PROCESSING, PRODUCT TESTING AND INSPECTION CONTROL OF RAW MATERIALS ARE IN CONFORMANCE WITH APPLICABLE SPECIFICATIONS, DRAWINGS AND STANDARDS OF ARTICLES FURNISHED. ARTICLES FURNISHED COMPLY WITH THE FOLLOWING STANDARD SPECIFICATIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All records and documents pertinent to this certificate and not submitted herewith will be maintained available by the undersigned for a period of not less than 3 years from the date of this certificate.

\_\_\_\_\_  
(Name of Manufacturer)

\_\_\_\_\_  
(Authorized Representative's Signature)

\_\_\_\_\_  
(Title)

## SECTION 01400 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

#### 1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing Laboratory shall mean the same as testing agency.

#### 1.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

#### 1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.



- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
1. Specification Section number and title.
  2. Description of test and inspection.
  3. Identification of applicable standards.
  4. Identification of test and inspection methods.
  5. Number of tests and inspections required.
  6. Time schedule or time span for tests and inspections.
  7. Entity responsible for performing tests and inspections.
  8. Requirements for obtaining samples.
  9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports that include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## **1.5 QUALITY ASSURANCE**

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, which are similar to those indicated for this Project in material, design, and extent.
- F. Professional Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing surveying services of the kind indicated.

## **1.6 QUALITY CONTROL**

- A. Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Engage a qualified testing agency to perform these quality-control services.
  - 2. Notify testing agencies and Engineer at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for

construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

- D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections, at site or at source of products, including storage and curing of test samples.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

## **PART 2 - PRODUCTS (Not used)**

## **PART 3 - EXECUTION**

### **3.1 REPAIR AND PROTECTION**

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Repair items of work where testing indicates that the work does not meet requirements specified herein and retest at no cost to the Owner.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

**PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

**PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

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## SECTION 01410 – TESTING LABORATORY SERVICES

### PART 1 - GENERAL

#### 1.1 Summary

- A. This Section consists of requirements for the services of Independent Testing Laboratories to perform specified testing of work and materials at the Project site or at point of manufacture.

#### 1.2 Requirements

- A. The Contractor shall pay all charges of the Testing Laboratory. Employment of Testing Laboratory shall in no way relieve Contractor of his obligation to perform work in accordance with Contract.
- B. The Contractor will select and employ an Independent Testing Laboratory, approved by the Engineer and holding current certification with the State of Rhode Island, prior to the commencement of the Work, to perform soil testing services as well as other field testing services required by the Contract Documents. Laboratories shall also meet qualifications listed in Division 2 Sections for the types of testing to be conducted.

#### 1.3 Submittals

- A. Contractor shall submit for Engineer's approval the name and qualifications of the Independent Testing Laboratory prior to the commencement of work.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 Laboratory Duties

- A. Demonstrate expertise in providing services as specified in the Contract Documents.
- B. Test the samples submitted by Contractor.
- C. Cooperate with Owner and Contractors; provide qualified personnel promptly on notice. Perform specified inspections, sampling and testing of materials and methods of construction; ascertain compliance with requirements of Contract Documents.
- D. The Testing Laboratory shall perform specified inspections, sampling, testing of materials and methods of construction as described in the Contract Documents.

- E. The Testing Laboratory shall promptly notify the Engineer of observed irregularities or deficiencies of work or products and shall perform additional testing as required. The Testing Laboratory shall promptly submit two (2) copies of written reports for each test and inspection to the Engineer and one copy to the Contractor. Each report shall include:
  - 1. Date issued.
  - 2. Project title and number.
  - 3. Testing laboratory name, address, and telephone number.
  - 4. Name and signature of field and/or laboratory inspector.
  - 5. Date, time, and location of sampling or inspection.
  - 6. Record of temperature and weather conditions.
  - 7. Date of test.
  - 8. Identification of products and Specification Section.
  - 9. Location of sample or test in the Project. Sample locations shall be shown on site plan sketch.
  - 10. Type of inspection or test.
  - 11. Results of test and compliance with Contract Documents.
  - 12. Interpretation of test results.
  
- F. The Testing Laboratory shall not be authorized to release, revoke, alter or enlarge upon any requirements of the Contract Documents and Laboratory shall not approve or accept any portion of the Work that does not conform to these Specifications.
  
- G. Laboratory may not assume any duties of the Contractor; and the Laboratory has no authority to stop work.

### **3.2 Contractor's Responsibility**

- A. Cooperate with Laboratory personnel and provide access to work and facilitate the execution of the Laboratory's required services.
  
- B. Provide to Laboratory representative samples of materials to be tested in required quantities.
  
- C. Furnish labor and facilities to provide access to work to be tested, to obtain and handle samples at the site, and to facilitate inspections and tests.
  
- D. Notify Laboratory sufficiently in advance of operations to allow for its assignment of personnel and schedule of tests.
  
- E. Arrange with Laboratory, and pay for, any additional samples and testing required for Contractor's convenience.
  
- F. Arrange with Laboratory, and pay for, any additional inspections, sampling and testing required when initial tests indicate that work does not comply with Contract Documents.

- G. Arrange for and conduct any inspections required by State and/or local building, fire protection, safety, health or environmental officials.
- H. Testing shall be provided by the Contractor; the Contractor will supply any laborers and equipment necessary for performing the testing at no additional cost. This work may include, but is not limited to providing materials and samples and revising or repairing work to meet the intent of the plans and specifications. The Contractor is also responsible for any costs associated with conformance testing performed by an Independent Laboratory.

#### **PART 4 - MEASUREMENT AND PAYMENT**

##### **4.1 Measurement**

- A. This work will not be measured for payment.

##### **4.2 Payment**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**



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## SECTION 01420 - REFERENCES

### PART 1 - GENERAL

#### 1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Engineer's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Engineer. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- G. "Experienced": When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- H. "Project Site": Space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- I. "Standard Specifications" shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" amended 2024, and issued supplements.

#### 1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.
- C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
- E. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0800
ANSI Z260.1	Nursery Stock, latest edition, published by the American Association of Nurserymen, Inc. (AAN).	
CFR	Code of Federal Regulations Available from Government Printing Office http://www.gpoaccess.gov/cfr/index.html	(866)-512-1800 (202) 512-1800
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station http://www.erdc.usace.army.mil/	(601) 634-2505
DEC	Rhode Island Department of Environmental Management Residential Direct Exposure Criteria according to the most recent <i>Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases</i> .	(401) 222-6800
DOD	Department of Defense Specifications and Standards Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	(215) 697-6257

FED-STD	Federal Standard (See FS)	
FS	Federal Specification Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	(215) 697-6257
	Available from General Services Administration www.fss.gsa.gov/pub/fed-specs.cfm	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MILSPEC	Military Specification and Standards Available from Defense Automated Printing Service www.astimage.daps.dla.mil/online	(215) 697-6257
RCRA	Resource Conservation Recovery Act	
SPN	“Standardized Plant Names,” latest edition, by the American Joint Committee on Horticultural Nomenclature.	
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0800

### **1.3 ABBREVIATIONS AND ACRONYMS**

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."
- B. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202

AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AAN	American Association of Nurserymen (See ANLA)	
AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHA	American Hardboard Association <a href="http://domensino.com/AHA/default.htm">http://domensino.com/AHA/default.htm</a>	(847) 934-8800
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction	(312) 670-2400

AISI	<a href="http://www.aisc.org">www.aisc.org</a> American Iron and Steel Institute <a href="http://www.steel.org">www.steel.org</a>	(202) 452-7100
AITC	American Institute of Timber Construction <a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a>	(303) 792-9559
ALCA	Associated Landscape Contractors of America <a href="http://www.alca.org">www.alca.org</a>	(800) 395-2522
ALSC	American Lumber Standard Committee <a href="http://www.alsc.org/">http://www.alsc.org/</a>	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. <a href="http://www.amca.org">www.amca.org</a>	(847) 394-0150
ANLA	American Nursery & Landscape Association (Formerly: AAN - American Association of Nurserymen) <a href="http://www.anla.org">www.anla.org</a>	(202) 789-2900
ANSI	American National Standards Institute <a href="http://www.ansi.org">www.ansi.org</a>	(202) 293-8020
AOAC	Association of Official Agricultural Chemists	(800) 379-2622
AOSA	Association of Official Seed Analysts <a href="http://www.aosaseed.com">www.aosaseed.com</a>	(607) 256-3313
APA	APA - The Engineered Wood Association <a href="http://www.apawood.org">www.apawood.org</a>	(253) 565-6600
APA	Architectural Precast Association <a href="http://www.archprecast.org">www.archprecast.org</a>	(941) 454-6989
API	American Petroleum Institute <a href="http://www.api.org">www.api.org</a>	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute <a href="http://www.ari.org">www.ari.org</a>	(703) 524-8800
ASCA	Architectural Spray Coaters Association	(609) 848-6120
ASCE	American Society of Civil Engineers <a href="http://www.asce.org">www.asce.org</a>	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers <a href="http://www.ashrae.org">www.ashrae.org</a>	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International)	(800) 843-2763 (202) 785-3756

	<a href="http://www.asme.org">www.asme.org</a>	
ASSE	American Society of Sanitary Engineering <a href="http://www.asse-plumbing.org">www.asse-plumbing.org</a>	(440) 835-3040
ASTM	ASTM International (American Society for Testing and Materials International) <a href="http://www.astm.org">www.astm.org</a>	(610) 832-9500
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) <a href="http://www.awci.org">www.awci.org</a>	(703) 538-1600
AWCMA	American Window Covering Manufacturers Association (See WCMA)	
AWI	Architectural Woodwork Institute <a href="http://www.awinet.org">www.awinet.org</a>	(571) 323-3636
AWPA	American Wood-Preservers' Association <a href="http://www.awpa.com">www.awpa.com</a>	(205) 733-4077
AWS	American Welding Society <a href="http://www.aws.org">www.aws.org</a>	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association <a href="http://www.awwa.org">www.awwa.org</a>	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association <a href="http://www.buildershardware.com">www.buildershardware.com</a>	(212) 297-2122
BIA	Brick Industry Association (The) <a href="http://www.bia.org">www.bia.org</a>	(703) 620-0010
CLFMI	Chain Link Fence Manufacturers Institute <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>	(301) 596-2583
CPPA	Corrugated Polyethylene Pipe Association (A part of the Plastic Pipes Institute) <a href="http://plasticpipe.org/drainage/index.html">http://plasticpipe.org/drainage/index.html</a>	(469) 499-1044
CRSI	Concrete Reinforcing Steel Institute <a href="http://www.crsi.org">www.crsi.org</a>	(847) 517-1200
CSI	Construction Specifications Institute (The) <a href="http://www.csinet.org">www.csinet.org</a>	(800) 689-2900 (703) 684-0300
FM	Factory Mutual System (See FMG)	
FMG	FM Global	(401) 275-3000

(Formerly: FM - Factory Mutual System)  
[www.fmglobal.com](http://www.fmglobal.com)

GRI	Geosynthetic Research Institute	(610) 522-8440
NECA	National Electrical Contractors Association <a href="http://www.necanet.org">www.necanet.org</a>	(301) 657-3110
NEMA	National Electrical Manufacturers Association <a href="http://www.nema.org">www.nema.org</a>	(703) 841-3200
NFPA	National Fire Protection Association <a href="http://www.nfpa.org">www.nfpa.org</a>	(800) 344-3555 (617) 770-3000
NRMCA	National Ready Mixed Concrete Association <a href="http://www.nrmca.org">www.nrmca.org</a>	(888) 846-7622 (301) 587-1400
PCI	Precast/Prestressed Concrete Institute <a href="http://www.pci.org">www.pci.org</a>	(312) 786-0300
RFCI	Resilient Floor Covering Institute <a href="http://www.rfci.com">www.rfci.com</a>	(706) 882-3833
RIS	Redwood Inspection Service <a href="http://www.redwoodinspection.com/">http://www.redwoodinspection.com/</a>	(925) 935-1499
SAE	SAE International <a href="http://www.sae.org">www.sae.org</a>	(724) 776-4841
SSPC	SSPC: The Society for Protective Coatings <a href="http://www.sspc.org">www.sspc.org</a>	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute <a href="http://www.steeltank.com">www.steeltank.com</a>	(847) 438-8265
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance <a href="http://www.tiaonline.org">www.tiaonline.org</a>	(703) 907-7700
TPI	Truss Plate Institute <a href="http://www.tpinst.org/">http://www.tpinst.org/</a>	(703) 683-1010
TPI	Turfgrass Producers International <a href="http://www.turfgrassod.org">www.turfgrassod.org</a>	
UL	Underwriters Laboratories Inc. <a href="http://www.ul.com">www.ul.com</a>	(877) 854-3577
UNI	Uni-Bell PVC Pipe Association <a href="http://www.uni-bell.org">www.uni-bell.org</a>	(972) 243-3902
WCLIB	West Coast Lumber Inspection Bureau	(503) 639-0651



[www.wclib.org](http://www.wclib.org)

WWPA Western Wood Products Association (503) 224-3930  
[www.wwpa.org](http://www.wwpa.org)

C. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

BOCA BOCA International, Inc. (888) 422-7233  
<http://www.iccsafe.org/help/redirect-bocai.html>

CABO Council of American Building Officials  
(See ICC)

IAPMO International Association of Plumbing and Mechanical Officials (The) (909) 472-4100  
[www.iapmo.org](http://www.iapmo.org)

ICBO International Conference of Building Officials (888) 422-7233  
<http://www.iccsafe.org/>

ICC International Code Council, Inc. (888) 422-7233  
(Formerly: CABO - Council of American Building Officials)  
<http://www.iccsafe.org/>

SBCCI Southern Building Code Congress International, Inc. (888) 422-7233  
<http://www.iccsafe.org/>

D. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

EPA Environmental Protection Agency (202) 272-0167  
[www.epa.gov](http://www.epa.gov)

GSA General Services Administration (877) 472-3779  
[www.gsa.gov](http://www.gsa.gov)

HUD Department of Housing and Urban Development (202) 708-1112  
[www.hud.gov](http://www.hud.gov)

NCHRP National Cooperative Highway Research Program  
(See TRB)

OSHA Occupational Safety & Health Administration (800) 321-6742  
[www.osha.gov](http://www.osha.gov)

RUS Rural Utilities Service (202) 720-9540  
(See USDA)

TRB Transportation Research Board (202) 334-2934

USDA      [www.nas.edu/trb](http://www.nas.edu/trb)  
Department of Agriculture      (202) 720-2791  
[www.usda.gov](http://www.usda.gov)

USPS      Postal Service      (202) 268-2000  
[www.usps.com](http://www.usps.com)

E. State Government Agencies and Universities: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web-site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CRMC      Coastal Resources Management Council      (401) 783-3370  
[www.crmc.state.ri.us/](http://www.crmc.state.ri.us/)

RIDEM      Rhode Island Department of Environmental Management      (401) 222-6800  
[www.dem.ri.gov/](http://www.dem.ri.gov/)      (401) 222-3070

RIDOT      Rhode Island Department of Transportation      (401) 222-2481  
[www.dot.state.ri.us/](http://www.dot.state.ri.us/)

UMASS      University of Massachusetts      (413) 545-0111  
UMASS Extension (Amherst)  
[www.umass.edu/](http://www.umass.edu/)

UNHSC      University of New Hampshire Stormwater Center  
<http://www.unh.edu/erg/cstev/>

URI      University of Rhode Island      (401) 874-1000  
[www.uri.edu](http://www.uri.edu)

## **PART 2 - PRODUCTS (Not Used)**

## **PART 3 - EXECUTION (Not Used)**

## **PART 4 - MEASUREMENT AND PAYMENT**

A. This work will not be measured for payment.

## **PART 5 - PAYMENT**

A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

## **END OF SECTION**

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## **SECTION 01500 - MOBILIZATION**

### **PART 1 - GENERAL**

#### **1.1 Summary**

- A. This Section includes work necessary for the movement of personnel and equipment to and from the Project site.

#### **1.2 Submittals**

- A. Not used.

#### **1.3 Quality Assurance**

- A. Not used.

### **PART 2 – PRODUCTS (Not used)**

### **PART 3 - EXECUTION**

#### **3.1 Safety**

- A. The Contractor shall comply with all requirements of the most recent version of the Occupational Safety and Health Act (OSHA).
- B. When any support system is used that requires design by an engineer, copies of the design stamped by a Professional Engineer registered in the State of Rhode Island shall be submitted to the Engineer.
- C. The Contractor has full responsibility to comply with all provisions of the State of Rhode Island Public General Statutes concerning Occupational Safety and Health. Any fines levied against the Contractor for violations shall be the Contractor's responsibility.

#### **3.2 Protection**

- A. The Contractor shall assume full responsibility for the protection of all public or private buildings, structures and utilities within and immediately adjacent to the streets and roadway rights-of-way, gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables, and any other improvements whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from damage of every description and any such damage thereto shall be repaired or otherwise made good by the Contractor, at his expense, in a manner acceptable to the Engineer.

- B. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at the Contractor's own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer.

**PART 4 - MEASUREMENT**

- A. This work will not be measured for payment.

**PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

**SECTION 01510 - TEMPORARY FACILITIES AND CONTROLS**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.
- B. Temporary utilities include, but are not limited to, the following:
  - 1. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
  - 2. Electric power service.
  - 3. Telephone/internet service.
- C. Support facilities include, but are not limited to, the following:
  - 1. Temporary paving.
  - 2. Dewatering facilities and drains.
  - 3. Waste disposal facilities.
- D. Security and protection facilities include, but are not limited to, the following:
  - 1. First Aid.
  - 2. Environmental protection.
  - 3. Stormwater control.
  - 4. Barricades, warning signs, and lights.
- E. Project Signage.

**1.2 USE CHARGES**

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Work. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:
  - 1. Owner.
  - 2. Engineer.
  - 3. Testing agencies.
  - 4. Personnel of authorities having jurisdiction.
- B. Sewage disposal service, potable water service, electric power service, telephone service, and internet service shall be paid by the Contractor, whether metered or otherwise, for all services used by entities engaged in construction activities at the Project site.

### **1.3 QUALITY ASSURANCE**

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
  - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Comply with all applicable code, laws and regulations.
- D. Where Standard Specifications is used it shall mean "State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024" and as supplemented.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Water: Potable.

### **2.2 EQUIPMENT**

- A. General: Provide equipment suitable for use intended.
- B. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
  - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- C. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material for the exclusive use of the Engineer.
- D. Project Sign
  - 1. The Contractor shall be required to erect and maintain one project identification sign as indicated on the Contract Drawings.
  - 2. All materials shall meet the requirements shown on the Drawings and comply with State of Rhode Island and Department of Environmental Management requirements.

### **3.1 INSTALLATION, GENERAL**

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Temporary facilities and controls shall be installed on-site within seven calendar days of commencement of work on the site, unless special conditions on-site prevent such installation in which case installation shall be complete as quickly as practical.
- C. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### **3.2 TEMPORARY UTILITY INSTALLATION**

- A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.
  - 1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.
  - 2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy.
- B. Electric Power Service: If needed, provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.
  - 1. Install power distribution wiring overhead and rise vertically where least exposed to damage.

### **3.3 SUPPORT FACILITIES INSTALLATION**

- A. General: Comply with the following:
  - 1. Locate storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
  - 2. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion.
  - 3. Temporary construction and staging areas shall be limited to City property within the limit of disturbance immediately adjacent to construction activities unless the City agrees to allow the Contractor use of an off-site property owned by the City within the vicinity of proposed construction.
- B. Dewatering Facilities and Drains: Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.



2. Although groundwater is not anticipated to be encountered, utilize dewatering pumps set within crushed stone sumps when groundwater is encountered during trench or bioretention planter excavations prior to discharge to existing CSO system.
  3. Remove snow and ice as required to minimize accumulations.
- C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste.
1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.
  2. Develop a waste management plan for Work performed on Project. Indicate types of waste materials Project will produce and estimate quantities of each type. Provide detailed information for on-site waste storage and separation of recyclable materials. Provide information on destination of each type of waste material and means to be used to dispose of all waste materials.
- D. Janitorial Services: Provide janitorial services on a weekly basis for toilets, wash facilities, and similar areas.

### **3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. Contractor is responsible for security of the project site.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise.
- C. Stormwater Control: Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains.
- D. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

### **3.5 PROJECT SIGN INSTALLATION**

- A. Coordinate location for project sign with Owner.
- B. Install and maintain sign as shown on Drawings in accordance with State of Rhode Island and Department of Environmental Requirements in a manner that the sign is functional and readable as new throughout construction.
- C. Remove and properly dispose sign after substantial completion.

### **3.6 OPERATION, TERMINATION, AND REMOVAL**

- A. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
  - 1. Materials and facilities that constitute temporary facilities are the property of the Contractor.
  - 2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section 01770 "Closeout Procedures."

### **PART 4 - MEASUREMENT**

- A. This work will not be measured for payment.

### **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

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## **SECTION 01550 - TRAFFIC CONTROL**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes operations necessary to maintain vehicular and pedestrian traffic flow on public and private access ways and roads.
- B. Traffic controls include, but are not limited to, the following as indicated on the Contract Drawings:
  - 1. Barricades, signs, flaggers, traffic persons, and temporary lighting to inform the general public of hazards during construction of the Work.
  - 2. Temporary bridging of trenches.
  - 3. Relocating and maintaining traffic control items.

#### **1.2 SUBMITTALS**

- A. Construction Phasing Plan: Prior to initial mobilization, the Contractor shall submit, to the Engineer, a Construction Phasing Plan that includes phased Temporary Traffic Control Plans for approval. The plans shall meet the following requirements in order to obtain approval:
  - 1. General:
    - a. Each traffic control setup shall meet minimum standards set forth in Contract Drawings and Part 6 of the Manual on Uniform Traffic Control Devices, latest edition with revisions.
    - b. Throughout the duration of construction, two-way vehicular access must be maintained along Pine Street and at its intersections. Flaggers and/or police shall be utilized to achieve this by closing one and controlling one-lane alternating traffic in accordance with the approved Traffic Management Plans.
      - 1) For a two-lane road, one-lane alternating traffic setup when the lane closure is less than 100 feet; the use of one flagger may be sufficient.
      - 2) For a two-lane road, one-lane alternating traffic setup when the lane closure is greater than 100 feet; the use of two flaggers at minimum is required. If a side-road intersection is within the section of roadway closed, a third flagger may be required.
      - 3) For work at Pine Street's intersections with Rand Street and Barton Street, a single lane intersection approach section is required as shown on the approved Traffic Management Plan. Traffic persons (local police) will be required at these intersections in addition to flaggers.
    - c. Full two-way vehicular access along Pine Street and access to driveways must be established at the end of each working day to minimize impacts to the adjacent property occupants.

- d. During construction, pedestrian traffic must also be diverted accordingly as reflected in the approved Traffic Management Plans. Provide additional signs as required by the Engineer and/or Owner that separates pedestrians from the Work.
  - e. If a momentary road closure is required for any reason, access to residences and businesses shall be maintained to the maximum extent possible. Approval of any momentary road closure must be approved in advance by Owner and Engineer.
  - f. Trenching shall be covered with steel plating during non-working hours.
- B. Notice to Police, Fire, and Residents: The Contractor shall notify the Pawtucket and Central Falls Police and Fire Departments (as applicable) and all affected residences and businesses, in writing, of alterations to roadway operations no less than three days prior to enacting such alterations. Correspondence must include:
- 1. Date(s) modification will be in effect.
  - 2. Description of work area, operation change, and/or parking restriction.
  - 3. Alternative route(s) to access residences/businesses, if necessary.
  - 4. Construction foreman name and field telephone number

### **1.3 DEFINITIONS**

- A. Traffic Persons
- 1. Local Police Officers: Uniformed, off-duty, local police officers. Contractor is responsible for coordinating for police detail if determined necessary.

### **1.4 QUALITY ASSURANCE**

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" amended 2024, and issued supplements.

## **PART 2 - PRODUCTS**

### **2.1 TRAFFIC CONTROL DEVICES**

- A. Traffic Drums: RIDOT Standard Specifications, Section 923.02.
- B. Traffic Cones: RIDOT Standard Specifications, Section 923.02.
- C. Construction Barricades: RIDOT Standard Specifications, Section 923.02.
- D. Temporary Construction Signs: RIDOT Standard Specifications, Section 922.02.

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION, GENERAL**

- A. Traffic control shall be implemented as indicated on the Traffic Management Plan in the Contract Drawings. The Contractor shall phase the sidewalk/streetscape improvements and full-depth reconstruction of the roadway to facilitate alternating two-way traffic at all times during the construction period. The Contractor shall confirm its approach to achieve this on its Construction Phasing Plan submittal.
- B. Do not install temporary traffic controls without prior approval of local authorities.
- C. Coordinate with City Police to provide details as required for the proper directing and control of traffic during the Work proposed at the approaches of the Rand and Barton Street intersections. The Contractor shall be responsible for scheduling details.

#### **3.2 TRAFFIC CONTROL DEVICES**

- A. Furnish, erect, maintain, move and dismantle barricades, warning signs, lights, and traffic control items as necessary, to protect the Work, to provide for public safety, as required by the Engineer, and in accordance with the requirements of Section 937.03 of the RIDOT Standard Specifications, the Traffic Management Plans included in the Contract Drawings, and the approved Construction Phasing Plan.
- B. Furnish, erect, maintain, move and dismantle temporary trench bridging for vehicular and pedestrian traffic across trenches. Prevent slippery surface conditions resulting from construction operations.
- C. Traffic Drums: Place traffic drums in accordance with Section 923.03 of the RIDOT Standard Specifications.
- D. Traffic Cones: Provide traffic cones in sufficient number to adequately control traffic on roadways during construction and in accordance with Section 923.03 of the RIDOT Standard Specifications.
- E. Construction Barricades: Install in accordance with Section 923.03 of the RIDOT Standard Specifications.
- F. Temporary Construction Signs: Install in accordance with Section 922.03 of the RIDOT Standard Specifications.

#### **3.3 TRAFFIC CONTROL OFFICERS**

- A. Comply with local authorities and State policies regarding the services of traffic persons for construction projects including requirements for canceling scheduled traffic persons.

### **PART 4 - METHOD OF MEASUREMENT**

- A. This work will not be measured for payment.

**FUSS & O'NEILL, INC.**  
**20150951.C30**  
**2/2025**

**PINE STREET NORTH GREEN INFRASTRUCTURE &  
PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS, RI**

**PART 5 - BASIS OF PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

## SECTION 01600 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 Summary

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products *or equal*.

#### 1.2 Definitions

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
  3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

#### 1.3 Action Submittals

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  2. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Section 01330 "Submittal Procedures."
    - b. Use product specified if Engineer does not issue a decision on use of a comparable product request within time allocated.



#### 1.4 Quality Assurance

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

#### 1.5 Product Delivery, Storage, And Handling

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
  - 1. Store products to allow for inspection and measurement of quantity or counting of units.
  - 2. Store materials in a manner that will not endanger Project structure.
  - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
  - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
  - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
  - 6. Protect stored products from damage and liquids from freezing.
  - 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

#### 1.6 Product Warranties

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
  - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.

2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
  3. See other Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Section 017700 "Closeout Procedures."

## **PART 2 - PRODUCTS**

### **2.1 Product Selection Procedures**

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  4. Where products are accompanied by the term "as selected," Engineer will make selection.
  5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements.

- Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
- b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
4. Manufacturers:
- a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
  - b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- C. Visual Matching Specification: Where Specifications require "match Engineer's sample", provide a product that complies with requirements and matches Engineer's sample. Engineer's decision will be final on whether a proposed product matches.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Engineer from manufacturer's full range" or similar phrase, select a product that complies with requirements. Engineer will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

## 2.2 Comparable Products

- A. Conditions for Consideration: Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Engineer may return requests without action, except to record noncompliance with these requirements:
1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  3. Evidence that proposed product provides specified warranty.
  4. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners, if requested.
  5. Samples, if requested.

**PART 3 - EXECUTION (Not Used)**

**PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

**PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

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## **SECTION 01700 - EXECUTION REQUIREMENTS**

### **PART 1 - GENERAL**

#### **1.1 SUMMARY**

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. General installation of products.
  - 4. Progress cleaning.
  - 5. Starting and adjusting.
  - 6. Protection of installed construction.
  - 7. Correction of the Work.
- B. Certificates: Submit certificate signed by land surveyor or professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit 2 copies stamped by a professional land surveyor.

#### **1.2 QUALITY ASSURANCE**

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in the jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

### **PART 2 - PRODUCTS (Not used)**

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Existing Conditions: The existence and location of site improvements and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of improvements and other structures.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site Work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
  - a. Description of the work.
  - b. List of detrimental conditions, including substrates.
  - c. List of unacceptable installation tolerances.
  - d. Recommended corrections.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

### **3.2 PREPARATION**

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

### **3.3 CONSTRUCTION LAYOUT**

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Contract Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer prior to proceeding with the Work.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  1. Establish benchmarks and control points to set lines, grades, and proposed improvements as needed to locate each element of Project.
  2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  3. Check the location, level and plumb, of every major element as the Work progresses.
  4. Notify Engineer when deviations from required grades, lines, and levels exceed allowable tolerances.
  5. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Land surveyor shall also locate and lay out site improvements horizontally and vertically in advance of construction. This is critical since proposed grading will need to match existing grades at the project's limit of disturbance.

1. Notify Engineer in advance when proposed grading as indicated on the Contract Drawings will conflict with adjoining (existing) walkway grades/elevations, doorway openings and elevations, garage door openings and elevations, or other existing features along or immediately adjoining the project's limit of disturbance.
- D. Check the location, level and plumb, of every major element as the Work progresses and notify Engineer when deviations from required grades, lines, and levels exceed allowable tolerances.
- E. Structure Lines and Levels: Locate and lay out control lines and levels for structures. Transfer survey markings and elevations for use with control lines and levels.
- F. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

### **3.4 FIELD ENGINEERING**

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  1. Do not change or relocate existing benchmarks or control points without prior written approval of Owner. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
  2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
  1. Record benchmark locations, with horizontal and vertical data, on Record Documents.
  2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

### **3.5 INSTALLATION**

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
  1. Make vertical work plumb and make horizontal work level.
  2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturers' written instructions and recommendations for installing products in applications indicated.



- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Conduct construction operations and activities to minimize the creation and dispersion of dust. If the Engineer determines that water, calcium chloride, mulch and/or crushed stone is required for more effective dust control, provide such measures at no additional cost.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

### **3.6 PROGRESS CLEANING**

- A. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
- B. Maintain Project site free of waste materials and debris.
- C. Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work and use of the existing properties.
- D. Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.
  - 1. Thoroughly clean surfaces before applying paint or other finishing materials.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials into waterways will not be permitted.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

### **3.7 PROTECTION OF INSTALLED CONSTRUCTION**

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

### **3.8 CORRECTION OF THE WORK**

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

## **PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

## **PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

## **END OF SECTION**

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## SECTION 01770 - CLOSEOUT PROCEDURES

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Record Documents.
  - 3. Final cleaning.

#### 1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Complete startup testing of systems.
  - 3. Complete final cleaning requirements.
- B. Inspection: When the Work is ready for its intended use, submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for Final Completion.

#### 1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - 1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
  - 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will notify Contractor of construction that must be completed or corrected before final payment will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

#### **1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)**

A. Preparation: Submit one (1) electronic PDF copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

#### **1.5 RECORD DOCUMENTS**

A. General: Do not use Record Documents for construction purposes. Protect Record Documents from deterioration and loss. Provide access to Record Documents for Engineer's reference during normal working hours.

B. Prepare and submit Record Documents in accordance with Division 1 Section "Record Documents."

### **PART 2 - PRODUCTS (Not Applicable)**

### **PART 3 - EXECUTION**

#### **3.1 FINAL CLEANING**

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and federal, State, and local environmental and antipollution regulations.

B. Cleaning:

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
  - a. Clean areas disturbed by construction activities of rubbish, surplus soil, waste material, litter, and other foreign substances.
  - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
  - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
  - e. Remove debris from limited access spaces, including trenches, equipment vaults, manholes, and similar spaces.

- f. Leave Project clean and ready for occupancy.
  
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury stumps, debris or excess materials brought to the site on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
  
- D. If the Contractor fails to clean up, the Owner may do so and the cost thereof will be charged to the Contractor.

**PART 4 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

**PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

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## SECTION 01780 - RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Record Documents, including the following:
  - 1. Record Drawings.
  - 2. Record Product Data.
- B. Related Requirements:
  - 1. Section 01770 "Closeout Procedures" for general closeout procedures.

#### 1.2 CLOSEOUT SUBMITTALS

- A. Record/As-Built Drawings: Comply with the following:
  - 1. Number of Copies: Submit copies of record Drawings as follows:
    - a. Initial Submittal: Submit one (1) electronic PDF set of Marked-up Record Prints. Engineer will initial and date each and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return prints to confirm what additional information is required by Contractor (if necessary) and for organizing into sets, printing, binding, and final submittal. The purpose of this submittal is for the Engineer to indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
    - b. Final Submittal:
      - 1) Submit PDF electronic file(s) of Final Record/As-Built Prints.
      - 2) Per project funding requirements, the Final Record/As-Built Drawings must be stamped by a licensed professional engineer in the State of Rhode Island with written verification from the Engineer that the project was constructed in accordance with the approved design plans or approved field modifications.
- B. Record Product Data: Submit annotated PDF electronic files of each submittal.
- C. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.



## PART 2 - PRODUCTS

### 2.1 RECORD DRAWINGS

- A. Marked-up Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
    - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - b. Accurately record information in an acceptable drawing technique.
    - c. Record data as soon as possible after obtaining it.
    - d. Record and check the markup before enclosing concealed installations.
    - e. Cross-reference record prints to corresponding archive photographic documentation.
  2. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Locations and elevations of underground utilities and at-grade improvements.
    - d. Revisions to routing of piping and conduits.
    - e. Actual equipment locations.
    - f. Locations of concealed internal utilities.
    - g. Changes made by Change Order or Construction Change Directive.
    - h. Changes made following Engineer's written orders.
    - i. Details not on the original Contract Drawings.
    - j. Field records for variable and concealed conditions.
    - k. Record information on the Work that is shown only schematically.
  3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
  4. Mark initial submittal of record set with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
  5. Mark important additional information that was either shown schematically or omitted from original Drawings.
  6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Final Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.

2. Format: Annotated PDF electronic file.
  3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
  4. Refer instances of uncertainty to Engineer for resolution.
  5. Engineer will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
    - a. See Section 01330 "Submittal Procedures" for requirements related to use of Engineer's digital data files.
    - b. Engineer will provide data file layer information. Record markups in separate layers.
- C. Format: Identify and date each record drawing; include the designation "AS-BUILT DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
  2. Format: Annotated PDF electronic file[ with comment function enabled].
  3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
  4. Identification: As follows:
    - a. Project name.
    - b. Date.
    - c. Designation "AS-BUILT DRAWINGS."
    - d. Name of Engineer.
    - e. Name of Contractor.

## **2.2 RECORD PRODUCT DATA**

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
  3. Note related Change Orders, Marked-up Record Prints, and Product Data where applicable.

## **2.3 MISCELLANEOUS RECORD SUBMITTALS**

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

**PART 3 - EXECUTION**

**3.1 RECORDING AND MAINTENANCE**

- A. Recording: Maintain one copy of each submittal during the construction period for Record Document purposes. Post changes and modifications to Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Record Documents for Engineer's reference during normal working hours.

**PART 4 - MEASUREMENT**

- A. This work will not be measured for payment.

**PART 5 - PAYMENT**

- A. This work shall be paid for as part of the lump sum Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

## SECTION 02111 – SOIL MANAGEMENT

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, RIDOT Standard Specifications, and Division 1 Specification Sections, apply to this Section.
- B. Soil boring logs attached as Appendix I.

#### 1.2 Summary

- A. This Section includes the following requirements and guidelines:
  - 1. Protective measures required during excavation of soil.
  - 2. Excavating, hauling, staging and stockpiling of soil.
  - 3. Loading, transporting, and legally disposing off-site of soil that is designated for off-site disposal.
- B. If contradictions or discrepancies are evident between Contract Drawings and Specifications, implement the most stringent standard.
- C. Related Sections:
  - 1. Section 02230 “Site Clearing”
  - 2. Section 02300 “Earth Moving.”
  - 3. Section 02372 “Temporary Erosion and Sediment Control.”
  - 4. Appendix I – Soil Boring Logs

#### 1.3 References

- A. Occupational Safety & Health Administration
  - 1. 29 CFR 1910.120/1926.65: Safety and Health Regulations for Hazardous Waste Operations and Emergency Response.
- B. Regulations of State of Rhode Island
  - 1. RIDEM “Rules and Regulations for the Investigation and Remediation of Hazardous Material Releases” (Remediation Regulations).
- C. United States Environmental Protection Agency
  - 1. 40 CFR Parts 239 to 282: Resource Conservation and Recovery Act

#### **1.4 Abbreviations**

- A. HASP: Site Specific Health and Safety Plan
- B. OHM: Oil and/or hazardous materials
- C. OSHA: Occupational Safety & Health Administration
- D. R-DEC: Method 1 Residential Direct Exposure Criteria
- E. RCRA: Resource Conservation and Recovery Act
- F. RIDEM: Rhode Island Department of Environmental Management
- G. USEPA: United States Environmental Protection Agency

#### **1.5 Definitions**

- A. Clean Soil. Soil excavated with no visual or olfactory evidence of contamination, or with chemical analytical testing results at or below RIDEM Method 1 R-DEC.
- B. Contaminated Soil. Soil and materials that may be polluted, contaminated, or hazardous or are known or suspected soils that have contaminant concentrations at a level greater than the Method 1 R-DEC criteria but that do not meet the hazardous waste criteria. Contaminated Soil and materials are jurisdictional under the RIDEM Remediation Regulations.
- C. Hazardous Soil. Soil known to contain contaminants at characteristically hazardous concentrations. Soil with chemical or physical analytical testing results greater than the USEPA hazardous waste criteria as defined by 40 CFR Part 261.

#### **1.6 Submittals**

- A. Certification Letters
  - 1. Training: Certify that personnel engaged in site activities that involve handling of Contaminated Soil have appropriate training per OSHA 29 CFR 1910.120/1926.65.
- B. Qualification Data:
  - 1. Submit copies of current licenses, permits or approvals, as applicable
    - a. Proposed excavation contractor.
    - b. Proposed waste haulers.
    - c. Proposed Transportation Storage and Disposal Facilities.
- C. Disposal Records: For all soil designated for off-site disposal, submit records indicating receipt and acceptance by a facility licensed to accept the type of waste in question.
  - 1. Records must clearly indicate name of accepting facility, quantity of material accepted (e.g., tons of soil) and dates of acceptance.

2. Records must indicate that the disposal facility was provided with satisfactory waste characterization data.

D. For Information

1. Site Specific Health and Safety Plan (HASP)
  - a. Written by a Certified Industrial Hygienist or a Certified Industrial Planner.
  - b. Conform to OSHA 29 CFR 1910.120/1926.65.
  - c. Maintain on-site a copy of the HASP for review by Owner or other authorities having jurisdiction.
2. Material shipment records required by applicable Federal, State and local regulations.
3. Scale tickets for confirmation of payment.

### **1.7 Quality Assurance**

- A. Soil Management Contractor Qualifications: An experienced Contractor that has completed work similar in scope to that indicated for this Project.
- B. Testing Agency Qualifications: An independent testing agency, with the experience and capability to conduct environmental characterization sampling, and certified by the State of Rhode Island.
- C. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction," as amended in 2024 and issued supplements.

### **1.8 Delivery, Storage, And Handling**

- A. Provide equipment free of contamination upon delivery to the site. Equipment that has not been thoroughly decontaminated prior to site delivery, as determined by the Engineer, will be prohibited from entering the site.
  1. On-site cleaning of equipment that is not thoroughly decontaminated upon delivery to the site is prohibited.

### **1.9 Project Conditions**

- A. Keep contaminated equipment within designated contaminated work area. Decontaminate equipment each time it is removed from contaminated work area to another area on site.

## **PART 2 - PRODUCTS**

### **2.1 Materials**

- A. Plastic Sheet: Polyethylene sheeting, 6-mil minimum thickness, 10 feet minimum width.

- B. Shipping Drums: New DOT approved shipping drums complying with 49 CFR Part 173, labeled in accordance with 49 CFR Part 172, and compatible with liquid and semi-liquid contaminated materials present at the site.
- C. Vehicles for Transporting Impacted Material:
  - 1. Registered with RIDEM and meeting appropriate State and Federal Department of Transportation standards.

## **2.2 Dust Control**

- A. Water: Potable.
- B. Crushed Stone: See Section 02300 "Earth Moving" for gradation of crushed stone to be used for dust control applications.

## **PART 3 - EXECUTION**

### **3.1 General**

- A. Reuse excavated material wherever possible, unless other material is indicated on the Contract Drawings or specified or such material is determined to be contaminated. Stockpile suitable excavated material in an appropriate location for reuse on an ongoing basis until the project is complete
- B. Excavated material that cannot be utilized on-site will be designated for off-site disposal and must be properly characterized and disposed at a licensed facility.
- C. If material that demonstrates obvious signs of contamination is encountered (e.g. odor, sheen, free liquids, discoloration, etc.), work must immediately stop, and the Engineer shall be notified.
- D. Sweep paved areas daily.
- E. Prevent surface waters from pooling or accumulating in stockpile area.
  - 1. Prevent surface waters from entering excavated areas in accordance with Section 02300 "Earth Moving."
  - 2. The Contractor shall be responsible for managing any water which comes in contact with Contaminated Soil and prevent its release to the environment and minimize exposure.

### **3.2 Preparation**

- A. Install and maintain erosion and sedimentation controls in accordance with Section 02372 "Temporary Erosion and Sediment Control" to protect surrounding areas and associated waterways, utilities, pavements, and other facilities from contaminant migration or damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

### **3.3 Dust Control**

- A. Control dust and wind erosion. Control dust to prevent soil from becoming airborne and potentially affecting adjoining properties. Dust control measures may include (but are not limited to):
  - 1. Sprinkling or misting exposed soil surfaces with water.
  - 2. Uniformly applying calcium chloride on exposed soil and haul roads.
  - 3. Sweeping and washing paved areas.
  - 4. Crushed Stone: See Section 02300 "Earth Moving" for gradation of crushed stone to be used for dust control applications.
- B. Apply water uniformly over the surface when dust becomes visible or when directed by the Engineer.
  - 1. Apply calcium chloride, with prior approval of the Engineer, only if water alone does not satisfactorily control dust generation.
- C. Cover soil stockpile when not actively working in the area.

### **3.4 Decontamination Procedures**

- A. When handling soil, follow the requirements of OSHA 29 CFR 1910.120/1926.65 and the site HASP.
  - 1. At a minimum, employ personnel decontamination work practices that limit the spread of contaminants, including the following:
    - a. Use disposable protective clothing
    - b. Practice and implement proper personal hygiene practices including
      - 1) No smoking within the work area
      - 2) Washing of exposed skin areas prior to leaving the work area for breaks, lunch, or at the conclusion of each work day.
- B. Provide labor, materials, tools, and equipment for decontamination of all personnel, equipment and supplies that enter the work area or are exposed to contaminated material.
- C. Dispose of wastes generated from decontamination activities at an appropriate facility.
- D. Equipment Decontamination Resulting from the Work:
  - 1. The Engineer may collect random samples of decontamination fluids or wipe surfaces to ensure proper decontamination procedures are being followed.
  - 2. If the Engineer determines that decontamination procedures are inadequate, supply the necessary labor, materials, tools, and equipment to provide an adequate level of decontamination.
- E. Collect decontamination wastes in DOT approved drums unless otherwise directed by the Engineer.



### 3.5 Identification Of Contaminated Soil

- A. If soil that is visibly impacted or suspected to be impacted by releases of OHM is discovered during construction activities, such activities shall immediately stop, and the Engineer shall be notified prior to disturbance of such soil.
- B. Limits of Excavation
  - 1. When areas of Contaminated Soil are encountered, limits of excavation will be determined in the field by the Engineer.
  - 2. Contractor will be compensated for the additional excavation beyond the limit of excavation shown on the drawings as allowed in the Contract.

### 3.6 Excavation And Staging Of Soil

- A. Perform excavation in accordance with Section 02230 "Site Clearing" and Section 02300 "Earth Moving".
  - 1. Stop excavation and immediately inform Engineer when material displays characteristics of contamination.
- B. Construct containment system for stockpiling of soil to prevent seepage of soil or water into the environment.
  - 1. Lay down 6-mil polyethylene sheeting of sufficient size for soil stockpile.
  - 2. When excavation is ongoing, occasionally mist contaminated stockpile with water during windy or dry conditions.
  - 3. Soil shall be covered by 6-mil polyethylene sheeting and secured with weights, rocks or other items to prevent loss of cover at the end of each work day.
- C. Maintain stockpile and containment system. Inspect daily for damage and signs of leakage. Immediately replace damaged materials.

### 3.7 Backfill

- A. Backfill excavations in accordance with Section 02300 "Earth Moving".
- B. Use stockpiled material for backfill of excavations or obtain borrow material off-site.

### 3.8 Loading, Transportation And Disposal

- A. Excavated Material
  - 1. Excavated material that cannot be used as backfill at the site (excess soil) will be designated for off-site disposal. Material designated for off-site disposal is to remain on-site for analytical testing in order to determine the appropriate disposal and/or management options.
  - 2. Characterize the material for compliance with RIDEM Method 1 R-DEC and for disposal in accordance with the testing requirements of the designated disposal facility. Testing and disposal facility acceptance shall be the responsibility of the Contractor. Provide the Owner

and Engineer with appropriate characterization data and disposal facility acceptance prior to disposal.

3. Soil will be classified as "Clean Soil" or "Contaminated Soil" in accordance with the Definitions.
4. Preparation of shipping documentation, including Uniform Hazardous Waste Manifests or Bills of Lading as appropriate, shall be the responsibility of the Contractor.
5. Load material designated for off-site disposal from stockpiles into approved containers for shipment and transport to an appropriately licensed receiving and disposal facility.
6. Utilize maximum legal load limits for transport from the site to the disposal facility.
7. Maintain records of disposal and provide records to Engineer.

B. Drums

1. If drums are utilized for the collection of personal protection equipment or decontamination rinse water, these drums are the responsibility of the Contractor and shall be loaded and transported to an appropriate waste disposal facility, as arranged by the Contractor.

### 3.9 Field Quality Control

- A. Engineer may collect random samples of decontamination soils and fluids, or wipe surfaces to ensure that proper decontamination procedures are being followed. If decontamination is determined by the Engineer to be ineffective or insufficient, undertake additional decontamination measures necessary to provide an adequate level of decontamination.

## PART 4 - METHOD OF MEASUREMENT

- A. Contaminated Soil Disposal will be measured by the actual net weight in tons of excess soil delivered to treatment/disposal facilities, as measured by the permanent scales at the respective facilities. The total weight will be the summation of weight bills issued by such facilities.
- B. Clean Soil Disposal will not be measured for payment.

## PART 5 - BASIS OF PAYMENT

- A. Contaminated Soil Disposal shall be paid for as an add/deduct unit bid item per net weight, in tons, of excess soil delivered to disposal facility. The process so-stated constitutes full and complete compensation for all labor, materials, and equipment, including sampling/testing, disposal facility approval, hauling, disposing, placing, and all other incidentals required to dispose contaminated soil above the cost to manage it as clean soil, complete and accepted by the Engineer.
1. For the purpose of this bid item, assume Contaminated Soil Disposal will be as "Solid Waste Soil" at the Rhode Island Resource Recovery Corporation in Johnson, Rhode Island.
- B. Clean Soil Disposal shall be paid as part of the lump sum Total Contract Base Bid Price. The price for this work includes full and complete compensation for all labor, materials and equipment, and

for all other incidentals required to finish the work, complete and accepted by the Engineer/Owner.

- C. Soil Disposal includes, but is not limited to, the following:
  - a. Sampling/testing, disposal facility approval, staging, handling, transporting, and disposing to approved disposal facilities of soil excavated from the site that cannot be replaced on-site as backfill.
  - b. Preparation of manifests or bills of lading, fees paid, and incidental materials, tools, equipment, and services.

**END OF SECTION**

## SECTION 02230 - SITE CLEARING

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, RIDOT Standard Specification for Road and Bridge Construction and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. This Section Includes the following:
  - 1. Selectively trimming and removing existing vegetation (trees and shrubs).
  - 2. Clearing and grubbing.
  - 3. Removing above- and below-grade site improvements including, but not limited to, drainage structures and appurtenances identified for removal and disposal on the Contract Drawings.
  - 4. Removing and disposing concrete and bituminous concrete pavement including, but not limited to, sawcutting, roadways, sidewalks, concrete pads, and driveways. The removal of pavement shall be sequenced to facilitate construction of improvements while allowing alternating two-way traffic flow through the Pine Street Right-of-Way as reflected on the Contract Drawings.
  - 5. Disconnecting, capping or sealing, and removing site utilities including, but not limited to, sections of abandoned water mains/services that conflict with proposed improvements and drain piping as indicated on the Contract Drawings.
  - 6. Removing and resetting signs and posts including, but not limited to, street and stop signs.
  - 7. Resetting or replacing site improvements including, but not limited to, granite curbing, curb returns, fire hydrants, and cobblestone.
  - 8. Salvaging site improvements.
  - 9. Protecting site improvements and utilities to remain.
- B. Limits of Work: Minimize disturbance within limit of disturbance. Limits of disturbance shown on Contract Drawings indicates the furthest extent allowed. Perform only as much clearing as required to complete the Work. Proposed features may be adjusted as approved by Engineer in order to preserve trees, landscaping and other existing site features to remain.
  - 1. Work areas are in close proximity to private property. Work shall remain within the Pine Street Right-of-Way and the rights-of-way of intersecting roadways and shall not disturb private property, except as indicated on the Contract Drawings. Where private property is disturbed, the disturbed area shall be restored to existing conditions as approved by the property owner.
- C. Related Sections:
  - 1. Section 02300 "Earth Moving."
  - 2. Section 02372 "Temporary Erosion and Sediment Control".

### **1.3 Definitions**

- A. Existing to Remain: Existing items of construction that are not permanently removed and that are not otherwise indicated to be removed, removed and disposed, remove and relocated, or removed and stockpiled.
- B. Remove and Dispose: Detach items from existing construction and legally dispose of them off-site. Confirm with the Owner if certain removed items (i.e. granite curbing, inlet stones, apron stones, curb returns, cobblestones, etc.), if determined to be in good condition, should be delivered to a City-owned off-site property for potential re-use (i.e. DPW facility).
- C. Remove and Relocate: Carefully detach from existing construction in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- D. Remove and Stockpile: Carefully detach from existing construction in a manner to prevent damage, prepare for reuse, and reuse where indicated. Dispose of excess salvaged materials.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- F. Site Improvements: Miscellaneous structures and site elements including pavement, sidewalks, driveways, curbing, fences, fire hydrants, signs, property line markers, pipes, drainage structures and appurtenances, poles, wires, etc..
- G. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- H. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil materials.
- I. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

### **1.4 Material Ownership**

- A. Except for materials indicated to remain or be returned to the Owner on the Contract Drawings, cleared materials shall become Contractor's property and shall be removed from Project site for proper disposal. Existing site features not shown on the Plans shall be coordinated with the Owner and shall be salvaged or removed as directed by the Owner.

### **1.5 Informational Submittals**

- A. Existing Conditions: Documentation of preconstruction conditions, including adjoining construction and site improvements, that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
  - 1. Submit a sufficiently detailed video and photographs prior to start of site clearing.
  - 2. Include Drawings and notations to indicate specific wounds and damage conditions of each item designated to remain.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

### **1.6 Quality Assurance**

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.
- B. Preconstruction Meeting: Conduct meeting with Engineer, Owner, and on-site supervisor to review the following:
  - 1. Limits of disturbance and pavement removal limits.
  - 2. Curb cut and drive entrance modifications.

### **1.7 Project Conditions**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction and without notifying occupants affected by blocking access to residences or businesses.
  - 2. Provide alternate routes around closed or obstructed traffic and pedestrian ways if required by Owner or authorities having jurisdiction.
- B. Reusable Improvements: Carefully remove items indicated to be stockpiled or relocated and store on Owner's premises. The Contractor shall coordinate with the City/Owner to determine an acceptable location to store reusable items.
- C. Protect-In-Place Existing Site Improvements: Support and protect in place existing site improvements. Restore items promptly; do not leave until end of construction.
- D. Utility Locator Service: Notify Dig Safe of Project area prior to site clearing.
- E. Do not commence site clearing operations until temporary erosion- and sedimentation-control as well as tree and shrub -protection measures are in place.
- F. Do not direct vehicle or equipment exhaust towards protected vegetation.

- G. Restore items and surfaces damaged by construction operations to existing condition or better.
- H. Equipment Operations
  - 1. On paved surfaces, do not operate equipment with tracks, treads, or wheels that cut or otherwise damage paved surfaces to remain.
  - 2. Operate equipment with care to prevent injury to trees and overhanging branches and limbs.
- I. Prohibit heat sources, flames, ignition sources, and smoking near protected vegetation.
- J. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

### **1.8 Protecting Existing Structures**

- A. Support and protect in place existing site improvements designated by the Engineer and outside the Limit of Disturbance to be preserved in place.
  - 1. Restore items damaged by the Contractor, at a minimum, to the condition in which the item was found immediately before beginning the Work. Restore items promptly; do not leave until end of construction.

## **PART 2 - PRODUCTS**

### **2.1 Materials**

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 02300 "Earth Moving."
  - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.
- B. Sign Posts and Mountings: Utilize existing sign post and mountings when relocating such structures. If any existing sign or mounting are damaged by construction or during removal, such damaged materials shall be replaced in-kind to the satisfaction of the Owner.
- C. Fire Hydrant, mountings, and restraints: Utilize existing fire hydrant, mountings, and restraints mountings when relocating such structures if such appurtenances are determined to be in acceptable condition to the Pawtucket Water Supply Board. If any existing fire hydrant or mountings are damaged by construction or during removal, such damaged materials shall be replaced in-kind to the satisfaction of the Owner.
- D. Granite Curbing and Cobblestones: Utilize existing granite curbing (including granite curb returns, inlet and apron stones) and cobblestones; and relocating such site improvements if such improvements are determined by Owner/Engineer to be in acceptable condition and suitable for re-use.

## **PART 3 - EXECUTION**

### **3.1 General**

- A. Reuse excavated material wherever possible, unless other material is indicated on the Contract Drawings or specified. Stockpile suitable excavated material in an appropriate location for reuse on an ongoing basis until the project is complete.

### **3.2 Preparation**

- A. Document conditions for the following:
  - 1. Existing surface conditions within limit of disturbance where improvements are proposed.
  - 2. Existing features within the project area including trees, shrubs, fences, fire hydrants, signs, walls, curbs, driveways, poles, drainage structures, docks, decks, sheds, foundations, and walks.
- B. Protect and maintain benchmarks and survey control points from disturbance during construction.
- C. Protect existing site improvements to remain from damage during construction.
- D. Restore damaged improvements to their original condition, as acceptable to Owner.

### **3.3 Utilities**

- A. Locate, identify, disconnect, and seal or cap off utilities indicated to be removed or abandoned in place including, but not limited to, sections of abandoned water mains/services that conflict with proposed improvements and drain piping as indicated on the Contract Drawings.
- B. Existing Utilities: Do not interrupt utilities unless authorized under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify utility owner and Engineer not less than ten days in advance of proposed utility interruptions.
  - 2. Notify utility owner with advance notice required by the utility owner. Contact utility owner prior to construction to determine coordination requirements.
  - 3. Do not proceed with utility interruptions without utility owner and Engineer's written permission.
- C. Fire hydrant relocations: The relocation of the fire hydrants indicated on the Contract Drawings shall be coordinated with the Pawtucket Water Supply Board. Clearing And Grubbing

### **3.4 Selective Tree and Shrub Trimming**

- A. Remove and dispose undesirable branches and stems from existing trees and shrubs that protrudes into the Pine Street right-of-way and interferes with overhead clearance (i.e. 14 feet above the roadway surface) especially along the eastern property boundary of Assessor's Plat 44 / Lot 517).



- B. Perform selective trimming in accordance with Section L08.03 of the RIDOT Standard Specifications.

### 3.5 Clearing And Grubbing

- A. Remove obstructions to permit installation of new construction. Removal includes digging out stumps and obstructions, and grubbing roots. Promptly dispose of material off-site.
  - 1. Do not remove trees, shrubs, and other vegetation to remain or to be relocated.
  - 2. Cut minor roots and branches of trees to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
  - 3. Use only hand methods for grubbing within drip line of remaining trees.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
  - 1. Place fill material in horizontal layers not exceeding 8-inch loose depth, and compact each layer to a density equal to adjacent original ground.

### 3.6 Site Improvements

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- B. Reset existing site improvements and replace elements damaged during construction to meet existing conditions or better. Replace rotted materials that prevent resetting of existing site improvements.
- C. Remove only as much existing bituminous and concrete pavement as necessary to perform the Work.
  - 1. Neatly saw-cut length of existing pavement to remain before removing existing pavement. Saw-cut faces vertically.
  - 2. Do not mix excavated pavement with other excavated materials. Remove pavement not to be reclaimed from area and dispose of properly.
  - 3. Sequence the removal of pavement as indicated on the approved Traffic Management Plans. Removal of pavement shall allow for construction of improvements within Pine Street while facilitating alternating two-way traffic flow through the Pine Street right-of-way.
- D. Remove and reset existing site improvements as approved by the Engineer.
  - 1. Restore items damaged by the Contractor, at a minimum, to the condition and location in which the item was found immediately before beginning the Work.
  - 2. Restore items promptly; do not leave until end of construction.

- E. Remove and stockpile granite curb (including inlet stones, apron stones, and curb returns) in accordance with Subsection 906.03.5 of the RIDOT Standard Specifications. Existing granite curb shall be re-used if determined suitable for re-use by Engineer/Owner. The Contractor shall coordinate/confirm with the City if it prefers to have excess granite curb (that cannot be re-used) delivered to its DPW facility or disposed of off-site.

### **3.7 Remove and Dispose Concrete and Bituminous Concrete Pavement, Sidewalks and Driveways**

- A. Remove and dispose bituminous concrete pavement including surface, base and/or subbase courses; concrete and bituminous driveways; and concrete and bituminous sidewalks as shown on the Drawings and according to Section 201 of the RIDOT Standard Specifications. Remove any adjoining curb indicated for removal on the Contract Drawings and stockpile for potential re-use. If not determined suitable for re-use by Owner/Engineer, dispose of this material.
- B. In areas where sidewalks and/or driveways are to be removed in front of existing walls or buildings, the Contractor shall sawcut one (1) foot in front of the wall/building and remove the strip of sidewalk structure adjacent to the wall/building by hand.
- C. Any damage to the wall or building by the Contractor shall be repaired by the Contractor at no additional cost to the Owner.

### **3.8 Remove and Stockpile Cobblestones**

- A. Remove and stockpile cobblestones for reuse as indicated on the Contract Drawings.
- B. Install cobblestones as indicated on the Contract Drawings. The Contractor shall also coordinate/confirm with the City if it prefers to have excess cobblestones (i.e. in excess of cobblestones used to create bioretention planter sediment forebays and splash pads) delivered to its DPW facility or disposed of off-site.

### **3.9 Remove and Reset Signs and Posts**

- A. Remove and reset street and traffic signs and posts as indicated on the Contract Drawings.
- B. Installation:
  - 1. Hand trim excavations to required elevations. Correct over excavation with gravel fill or select fill stockpiles on site as approved by the Project Representative.
  - 2. Remove large stones or other hard matter which could impede sign post installation.
  - 3. Excavate three (3) foot deep hole with 18 inch diameter.
  - 4. Install signs to a maximum variation from plumb of 1/8 inch in ten (10) feet.
  - 5. Install signs to a minimum variation as shown on the Drawings of six (6) inches.
  - 6. Traffic directional signs shall be installed five feet to the bottom of the sign above adjacent pavement grade. Handicapped signs shall be installed three (3) feet to the bottom of the sign above adjacent pavement grade.

7. Attach sign to sign post with a minimum two (2) tamper proof sets of mounting hardware as recommended by the manufacturer.
8. Protect finished work from damage by other work.

### **3.10 Restoration**

- A. Repair or restore existing site improvements and vegetation to remain, which is damaged by construction operations, to existing condition or better as determined by the Engineer, at no additional cost to the Owner.

### **3.11 Disposal Of Surplus And Waste Materials**

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property unless such materials are desired by the City. Any excess materials (i.e. granite curb and cobblestones) that the City desires to retain shall be delivered to the DPW facility or other local off-site location agreed upon by the City.

## **PART 4 - METHOD OF MEASUREMENT**

- A. Items associated with this work will not be measured for payment.

## **PART 5 - BASIS OF PAYMENT**

- A. This work shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

## **END OF SECTION**

## SECTION 02300 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specification, and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. Section Includes:
  - 1. Preparing subgrades for bituminous concrete pavements, cement concrete sidewalks and wheelchair ramps, permeable paver sidewalk areas, new drainage structures and piping, utility piping, raised granite curbed planters, curbside bioretention planters, tree filter boxes, tree pits, and other site improvements.
  - 2. Dewatering.
  - 3. Excavating and backfilling for site features and utilities.
  - 4. Imported soil products and geotextiles including, but not limited to:
    - a. Curbside bioretention planter sediment forebay bedding sand and gravel borrow material.
    - b. Gravel borrow and base material used to support curbside bioretention planter sediment forebay construction, standard and heavy-duty cement concrete sidewalks, concrete driveways through sidewalk areas, wheelchair ramps, curbing, to replace unsuitable material when encountered, and other roadway reconstruction components.
  - 5. Disposal of excess soil, if required.
- B. Related Sections:
  - 1. Section 02111 "Soil Management."
  - 2. Section 02230 "Site Clearing"
  - 3. Section 02372 "Temporary Erosion and Sedimentation Control."
  - 4. Section 02630 "Storm Drainage"

#### 1.3 Definitions

- A. ASTM: American Society for Testing and Materials
- B. Backfill: Soil material used to fill an excavation or trench.
  - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
  - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.

- C. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt pavement or cement concrete pavement.
- D. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- E. Bedding Sand (Below Grouted Cobblestone Sediment Forebay Bottom): Layer of sharp, washed concrete sand that does not contain more than 3 percent silt, is free from deleterious soluble salts, and serves as the base layer for setting cobblestones upon with the curbside bioretention planter forebays.
- F. Common Borrow: Satisfactory on-site or soil imported from off-site for use as fill or backfill.
- G. Clean Soil: Soils excavated with no visual or olfactory evidence of contamination, or with chemical test results at or below RIDEM Method 1 R-DEC.
- H. Engineered Soil Media: Layer consisting of a mixture of sand, loam, and organic matter that is installed within bioretention planters to facilitate stormwater filtration and vegetative growth.
- I. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Additional Excavation: Excavation below subgrade elevations or indicated dimensions as directed by Engineer.
  - 2. Boulders and detached rock fragments which have a volume of less than 1 cubic yard are considered "Earth Excavation."
  - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as indicated on the Drawings. Unauthorized excavation shall be without additional compensation.
- J. Fill: Soil materials used to raise existing grades.
- K. Final Backfill: Shall be as indicated on the Contract Drawings and consist of suitable native or imported material conforming to Class I or II and installed as required in ASTM D2321, latest edition.
- L. Gravel Borrow: Imported bank run sand and gravel or plant-processed, crushed or uncrushed gravel with fine aggregate added as filler. Shall also be used to replace unsuitable subgrade materials when encountered at base of excavations and trenches.
- M. Hazardous Soil: Soils known to contain contaminants at characteristically hazardous concentrations. Soil with chemical or physical analytical testing results greater than the USEPA hazardous waste criteria as defined by 40 CFR Part 261.
- N. Initial Backfill: Shall be as indicated on the Contract Drawings and consist of suitable native or imported material conforming to Class I or II and installed as required in ASTM D2321, latest edition.

- O. RIDEM: Rhode Island Department of Environmental Management.
- P. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.
- Q. Satisfactory Soils: Free of debris, waste, frozen materials, vegetation, clay and other deleterious matter; adequately graded for satisfactory compaction.
  - 1. On-Site Material: Native soil additionally free of organic matter, roots, and stones larger than 3 inches in any dimension, subject to approval by the Engineer.
  - 2. Borrow: Free of rock or gravel larger than 3 inches in any dimension; and meeting Standard Specification Section M.01.01.
- R. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- S. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- T. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

#### **1.4 Informational Submittals**

- A. Testing Agency: Provide qualifications of an independent geotechnical engineering testing agency that is certified in the State of Rhode Island and familiar with RIDOT geotechnical and pavement testing procedures.
  - 1. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- B. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces, which might be misconstrued as damage caused by earth moving operations. Submit before earth moving begins.

#### **1.5 Action Submittals**

- A. Material Test Reports - From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated. Prepare separate reports for each source of material imported for fill and backfill as follows (including base course materials):
  - 1. Gradation according to ASTM D 422 and classification according to ASTM D 2487.
  - 2. Laboratory compaction curve according to ASTM D 698.
  - 3. Engineered soil media mixture composition verification.

- B. Compaction testing results shall be provided for testing completed as specified herein.
- C. Soil/Material Origin: Provide a description for each originating off-site location or project from which imported soil/material is obtained, including known historical activities occurring on the site, and any possible releases that have occurred. Soil imported to the site shall be Clean Soil.

## **1.6 Quality Assurance**

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction" as amended in 2024 and issued supplements.
- B. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.
- C. Perform excavation operations in accordance with OSHA Regulations 1926.651 and 1926.652.
- D. Pre-excavation Conference: Conduct conference at Project site.

## **1.7 Project Conditions**

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Install traffic management/protection measures in accordance with the Traffic Management Plans included in the Contract Drawings.
- B. Utility Locator Service: Notify "Dig Safe" and the Pawtucket and Central Falls Departments of Public Works for the area where Project is located before beginning earth moving operations.
- C. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 02372 "Temporary Erosion and Sedimentation Control" are in place.
- D. Extent of excavated areas shall be within the Limits of Disturbance shown on the Contract Drawings.
- E. Place excavated material, backfill and equipment a minimum of 2 feet from edge of excavation. Cast excavated material so as not to interfere with ordinary use of the traveled way.
- F. Remove and immediately dispose of unsuitable excavated material.
- G. In the event that Contaminated Soil encountered, it shall be properly managed in accordance with Section 02111 "Soil Management."

**PART 2 - PRODUCTS**

**2.1 Soil Materials**

- A. General: Provide imported common borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Base Layer: Permeable Base Layer for the pervious pavers shall consist of ASTM NO.57 clean, washed stone.
- C. Bedding Course: Bedding course material shall consist of clean, native or imported compacted gravel having a gradation in accordance with Section M.01.09, Table I, Column Ib of the RIDOT Standard Specifications.
- D. Bedding Sand: Bedding Sand shall be natural or manufactured material conforming to the grading requirement of ASTM C33 and Section M18.18 of the RIDOT Standard Specifications.
- E. Common Borrow: Shall meet the requirements of Satisfactory Soils and shall conform to subsection M.01.01 of the RIDOT Standard Specifications.
- F. Cobblestones: Cobblestones for the cobblestone splash pad shall be recycled from existing cobblestones recycled from the site or cobblestones that conform to M.10.05 of RIDOT's Standard Specifications.
- G. Final Backfill: Native or imported gravels having a gradation in accordance with Section M.01.09, Table I, Column Ib of the RIDOT Standard Specifications. For water applications, the material is subject to approval of the Pawtucket Water Supply Board.
- H. Gravel Borrow: Gravel Borrow shall consist of bank run sand and gravel or plant processed, crushed or uncrushed gravel with fine aggregate added as filler conforming to Subsection M.01.09, Table I, Column 1a or 1b of RIDOT's Standard Specifications.
- I. Gravel Borrow Base Course: Shall meet the requirements of Gravel Borrow for Subsection M.01.09, Table I, Column 1a of RIDOT's Standard Specifications.
- J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- K. Initial Backfill: Native or imported gravels having a gradation in accordance with Section M.01.09, Table I, Column Ib of the RIDOT Standard Specifications. For water applications, the material is subject to approval of the Pawtucket Water Supply Board.
- L. Suitable Subbase Course: Shall meet the requirements of Subsection M.01.09; Gradation of Aggregates, Table I, Column Ia of the RIDOT's Standard Specifications.



## 2.2 Geotextiles

- A. Non-woven Filter Fabric: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
  2. Grab Tensile Strength: 160 lbf; ASTM D 4632.
  3. Sewn Seam Strength: 142 lbf (630 N); ASTM D 4632.
  4. Trapezoid Tear Strength: 65 lb ASTM D 4533.
  5. Puncture Strength: 410 lb; ASTM D6241.
  6. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
  7. Permittivity: 0.15 per second, minimum; ASTM D 4491.
  8. UV Stability: 70 percent after 500 hours' exposure; ASTM D 4355.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
  1. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
  2. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
  3. Tear Strength: 90 lbf (400 N); ASTM D 4533.
  4. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
  1. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
  2. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  3. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

## PART 6 - EXECUTION

### 6.1 Preparation

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 6.2 Dewatering

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
- C. At a minimum the following discharge requirements must be met for dewatering activities:
  - 1. Do not discharge visible floating solids or foam.
  - 2. To the extent feasible, utilize vegetated, upland areas of the site to infiltrate dewatering water before discharge. In no case will surface waters be considered part of the treatment area.
  - 3. At all points where dewatering water is discharged, utilize velocity dissipation devices.
  - 4. Utilize filter bags at the discharge of dewatering pumps if groundwater discharge from sump pits is still turbid. Replace and clean the filter bags used in dewatering devices when the pressure differential equals or exceeds the manufacturer's specifications.
  - 5. Protect and maintain dewatering system during dewatering operations.
- D. Promptly repair damages to adjacent facilities caused by dewatering.

### **6.3 Explosives**

- A. Explosives: Do not use explosives.

### **6.4 Geotextiles**

- A. Filter fabric shall be furnished in rolls and shall be wrapped or otherwise covered completely until such time as it is to be installed. Filter fabric rolls previously opened, uncovered, or unrolled shall not be used.
- B. Filter fabric shall be installed in accordance with manufacturer's installation directions and recommendations.

### **6.5 Excavation, General**

- A. Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include soil materials, and obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

### **6.6 Excavation For Structures**

- A. Excavate trenches to indicated gradients, lines, depths, and elevations. Prepare finished bottom of excavation accurately with hand tools.

1. Trench shoring and bracing located below the narrow limit of trench must be left-in-place until backfilling occurs.
- B. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
  1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
  2. Excavation for Underground Basins and Drainage and Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

#### **6.7 Excavation For Pavements, Sidewalks, Driveways, and Wheelchair Ramps**

- A. Excavate surfaces under sidewalks, driveways, wheelchair ramps, and pavements to indicated lines, cross sections, elevations, and subgrades.

#### **6.8 Subgrade Inspection**

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer or Owner determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Proof-roll subgrade below areas of full-depth pavement reconstruction with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
  2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer, without additional compensation.

#### **6.9 Unauthorized Excavation**

- A. Fill unauthorized excavation beneath bottom limits of excavation with gravel fill, sand, bedding material, or concrete as directed by Engineer at no additional cost.

## 6.10 Storage Of Soil Materials

- A. Stockpile common borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials 2 feet minimum away from edge of excavations. Do not store within drip line of remaining trees.
  - 2. When excavating in or near a road or walk, place excavated material so as not to interfere with ordinary use of traveled way.
  - 3. The contractor shall stockpile excavated existing soil materials.
- B. The Contractor shall ensure that all Clean Soil to be used at the site is properly segregated from all other material on the site and not co-mingled, which could result in the contamination of material.

## 6.11 Backfill, General

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

## 6.12 Stormwater Drainage and Utility Trench Backfill

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing (if used).
- D. Bedding shall be placed in layers not exceeding six (6) inches in loose depth, and each layer shall be compacted by at least two (2) passes of an approved plate-type vibratory compactor.
- E. Bedding shall be graded, compacted and shaped so that the full length of pipe barrel has complete and uniform bearing for the bottom quadrant of each pipe. Bell holes and depressions for joints shall be dug after the sand bedding has been graded and compacted, and shall be the proper clearance for jointing of pipes. Bedding shall be placed to a minimum height approximately equivalent with the center of the pipe, for the entire trench width, per Drawings.

- F. Place and compact initial backfill material free of particles larger than **1 1/2 inches** in any dimension, to a minimum height of over the pipe or conduit as indicated on the Contract Drawings.
  - 1. Carefully compact initial backfill evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit
- G. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- H. Installation of backfill for water utilities shall be in accordance with the Pawtucket Water Supply Board.

### **6.13 Soil Fill**

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use gravel borrow.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### **6.14 Soil Moisture Control**

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### **6.15 Compaction of Soil Backfills And Fills**

- A. Do not compact subgrade or backfills for bioretention planters and tree filters. Refer to Section 02630 "Storm Drainage" for installation of engineered soil media within bioretention planters and tree filters.
- B. Under pavements and structures, place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

- D. With the exception of soils within bioretention planters and tree filters, compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 or ASTM D 1557:
  - 1. Under structures and pavements (including sidewalks and wheelchair ramps), scarify and re-compact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
  - 2. Under turf or unpaved areas, scarify and re-compact top 6 inches below subgrade, and compact each layer of backfill or fill soil material at 85 percent.
  - 3. For utility trenches, compact each layer of initial and final backfill soil material at 95 percent.
- E. For compacting backfill, use equipment specifically designed for compaction purposes, and which provides satisfactory results as approved by the Engineer.

## **6.16 Grading**

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1 inch.
  - 3. Pavements: Plus or minus 1/2 inch

## **6.17 Subbase And Base Courses Under Pavements**

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
  - 1. Subbase course installation shall conform to Sections 301.03.2, 302.03.1 and 302.03.2 of the RIDOT Standard Specifications for Road and Bridge Construction.
  - 2. Compaction of each layer shall continue until a density of not less than 95 percent of the maximum density determined in accordance with AASHTO T180 has been achieved. The surface of each layer shall be maintained during the compaction operations in such a manner that a reasonable uniformity is produced. The compacted surface shall have a tolerance of 1/2-inch, plus-or-minus, to the grades shown on the Plans or as directed. However, no plus or minus deviation may continue for more than 100 feet in any direction.

## **6.18 Field Quality Control**

- A. Testing Agency: Contractor will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Trench Backfill for Storm Drain and Utilities: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length, but no fewer than two tests.
  - 2. Paved and Sidewalk Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 square feet or less of paved or sidewalk area, but in no case fewer than three tests.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; re-compact and retest until specified compaction is obtained at no additional cost.

#### **6.19 Protection**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and re-compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

#### **6.20 Disposal Of Surplus And Waste Materials**

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
  - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Remove and dispose of excess excavated material that cannot be utilized as backfill in accordance with Section 02111 "Soil Management".

**PART 7 - METHOD OF MEASUREMENT**

- A. Items associated with this work will not be measured for payment.

**PART 8 - BASIS OF PAYMENT**

- A. This work shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

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## SECTION 02372 – TEMPORARY EROSION AND SEDIMENTATION CONTROL

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specifications, RI Soil Erosion and Sediment Control Handbook and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. This Section includes furnishing, placing, and maintaining sedimentation control measures as shown on the Drawings, as directed by the Engineer and/or Owner, and where necessary to reduce sediment content of runoff. Control measures are to remain in place until after completion of construction. Measures include the following:
  - 1. Perimeter Erosion Control Protection (as necessary).
  - 2. Catch Basin Inlet Protection.
  - 3. Curb Inlet Protection.
  - 4. Temporary seeding and mulching (as necessary).
  - 5. Dust control.

#### 1.3 Related Sections

- A. Section 02230 "Site Clearing."
- B. Section 02300 "Earth Moving."

#### 1.4 Submittals

- A. Product data and manufacturer's installation instructions: For the following:
  - 1. Perimeter Erosion Control Protection.
  - 2. Catch Basin Inlet Protection.
  - 3. Curb Inlet Protection.
  - 4. Dust control.

#### 1.5 Quality Assurance

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024" and issued supplements.

- B. Sedimentation and erosion control measures shall be installed and maintained in accordance with the most recent version of the “Rhode Island Soil Erosion and Sediment Control Handbook” by the Rhode Island State Conservation Committee, Rhode Island Department of Environmental Management, Rhode Island Coastal Resources Management Council, Rhode Island Department of Transportation, and The University of Rhode Island.

### 1.6 Project Conditions:

- A. All erosion and sedimentation control work shall comply with the regulatory and permitting requirements.
- B. Contractor shall submit 24-hour contact name and number for response to situations that may require immediate response.

## PART 2 - PRODUCTS

### 2.1 Perimeter Erosion Control

- A. Weighted sediment tubes shall be installed around stockpile areas and/or as directed in the field by the Engineer/Owner.
- B. Product and Manufacturer: Erosion Eel as manufactured by ACF Environmental, or approved equal.

### 2.2 Catch Basin Inlet Protection

- A. Woven polypropylene that meets the following:

<u>Properties</u>	<u>Requirement</u>	<u>Unit</u>
Grab Tensile Strength (ASTM D4632):	300	Lbs
Grab Tensile Elongation (ASTM D4632):	15	Percent
Puncture Strength (ASTM D4833):	120	Lbs
Mullen Burst (ASTM D3786):	800	PSI
Trapezoid Tear (ASTM D4533):	90	Lbs
Flow Rate (ASTM D4491):	40	Gal/Min/Sq.Ft
Permittivity (ASTM D4491)	0.55	Sec-1
UV Resistance(at 500 hours)	80	Percent
(Retained strength) (ASTM D4355):		
Apparent Opening Size (ASTM D4751):	#40	US Sieve

- 1. Manufacturer: Siltsack™ as manufactured by ACF Environmental, or approved equal.

### 2.3 Curb Inlet Protection

- A. Cub Inlet Protection shall consist of a weighted inlet tube, GutterGator manufactured by ACF Environmental or approved equal.
  - 1. Curb inlet protection shall extend 12” beyond each end of curb inlet opening.

2. Curb inlet protection shall be weighted to resist movement.

## **2.4 Temporary Seeding and Mulching**

- A. Fresh, viable, recleaned pure quality seed of the latest crop, delivered in original unopened packages, bearing guaranteed analysis tags and name of the supplier.
- B. See Contract Drawings for temporary seed mix composition and mulching.

## **2.5 Dust Control**

- A. Water: Potable.
- B. Crushed Stone: See Section 02300 "Earth Moving" for gradation of crushed stone to be used for dust control applications.

# **PART 3 - EXECUTION**

## **3.1 General**

- A. Install erosion and sediment control measures prior to clearing, demolition or construction.
- B. Attend a preconstruction meeting with the Engineer and/or Owner, to review permit conditions and construction methods.
- C. Implement and maintain the erosion and sediment controls in accordance with the Site Preparation Plan and Erosion Control Notes included within the Contract Drawings. Inform parties engaged on the construction site of the requirements and objectives of this Plan.
- D. Control dust to prevent a hazard to traffic on adjacent transportation corridors. Dust control includes, but is not limited to, sprinkling of water, mulch and/or crushed stone on exposed soils and haul roads.
- E. Inspect site weekly and prior to anticipated rain events. Ensure that erosion controls are properly maintained and functioning.
- F. Install additional control measures if deemed necessary by the Engineer or Owner.
- G. Do not discharge directly into drainage systems, wetlands or watercourses where dewatering is necessary. Utilize methods and devices as permitted by authorities having jurisdiction and appropriate regulations to minimize and retain suspended solids including pumping water into a temporary sedimentation bowl, providing surge protection at inlet and outlet of pumps, floating pump intake.
  1. If pumping operation results in turbidity problems, stop pumping until means of controlling turbidity are determined and implemented.

### **3.2 Stockpiles and Perimeter Erosion Controls**

1. Stockpile Side Slopes: 2:1 maximum.
2. Surround stockpiles by perimeter erosion control measure.
3. Stabilize stockpiles not to be used within 30 days with temporary vegetation and mulch immediately after formation of stockpile.

### **3.3 Catch Basin Inlet Protection**

- A. Install in accordance with manufacturer's written instructions and the Contract Drawings.

### **3.4 Curb Inlet Protection**

- A. Install in accordance with manufacturer's written instructions and the Contract Drawings.
- B. Weighted curb inlet tubes shall be installed to prevent material from entering the catch basin inlet. Weighted inlet tubes shall cover the entire opening and closely abut the curb to provide a seal along the gutter line against the pavement and curb.

### **3.5 Temporary Seeding and Mulching**

- A. For soil stockpiles that will not be used within 30 days, stabilize soils with temporary vegetation and mulch. Refer to Contract Drawings for temporary seed mixture and recommended seeding dates.

### **3.6 Dust Control**

- A. Apply water, and/or crushed stone uniformly over the surface when dust becomes a nuisance or when directed by the Engineer. Provide shut-off valve in convenient location on water truck, to allow for regulating water flow such that discharged water does not cause excessive ponding or erosive runoff.
- B. Keep adjacent roadways free of sediment at all times throughout the construction period at no additional cost to the owner. Wet sweep roadways to remove any tracked sediment with mechanical vacuum-assisted equipment. Do not use blowers or similar methods that may disperse dust and debris. If tracking of sediment becomes an issue, the Engineer and/or Owner shall require additional methods or systems to control dust, such as construction access, more frequent water application, and sweeping.

### **3.7 Maintenance**

- A. Inspect all erosion controls according to the requirements in the Contract Drawings, local and state regulations, and the manufacturer's recommendations.
- B. Remove and dispose of accumulated sediments when sediment reaches approximately one-half the height of the control system, or when directed by the Engineer.
- C. Replace control system promptly if fabric decomposes or system becomes ineffective prior to the expected usable life.

- D. Maintain or replace system until no longer necessary for the intended purpose.
- E. Contractor shall be responsible to fix and/or replace all damaged erosion control systems damaged by storm events promptly as needed or to the satisfaction of the Engineer or Owner.

### **3.8 Removal**

- A. Remove and dispose of temporary erosion control systems after respective up-gradient areas are stabilized with stable growth and a satisfactory stand of vegetation as directed by the Engineer and/or Owner.

## **PART 4 - METHOD OF PAYMENT**

- A. Items associated with this work will not be measured for payment.

## **PART 5 - BASIS OF PAYMENT**

- A. This work shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

## **END OF SECTION**

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## SECTION 02510 - WATER UTILITY DISTRIBUTION

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specifications and Division 1 Specification Sections, apply to this Section.
- B. The Contractor shall be responsible for all materials furnished by him/her and shall replace at his/her own expense all such material found defective in manufacture or damaged in handling after delivery by the manufacturer. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to final acceptance of the work.
- C. Materials not explicitly specified herein shall conform to the preceding standard details. In all cases, materials to be used shall be of premium quality, new, and employed in accordance with the purposes for which they were designed.

#### 1.2 Summary

- A. This Section includes water-distribution piping and related components for the following:
  - 1. Fire hydrant relocation including the removal and replacement of its associated water service/lateral and appurtenances to avoid conflict with proposed improvements as indicated on the Drawings.
- B. Related Work:
  - 1. Section 02230 "Site Clearing."
  - 2. Section 02300 "Earth Moving."

#### 1.3 Definitions

- A. PA: Polyamide (nylon) plastic.
- B. AC: Asbestos cement.
- C. PE: Polyethylene plastic.
- D. PP: Polypropylene plastic.
- E. PVC: Polyvinyl chloride plastic.
- F. Water Distribution Piping: Water pipe that conveys domestic water from water main to individual service-meter assemblies.

#### 1.4 Action Submittals

- A. Product Data and Material Certificates of Compliance: For each type of product indicated including the following:



1. Piping, fittings, and structures.
2. Piping specialties.
3. Valves and accessories.

B. Shop Drawings: For layout of piping, fittings, and structures for fire hydrant relocations.

### 1.5 Informational Submittals

A. Field quality-control test reports.

### 1.6 Closeout Submittals

A. Provide submittals as required by the Pawtucket Water Supply Board.

B. Coordination and Record Drawings: Provide record drawings as required by the Pawtucket Water Supply Board to document improvements made to water distribution piping. Show pipe sizes, locations, and elevations. Indicate interface and spatial relationship between water main, gate valves, and proximate structures including, but not limited to, fire hydrants.

### 1.7 Quality Assurance

A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.

B. Regulatory Requirements: Comply with the Central Falls Water Department and Pawtucket Water Supply Board Rules and Regulations and Pawtucket Water Supply Board Standard Details (<http://pwsb.org/content/rules-and-regulations>).

C. Piping materials shall bear label, stamp, or other markings of specified testing agency.

D. NSF Compliance:

1. Comply with NSF 14 for plastic potable-water-service piping.
2. Comply with NSF 61 for materials for water-service piping and specialties for domestic water.

### 1.8 Delivery, Storage, And Handling

A. Preparation for Transport: Prepare valves according to the following:

1. Ensure that valves are dry and internally protected against rust and corrosion.
2. Protect valves against damage to threaded ends and flange faces.
3. Set valves in best position for handling. Set valves closed to prevent rattling.

B. During Storage: Use precautions for valves according to the following:

1. Do not remove end protectors unless necessary for inspection; then reinstall for storage.
2. Protect from weather. Store indoors and maintain temperature higher than ambient dew-point temperature. Support off the ground or pavement in watertight enclosures when outdoor storage is necessary.

C. Handling: Use sling to handle valves if size requires handling by crane or lift. Rig valves to avoid

damage to exposed parts. Do not use hand wheels or stems as lifting or rigging points.

- D. Deliver piping with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe-end damage and to prevent entrance of dirt, debris, and moisture.
- E. Protect stored piping from moisture and dirt. Elevate above grade. Do not exceed structural capacity of floor when storing inside.
- F. Protect flanges, fittings, and specialties from moisture and dirt.
- G. Store plastic piping protected from direct sunlight. Support to prevent sagging and bending.
- H. The Contractor shall be responsible for the safe storage of material on the site, and shall prevent damage until such materials have been incorporated in the work.
- I. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times. Valves and hydrants shall be drained and stored in a manner that will protect them from damage by freezing.
- J. Pipe, valves, hydrants, fittings, and other-accessories shall be handled by methods that avoid shock or damage to the item and/or its coating, if applicable. Under no circumstances shall such material be dropped. Repair, if allowed by the Engineer, shall be made at the Contractor 's expense in a manner approved by the Water Superintendent or Engineer.

## 1.9 Project Conditions

- A. Interruption of Existing Water-Distribution Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary water-distribution service according to requirements indicated:
  - 1. Notify Engineer and Owner no fewer than 14 days in advance of proposed interruption of service.
  - 2. Do not proceed with interruption of water-distribution service without Owner's written permission.

## 1.10 Coordination

- A. Coordinate the removal and relocation of hydrants with the City of Pawtucket's and Central Falls' Departments of Public Works, Pawtucket Water Supply Board, and local residents as indicated in Division 1 Section 01310 "Project Management and Coordination."

## PART 2 - PRODUCTS

### 2.1 General

Provide all materials and products in accordance with the requirements of the Central Falls Water Department and Pawtucket Water Supply Board as applicable  
(<http://pwsb.org/sites/default/files/pdf/approved-materials-spec-april-2013.pdf>).

### **PART 3 - EXECUTION**

#### **3.1 General**

A. Complete all water utility work in accordance with the requirements of the Pawtucket Water Supply Board.

#### **3.2 Field Quality Control**

A. Inspection and Piping Tests: After installation of water utilities, coordinate inspection and testing with Pawtucket Water Supply Board.

#### **3.3 Cleaning, Testing, and Disinfection**

A. Cleaning, testing, and disinfection of new water-distribution piping and accessories shall be coordinated with the Pawtucket Water Supply Board.

### **PART 4 - METHOD OF MEASUREMENT**

A. Items associated with this work will not be measured for payment.

### **PART 5 - BASIS OF PAYMENT**

A. This work shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

### **END OF SECTION**

## SECTION 02630 - STORM DRAINAGE

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, RIDOT Standard Specifications and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. Section Includes:
  - 1. Pipes and fittings (including connection to existing drainage structures and dissimilar pipe materials).
  - 2. Catch Basins (with frames, grates/covers, gutter inlets, granite inlet stones, granite apron stones, and appurtenances).
  - 3. Curbside Bioretention Planters (including Conant Street Parklet Curbside Bioretention Planter and Pretreatment Sediment Forebays).
  - 4. Tree Filter Boxes.
  - 5. Tree Pits.
  - 6. Permeable pavers.
  - 7. Converting existing "Type F" catch basin to "Type D" catch basin; and converting existing "Type D" catch basin to drain manhole.
  - 8. Reconstructing drainage structures (including upper portion of catch basins and installing new drain frames and covers).
- B. Related Sections:
  - 1. Section 02230 "Site Clearing."
  - 2. Section 02372 "Temporary Erosion and Sedimentation Controls."
  - 3. Section 02300 "Earth Moving."
  - 4. Section 02770 "Curbing."

#### 1.3 Definitions

- A. Curbside Bioretention Planter Components: Includes engineered soil media, cover stone, planter curb and reinforced footings, cobblestone splash pads, pretreatment sediment forebays, inlet curb openings (which will also function as outlet once planter fills with stormwater), temporary lateral cross-bracing, wheel guard plates, inlet screen covers, cover stone, and plantings.
- B. FRP: Fiberglass-reinforced plastic.
- C. HDPE: High-density polyethylene plastic.

- D. PVC: Polyvinyl chloride.
- E. Tree Filter Box Components: Includes open bottom/sides concrete tree vault, PVC pipe overflow with atrium grate, perforated underdrain piping, interior concrete sediment collection chamber or attached collection basin (with frame and grate), removable ADA compliant fiberglass grate, media separator screen, pea gravel, crushed stone, filter fabric, engineered soil media, inlet screen, and tree.
- F. Tree Pit Components: Includes open bottom/sides concrete tree vault, removable ADA compliant fiberglass grate, media separator screen, pea gravel, crushed stone, filter fabric, engineered soil media, and tree.

#### **1.4 Quality Assurance**

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.

#### **1.5 Action Submittals**

- A. Product Data/Certificates: For each type of product indicated.
  - 1. Pipes and fittings.
  - 2. Catch Basin Appurtenances (including, but not limited to, frames, grates/covers, gutter inlets, granite inlet stones, granite apron stones).
  - 3. Curbside Bioretention Planter Component products including, but not limited to, pretreatment sediment forebays, grout, concrete, and reinforcement used to secure planter curb to footings.
  - 4. Tree filter box and pit components engineered soil media, the engineered soil media for bioretention planters shall be used.
  - 5. Permeable pavers.
  - 6. Filter Fabric.
- B. Engineered Soil Media:
  - 1. For Curbside Bioretention Planters:
    - a. Grain size analysis results of the sand component performed in accordance with American Society for Testing and Materials (ASTM) D422, Standard Test Method for Particle Size Analysis of Soils.
    - b. Grain size analysis results of sandy loam soil component performed in accordance with ASTM D422., Standard Test Method for Particle Size Analysis of Soils.
    - c. Grain size analysis results of compost component performed in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
    - d. Organic matter content test results of compost. Organic matter content tests should be performed in accordance with ASTM F 1647, Standard Test Methods for Organic

- Matter Content of Athletic Field Rootzone Mixes or Testing Methods for the Examination of Compost and Composting (TMECC) 05.07A, Loss-On-Ignition Organic Matter Method.
- e. Testing laboratory qualifications including use of ASTM and USDA method of standards.
- 2. Engineered Soil Media (for tree filter boxes and tree pits):
    - a. Grain size analysis results of the sand component performed in accordance with American Society for Testing and Materials (ASTM) D422, Standard Test Method for Particle Size Analysis of Soils.
    - b. Grain size analysis results of compost component performed in accordance with ASTM D422, Standard Test Method for Particle Size Analysis of Soils.
    - c. Organic matter content test results of sphagnum peat moss and/or coconut coir.
- C. Testing laboratory qualifications including use of ASTM and USDA method of standards.
- D. Shop Drawings:
    - 1. Catch Basins:
      - a. Height, thickness of base, wall thickness, sump depth, and interior dimensions.
      - b. Steel reinforcement size and location.
      - c. Inlet and outlet opening cut orientation and sizes.
      - d. Castings.
    - 2. Curbside Bioretention Planters (including Curb and Footings):
      - a. Height, length, and thickness of curbside bioretention planter curb at each planter location along with notch dimensions and locations; forebay curb dimensions and notch locations; and inlet curb opening dimensions and locations.
      - b. Typical dimensions of planter curb footing and associated steel reinforcement sizes and locations.
    - 3. Tree Filter Box and Tree Pit Structures (and components):
      - a. Height, thickness of base, wall thickness, sump depth, and interior dimensions.
      - b. Steel reinforcement size and location.
      - c. Inlet opening and pretreatment baffle wall orientation and sizes.

## 1.6 Delivery, Storage, And Handling

- A. Do not store plastic pipe, fittings, and structures in direct sunlight.
- B. Protect pipe, pipe fittings, and seals from dirt and damage.
- C. Handle catch basins, bioretention planter curbing, tree pits, and tree box filters according to manufacturer's written rigging instructions.

## 1.7 Project Conditions

- A. Site Information: Research public utility records and verify existing utility locations prior to construction.

## PART 2 - PRODUCTS

### 2.1 Pipes and Fittings

- A. HDPE Pipe and Fittings: AASHTO M 294 (for pipes 12-inches and larger), Type S, with smooth interior and annular exterior corrugations for couplings.
  - 1. Soil-tight Couplings: AASHTO M 294, corrugated, matching pipe and fittings to form soil-tight joints.
  - 2. All appurtenances shall be provided by the same manufacturer and designed for the application and pipe that is installed.
  - 3. Pipe shall be joined using an integral bell & gasketed spigot joint meeting AASHTO M294. The joint shall be soil-tight and gaskets shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.
  - 4. Fittings shall conform to AASHTO M294 or ASTM F2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the soil-tight joint performance requirements of AASHTO M294 or ASTM F2306.
- B. Unshielded, Flexible Couplings (for connecting pipes of dissimilar materials):
  - 1. Comply with ASTM C 1173, elastomeric, sleeve-type, reducing or transition coupling, for joining underground nonpressure piping. Include ends of same sizes as piping to be joined, and corrosion-resistant-metal tension band and tightening mechanism on each end.
  - 2. Description: Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
  - 3. Basis-of-Design Product: Subject to compliance with requirements, provide coupling for connecting new 12" HDPE pipe to existing 12" cast iron or as indicated on Contract Drawings and as manufactured by Fernco Inc. or approved equal.

### 2.2 Catch Basins

- A. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints. Structure shall be constructed in a 'Type D' or 'Type R' configuration as indicated on the Contract Drawings.
  - 1. Reinforcing steel shall be in accordance with Section M05.02 of the RIDOT Standard Specifications.
- B. Joint Sealant: ASTM C 990, bitumen or butyl rubber.

- C. Steps: ASTM A 615/A 615M, deformed, 1/2-inch steel reinforcing rods encased in ASTM D 4101, PP, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals. Omit steps if total depth from floor of catch basin to finished grade is less than 60 inches.
- D. Pipe Connectors: Non-shrink/hydraulic cement grout (ASTM C1107). in accordance with Section 819.02.2 of the RIDOT Standard Specifications.
- E. Frames and Grates/Covers: Shall be in accordance with Section M04.03.6 of the RIDOT Standard Specifications and as indicated on Contract Drawings. Frames shall have 4-flanges unless installed in a 'Type R' configuration. Frames installed in 'Type R' configuration shall have 3-flanges.
- F. Appurtenant materials used shall conform to the requirements of Sections 702.02.1 and 704.02 of the RIDOT Standard Specifications.
  - 1. Clay Brick, Concrete Masonry Units, Lime, Mortar, Frames, Grates, Covers, and Ladder Rungs shall conform to the applicable requirements of Section M.04.03 of the RIDOT Standard Specifications.
  - 2. Mortar: Shall conform to Section M.04.03.5 of the RIDOT Standard Specifications.
  - 3. Clay Brick: Shall conform to Section M.04.03.1 of the RIDOT Standard Specifications for Sewer Brick (AASHTO M91, Grade SM).
  - 4. Gravel Borrow: See Section 02300 "Earth Moving."
  - 5. Concrete: Concrete for these structures (including for concrete collars) shall conform to the applicable requirements of Section 601 of the RIDOT Standard Specifications for Class A concrete.
- G. Granite Inlet Stone: Granite inlet stones for 'Type D' catch basins shall conform to ASTM C615 and adhere to the dimensions shown on the Contract Drawings.

### **2.3 Curbside Bioretention Planters**

- A. Description: Bioretention planters shall consist of the following:
  - 1. Engineered soil media.
  - 2. Planter curb: Vertical face granite curb conforming to Section M.09.01 of the RIDOT Standard Specifications having an 18-inch depth.
  - 3. Planter curb footings: Shall consist of cast-in-place or precast reinforced concrete installed to the dimensions specified on the Contract Drawings.
    - a. Concrete shall be Class XX in accordance with Section 601 of the RIDOT Standard Specifications.
    - b. Steel reinforcement shall conform to Section M.05.01 of the RIDOT Standard Specifications.
    - c. Grout: High strength non-shrink grout shall be suitable for outdoor use, and it shall have a minimum compression strength of 8,000 psi after 28 days as determined by testing under ASTM C109. It shall not exhibit any measurable decrease in volume after curing. All grout materials shall be listed on the RIDOT's Approved Materials List.



4. Temporary Lateral Cross Bracing: Shall consist of 2"x4" pretreated lumber or similar spaced intermittently between planter curb to provide added support until reinforced concrete footings have been installed.
5. Wheel Guard Plates: Shall consist of a 1/2" thick galvanized steel plate (with a silver color) installed at bioretention planter inlet curb openings in the locations and to the dimensions specified on the Contract Drawings.
  - a. Plates shall have a minimum compressive strength of 35,000 psi.
  - b. Bolts and attachments shall be stainless steel (Grade 304 or 316).
6. Inlet Screen Covers: Shall consist of a debris screen attached to the inside of the granite curb inlet notch opening such that no portion of the screen protrudes past the vertical face into the roadway.
  - a. Screen cover shall be a fixed or manual retractable curb inlet screen cover as manufactured by United Storm Water, Inc. or approved equal.
7. Non-Woven Filter Fabric: Non-woven filter fabric shall meet the following requirements:
  - a. Filter fabric material shall conform to the following performance characteristics, measured per the test methods referenced:
    - 1) 4 oz., nonwoven needle punched geotextile composed of 100% polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.
    - 2) Grab Tensile Strength: ASTM D 4632: 115 lbs.
    - 3) Grab Tensile Elongation: ASTM D 4632: 50%
    - 4) Trapezoidal Tear: ASTM D4533: 50 lbs.
    - 5) Puncture: ASTM D4833: 65 lbs.
    - 6) Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
    - 7) Permittivity: ASTM D 4491: 2.0 sec -1
    - 8) Flow Rate: ASTM D 4491: 140 gal/min/s.f.
  - b. Shall conform to Section 703.02.2 of the RIDOT Standard Specifications and shall be included on RIDOT's Approved Materials List for underdrain applications.
8. Engineered Soil Media for Curbside Bioretention Planters:
  - a. Soil for bioretention planters shall have a sandy loam or loamy sand texture per USDA textural triangle. Soil mixture shall be 60 - 70% sand by volume; 15 - 25% topsoil or loam by volume; and 8 - 12% organic matter (consisting of partially decomposed Sphagnum Peat with 100% passing a 1/2" sieve, and a PH of 3.4 to 4.8; or ground pine bark mulch) by volume, with a maximum silt and clay content of 8%.
  - b. Soil mixture shall have a maximum silt and clay content of 8% by volume.
  - c. The soil shall be a uniform mix, free of stones, stumps, roots, or other similar objects larger than two inches. The soil shall be free of Bermuda Grass, Quackgrass, Johnson Grass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, Tearthumb, or other noxious weeds.

- d. Engineered soil media shall be tested for the following criteria:
    - 1) pH range 5.5-6.5
    - 2) Magnesium not to exceed 32 ppm
    - 3) Phosphorus P<sub>2</sub>O<sub>5</sub> not to exceed 69 ppm
    - 4) Potassium K<sub>2</sub>O not to exceed 160 ppm
    - 5) Soluble salts not to exceed 500 ppm
  - e. Bioretention planters shall have a minimum of one test. Each test shall consist of both the standard soil test for pH, phosphorus, and potassium and additional tests of organic matter, and soluble salts. All testing results shall be performed by the same qualified testing facility.
  - f. Soil may be modified to adjust pH (higher) with lime or (lower) with iron sulfate plus sulfur.
9. Engineered Soil Media for Tree Filter Boxes and Tree Pits:
- a. Soil for tree filter boxes and tree pits shall meet the following:
    - 1) No less than 70% (plus or minus 5%) of ASTM C-33 sand; or that which is low in fines
    - 2) No less than 20% (plus or minus 5%) of 1/4" crushed stone or approved equal
    - 3) No greater than 10% (plus or minus 5%) of organics (e.g. sphagnum peat moss or coconut coir)
  - b. The soil shall be a uniform mix, free of stones, stumps, roots, or other similar objects larger than two inches. The soil shall be free of Bermuda Grass, Quackgrass, Johnson Grass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, Tearthumb, or other noxious weeds.
  - c. Media used for tree filter boxes and tree pits shall have a minimum of one test performed consisting of both the standard soil test for pH, phosphorus, and potassium and additional tests of organic matter, and soluble salts. All testing results shall be performed by the same qualified testing facility.
  - d. Soil may be modified to adjust pH (higher) with lime or (lower) with iron sulfate plus sulfur.
10. Cover Stone: Shall consist of 3/8" to 3/4" size washed stone conforming to gradation listed in Section M.01.09, Table I, Column VI of the RIDOT's Standard Specifications.
11. Pretreatment Sediment Forebay
- a. Description: Shall consist of grouted cobblestone bottom forebays underlain by bedding sand and gravel borrow to the thicknesses specified on the Contract Drawings.
  - b. Cobblestone: Shall consist of re-used (existing) cobblestones from site.
  - c. Grout: High strength non-shrink grout shall be suitable for outdoor use, and it shall have a minimum compression strength of 8,000 psi after 28 days as determined by

testing under ASTM C109. It shall not exhibit any measurable decrease in volume after curing. All grout materials shall be listed on the RIDOT's Approved Materials List.

- d. Sediment Forebay Berm: Shall consist of vertical face granite curb conforming to Section M.09.01 of the RIDOT Standard Specifications having an 18-inch depth.

## 2.4 Tree Filter Boxes

- A. Precast Concrete Tree Vaults: Concrete vault (with a minimum H-20 curb loading capacity) having an open bottom, open sides, interior pretreatment sediment collection chamber/sump, ADA compliant support/tree grate, and pea gravel or woven separator fabric/mesh as indicated on the Contract Drawings. The vault shall be set on a layer of crushed stone.
  1. Structures shall have left side entry and interior sump with overall exterior dimensions ranging from 5 feet wide by 10 feet long by 5 feet deep to 5 feet wide by 14 feet long by 5 feet deep. Refer to Contract Drawings for basis-of-design manufacturer and model number and additional dimensional requirements.
  2. Tree grating shall be ductile iron with a raw finish. Basis-of-design manufacturer and model shall be Boston Tree Grates as manufactured by Urban Accessories or approved equal. Tree grating shall be 4 feet by 6 feet for tree filter boxes designated as ST-4X6-SUL or approved equal; and 4 feet by 8 feet for tree filter boxes designated as ST-4X8-SUL and ST-4X10-SUL or approved equal.
  3. Structures shall be manufactured with a concrete top slab over the interior sediment collection chamber/sump with a 24" diameter cast in ductile iron frame and cover assembly.
- B. Non-Woven Filter Fabric: Non-woven filter fabric shall meet the following requirements:
  1. Filter fabric material shall conform to the following performance characteristics, measured per the test methods referenced:
    - a. 4 oz., nonwoven needle punched geotextile composed of 100% polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.
    - b. Grab Tensile Strength: ASTM D 4632: 115 lbs.
    - c. Grab Tensile Elongation: ASTM D 4632: 50%
    - d. Trapezoidal Tear: ASTM D4533: 50 lbs.
    - e. Puncture: ASTM D4833: 65 lbs.
    - f. Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
    - g. Permittivity: ASTM D 4491: 2.0 sec -1
    - h. Flow Rate: ASTM D 4491: 140 gal/min/s.f.
  2. Shall conform to Section 703.02.2 of the RIDOT Standard Specifications and shall be included on RIDOT's Approved Materials List for underdrain applications.
- C. Engineered Soil Media:

1. Soil for bioretention planters shall have a sandy loam or loamy sand texture per USDA textural triangle. Soil mixture shall be 60 - 70% sand by volume; 15 - 25% topsoil or loam by volume; and 8 – 12% organic matter (consisting of partially decomposed Sphagnum Peat with 100% passing a 1/2” sieve, and a PH of 3.4 to 4.8; or ground pine bark mulch) by volume, with a maximum silt and clay content of 8%.
  2. Soil mixture shall have a maximum silt and clay content of 8% by volume.
  3. The soil shall be a uniform mix, free of stones, stumps, roots, or other similar objects larger than two inches. The soil shall be free of Bermuda Grass, Quackgrass, Johnson Grass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, Tearthumb, or other noxious weeds.
  4. Laboratory Testing:
    - a. Engineered soil media shall be tested for the following criteria:
      - 1) pH range 5.5-6.5
      - 2) Magnesium not to exceed 32 ppm
      - 3) Phosphorus P2O5 not to exceed 69 ppm
      - 4) Potassium K2O not to exceed 160 ppm
      - 5) Soluble salts not to exceed 500 ppm
    - b. Bioretention planters shall have a minimum of one test. Each test shall consist of both the standard soil test for pH, phosphorus, and potassium and additional tests of organic matter, and soluble salts. All testing results shall be performed by the same qualified testing facility.
    - c. Soil may be modified to adjust pH (higher) with lime or (lower) with iron sulfate plus sulfur.
- D. PVC Overflow/Bypass Components: Shall consist of a vertical 6-inch diameter, solid wall PVC (SDR35 or Schedule 40) overflow pipe with 6-inch diameter, high-density polyethylene (black) atrium grate that will collect overflow within the tree box filter and discharge it to a 6-inch diameter perforated PVC (SDR35 or Schedule 40) underdrain pipe with end caps.
1. Pipe shall be manufactured from virgin rigid PVC (polyvinyl chloride) vinyl compounds with a Cell Class of 12364 as identified in ASTM D 1784.
  2. Perforations shall be circular. Circular perforations shall be 1/4 ± 1/16-inch diameter holes arranged in rows parallel to the axis of the pipe. Perforations shall be evenly spaced along each row such that the center-to-center distance between perforations is not less than eight times the perforation diameter. The minimum perforation opening per foot of pipe shall be 0.44 square inches per foot. The minimum number of rows of perforations shall be 4. Rows shall be arranged in two equal groups at equal distance from the bottom on each side of the vertical centerline of the pipe. The lowermost rows of perforations shall be separated by an arc of not less than 60 degrees or more than 125 degrees. The uppermost rows of perforations shall be separated by an arc not to exceed 166 degrees. The spacing of rows between these limits shall be uniform.
- E. Pea Gravel: Shall consist of 3/8” size washed pea gravel conforming to ASTM D 448 No. 8 gradation as follows:

U.S. Standard Sieve Size	% Passing By Weight
1/2 Inch	100

U.S. Standard Sieve Size	% Passing By Weight
3/8 Inch	85 - 100
No. 4	10 - 30
No. 8	0 - 10
No. 16	0 - 5

It should be noted that the layer of pea gravel may be substituted with a woven geotextile separation fabric/mesh provided by manufacturer of tree pit structure and/or made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
3. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
4. Tear Strength: 90 lbf (400 N); ASTM D 4533.
5. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

- F. Crushed Stone: Shall consist of 1/2" to 3/4" size washed stone conforming to gradation listed in Section M.01.09, Table I, Column VI of the RIDOT Standard Specifications.
- G. Tree: As indicated on Contract Drawings.

**2.5 Tree Pits**

- A. Precast Concrete Tree Vaults: Concrete vault (with a minimum H-20 curb loading capacity) having an open bottom, open sides, ADA compliant support/tree grate, and pea gravel or woven separator fabric/mesh as indicated on the Contract Drawings. The vault shall be set on a layer of crushed stone.
1. Structures shall have overall exterior dimensions of 5 feet wide by 5 feet long by 5 feet deep. Refer to Contract Drawings for basis-of-design manufacturer and model number and additional dimensional requirements.
  2. Tree grating shall be 4 feet by 4 feet ductile iron with a raw finish. Basis-of-design manufacturer and model shall be BostonTree Grates as manufactured by Urban Accessories or approved equal.
- B. Non-Woven Filter Fabric: Non-woven filter fabric shall meet the following requirements:
1. Filter fabric material shall conform to the following performance characteristics, measured per the test methods referenced:
    - a. 4 oz., nonwoven needle punched geotextile composed of 100% polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.
    - b. Grab Tensile Strength: ASTM D 4632: 115 lbs.
    - c. Grab Tensile Elongation: ASTM D 4632: 50%

- d. Trapezoidal Tear: ASTM D4533: 50 lbs.
  - e. Puncture: ASTM D4833: 65 lbs.
  - f. Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
  - g. Permittivity: ASTM D 4491: 2.0 sec -1
  - h. Flow Rate: ASTM D 4491: 140 gal/min/s.f.
2. Shall conform to Section 703.02.2 of the RIDOT Standard Specifications and shall be included on RIDOT's Approved Materials List for underdrain applications.

C. Engineered Soil Media:

- 1. Soil for bioretention planters shall have a sandy loam or loamy sand texture per USDA textural triangle. Soil mixture shall be 60 - 70% sand by volume; 15 - 25% topsoil or loam by volume; and 8 - 12% organic matter (consisting of partially decomposed Sphagnum Peat with 100% passing a 1/2" sieve, and a PH of 3.4 to 4.8; or ground pine bark mulch) by volume, with a maximum silt and clay content of 8%.
- 2. Soil mixture shall have a maximum silt and clay content of 8% by volume.
- 3. The soil shall be a uniform mix, free of stones, stumps, roots, or other similar objects larger than two inches. The soil shall be free of Bermuda Grass, Quackgrass, Johnson Grass, Mugwort, Nutsedge, Poison Ivy, Canadian Thistle, Tearthumb, or other noxious weeds.
- 4. Laboratory Testing:
  - a. Engineered soil media shall be tested for the following criteria:
    - 1) pH range 5.5-6.5
    - 2) Magnesium not to exceed 32 ppm
    - 3) Phosphorus P2O5 not to exceed 69 ppm
    - 4) Potassium K2O not to exceed 160 ppm
    - 5) Soluble salts not to exceed 500 ppm
  - b. Bioretention planters shall have a minimum of one test. Each test shall consist of both the standard soil test for pH, phosphorus, and potassium and additional tests of organic matter, and soluble salts. All testing results shall be performed by the same qualified testing facility.
  - c. Soil may be modified to adjust pH (higher) with lime or (lower) with iron sulfate plus sulfur.

- D. Pea Gravel: Shall consist of 3/8" size washed pea gravel conforming to ASTM D 448 No. 8 gradation as follows:

U.S. Standard Sieve Size	% Passing By Weight
1/2 Inch	100
3/8 Inch	85 - 100
No. 4	10 - 30
No. 8	0 - 10
No. 16	0 - 5

It should be noted that the layer of pea gravel may be substituted with a woven geotextile separation fabric/mesh provided by manufacturer of tree pit structure and/or made from

polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
  2. Grab Tensile Strength: 247 lbf (1100 N); ASTM D 4632.
  3. Sewn Seam Strength: 222 lbf (990 N); ASTM D 4632.
  4. Tear Strength: 90 lbf (400 N); ASTM D 4533.
  5. Puncture Strength: 90 lbf (400 N); ASTM D 4833.
  6. Apparent Opening Size: No. 60 (0.250-mm) sieve, maximum; ASTM D 4751.
  7. Permittivity: 0.02 per second, minimum; ASTM D 4491.
  8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.
- Crushed Stone: Shall consist of 1/2" to 3/4" size washed stone conforming to gradation listed in Section M.01.09, Table I, Column VI of the RIDOT Standard Specifications.

- E. Tree: As indicated on Contract Drawings.

## 2.6 Permeable Pavers

- A. Description: Shall consist of permeable pavers installed in locations and to the dimensions specified on the Contract Drawings.
1. Permeable Pavers: Shall consist of Eco-Priora Permeable Concrete Pavers as manufactured by Unilock or approved equal. Pavers shall meet the minimum material and physical properties set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units. Efflorescence is not a cause for rejection.
    - a. Average compressive strength 8000 psi (55MPa) with no individual unit under 7,200 psi (50 MPa).
    - b. Average absorption of 5% with no unit greater than 7% when tested according to ASTM C 140.
    - c. Resistance to 50 freeze-thaw cycles, when tested according to ASTM C1645, with no breakage greater than 1.0% loss in dry weight of any individual unit. Conduct this test method not more than 12 months prior to delivery of units.
  2. Color: Granite blend.
  3. Laying Pattern: Pattern E.
  4. Finish: Standard.
  5. Edge: Chamfer - 3 mm rolled
  6. Size: Manufacture the sizes indicated with a maximum tolerance of plus or minus 1/16 in all directions.
    - a. 120 mm (5 in) x 240 mm (10 in) x 80 mm (3-1/8 in) thick
    - b. 240 mm (10 in) x 240 mm (10 in) x 80 mm (3-1/8 in) thickNote: Imperial dimensions are nominal equivalents to the metric dimensions.
  7. Permeable Joint Opening Aggregate: Clean, crushed aggregate conforming to AASHTO #89 and the following gradation requirements:

U.S. Standard Sieve Size	% Passing By Weight
3/8 Inch	95 - 100
No. 4	20 - 55
No. 8	5 - 30
No. 16	0 - 10

8. Bedding Layer: Clean, crushed aggregate conforming to AASHTO #8 and the following gradation requirements:

U.S. Standard Sieve Size	% Passing By Weight
1/2 Inch	100
3/8 Inch	85 - 100
No. 4	10 - 30
No. 8	0 - 10
No. 16	0 - 5

9. Permeable Base Layer: Clean, washed stone aggregate conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 57 as follows:

U.S. Standard Sieve Size	% Passing By Weight
1-1/2 Inch	100
1 Inch	95 - 100
1/2 Inch	25 - 60
No. 4	0 - 10
No. 8	0 - 5

10. Reservoir Course: Clean, crushed stone aggregate conforming to ASTM C 33 and gradation requirements of ASTM D 448 No. 2 as follows:

U.S. Standard Sieve Size	% Passing By Weight
3 Inch	100
2- 1/2 Inch	90 - 100
2 Inch	35 - 70
1-1/2 Inch	0 - 15
3/4	0 - 5

11. Non-Woven Filter Fabric: Non-woven filter fabric shall meet the following requirements:

- a. Filter fabric material shall conform to the following performance characteristics, measured per the test methods referenced:
  - 1) 4 oz., nonwoven needle punched geotextile composed of 100% polypropylene staple fibers that are inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids.
  - 2) Grab Tensile Strength: ASTM D 4632: 115 lbs.
  - 3) Grab Tensile Elongation: ASTM D 4632: 50%
  - 4) Trapezoidal Tear: ASTM D4533: 50 lbs.



- 5) Puncture: ASTM D4833: 65 lbs.
  - 6) Apparent Opening Size: ASTM D 4751: 0.212 mm, 70 U.S. Sieve
  - 7) Permittivity: ASTM D 4491: 2.0 sec -1
  - 8) Flow Rate: ASTM D 4491: 140 gal/min/s.f.
- b. Shall conform to Section 703.02.2 of the RIDOT Standard Specifications and shall be included on RIDOT's Approved Materials List for underdrain applications.

## 2.7 Converting Existing 'Type F' Catch Basin to 'Type D' Catch Basin & Converting Existing 'Type D' Catch Basin to Drain Manhole

1. Description: Convert existing "Type F" catch basin to a "Type D" catch basin and an existing "Type D" catch basin to drain manhole in accordance with the dimensions and details indicated on the Contract Drawings or as directed by the Engineer.
2. Materials used shall conform to the requirements of Sections 702.02.1 and 704.02 of the RIDOT Standard Specifications.
  - a. Clay Brick, Concrete Masonry Units, Lime, Mortar, Frames, Grates, Covers, and Ladder Rungs shall conform to the applicable requirements of Section M.04.03 of the RIDOT Standard Specifications.
    - 1) Mortar: Shall conform to Section M.04.03.5 of the RIDOT Standard Specifications.
    - 2) Clay Brick: Shall conform to Section M.04.03.1 of the RIDOT Standard Specifications for Sewer Brick (AASHTO M91, Grade SM).
  - b. Gravel Borrow: See Section 02300 "Earth Moving."
  - c. Concrete: Concrete for these structures (including for concrete collars) shall conform to the applicable requirements of Section 601 of the RIDOT Standard Specifications for Class A concrete.
  - d. Frame and Cover: In accordance with Contract Drawings.
  - e. Pipe Connections: Non-shrink/hydraulic cement grout (ASTM C1107). in accordance with Section 819.02.2 of the RIDOT Standard Specifications.
  - f. Granite Inlet Stone: Granite shall conform to ASTM C615 and adhere to the dimensions shown on the Contract Drawings.

## 2.8 Reconstructing Drainage Structures

1. Description: Reconstructing the upper portion of existing drainage structures/catch basins in accordance with the dimensions and details indicated on the Contract Drawings or as directed by the Engineer.
2. Materials used shall conform to the requirements of Sections 702.02.1 and 704.02 of the RIDOT Standard Specifications.
  1. Clay Brick, Concrete Masonry Units, Lime, Mortar, Frames, Grates, Covers, and Ladder Rungs shall conform to the applicable requirements of Section M.04.03 of the RIDOT Standard Specifications.
    - a. Mortar: Shall conform to Section M.04.03.5 of the RIDOT Standard Specifications.

- b. Clay Brick: Shall conform to Section M.04.03.1 of the RIDOT Standard Specifications for Sewer Brick (AASHTO M91, Grade SM).
2. Gravel Borrow: See Section 02300 "Earth Moving."
3. Concrete: Concrete for these structures (including for concrete collars) shall conform to the applicable requirements of Section 601 of the RIDOT Standard Specifications for Class A concrete.
4. Frame and Cover: In accordance with Contract Drawings.
5. Pipe Connections: Non-shrink/hydraulic cement grout (ASTM C1107). in accordance with Section 819.02.2 of the RIDOT Standard Specifications.

### **PART 3 - EXECUTION**

#### **3.1 Pipes And Fittings**

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

#### **3.2 Pipe Joint Construction**

- A. General: Join and install pipe and fittings according to installations indicated.
- B. HDPE Pipe and Fittings:
  1. Join pipe with soil tight joints according to manufacturer's written instructions.
  2. Install according to ASTM D 2321 and manufacturer's written instructions.
  3. Install corrugated piping according to the Corrugated Polyethylene Pipe Association's "Recommended Installation Practices for Corrugated Polyethylene Pipe and Fittings."
- C. Pipe joints and storm drain connections must be adequately sealed to avoid water seeping through pipe or structure joints. Pipe sections shall be coupled using suitable connection rings and flanges. Field connections to stormdrain structures and pipes shall be sealed with polymer grout material that is capable of adhering to surfaces.

#### **3.3 Catch Basins**

- A. Construct catch basins to sizes and shapes indicated.
- B. Install catch basin in locations indicated.
- C. Backfill and compact materials as specified in Section 31 20 00 "Earth Moving."

- D. Install catch basins in locations indicated.
  - 1. Set frames and grates to elevations indicated on the Drawings.
- E. Pipe connections to existing structures shall be performed in accordance with Section 710 of the RIDOT Standard Specifications.

### 3.4 Curbside Bioretention Planter

- A. Engineered Soil Media and Planter Curbing
  - 1. Excavate to bottom of engineered soil media and footings as indicated on the Contract Drawings.
  - 2. Install granite planter curb to the elevation and dimensions indicated on the Contract Drawings. The curb may be temporarily supported by using concrete block or other means. Align wall/curb as required to have a vertical face and grout into place.
  - 3. Install granite curb sediment forebay berm. Create notch in curbing as indicated on the Contract Drawings.
  - 4. Install dowels into curbing as indicated on the Contract Drawings and grout in place.
  - 5. Install cast-in-place concrete footings taking care not to compact subgrade outside of the footprint of the footing and avoiding more than a 3-inch protrusion of any portion of the concrete footing into the interior of the bioretention planter.
  - 6. After installation of footings, scarify the bottom of the excavation prior to placing filter media.
  - 7. Install mortar between joints of planter curb.
  - 8. Place engineered soil media within the bioretention planters in 12-inch maximum lifts. Installation of soils shall be done in a manner that will ensure adequate filtration. No additional manual compaction of soil shall be performed. Equipment should operate from the top of the excavation to avoid compaction within the footprint of the bioretention area. Allow time for natural compaction and settlement between lifts. Rake soil material as needed to level out. Overfill above the proposed surface elevation to accommodate natural settlement to final grade. Engineered soil media shall not be placed when the subgrade or engineered soil media is frozen, excessively wet, extremely dry, or in a condition otherwise detrimental to the proposed seeding, planting or soil structure.
  - 9. In order to speed up the natural compaction process, presoak the engineered soil media within the bioretention planter. If weather and construction scheduling permit, allow natural settlement to occur with the help of rain events to presoak the bioretention soil media. Otherwise, use potable water.
  - 10. The material delivered to the site shall be visually and continuously inspected by Engineer during construction to ensure that it is consistently the same material previously approved and delivered to the site. If changes in material occur, soil delivery shall cease immediately, the Contractor shall not incorporate the new material into the work until the material meets these specifications. The Contractor shall test the new material as a new source and submit his results to the Engineer for his/her approval as outline above. If the Engineer rejects the material, the Contractor shall immediately remove the material from the project site at no additional cost.
  - 11. After engineered soil media placement and final grading, no heavy equipment, pickup trucks, or other construction vehicles shall be permitted to travel on these completed areas. The

Contractor shall, through mechanical raking and hand grading with rakes and shovels, grade all areas around fences, pipes and other structures in preparation for seeding or planting.

12. The Contractor shall, as part of the engineered soil media spreading operation, mechanically rake and clean all undesirable materials from the Engineered Soil prior to seeding or planting operations. The soil shall be firm prior to seeding operations. The discing of the soil just prior to seeding is not permitted. The method for this work must be accepted by the Engineer.
13. The Contractor shall dispose of all undesirable materials raked from the engineered soil media at no additional costs.

**B. Pretreatment Sediment Forebays**

1. Install cobblestones atop a compacted layer of gravel borrow and bedding sand.
2. Install weep holes in locations indicated on the Contract Drawings. Trim any excess material set to form the weep hole flush with the finished surface of the forebay.
3. Clean joints and install grout in between joints of cobblestones. Remove any excess grout from stones and discard it.

**C. Wheel Guard Plates**

1. Notch out the top of granite curb on each side of the inlet curb opening notch to accommodate installation of wheel guard plate. The depth of the notch along top of granite curbing shall match the thickness of the wheel guard plate such that the top of the plate is flush with top of adjacent granite curbing.
2. Secure plate to curbing using stainless steel bolts as recommended by plate manufacturer.

**D. Inlet Screen Covers**

1. Attach the cover to the inside of the curb opening notch such that the cover and associated attachments do not extend past the roadside face of curb (to avoid conflicts with future plowing operations).

**3.5 Tree Filter Boxes**

- A. Excavate to bottom of crushed stone and excavation limits as indicated on the Contract Drawings.
- B. Install tree filter box and components in accordance with manufacturer's instructions.

**3.6 Tree Pits**

- A. Excavate to bottom of crushed stone and excavation limits as indicated on the Contract Drawings.
- B. Install tree filter box and components in accordance with manufacturer's instructions.

**3.7 Permeable Pavers**

- A. Compact subgrade uniformly to at least 95 percent Modified Proctor per ASTM D 1557.
- B. Install non-woven filter fabric along the sides of the excavation.

- C. Install the reservoir course in uniform lifts not exceeding 6 inches loose thickness and compact with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the roller. Do not exceed the specified surface grade of the reservoir course material by more than 3/4± inches.
- D. Install the permeable base layer atop the reservoir course layer in uniform lifts not exceeding 6 inches and compact to at least 95 percent as per ASTM D 4254 with at least two passes in the vibratory mode then at least two in the static mode with a minimum 10 ton vibratory roller until there is no visible movement. Do not crush aggregate with the compaction device. Do not exceed the specified surface grade of the compacted permeable base layer more than 1/2± inches. Grade and compact the upper surface of the permeable base layer material sufficiently to prevent infiltration of the bedding layer to be installed above it. Aggregate material both during construction and throughout its service life.
- E. Install the bedding layer atop the permeable base layer. Provide and spread the bedding layer aggregate evenly over the permeable base layer and screed to a nominal thickness of 1-1/2 inches. Protect the screeded bedding layer from being disturbed.
- F. Screed only the area which can be covered by pavers in one day. Do not use bedding layer aggregate material to fill depressions in the permeable base layer surface. Keep moisture content constant and density loose and constant until the permeable pavers are set and compacted.
- G. Install permeable pavers in accordance with manufacturer instructions. Replace unit pavers with chips, cracks, voids, discolorations, and other defects that might be visible in finished work prior to installation. Vibrate pavers into leveling course with a low-amplitude plate vibrator capable of a 5000-lbf (22-kN) compaction force at 80 to 90 Hz. Perform at least three passes across paving with vibrator. Vibrate only after edge pavers are installed and there is a completed surface. Protect concrete paver surface from scuffing during compaction by utilizing a urethane pad. Remove any cracked or structurally damaged pavers and replace with new units prior to installing Permeable Joint Opening Aggregate material.
- H. Provide, spread and sweep Permeable Joint Opening Aggregate into joints immediately after vibrating pavers until full. Vibrate pavers and add Permeable Joint Opening Aggregate material until joints are completely filled, then remove excess material. This will require at least 4 passes with a plate compactor. Remove excess Permeable Joint Aggregate broom clean from surface when installation is complete.

### **3.8 Converting Existing 'Type F' Catch Basin to 'Type D' Catch Basin & Converting Existing 'Type D' Catch Basin to Drain Manhole**

- A. This work shall consist of converting the existing 'Type F' catch basin to a 'Type D' catch basin at the northeastern corner of the Pine Street/Barton Street Intersection; and converting the existing 'Type D' catch basin to drain manhole at the southeastern corner of the Pine Street/Cross Street

Intersection in accordance with the dimensions and details indicated on the Contract Drawings or as directed by the Engineer.

- B. This work shall consist of converting the existing 'Type D' catch basin to a drain manhole also at the southeastern corner of the Pine Street/Cross Street intersection by removing its frame/cover and adjacent drop inlet stone and reconstructing/remodeling its top section and adjusting its frame/cover to meet the sidewalk grade/elevation shown on the Contract Drawings or as directed by the Engineer and/or Owner in accordance with Section 704 of the RIDOT Standard Specifications.

### 3.9 Reconstructing Drainage Structures

- A. This work shall consist of removing and disposing upper portion of catch basin structure, granite top slab (if present), inlet stone, metal edging (if present), and drain cover (unless indicated to adjust) and then reconstructing/remodeling the top sections and installing new or adjusting its frame/cover to meet the sidewalk grade/elevation shown on the Contract Drawings or as directed by the Engineer and/or Owner in accordance with Section 704 of the RIDOT Standard Specifications.

### 3.10 Field Quality Control

- A. Drainage Piping and Structures:
  - 1. Clear interior of piping and structures of dirt and superfluous material as work progresses. Maintain swab or drag in piping, and pull past each joint as it is completed.
  - 2. In large, accessible piping, brushes and brooms may be used for cleaning.
  - 3. Place plug in end of incomplete piping at end of day and when work stops.
  - 4. Flush piping between structures to remove collected debris, if required by authorities having jurisdiction.
  - 5. Defects requiring correction include:
    - a. Alignment: Less than full diameter of inside of pipe is visible between structure.
    - b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
    - c. Damage: Crushed, broken, cracked, or otherwise damaged piping.
    - d. Infiltration: Water leakage into piping.
    - e. Exfiltration: Water leakage from or around piping.
  - 6. Replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
  - 7. Reinspect and repeat procedure until results are satisfactory.
- B. Permeable Pavers:
  - 1. Verify final elevations for conformance to the Contract Drawings after sweeping the surface clean.
    - a. Prevent final permeable paver finished grade elevations from deviating more than  $\pm 3/8$  in. under a 10 ft (3 m) straightedge or indicated slope, for finished surface of paving.

- b. Lippage: No greater than 1/32 inch difference in height between permeable pavers and adjacent paved surfaces.
- C. Curbside Bioretention Planters, Tree Filter Boxes, and Tree Pits
  - 1. Disallow the practice of mixing material onsite. Blending engineered soil media should be done in a controlled setting instead of in the field. Material source testing is required prior to blending to ensure consistency. Testing is also required periodically through the blending process to ensure compliance.
  - 2. Any stone (including cobblestones) used within the bioretention planters shall be washed and remain free of sediment prior to installation.
  - 3. Planter curbing/walls, sediment forebay bottom and curbing, tree box filter structures, and planter and tree box filter surfaces shall have a vertical and horizontal tolerance of plus or minus 1 inch.
  - 4. The rim of the overflow structure shall be within plus or minus 1 inch of the elevation specified on the Contract Drawings.

### **3.11 Cleaning**

- A. Clean interior of piping and structures of dirt and superfluous materials. Flush with water.

## **PART 4 - METHOD OF MEASUREMENT**

- A. Curbside Bioretention Planters will be measured by the number of linear feet installed in accordance with the Drawings and/or as directed by the Engineer. The linear feet measurement will be the distance between the exterior of the curb at both ends as measured parallel to the adjoining roadway.
- B. Tree Filter Boxes (4'x6', 4'x8', and 4'x10') will be measured by each complete unit furnished, delivered, and installed for each size specified on the Drawings.
- C. Tree Pits will be measured by each complete unit furnished, delivered, and installed.
- D. Permeable pavers will be measured by the number of square feet actually installed in accordance with the Drawings and/or as directed by the Engineer.
- E. All other items associated with this work will not be measured for payment.

## **PART 5 - BASIS OF PAYMENT**

- A. The accepted quantity of Curbside Bioretention Planters shall be paid for at the contract unit price per linear foot of planter installed complete and in-place. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner including, but not limited to, the curbside bioretention planter components (with plantings).

- B. The accepted quantity of Tree Filter Boxes (4'x6', 4'x8', and 4'x10') shall be paid for at the contract unit price per each type of tree filter box installed complete and in place. This includes all tree filter box components. The price for these tree filter boxes constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner. The unit price for each type of tree box filter shall also include compensation for furnishing and installing trees within the tree box filters.
  
- C. The accepted quantity of Tree Pits shall be paid for at the contract unit price per each tree pit installed complete and in place. This includes all tree pit components. The price for these tree pits constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner. The unit price for each type of tree pit shall also include compensation for furnishing and installing trees within the tree pits.
  
- D. The accepted quantity of Permeable Pavers shall be paid for at the contract unit price per square foot for that item. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner including, but not limited to, the permeable pavers, joint opening aggregate, bedding layer, base layer, reservoir course, and non-woven filter fabric.
  
- E. All remaining work shall be paid as part of the lump sum Contract Base Bid Price. The price for this work constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

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## SECTION 02741 - ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specifications and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. Section Includes:
  - 1. Hot-mix asphalt paving.
  - 2. Temporary bituminous ramps at the beginning and end sections of roadway reconstruction proposed for Pine Street in addition to full-depth sawcut locations at intersections with side streets.
  - 3. Temporary pedestrian ramps where temporary crosswalks are required to be constructed as part of traffic management operations.
  - 4. Adjusting drain, electric, telecommunications manholes and catch basins to grade including, but not limited to, their respective frames and covers and/or grates.
  - 5. Adjusting water gate, gas gate, and miscellaneous gate boxes to grade.
  - 6. Adjusting granite bounds.
- B. Related Requirements:
  - 1. Section 02230 "Site Clearing"
  - 2. Section 02300 "Earth Moving"

#### 1.3 Definitions

- A. Bituminous Concrete Roadway Binder Course (Class 19 HMA Binder Course): Asphalt-aggregate layer placed over subgrade and aggregate base course; and beneath bituminous concrete surface course.
- B. Bituminous Concrete Roadway Surface Course (Class 9.5 HMA Surface Course): The asphalt-aggregate top course of a bituminous concrete pavement, sometimes called a wearing course.
- C. RIDOT: Rhode Island Department of Transportation.

#### 1.4 Action Submittals

- A. Product Data: For each type of product/asphalt mix indicated on the Drawings.
  - 1. Include technical data and tested physical and performance properties.
    - a. Job-Mix Designs: For each job mix proposed for the Work.

### 1.5 Informational Submittals

- A. Qualification Data: For manufacturer and testing agency.
- B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
- C. Material Test Reports: For each paving material, by a qualified testing agency.

### 1.6 Quality Assurance

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.
- B. Supplier Qualifications: A qualified supplier registered with and approved by RIDOT.
- C. Regulatory Requirements: Comply with the RIDOT Standard Specifications for bituminous concrete paving work.
- D. Asphalt-Paving Publication: Comply with AI MS-22, "Construction of Hot Mix Asphalt Pavements," unless more stringent requirements are indicated.
- E. Preinstallation Conference: Conduct conference at Project Site.
  - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
    - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
    - b. Review condition of subgrade and preparatory work.
    - c. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.
    - d. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.

### 1.7 Delivery, Storage, and Handling

- A. Transport bituminous concrete mixture in tight body trucks that have been previously cleaned of foreign material.
  - 1. Tightly cover trucks with waterproof canvas or other suitable covers.
- B. Deliver mixture within 25 deg F of approved job mix formula temperature.

## 1.8 Field Conditions

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
1. Tack Coat: Minimum surface temperature of 60 degrees F.
  2. Asphalt Binder Course: Minimum surface temperature of 40 degrees F and rising at time of placement.
  3. Asphalt Surface Course: Minimum surface temperature of 60 degrees F at time of placement.

## PART 2 - PRODUCTS

### 2.1 Bituminous Concrete

- A. Dense graded hot mix asphalt (HMA) pavement shall conform to Section 401 of the RIDOT Standard Specifications. The HMA shall be composed of a mixture of aggregate, PGAB, and filler if required. The aggregate shall be sized, graded and combined in such proportions that the resulting mixture meets the gradation requirements of the job mix formula (JMF).
- B. Performance-Graded Asphalt Binder (PGAB): All grades shall conform to AASHTO M 320 and R29. The PGAB shall meet the requirements of PG 64S-28 with the exception of both Class 19.0 and mixes designated as "Base Course" which shall incorporate PG 64S-22 for mixes with less than 15% RAP. Both Class 19.0 and "Base Course" mixes with 15 to 25 percent RAP shall incorporate PG 58S-28. Should a class of HMA be designated as "Modified", the binder shall meet the requirements of PG 64E-28 and shall incorporate at least 2.0% SBS polymer. The non-recoverable creep compliance versus percent recovery of the binder shall be plotted and must fall above the curve in Figure X1.1 in Appendix X1 of AASHTO M 332.
- C. Aggregate: Shall be in conformance with Subsection M.03.02.2 of the RIDOT Standard Specifications and AASHTO M 323.
- D. Filler: Shall be in conformance with Subsection M.03.02.3 of the RIDOT Standard Specifications.

### 2.2 Asphalt Emulsion Tack Coat

- A. Asphalt Emulsion Tack Coat: Shall conform to Section M.03; Materials and Section 403; Asphalt Emulsion Tack Coat of the Standard Specifications.

### 2.3 Bituminous Concrete Mixes

- A. Bituminous Concrete Mix Design: Shall conform to shall conform to Section 401 of the RIDOT Standard Specifications. The following mixes shall be used:
1. Class 19.0 HMA for binder course used in full-depth roadway reconstruction and for bituminous concrete driveways.

2. Class 9.5 HMA for surface course used in full-depth roadway reconstruction and for bituminous concrete driveways.

Each mix shall meet the gradation requirements listed within the table below:

	<b>Class 19.0</b>	<b>Class 12.5</b>	<b>Class 9.5</b>	<b>Class 4.75</b>
25.0mm (1")	100%	100%	100%	100%
19.0mm (3/4")	90% - 100%	100%	100%	100%
12.5mm (1/2")	90% max	90% - 100%	100%	100%
9.5mm (3/8")	-	90% max	90% - 100%	95% - 100%
4.75mm (#4)	-	-	90% max	85% - 100%
2.36mm (#8)	± 5% from design	± 5% from design	± 5% from design	-
1.18mm (#16)	-	-	-	±5% from design
0.075mm (#200)	≥2%	≥2%	≥2%	≥2%
Control Sieve	2.36mm (#8)	2.36mm (#8)	2.36mm (#8)	1.18mm (#16)

## **2.4 Temporary Bituminous Ramps**

- A. Temporary Bituminous Pedestrian Ramps: Shall consist of a high-performance cold patching material conforming to Section M03.04 of the RIDOT Standard Specifications.
- B. Temporary Bituminous Ramps for Cut and Match Applications: Shall consist of a Class 9.5 HMA and providing a temporary HMA bond breaker in accordance with Section 932 of the RIDOT Standard Specifications.

## **PART 3 - EXECUTION**

### **3.1 Examination**

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph
  2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

### 3.2 Surface Preparation

- A. General: Immediately before placing bituminous concrete, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
  - 1. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- B. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
  - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
  - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

### 3.3 Bituminous Concrete Placing

- A. Machine place hot bituminous concrete on prepared surface, spread uniformly, and strike off. Place by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
  - 1. Place bituminous concrete base course in a single lift.
  - 2. Place bituminous concrete surface course in a single lift.
  - 3. Spread mix at minimum temperature of 250 deg F.
  - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
  - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in bituminous concrete paving mat.
  - 6. In areas inaccessible to pavers, use staked forms to maintain indicated line and grade. Prevent segregation of mix when placing mix by hand.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
  - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete a section of bituminous concrete base course before placing bituminous concrete surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot bituminous concrete to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.4 Joints

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
  - 1. Clean contact surfaces and apply tack coat to joints.
  - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.

3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
6. Compact asphalt at joints to a density within 2 percent of specified course density.

### **3.5 Compaction**

- A. Roadways: Compaction shall be in accordance with Subsection 401.03.6; Compaction of RIDOT's Standard Specifications.

### **3.6 Temporary Bituminous Ramp**

- A. Temporary ramps are required at the beginning and end sections of roadway reconstruction proposed for Pine Street in addition to full-depth sawcut locations at intersecting side streets and at bituminous driveway locations during the period when Pine Street pavement is removed and replaced. Temporary ramps shall provide a transition at longitudinal drop-offs between proposed and existing driveway and/or roadway grades.
  1. When the drop off or existing pavement width is less than 4-inches, gravel borrow may be used to create the ramp.
  2. When the drop off or existing pavement depth exceeds 4-inches), Class 9.5 HMA shall be used to create the ramp along with a bond breaker.
  3. Temporary ramp slopes shall not exceed 5%.
  4. Install as indicated on the Contract Drawings.

### **3.7 Installation Tolerances**

- A. Pavement Thickness: Shall conform to Subsection 401.04.1 of the RIDOT Standard Specifications. Compact each course to produce the thickness indicated within the following tolerances:
  1. Base Course: Plus or minus 1/2 inch.
  2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  1. Base Course: 1/4 inch.
  2. Surface Course: 1/8 inch.
  3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

### 3.8 Weather Limitations

Weather Limitations: shall conform to Subsection 401.03.9; Weather Limitations and Subsection 401.03.10; Cold Weather Paving of RIDOT's Standard Specifications.

### 3.9 Field Quality Control

- A. Testing Agency: The Contractor will be responsible for retaining the testing agency for required testing.
  - 1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from specified requirements.
- B. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- C. Thickness: In-place compacted thickness of bituminous concrete courses will be determined according to ASTM D 3549.
- D. Surface Smoothness: Finished surface of each bituminous concrete course will be tested for compliance with smoothness tolerances.
- E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to AASHTO T 168.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of bituminous concrete mixture delivered daily to site, prepared according to AASHTO T 209, and compacted according to job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726. In-place density shall be a minimum of 95 percent of Marshall density as determined at the plant.
    - a. One test shall be performed for every 1000 sq. yd. or less of installed pavement.
- F. Remove and replace or install additional bituminous concrete where test results or measurements indicate that it does not comply with specified requirements.

### 3.10 Adjust Drainage and Utility Structures to Grade

- A. This work consists of adjusting the frames and covers or grates of existing drainage catch basins and sanitary/drainage manholes, electric manholes, and telecommunications manholes to interim and final grades as indicated on the Contract Drawings or as directed by the Engineer and/or Owner, in accordance with Section 707 of the RIDOT Standard Specifications.

### 3.11 Adjust Utility Gate Boxes to Grade

- A. This work consists of adjusting existing utility gate boxes, utility valve gates, and curb stops to interim and final grades as indicated on the Contract Drawings or as directed by the Engineer and/or Owner, in accordance with Section 713 of the RIDOT Standard Specifications.



**3.12 Adjust Granite Bounds to Grade**

This work consists of adjusting granite bounds to interim and final grades as indicated on the Contract Drawings or as directed by the Engineer and/or Owner.

**3.13 Waste Handling**

- A. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an approved landfill if not stockpiled in Contractor's yard.
  - 1. Do not allow excavated materials to accumulate on-site.

**PART 4 - METHOD OF MEASUREMENT**

- A. Items associated with this work will not be measured for payment.

**PART 5 - BASIS OF PAYMENT**

- A. This work shall be paid as part of the lump sum Total Contract Base Bid Price. The price for this work includes full and complete compensation for all labor, materials and equipment, and for all other incidentals required to finish the work, complete and accepted by the Engineer/Owner.

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## SECTION 02742 - CONCRETE PAVING

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specification and Division 1 Specification Sections, apply to this Section

#### 1.2 Summary

- A. Section Includes:
  - 1. Type I, II, and III Concrete Wheelchair Ramps (with Detectable Warning Panels).
  - 2. Standard and Heavy-Duty Cement Concrete Sidewalks.
  - 3. Concrete Driveway Through Sidewalks.
- B. Related Sections:
  - Section 02300 "Earth Moving".

#### 1.3 Definitions

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.
- B. Detectable Warning Panels: Panels with truncated domes in an arrayed pattern that is compliant with Americans with Disabilities Act (ADA) warning and directional systems for the visually impaired.
- C. Heavy-duty Cement Concrete Sidewalk: Cement concrete sidewalk consisting of an 8-inch thick layer of reinforced Portland cement concrete. It is anticipated that these areas of sidewalk could be impacted by the turning movements of larger sized delivery vehicles.
- D. Standard Cement Concrete Sidewalk: Cement concrete sidewalk consisting of a 4-inch thick layer of reinforced Portland cement concrete. It is not anticipated that these areas of sidewalk could be impacted by the turning movements of larger sized delivery vehicles.
- E. Type I Wheelchair Ramp - Cement concrete wheelchair ramp, consisting of an 8-inch thick layer of reinforced Portland cement concrete, which is located in a sidewalk area where the wheelchair ramp and landing occupies the entire width of the sidewalk area.
- F. Type II Wheelchair Ramp - Cement concrete wheelchair ramp, consisting of an 8-inch thick layer reinforced Portland cement concrete, which is located in a sidewalk area that exceeds 11 feet in width where the extents of the wheelchair ramp occupies a only a portion of the width of the sidewalk area.

- G. Type III Wheelchair Ramp - Cement concrete wheelchair ramp, consisting of an 8-inch thick layer reinforced Portland cement concrete, which is located in a sidewalk area where the ramp landing occupies the entire width of the sidewalk area along the corner of an intersection.
- H. Concrete Driveway Through Sidewalk - Cement concrete sidewalk consisting of an 8-inch thick layer of reinforced Portland cement concrete that will also function as a driveway entrance.

#### **1.4 Action Submittals**

- A. Product Data: For each type of product indicated including detectable warning panels.
- B. Other Action Submittals:
  - 1. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

#### **1.5 Informational Submittals**

- A. Qualification Data: For qualified installer of detectable warnings, ready-mix concrete manufacturer, and testing agency.
- B. Material Certificates: For the following, from manufacturer:
  - 1. Cementitious materials.
  - 2. Steel reinforcement/wire fabric and reinforcement accessories.
  - 3. Admixtures.
  - 4. Curing compounds.
  - 5. Bonding agent or epoxy adhesive.
  - 6. Joint fillers.
- C. Material Test Reports: Provide Sieve Analysis for each of the following:
  - 1. Aggregates.
- D. Field quality-control reports.

#### **1.6 Quality Assurance**

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.
- B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
- D. Concrete Testing Service: Engage a qualified testing agency to perform material evaluation tests and to design concrete mixtures.
- E. ACI Publications: Comply with ACI 301 unless otherwise indicated.
- F. Preinstallation Conference: Conduct conference at Project location.
  1. Review methods and procedures related to concrete paving, including but not limited to, the following:
    - a. Concrete mixture design.
    - b. Quality control of concrete materials and concrete paving construction practices.
    - c. Standard versus heavy-duty cement concrete sidewalk locations.
- G. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, 2004 Edition (Amended August 2024)” and issued supplements. This document will be referred to, herein, as the “RIDOT Standard Specifications.”

## **1.7 Project Conditions**

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as documented on Traffic Management Plans included within the Contract Drawings.
- B. Concrete sidewalk and wheelchair ramp concrete pours within the immediate vicinity of all residential and commercial driveways (including the Furniture Depot and Mahoney’s Scrap Iron driveways) shall be coordinated with property owners such that concrete will be allowed to effectively cure over a period with few to no deliveries or vehicular impact in order to minimize the potential for damage. The contractor shall adequately notify and coordinate with the adjacent residence and building owners prior to installation of concrete.

## **PART 2 - PRODUCTS**

### **2.1 Forms**

- A. Form Materials: Wood or metal in accordance with Section 905.03.3 of RIDOT’s Standard Specifications. Form materials shall provide for a full-depth, continuous, straight, and smooth exposed surface.
  1. Use flexible or uniformly curved forms for curves with a radius of 100 feet (30.5 m) or less. Do not use notched and bent forms.

- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

## 2.2 Steel Reinforcement

- A. Welded Wire Fabric: Shall consist of 6x6-W1.4xW1.4 or 6x6W2.0xW2.0 welded wire fabric reinforcing (as indicated on the Contract Drawings) conforming to the requirements of Section M.05.03.1 of the RIDOT Standard Specifications.
- B. Epoxy-Coated, Joint Dowel Bars: Dowel bars shall be #5 epoxy coated bars, 24 inches long.

## 2.3 Concrete Materials

- A. Portland Cement Concrete: Portland cement shall conform to the requirements of Section M.02 of the RIDOT Standard Specifications and be listed on the Department's Approved Materials List.
- B. Coarse and Fine Aggregate shall conform to the requirements of Subsections M.02.03 and M.02.02 of the RIDOT's Standard Specifications, respectively.
- C. Water: Potable and complying with ASTM C 94/C 94M. Water shall not contain any impurities in sufficient amounts to cause discoloration of the concrete or produce etching of the surface.
- D. Chemical Admixtures: Calcium Chloride in any form shall not be used in any Portland cement concrete. No chemical admixtures shall be used in the work unless they are approved by the Engineer. Chemical admixtures shall be those listed on the Department's Approved Materials List and shall conform to the requirements below:
  - 1. Chemical Admixtures - AASHTO M194
  - 2. Air-entraining Admixtures - AASHTO M154.
- E. Vibrators: Vibrators, for full width vibration of concrete paving, may be either the surface pan type or the internal types with either immersed tube or multiple spuds. They may be attached to the spreader or the finishing machine, or may be mounted on a separate carriage to accommodate either slip form or side form paving methods. They shall not come in contact with the joint, load transfer devices, subgrade, reinforcing, or side forms.
  - 1. The frequency of the surface vibrators shall not be less than 3,500 impulses per minute and the frequency of the internal type shall not be less than 5,000 impulses per minute for tube vibrators and not less than 7,000 impulses per minute for spud vibrators.
  - 2. Vibrators shall be rubber tipped to prevent damage to epoxy-coated reinforcing steel.

## 2.4 Curing Materials

- A. Burlap Cloth: Burlap cloth made from jute or Kenaf shall conform to the requirements of AASHTO M182 Class 2 or 4. Burlap shall be clean and free from cuts, tears, uneven weaving and contaminants.

- B. Sheet Materials for Curing Concrete: The use of waterproof paper is not allowed as a curing medium for Portland cement concrete.
  - 1. Moisture-Retaining Cover: ASTM C 171, polyethylene film.
  - 2. Plastic coated fiber Blanket: White plastic coated fiber blankets or white plastic coated absorbent synthetic fiber blankets shall conform to the test requirements of AASHTO M171, for white-burlap polyethylene sheets, for moisture loss and reflectance.
- C. Liquid Membrane Curing Compound: White plastic coated fiber blankets or white plastic coated absorbent synthetic fabric blankets shall conform to the test requirements of AASHTOM171, Table 1, for white-burlap polyethylene sheets, for moisture loss and reflectance.

## **2.5 Concrete Mixtures**

- A. Shall be Class XX min and have a minimum 28-day compressive strength of 4,000 psi in accordance with Section 601 of the RIDOT Standard Specifications.

## **2.6 Admixtures**

- A. Chemical Admixtures: Calcium Chloride in any form shall not be used in any Portland cement concrete. No chemical admixtures shall be used in the work unless they are approved by the Engineer. Chemical admixtures shall be those listed on the Department's Approved Materials List and shall conform to the requirements below:
  - 1. Chemical Admixtures - AASHTO M194
  - 2. Air-entraining Admixtures - AASHTO M154.

## **2.7 Detectable Warning Panels**

- A. Detectable warning panels shall be of dimension shown on the Contract Drawings or as directed by the Owner/Engineer and of a color contrast within ADA standards and the discretion of the Owner. The panels shall be gray cast iron conforming to AASHTO M105 and AASHTO M306 and Section 905 of the RIDOT Standard Specifications. The panels shall have integrally cast domes and shall be manufactured with integral embedment lugs for the express installation into fresh unset Portland cement concrete.

## **PART 3 - EXECUTION**

### **3.1 Examination**

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances. The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor before placing the concrete. When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.
- B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
  2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 Preparation

- A. Remove loose material from compacted subbase surface immediately before placing concrete.
- B. When side forms have been securely set to grade, the subgrade or base course shall be brought to proper cross section.
1. High areas shall be trimmed to proper elevation.
  2. Low areas may be filled and compacted to a condition similar to that of surrounding grade, or filled with concrete integral with the pavement.
  3. The finished grade shall be maintained in a smooth and compacted condition until the pavement is placed.

### 3.3 Concrete Mixing, Delivery, and Discharge

- A. Concrete may be mixed at the site of construction, at a central point, or in transit mixers, all in accordance with these Specifications.
1. Equipment - Mixers and Agitators. Mixers may be stationary mixers or truck mixers. Agitators may be truck mixers or truck agitators.
    - a. Stationary mixers shall be equipped with a metal plate or plates on which are plainly marked the mixing speed of the drum or paddles, and the maximum capacity in terms of the volume of mixed concrete. When used for the complete mixing of concrete, stationary mixers shall be equipped with an acceptable timing device that will not permit the batch to be discharged until the specified mixing time has elapsed.
    - b. Each truck mixer or agitator shall have attached thereto in a prominent place a metal plate or plates on which are plainly marked the gross volume of the drum, the capacity of the drum or container in terms of the volume of the mixed concrete, and the minimum and maximum mixing speeds of rotation of the drum, blades, or paddles. When the concrete is truck-mixed the volume of concrete mixed per batch shall not exceed the mixer's nominal capacity as shown on the manufacturer's standard rating plate on the mixer, except that an overload up to 10 percent above the mixer's nominal capacity may be permitted, provided concrete test data for strength, segregation, and uniform consistency are satisfactory, and provided no spillage of concrete takes place.
    - c. Truck mixers and agitators shall be equipped with means by which the number of revolutions of the drum, blades, or paddles may be readily verified. Truck mixers



- must also have a means of measuring the amount of water added during retempering such as a water meter or other method approved by the Engineer.
- d. All stationary and truck mixers shall be capable of combining the ingredients of the concrete within the specified time or number of revolutions specified herein into a thoroughly mixed and uniform mass and of discharging the concrete so that no less than 5 of the 6 requirements shown in AASHTO M157-93 Table A1 shall have been met.
  - e. The agitator shall be capable of maintaining the mixed concrete in a thoroughly mixed and uniform mass and of discharging the concrete with a satisfactory degree of uniformity as defined by AASHTO M157-93 Annex A1.
  - f. Slump tests of individual samples taken after discharge of approximately 15 percent and 85 percent of the load may be made for a quick check of the probable degree of uniformity. These two samples shall be obtained within an elapsed time of not more than 15 minutes. If these slumps differ more than that specified in AASHTO M157-93 Annex A1, the mixer or agitator shall not be used unless the condition is corrected.
  - g. Mixers and agitators shall be examined or weighted routinely as frequently as necessary to detect changes in condition due to accumulations of hardened concrete or mortar and examined to detect wear of blades. When such changes are extensive enough to affect the mixer performance, the proof-tests described in AASHTO M157-93 Annex A1 shall be performed to show whether the correction of deficiencies is required.
- B. Mixing and Delivery. Ready-mixed concrete shall be mixed and delivered to the point designated by the Engineer by means of one of the following combinations of operations, central mixed and truck-mixed concrete. 6-13 Agitators and non-agitating equipment shall only be used for delivering pre-mixed concrete. Mixers and agitators shall be operated within the limits of capacity and speed of rotation designated by the manufacturer of the equipment. 1.
1. Central Mixed Concrete. Concrete that is mixed completely in a stationary mixer and transported to the point of delivery either in a truck agitator, or a truck mixer operating at agitating speed, or in non-agitating equipment approved by the Engineer and meeting the requirements specified herein shall conform to the following:
    - a. The mixing time shall be counted from the time all the solid materials are in the drum.
    - b. The batch shall be so charged into the mixer that some water will enter in advance of the cement and aggregate, and all water shall be in the drum by the end of the first one-fourth of the specified mixing time.
  2. Where no mixer performance tests are made, the acceptable mixing time for mixers having capacities of 1 cubic yard or less shall not be less than 1 minute. For mixers of greater capacity, this minimum shall be increased 15 seconds for each cubic yard or fraction thereof of additional capacity. For mixer performance refer to AASHTO M157-93 Annex A1. 2.
- C. Truck Mixed Concrete is that which is completely mixed in a truck mixer, 70 to 100 revolutions at the mixing speed designated by the manufacturer, to produce the uniformity of concrete indicated in AASHTO M157-93 Annex A1.
1. Concrete uniformity tests shall be made in accordance with AASHTO M157-93 and if requirements for uniformity of concrete indicated in AASHTO M157-93 Annex A1 are not

met with 100 revolutions of mixing, after all ingredients, including water, are in the drum, that mixer shall not be used until the condition is corrected.

2. When satisfactory performance is found in one truck mixer, the performance of mixers of substantially the same design and condition of blades may be regarded as satisfactory. Additional revolutions of the mixer beyond the number found to produce the required uniformity of concrete shall be at a designated agitating speed.

D. Use of Non-agitating Equipment.

1. Central-mixed concrete may be transported in suitable non-agitating equipment approved by the Engineer. The proportions of the concrete shall be approved by the Engineer and the following limitations shall apply:
2. Bodies of non-agitating equipment shall be smooth, watertight, metal containers equipped with gates that will permit control of the discharge of the concrete. Covers shall be provided for protection against the weather when required by the Engineer.
3. The concrete shall be delivered to the site of the work in a thoroughly mixed and uniform mass and discharged with a satisfactory degree of uniformity as prescribed in AASHTO M157-93 Annex A1.

E. Discharge

1. Time and Rate.
  - a. The time elapsing from the time water is added to the mix until the concrete is in the forms at the site of the work shall not exceed 90 minutes when hauled in truck mixers or truck-agitators, or 30 minutes when concrete is hauled by non-agitating equipment. Concrete not discharged into its final place within 90 minutes (30 minutes when using non-agitating 6-14 equipment) after batching shall be wasted at no additional expense to the State, even if a retarder is used. The rate of discharge of mixed concrete from transit mixers or agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open. These limits shall not be exceeded. If the discharge of concrete is accomplished by tilting
2. Retempering.
  - a. Retempering concrete by adding water or by other means will not be permitted until after arrival on the job site and only when delivered in truck mixers. Additional water or admixtures may be added to the batch materials and additional mixing performed to increase the slump or air content to meet the specified requirements, if permitted by the Engineer, and provided that:
    - 1) All these operations are performed within 60 minutes after the initial mixing operation
    - 2) The maximum water-cement ratio is not exceeded,
    - 3) The admixture dosages do not exceed manufacturer's recommendations. If additional water is to be incorporated into the concrete, the drum shall be revolved not less than 30 revolutions at mixing speed immediately after retempering the concrete and before discharge is commenced.
    - 4) All admixtures shall be added at the plant. The Engineer may approve chemical admixture (superplasticizers, air entrainment, etc.) adjustments at the

job site by means of a metered, pressurized wand with the exception of silica fume.

- 5) The manufacturer's recommended dosage shall not be exceeded. If additional admixtures are incorporated into the concrete, the drum shall be revolved not less than 30-to-60 revolutions at mixing speed immediately after retempering the concrete and before discharge is commenced.
- 6) Concrete that is not within the specified slump or air content limits at the time of placement shall not be used. The Contractor shall assume the responsibility of any concrete retempering at the site as permitted by the Engineer.
- 7) Retempering with admixtures will be permitted only with the approval of the Engineer or when specifically provided for in the Contract.

### **3.4 Edge Forms And Screed Construction**

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

### **3.5 Joints**

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Joint Fillers: These joints shall consist of load transfer devices, poured joint seal, and expansion joint filler. Expansion joint filler shall be preformed joint filler.
  1. Performed Joint Filler: Performed joint filler shall conform to AASHTO M153 Type II; Expanded Rubber Specification ASTM D1056, Type 2C2; or AASHTO M33 and M213.
  2. Poured Joint Sealer: Poured joint sealer shall be a rubber compound of the hot poured type, conforming to the requirements of AASHTO M173 unless otherwise noted on the Drawings.

### **3.6 Concrete Placement**

- A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in. Concrete shall not be placed on soft, muddy, or frozen subgrade or subbase. Also, concrete shall not be placed when subgrade is frozen under adjacent pavement which is to remain in place. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- B. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- C. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

- D. The concrete shall be deposited on the grade in such manner as to require as little re-handling as possible. Unless truck mixers, truck agitators, or non-agitating hauling equipment are equipped with means for discharge of concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade in such manner to prevent segregation of the materials.
- E. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances. Where concrete is to be placed adjoining a previously constructed lane of pavement and mechanical equipment will be operated upon the existing lane of pavement, that pavement shall meet the minimum flexural strength of 525 pounds per square inch when tested by the third-point method in accordance with AASHTO T97.
- G. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after three days. Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies, by means of internal vibrators inserted in the concrete.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating dowels and joint devices.
- I. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, reinforcement, or a side form. In no case shall the vibrator be operated longer than 10 seconds in any one location. The vibration shall be of sufficient duration to thoroughly consolidate the concrete but not so long as to produce segregation. Concrete shall be deposited as near to expansion and contraction joints as possible without disturbing them, but shall not be dumped from the discharge bucket or hopper onto a joint assembly unless the hopper is well centered on the joint assembly. Should any concrete materials fall on or be worked into the surface of a completed slab, they shall be removed immediately by approved methods.
- J. Screed paving surface with a straightedge and strike off.
- K. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- L. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

- M. Cold-Weather Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
1. When air temperature has fallen to or is expected to fall below 40 deg F uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  2. Do not use frozen materials or materials containing ice or snow.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- N. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  3. Fog-spray form, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

### 3.7 PAVING TOLERANCES

- A. Comply with tolerances in ACI 117 and as follows:
1. Elevation: 3/4 inch (19 mm).
  2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
  3. Surface: Gap below 10-foot- (3-m-) long, unlevelled straightedge not to exceed 1/2 inch (13 mm).
  4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches (13 mm per 300 mm) of tie bar.
  5. Lateral Alignment and Spacing of Dowels: 1 inch (25 mm).
  6. Vertical Alignment of Dowels: 1/4 inch (6 mm).
  7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
  8. Joint Spacing: 3 inches.
  9. Contraction Joint Depth: Plus 1/4 inch, no minus.
  10. Joint Width: Plus 1/8 inch, no minus.

### 3.8 Finishing

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true

planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

### 3.9 Concrete Protection and Curing

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, curing compound or a combination of these as follows:
  1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

### 3.10 Field Quality Control

- A. Testing Agency: The Contractor shall engage a qualified testing agency to perform tests and inspections.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
  2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.

3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
  4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
  5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.
- C. Testing: Documentation from an independent laboratory certifying that the aggregate is non-expansive and innocuous must be submitted to the Engineer. An acceptable independent testing laboratory shall conduct each test.
- D. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- E. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Concrete paving will be considered defective if it does not pass tests and inspections.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.

### **3.11 Repairs And Protection**

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Engineer.
- B. Drill test cores, where directed by Engineer, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.

- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

### **3.12 Detectable Warning Panels**

- A. Panels shall be set flush into fresh unset concrete at the required line and grade to match the running grade and cross slope of the ADA accessible ramp or blended transition that warranted the installed panel. The Contractor shall ensure that the alignment of the panel will match line and grade of the ramp such that the panel is flush with the ramp, and there is no physical conflict with other castings, fittings, structures, foundations or appurtenance thereof.

## **PART 4 - METHOD OF MEASUREMENT**

- A. Standard Duty Cement Concrete Sidewalk will be measured by the number of square feet actually placed in accordance with the Drawings and/or as directed by the Engineer.
- B. Heavy Duty Cement Concrete Sidewalk will be measured by the number of square feet actually placed in accordance with the Drawings and/or as directed by the Engineer.
- C. Type I, II, and III Concrete Wheelchair Ramps (with Detectable Warning Panels) will not be measured for payment.
- D. Concrete Driveways Through Sidewalks will not be measured for payment.

## **PART 5 - BASIS OF PAYMENT**

- A. The accepted quantity of Standard-Duty Cement Concrete Sidewalk shall be paid for at the contract unit price per square foot for that item. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.
- B. The accepted quantity of Heavy-Duty Cement Concrete Sidewalk shall be paid for at the contract unit price per square foot for that item. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.
- C. Type I, II, and III Concrete Wheelchair Ramps (with Detectable Warning Panels) shall be paid as part of the lump sum Total Contract Base Bid Price. The price for this work constitutes full and complete compensation for all labor, materials and equipment, including expansion joint material, reinforcement, joints, detectable warning panels, and all incidentals required to finish the work, complete and accepted by the Engineer.



- D. Concrete Driveways Through Sidewalks shall be paid as part of the lump sum Total Contract Base Bid Price. The price for this work constitutes full and complete compensation for all labor, materials and equipment, including expansion joint material, reinforcement, joints, detectable warning panels, and all incidentals required to finish the work, complete and accepted by the Engineer.

**END OF SECTION**

## SECTION 02760 - PAVEMENT MARKINGS

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specifications, and Division 1 Specification Sections apply to this Section.

#### 1.2 Summary

- A. Section includes temporary and permanent painted markings applied to bituminous concrete pavement including, but not limited to, standard crosswalks, double yellow centerlines, Conant Thread Crosswalks, and stop bars

#### 1.3 Preinstallation Meetings

- A. Preinstallation Conference: Conduct conference at Project Site.
  - 1. Review methods and procedures related to marking pavement including, but not limited to, the following:
    - a. Pavement aging period before application of pavement markings.
    - b. Review requirements for protecting pavement markings, including restriction of traffic during installation period.

#### 1.4 Action Submittals

- A. Product Data: For each type of product.
  - 1. Include technical data and tested physical and performance properties.
- B. Shop Drawings: For pavement markings.
  - 1. Indicate pavement markings placement, colors, lane separations, and dimensions to adjacent work.
- C. Samples: For each exposed product and for each color and texture specified; on rigid backing, 8-inch square.
- D. Certifications: Obtain from the manufacturer of the epoxy material and glass beads, final certification that each batch of material furnished meets the requirements of the Standard Specifications. Indicate the batch numbers utilized and include the manufacturer's production control tests for each batch; and include the manufacturer's material safety data sheets. Retain "Samples" Paragraph below for single-stage Samples, with a subordinate list if applicable.

## 1.5 Quality Assurance

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.
- B. Store pavement-marking materials in a clean, dry, protected location within temperature range required by manufacturer. Protect stored materials from direct sunlight.
- C. Comply with materials, workmanship, and other applicable requirements of Section T20 and Section M17 of the RIDOT Standard Specifications, as applicable and appropriate.

## 1.6 Field Conditions

- A. Environmental Limitations: Proceed with pavement marking only on clean, dry surfaces and at ambient temperatures in accordance with Section T20.03 of the RIDOT Standard Specifications.

## PART 2 - PRODUCTS

### 2.1 Pavement-Marking Paint

- A. Permanent paving marking paint as indicated on the Contract Drawings shall be epoxy resin and shall conform to Sections M17.04 and T20.02 of the RIDOT Standard Specifications.
  - 1. Formulate and design the two-component, 100 percent solids paint to provide a simple volumetric mixing ratio (e.g., two-part component A to one-part component B) specifically for service as a hot-spray applied binder for glass beads to produce maximum adhesion, refraction, and reflection. Use material that is composed of epoxy resins and pigments only and meets the following the physical properties and requirements included within Section M17.04.1 of the RIDOT Standard Specifications.
  - 2. Glass beads shall conform to Section M17.01.2 of the RIDOT Standard Specifications.
- B. In the event that temporary paving marking paint is required due to time, weather, construction phasing (i.e when there will be an extended period between pavement surface course and binder course installations), or other reasons, the paint shall be fast drying waterborne as indicated on the Contract Drawings and shall conform to Sections M17.02 of the RIDOT Standard Specifications for waterborne pavement markings. Glass beads shall conform to Section M17.01.2 of the RIDOT Standard Specifications. Only use AASHTO M247 Type 2 glass beads with waterborne paints.

## PART 3 - EXECUTION

### 3.1 Examination and Cleaning of Pavement Prior to Installation

- A. Ensure that all dirty pavements are swept or air blasted clean. Remove and dispose of the piles of dirt obtained by sweeping.

- B. Remove oil, grease, and similar adherent matter by washing with a suitable solvent. Wipe excess solvent from the pavement, and allow the solvent to evaporate before applying pavement marking material.
- C. Existing pavement markings shall be removed to the fullest extent possible by an approved method. Pavement marking removal methods shall not cause damage to the pavement or cause drastic change in texture, which could be construed as delineation at night, and shall be approved by the Engineer. It is not permissible to paint over existing markings with black paint in lieu of removal. Approved methods include but are not limited to:
  - 1. High pressure air.
  - 2. High pressure water (cold weather use not permitted)
  - 3. Sand blasting,
  - 4. Mechanical devices such as grinders, sanders, scrapers, scarifiers and wire brushes.

Painting over a pavement marking line by use of asphaltic liquids or paints will not be permitted. Conflicting pavement markings shall be removed before any change is made in the traffic pattern.

Material deposited on the pavement as a result of removing markings shall be removed as the work progresses. Accumulations of sand or other material, which might interfere with drainage or could constitute a hazard to traffic, will not be permitted.

Any damage to the pavement or surfacing caused by pavement marking removal shall be satisfactorily repaired at no additional cost.

Where the removal operation is being performed near a lane occupied by traffic, a vacuum attachment operating concurrently with the removal operation must be in use. All residue shall be removed immediately from the surface being treated.

- D. Ensure that the pavement surface has been cleaned and inspected according to the manufacturer's recommendations before applying the markings.
- E. Verify that pavement is dry and in suitable condition to begin pavement marking according to manufacturer's written instructions.
- F. Proceed with pavement marking only after unsatisfactory conditions have been corrected.

### **3.2 Pavement Marking**

- A. Do not apply pavement-marking paints until layout, colors, and placement have been verified with Engineer.
- B. Allow paving to age for a minimum of 14 days before installing permanent pavement markings. Temporary pavement markings, however, can be placed in shorter time after paving operations as determined by the Engineer or recommended by paint manufacturer.

- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply permanent paint in accordance with Sections T20.03.6 of the RIDOT Standard Specifications with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum thickness of 20 mils for permanent pavement markings on new asphalt pavement and 15 mils on existing pavements.
  - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to pavement. Mask an extended area beyond edges of each stencil to prevent paint application beyond the stencil. Apply paint so that it cannot run beneath the stencil.
  - 2. Broadcast glass beads uniformly into wet markings at a rate of 12 lb/gal.. Evenly disperse the beads, Type I followed immediately by Type II, at a minimum rate of 12 lb/gal for each type of glass sphere. Ensure that all special patterns and handwork (e.g., stop bars, arrows, legends, symbols) meet the above application rates with the following exception:
    - a. For the double-drop application of glass spheres, use the Type II gradation only with two applications at a minimum of 12 lb/gal each.
  - 3. Apply permanent pavement markings on dry pavement surfaces. At the time of installation, ensure that the pavement surface temperature is a minimum of 45°F and rising. Do not initiate or continue operations during periods of rain or in the case of damp pavement.
  - 4. The material shall be in "no-tracking" condition within 15 to 30 minutes, or as allowed by the Engineer. The no-tracking time shall be determined by passing over the line with a passenger car or pickup truck in the simulated passing maneuver. A marking showing no visual deposition of the material to the pavement surface when viewed from a distance of 50 feet shall be considered as showing "no-tracking" and conforming to this requirement for time to no-track.
  - 5. When stencils are used during the application of epoxy markings (i.e. for the Conant Thread Crosswalks), care must be used when removing the stencils so that the epoxy resin does not drip on the road, sidewalk, grass, etc., and so that the applied markings have edges which are clean, straight and neat.
- E. Apply temporary paint in accordance with Sections T20.03.3 and T20.03.4 of the RIDOT Standard Specifications with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 14 – 16 mils (110-115 square feet per gallon) at a rate of 6 lb/gal.
  - 1. Broadcast glass beads uniformly into wet markings at a rate of 6 lb/gal. or 0.08 lbs/sf of markings.
  - 2. Apply thermoplastic pavement markings on dry pavement surfaces. At the time of installation, ensure that the pavement surface temperature is a minimum of 50°F and rising.
  - 3. Apply only when rain is not expected within 4 hours after application. Re-apply lines washed away or otherwise damaged by rain at no additional cost.

### 3.3 Protecting And Cleaning

- A. Protect pavement markings from damage and wear during remainder of construction period.

- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

**PART 4 - METHOD OF MEASUREMENT**

- A. Items associated with this work will not be measured for payment.

**PART 5 - BASIS OF PAYMENT**

- A. This work shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

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## SECTION 02770 - CURBING

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, RIDOT Standard Specifications and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. This Section includes the following:
  - 1. Vertical face roadway granite curb.
  - 2. Slope face roadway granite curb.
  - 3. Granite curb returns.
  - 4. Granite transition curbing.
- B. Related Sections
  - 1. Section 02300 "Earth Moving."
  - 2. Section 02630 "Storm Drainage"
  - 3. Section 02742 "Concrete Paving"

#### 1.3 Submittals

- A. Material Certification. For each product, certifying material meets the Specification requirements.

#### 1.4 Quality Assurance

- A. Where "RIDOT Standard Specifications" is used, it shall mean "Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, Amended August 2024 and issued supplements.

### PART 2 - PRODUCTS

#### 2.1 Materials

- A. Vertical Face Roadway Granite Curb: Shall consist of existing vertical face granite curb that is deemed to be in good condition by Engineer/Owner and suitable for re-use along edge of roadway; or new vertical face granite curb in accordance with Subsection M.09.01 of the RIDOT Standard Specifications.
- B. Slope Face Roadway Granite Curb: In accordance with Subsection M.09.02 of the RIDOT Standard Specifications.



- C. Granite Curb Returns: Shall consist of existing granite curb returns that are deemed to be in good condition by Engineer/Owner and suitable for re-use; or new granite curb returns in accordance with Section 906.02.1 of the RIDOT Standard Specifications and meeting the radii requirements and dimensions included on the Contract Drawings.
- D. Granite Transition Curbing: Shall consist of new granite curb returns in accordance with Section 906.02.1 of the RIDOT Standard Specifications and meeting the requirements and dimensions included on the Contract Drawings.
- E. Curb Lock: Shall be in accordance with Section 906.02.5 of the RIDOT Standard Specifications.

### **PART 3 - EXECUTION**

#### **3.1 Installation**

- A. Excavate, prepare foundation, set curb, and point joints in accordance with the dimensions shown on the Contract Drawings or as directed by the Engineer and as included in Subsections 906.03.1 (granite curbing) of the RIDOT Standard Specifications. The gravel subbase upon which the curbing is placed shall be compacted to a firm, even surface. All soft and unsuitable materials below curbing shall be removed and replaced with gravel borrow material. Gravel borrow, if required, shall be placed in layers not exceeding 6 inches in depth before compaction. Each layer shall be compacted to 95 percent of maximum density (AASHTO-180) by means of a vibratory compactor of size and type approved by Engineer.
- B. Install curbing as indicated on the Contract Drawings and as recommended by manufacturer. The curbing shall be set such that the front top arris line conforms to the required line and grade.
  - 1. Maintain between 4 to 6-inches of curb reveal between top of curb placed along roadway and top of adjacent roadway surface course.
  - 2. Install curbing as indicated on the Contract Drawings and as recommended by manufacturer. The curbing shall be set such that the front top arris line conforms to the required line and grade.
  - 3. Curbing units shall be placed end-to-end as close as possible. No more than 1/2-inch opening shall show for the full width of the top and the top 8 inches of the vertical joint.
  - 4. When curbing is placed after the adjacent surface and binder course are in place, install curb lock on roadside base of curb in accordance with the Contract Drawings.
- C. After the curbing has been set, any remaining excavated areas shall be backfilled with approved material and thoroughly compacted back and front to grade in accordance with Section 906.3.1 of RIDOT's Standard Specifications. Methods of compaction shall preserve the line and grade of the curbing.

### **3.2 Installation Tolerances**

- A. Curb Alignment: 1/4-inch maximum, as determined by using a 10-foot straight edge along front face of curb.

### **PART 4 - METHOD OF MEASUREMENT**

- A. Items associated with this work will not be measured for payment with exception to Vertical Face Roadway Granite Curb.
- B. Vertical Face Roadway Granite Curb will be measured by the number of linear feet actually placed in accordance with the Drawings and/or as directed by the Engineer.

### **PART 5 - BASIS OF PAYMENT**

- A. This work, with exception to Vertical Face Roadway Granite Curb, shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.
- B. The accepted quantity of Vertical Face Roadway Granite Curb shall be paid for at the contract unit price per linear foot for that item. The price for this item constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

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## SECTION 02870 - SITE FURNISHINGS

### PART 1 - GENERAL

#### 1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, the RIDOT Standard Specifications and Division 1 Specification Sections, apply to this Section.

#### 1.2 Summary

- A. Section Includes:
  - 1. Site Benches
  - 2. Picnic Tables
  - 3. Barton Street and Conant Street Parklet Trellises (Bid Alternate Items)
- B. Related Requirements:
  - 1. Section 02300 "Earth Moving"

#### 1.3 Action Submittals

- A. Product Data: For trellis, bench, and picnic table.
- B. Samples: For each exposed product and for each color and texture specified.
- C. Samples for Initial Selection: For units with factory-applied finishes.
- D. Samples for Verification: For each type of exposed finish, not less than 6-inch-long linear components and 4-inch-square sheet components.
  - 1. Include full-size Samples of bench.
- E. Shop Drawings:
  - 1. Stamped Engineered shop drawings provided by manufacturer for trellis, post, and footing. The footings shall be a delegated design.
- F. Product Schedule: For site furnishings. Use same designations indicated on Drawings.

#### 1.4 Closeout Submittals

- A. Maintenance Data: Provide maintenance manuals from manufacturer for bench, trellis and picnic table.

## PART 2 - PRODUCTS

### 2.1 Site Bench

- A. Backless Bench
1. Manufacturer: Forms + Surfaces; 800-451-0410; [www.forms-surfaces.com](http://www.forms-surfaces.com); or approved equal.
  2. Model: Trio
  3. Bench Length: 6' (with intermediate arm rest as shown on Contract Drawings).
  4. Color: Manufacturer's standard powdercoat- textured silver.
  5. Mounting Condition: Surface Mount
  6. Footing: Concrete shall be Class XX in accordance with Section 601 of the RIDOT Standard Specifications. Reinforcing steel (wire fabric) shall be in accordance with Subsection M05.03.1 of the RIDOT Standard Specifications. Refer to Contract Drawings for size and dimensions of reinforcing steel and concrete footing.

### 2.2 Picnic Table

- A. 36" Table, 2 Steel Seats
1. Manufacturer: DuMor, Inc.; 800-598-4018; [www.dumor.com](http://www.dumor.com); or approved equal.
  2. Model: 297-36-20HS
  3. Picnic Table and Seat Color: manufacturer's standard powder coat textured silver.
  4. Mounting Condition: Surface Mount If sizes of units or components are critical and are not indicated on Drawings, insert in "Seat( and Back)" and "Table Top" paragraphs below to suit Project.
  5. Footing: Concrete shall be Class XX in accordance with Section 601 of the RIDOT Standard Specifications. Reinforcing steel (wire fabric) shall be in accordance with Subsection M05.03.1 of the RIDOT Standard Specifications. Refer to Contract Drawings for size and dimensions of reinforcing steel and concrete footing.

### 2.3 Trellises (Bid Alternate Item)

- A. Manufacturer: Poligon/ Porter Corp.; 616-399-1963; 4240 N. 136<sup>th</sup> Ave. Holland, MI 49424 (or approved equal)
- B. Products:
1. Conant Street Parklet Trellis: Trellis shall be DB-115-Single Column Line Flat Suspended Latilla
  2. Barton Street Parklet Trellis: Trellis shall be DB-115-Single Column Line Flat Suspended Latilla
- C. Steel Frame
1. Color: Manufacturer's Standard Powder coated- Arctic Ice.
- D. Wood Species and Finish Options:

1. Cedar- 3"x6" NOM. Natural, Smooth Finish
- E. Trellis Options
1. Modern Latilla and Truss End Cuts
- F. Footing: Delegated design by Trellis manufacturer. Concrete shall be Class XX in accordance with Section 601 of the RIDOT Standard Specifications. Reinforcing steel (bar reinforcement) shall be in accordance with Subsection M05.02 of the RIDOT Standard Specifications. Refer to Contract Drawings for approximate size and dimensions of reinforcing steel and concrete footing to be used for bidding purposes only.

## **2.4 General Finish Requirements**

- A. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

## **PART 3 - EXECUTION**

### **3.1 Examination**

- A. Examine areas and conditions, with Installer present, for compliance with requirements for correct and level finished grade, mounting surfaces, installation tolerances, and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 Installation, General**

- A. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated. Complete field assembly of site furnishings where required.
- B. Unless otherwise indicated, install site furnishings after landscaping and paving have been completed.
- C. Install site furnishings level, plumb, true, and securely anchored at locations indicated on Drawings.

### **3.3 Site Bench Installation**

- A. Install benches according to the manufacturer's specifications.

### **3.4 Picnic Table Installation**

- A. Install picnic table and seats according to the manufacturer's specifications.

**3.5 Trellis Installation**

- A. Install trellis according to the manufacturer's specifications.
- B. Install foundation in accordance with design provided by manufacturer on approved shop drawing.

**PART 4 - METHOD OF MEASUREMENT**

- A. The Conant Street and Barton Street Parklet Trellis bid alternate items will not be measured for payment.
- B. The Site Bench item will not be measured for payment.
- C. The Picnic Table item will not be measured for payment..

**PART 5 - BASIS OF PAYMENT**

- A. The Conant Street and Barton Street Parklet Trellis bid alternate items shall be paid for at the contract lump sum prices for each item. The price for this item constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals (including foundations) required to finish the work, complete and in place and accepted by the Engineer/Owner.
- B. Site Benches shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.
- C. Picnic tables shall be paid as part of the lump sum Contract Base Bid Price. The price for these items constitutes full and complete compensation for all labor, tools, materials, and equipment, and all other incidentals required to finish the work, complete and in place and accepted by the Engineer/Owner.

**END OF SECTION**

## SECTION 02930 - PLANTS

### PART 1 - GENERAL

#### 1.1 Related Documents

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

#### 1.2 Summary

- A. Section Includes:
  - 1. Street Trees.
  - 2. Ornamental Grasses.
  - 3. Perennials.
- B. Related Requirements:
  - 1. Section 02230 "Site Clearing."
  - 2. Section 02300 "Earth Moving."

#### 1.3 Definitions

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of tree or shrub required; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.
- C. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- D. Finish Grade: Elevation of finished surface of planting topsoil.
- E. Planting Area: Areas to be planted.
- F. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- G. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.



#### 1.4 Coordination

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
  - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

#### 1.5 Submittals

- A. Product Data: For each type of product indicated.
  - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
  - 2. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.
- B. Product Certificates: For each type of manufactured product, signed by product manufacturer, and complying with the following:
  - 1. Manufacturer's certified analysis for standard products.
  - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- D. Material Test Reports: For existing surface soil and imported topsoil.
  - 1. Sieve analysis
  - 2. Organic constituent analysis
  - 3. Microorganism content
  - 4. Acidity-alkalinity test (pH)
  - 5. Soluble salts
  - 6. Percentage tests for the following:
    - a. Nitrogen (N)
    - b. Phosphoric Acid (P205)
    - c. Potash (K20)
- E. Planting Schedule: Indicating anticipated planting dates for exterior plants.
- F. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

## 1.6 Quality Assurance

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of exterior plants.
  - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant nutrient content of topsoil. One analysis shall be completed per source of topsoil.
  - 1. Report suitability of topsoil for plant growth. State recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce a satisfactory topsoil.
  - 2. Contractor shall supplement soil with amendments and additions at no additional cost as required to remedy any deficiencies indicated in tests and to meet laboratory recommendations.
- D. Provide quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- E. Tree Measurements: Measure according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree for height and spread; do not measure branches or roots tip-to-tip.
- F. Observation: Landscape Architect may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
  - 1. Notify Landscape Architect of sources of planting materials seven days in advance of delivery to site.
  - 2. Notify Landscape Architect three days in advance of proposed delivery to site.

## 1.7 Delivery, Storage, And Handling

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

- B. Bulk Materials:
  - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
  - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
  - 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Do not prune trees and shrubs before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during delivery. Do not drop plants during delivery.
- D. Handle planting stock by root ball.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
  - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- G. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery, set plants trees in shade, protect from weather and mechanical damage, and keep roots moist.
  - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - 2. Do not remove container-grown stock from containers before time of planting.
  - 3. Water root systems of plants stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

## **1.8 Coordination**

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
  - 1. Deciduous Plants:
    - a. Spring Planting: April 1 to June 1.
    - b. Fall Planting: August 5 to September 30.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.

- C. Coordination with Turfs: Plant trees and shrubs after finish grades are established and before planting turfs, unless otherwise acceptable to Landscape Architect.
  - 1. When planting trees and shrubs after turfs, protect turf areas and promptly repair damage caused by planting operations.

### **1.9 Substitutions**

- A. Pre-Bid: If any plant specified is not obtainable, submit a written substitution request to Contracting Officer.
- B. Substitutions of planting materials will not be permitted unless Contractor has made a good faith effort to find material.

### **1.10 Warranty**

- A. Special Warranty: Warrant the following exterior plants, for the warranty period indicated, against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
- B. Submit written warranty signed by material supplier and installer agreeing that they will:
  - 1. Warranty Period for Trees and Shrubs: One year from date of Substantial Completion and acceptance by Landscape Architect.
  - 2. Remove dead exterior plants immediately. Replace immediately unless required to plant in the succeeding planting season.
  - 3. Replace exterior plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

### **1.11 Maintenance**

- A. Trees: Maintain for the following maintenance period by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. Restore or replace damaged tree wrappings.
  - 1. Maintenance Period: One year from date of expectance by Landscape Architect for all new plants furnished under this contact have been satisfactorily installed.

## **PART 2 - PRODUCTS**

### **2.1 Plant Material**

- A. General: Furnish nursery-grown trees and shrubs complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy,

vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
  2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.
- C. Label at least one tree and one shrub of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- D. If formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread to assure symmetry in planting.
- E. Street Trees
1. Street Trees; Single-stem trees with straight trunk, well balanced crown, and intact leader, of height and caliper indicated, complying with ANSI Z60.1; stem form as indicated.
    - a. Provide balled and burlapped or container-grown trees.
- F. Perennials, Ornamental Grasses, and Vines
1. Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery and that are in bud but not yet in bloom.

## 2.2 Topsoil

- A. Topsoil shall consist of imported loam conforming to Section M.18.01 of the RIDOT Standard Specifications or shall consist of natural, friable, sandy loam, native topsoil material. Imported or native topsoil shall be approved by Testing Laboratory and the Owner. Native topsoil shall conform to the following:
1. 5 to 20 percent organic matter as determined by soil testing service, maximum particle size 1/2", and with maximum 3 percent retained on 1/4 inch screen.
    - a. Screened.
    - b. Free of roots, rocks larger than 1/2 subsoil, debris, large weeds, and foreign matter.
    - c. PH 5.5 to 7.0.
  2. Acceptable Textural Classes with component percentages as established by the USDA Classification System.
    - a. Fine Sandy Loam.

- b. Sandy Loam.
- c. Loam.

### **2.3 Fertilizers**

- A. Planting Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
- B. Products Include:
  - 1. Bonemeal: Finely ground raw bonemeal having a minimum analysis of one percent nitrogen and 11 percent phosphoric acid.
  - 2. Plantone: Organic plant nutrient with potential acidity (CACO<sub>2</sub>) at 80 pounds per 2,000 pounds as manufactured by Espoma, Millville, New Jersey, or approved equal.
  - 3. Fluid Fertilizer: "Algro" 14-7-4 low chlorine 40 percent organic root food as manufactured and supplied by Plant Food Chemical Company, Cranberry, New Jersey, or approved equal.

### **2.4 Inorganic Soil Amendments**

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
  - 1. Provide lime in form of dolomitic limestone, with a minimum of 95 percent passing a No.100 sieve.

### **2.5 Organic Soil Amendments**

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
  - 1. Organic Matter Content: 50 to 60 percent of dry weight.
- B. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- C. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
  - 1. Product: "Bovung" or equal.

### **2.6 Water**

- A. Water: Potable

## 2.7 Mulches

- A. General: Free from noxious weeds, mold pesticides, or other deleterious materials, and suitable as a top dressing of all trees, perennials, and ornamental grasses.
- B. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
  - 1. Type: Shredded bark.
  - 2. Size Range: 3 inches maximum, 1/2 inch minimum.
  - 3. Color: Natural.
- C. For temporary erosion control applications, use mulch specified on the Contract Drawings.

## 2.8 Planting Soil

- A. Planting Soil: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
  - 1. Ratio of loose compost to topsoil volume: 1:4
  - 2. Ratio of loose peat or manure to topsoil by volume: 1:4
  - 3. Weight of lime, bonemeal, superphosphate, and commercial fertilizer per 1000 sq. ft: as determined by topsoil test report.

## 2.9 Miscellaneous Products

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.
  - 1. Product: "Wilt-Pruf" or equal.
- B. Trunk-Wrap Tape: Two layers of crinkled paper cemented together with bituminous material, 4-inch- wide minimum, with stretch factor of 33 percent.

## PART 3 - EXECUTION

### 3.1 Examination

- A. Examine areas to receive plants, for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.

2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
  3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
  4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 Preparation**

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.
- D. Lay out plants at locations directed by Landscape Architect/Engineer. Stake locations of individual trees and shrubs and outline areas for multiple plantings.
- E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks, branches, stems, twigs, and foliage to protect during digging, handling and transportation.
1. If street trees are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

### **3.3 Excavation For Trees And Shrubs**

- A. Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.
1. Excavate approximately three times as wide as ball diameter.
  2. Excavate pit to a depth to allow a 6-inch layer of topsoil beneath ball.
- B. Subsoil removed from excavations may not be used as backfill.
- C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.



### 3.4 Planting

- A. Set planting stock plumb and in center of pit or trench with top of root ball 1 inch above adjacent finish grades.
  - 1. Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
  - 2. Place planting soil mix around root ball in layers, tamping to settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.
  - 3. Carefully remove root ball from container without damaging root ball or plant.
- B. Organic Mulching: Apply 2-inch average thickness of organic mulch extending beyond edge of planting pit or trench where shown on Contract Drawings. Do not place mulch within 3 inches of trunks or stems or in bioretention planters.
- C. Wrap trees of 2-inch caliper and larger with trunk-wrap tape. Start at base of trunk and spiral cover trunk to height of first branches. Overlap wrap, exposing half the width, and securely attach with a coarse sisal twine without causing girdling. Do not nail or staple to tree. Inspect tree trunks for injury, improper pruning, and insect infestation; take corrective measures required before wrapping.
- D. Spray trees with antidesiccant in accordance with manufacturer's instructions if foliage is present.

### 3.5 Tree and Shrub Pruning

- A. Prune, thin, and shape trees and shrubs according to standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise indicated by Landscape Architect, do not cut tree leader; remove only injured or dead branches from street trees. Prune to retain natural character.

### 3.6 Plant Maintenance

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

### **3.7 Repair And Replacement**

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Landscape Architect.
  - 1. Submit details of proposed pruning and repairs.
  - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
  - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.
  
- B. Remove and replace trees that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Landscape Architect determines are incapable of restoring to normal growth pattern.
  - 1. Provide new trees of same size as those being replaced for each tree of 6 inches or smaller in caliper size.
  - 2. Provide one new tree(s) of 6-inch caliper size for each tree being replaced that measure more than 6 inches in caliper size.
  - 3. Species of Replacement Trees: Same species being replaced.

### **3.8 Cleaning And Protection**

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
  
- B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
  
- C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

### **3.9 Disposal**

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

## **PART 4 - METHOD OF MEASUREMENT**

- A. Items associated with this work will not be measured for payment.

## **PART 5 - BASIS OF PAYMENT**

- A. This work shall be paid as part of the lump sum Contract Base Bid Price. The price for this work constitutes full and complete compensation for all labor, tools, materials, and equipment, and all

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**20150951.C30**  
**2/2025**

**PINE STREET NORTH GREEN INFRASTRUCTURE &  
PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS, RI**

other incidentals required to finish the work, complete and in place and accepted by the  
Engineer/Owner.

**END OF SECTION**

**Appendix H**

**Plan Issued for Bid**

# PINE STREET NORTH

PAWTUCKET & CENTRAL FALLS, RHODE ISLAND

## GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS

CONSTRUCTION PLAN SET

FEBRUARY 14, 2025

PREPARED FOR

### CITY OF PAWTUCKET

DEPARTMENT OF PLANNING & REDEVELOPMENT  
137 ROOSEVELT AVENUE  
PAWTUCKET, RHODE ISLAND 02860

THE HONORABLE DONALD R. GREBIEN, MAYOR

AND

### CITY OF CENTRAL FALLS

DEPARTMENT OF PLANNING & ECONOMIC  
DEVELOPMENT  
1280 HIGH STREET  
CENTRAL FALLS, RHODE ISLAND 02863

THE HONORABLE MARIA RIVERA, MAYOR



### SHEET INDEX

Sheet no.	Sheet Title
GI-001	COVER SHEET
CN-001	GENERAL NOTES AND LEGEND
CS-101 -	EXISTING CONDITIONS PLAN NOS. 1-2
CS-102	
CS-103 -	SITE PREPARATION PLAN NOS. 1-2
CS-104	
CS-105 -	SITE LAYOUT PLAN NOS. 1-2
CS-106	
CS-107 -	SITE LAYOUT ENLARGEMENT PLAN NOS. 1-3
CS-109	
LP-101 -	LANDSCAPE ENLARGEMENT PLAN NOS. 1-3
LP-103	
LP-104 -	LANDSCAPE NOTES & DETAILS SHEET NOS. 1-2
LP-105	
CT-101 -	TRAFFIC MANAGEMENT PLAN NOS. 1-2
CT-102	
CD-501 -	CONSTRUCTION DETAILS
CD-505	



LOCATION MAP

SCALE: 1" = 500'

### PROJECT TEAM

FUSS & O'NEILL, INC.  
ENGINEER AND LANDSCAPE ARCHITECT  
317 IRON HORSE WAY (SUITE 204)  
PROVIDENCE, RHODE ISLAND 02908  
401-861-3070

NATIONAL LAND  
SURVEYORS-DEVELOPERS, INC.  
LAND SURVEYOR  
42 HAMLET AVENUE  
WOONSOCKET, RHODE ISLAND 02895  
401-769-7779

PREPARED BY

**FUSS &  
O'NEILL**

317 IRON HORSE WAY, SUITE 204  
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PROJ. No.: 20150951.C30  
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GI-001



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ASSESSORS PLAT 44 LOT 592  
 N/F  
 GABHATAIS TEAGHLAIGH  
 LLC. & RESERVOIR  
 DEED BOOK 4392 PAGE 321

BENCHMARK SET  
 X-MARK HYDRANT BOLT  
 ELEV. 85.03'

ASSESSORS PLAT 44 LOT 616  
 N/F  
 390 PINE STREET LLC.  
 DEED 4476 PAGE 283

ASSESSORS PLAT 44 LOT 290  
 N/F  
 PAWTUCKET REDEVELOPMENT AGENCY  
 C/O JEANNE BOYLE  
 DEED 3155 PAGE 240

ASSESSORS PLAT 44 LOT 428  
 N/F  
 465 BARTON ST LLC  
 DEED BOOK 3434 PAGE 194

BENCH MARK:  
 DRILL HOLE SET IN  
 CONCRETE WALK  
 ELEVATION 80.68  
 NAVD 88 DATUM

ASSESSORS  
 PLAT 44  
 LOT 613  
 N/F  
 SILVERMINE  
 BAY INC  
 DEED BOOK  
 816 PAGE  
 278

**WATER AND GAS MAIN/SERVICE LOCATION NOTES:**

1. THE LOCATIONS OF WATER MAINS AND SERVICES SHOWN ON THIS PLAN REFLECT APPROXIMATE LOCATIONS BASED ON AN ON-GROUND SURVEY PLAN PREPARED BY NATIONAL LAND SURVEYORS, INC.
2. RHODE ISLAND ENERGY INSTALLED NEW GAS MAINS AND SERVICES IN PAWTUCKET WITHIN THE PROJECT LIMITS IN 2024 PRIOR TO START OF THIS PROJECT'S IMPROVEMENTS. AS A RESULT, THE LOCATIONS OF GAS MAINS AND SERVICES SHOWN ON THIS PLAN REFLECT APPROXIMATE EXISTING LOCATIONS BASED ON A COMBINATION OF CURRENT MAIN AND SERVICE LOCATIONS DEPICTED ON THE ON-GROUND SURVEY PLAN PREPARED BY NATIONAL LAND SURVEYORS, INC. AND FROM MAPPING PROVIDED BY RHODE ISLAND ENERGY. THE NEWLY INSTALLED LOCATIONS MAY VARY SLIGHTLY.
3. AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONFIRM THE ACTUAL LOCATIONS OF THE GAS AND WATER MAINS AND SERVICES AND NOTIFY THE ENGINEER/OWNER OF SUCH CHANGES SUCH THAT THE ENGINEER HAS ADEQUATE TIME TO MAKE ANY DESIGN/LAYOUT MODIFICATIONS AS A RESULT OF SUCH UTILITY MAIN AND/OR SERVICE RELOCATIONS.

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 HORZ.: NAD83  
 VERT.: NAVD88

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CITIES OF PAWTUCKET & CENTRAL FALLS

EXISTING CONDITIONS PLAN NO. 1

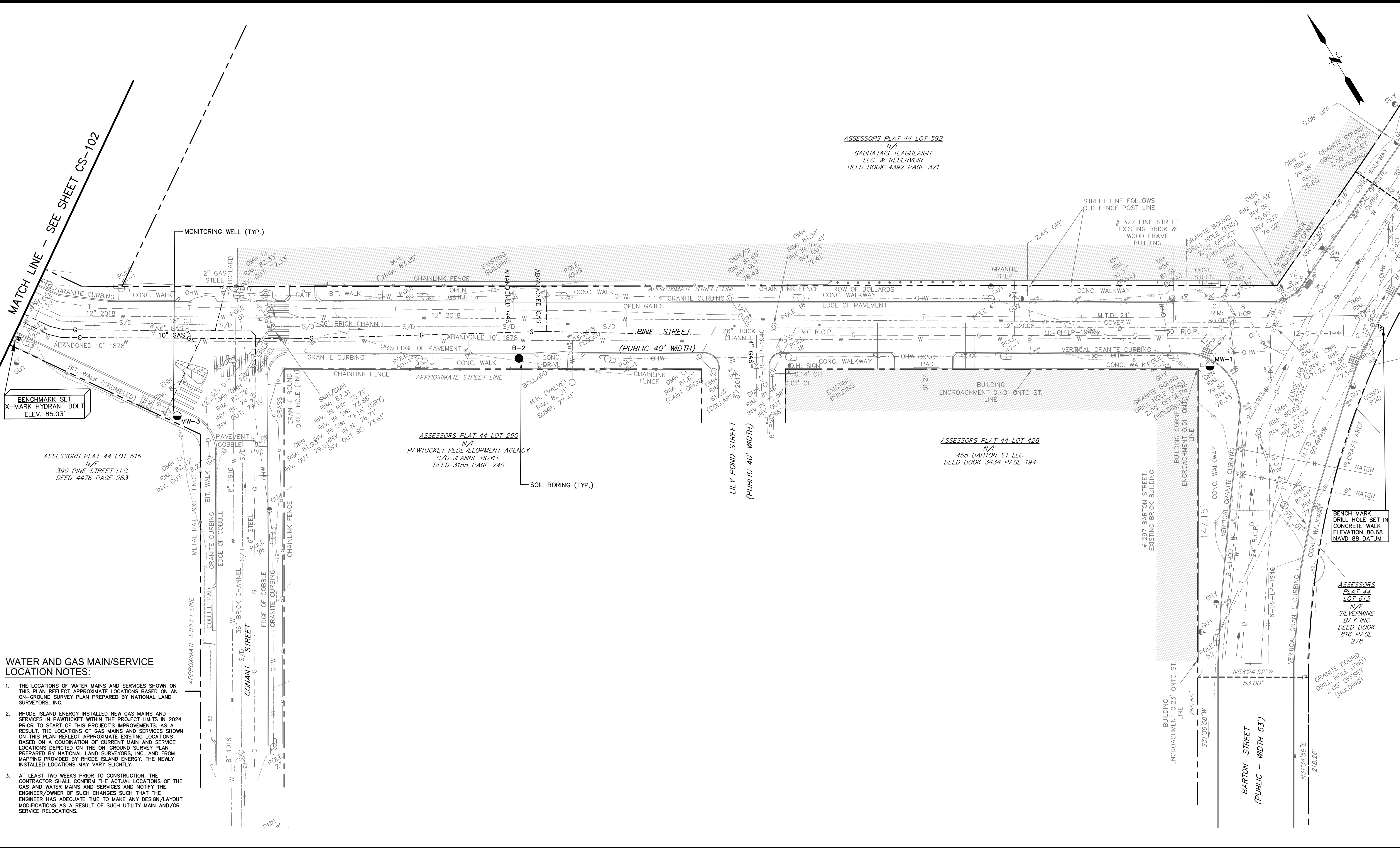
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS

PAWTUCKET & CENTRAL FALLS

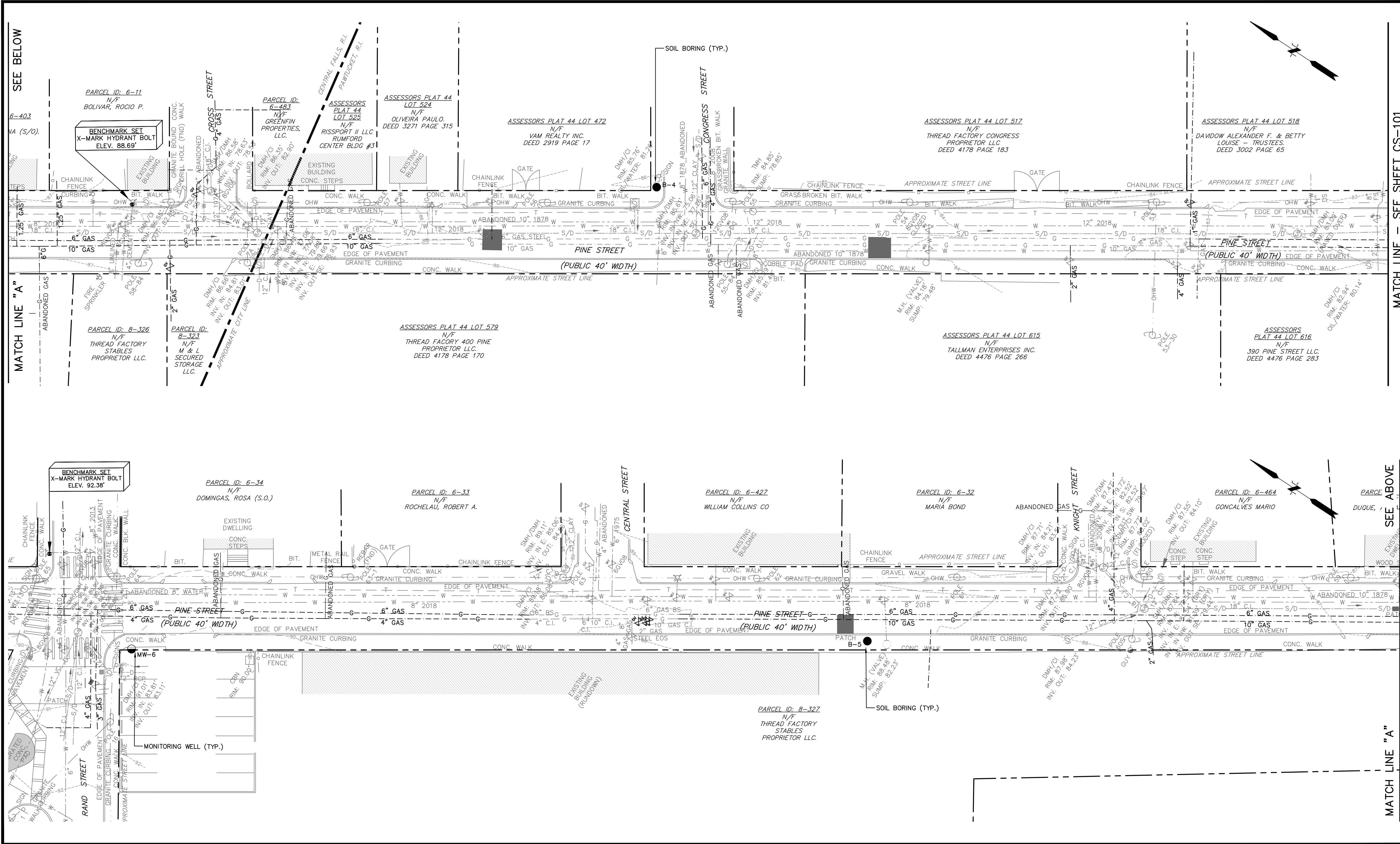
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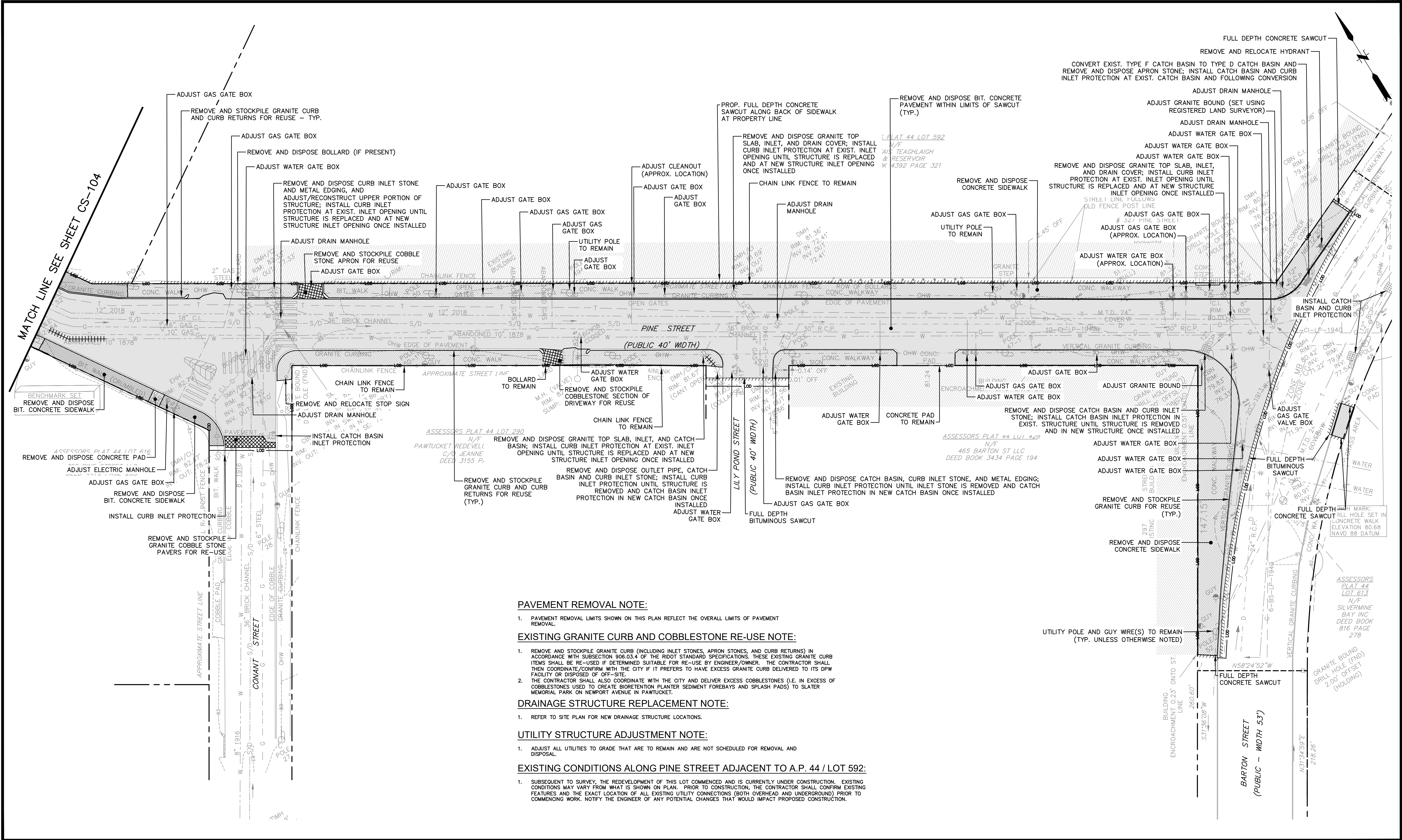
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CITIES OF PAWTUCKET & CENTRAL FALLS  
 EXISTING CONDITIONS PLAN NO. 2  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
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**PAVEMENT REMOVAL NOTE:**

1. PAVEMENT REMOVAL LIMITS SHOWN ON THIS PLAN REFLECT THE OVERALL LIMITS OF PAVEMENT REMOVAL.

**EXISTING GRANITE CURB AND COBBLESTONE RE-USE NOTE:**

1. REMOVE AND STOCKPILE GRANITE CURB (INCLUDING INLET STONES, APRON STONES, AND CURB RETURNS) IN ACCORDANCE WITH SUBSECTION 906.03.4 OF THE RIDOT STANDARD SPECIFICATIONS. THESE EXISTING GRANITE CURB ITEMS SHALL BE RE-USED IF DETERMINED SUITABLE FOR RE-USE BY ENGINEER/OWNER. THE CONTRACTOR SHALL THEN COORDINATE/CONFIRM WITH THE CITY IF IT PREFERS TO HAVE EXCESS GRANITE CURB DELIVERED TO ITS DPW FACILITY OR DISPOSED OF OFF-SITE.
2. THE CONTRACTOR SHALL ALSO COORDINATE WITH THE CITY AND DELIVER EXCESS COBBLESTONES (I.E. IN EXCESS OF COBBLESTONES USED TO CREATE BIORETENTION PLANTER SEDIMENT FOREBAYS AND SPLASH PADS) TO SLATER MEMORIAL PARK ON NEWPORT AVENUE IN PAWTUCKET.

**DRAINAGE STRUCTURE REPLACEMENT NOTE:**

1. REFER TO SITE PLAN FOR NEW DRAINAGE STRUCTURE LOCATIONS.

**UTILITY STRUCTURE ADJUSTMENT NOTE:**

1. ADJUST ALL UTILITIES TO GRADE THAT ARE TO REMAIN AND ARE NOT SCHEDULED FOR REMOVAL AND DISPOSAL.

**EXISTING CONDITIONS ALONG PINE STREET ADJACENT TO A.P. 44 / LOT 592:**

1. SUBSEQUENT TO SURVEY, THE REDEVELOPMENT OF THIS LOT COMMENCED AND IS CURRENTLY UNDER CONSTRUCTION. EXISTING CONDITIONS MAY VARY FROM WHAT IS SHOWN ON PLAN. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL CONFIRM EXISTING FEATURES AND THE EXACT LOCATION OF ALL EXISTING UTILITY CONNECTIONS (BOTH OVERHEAD AND UNDERGROUND) PRIOR TO COMMENCING WORK. NOTIFY THE ENGINEER OF ANY POTENTIAL CHANGES THAT WOULD IMPACT PROPOSED CONSTRUCTION.

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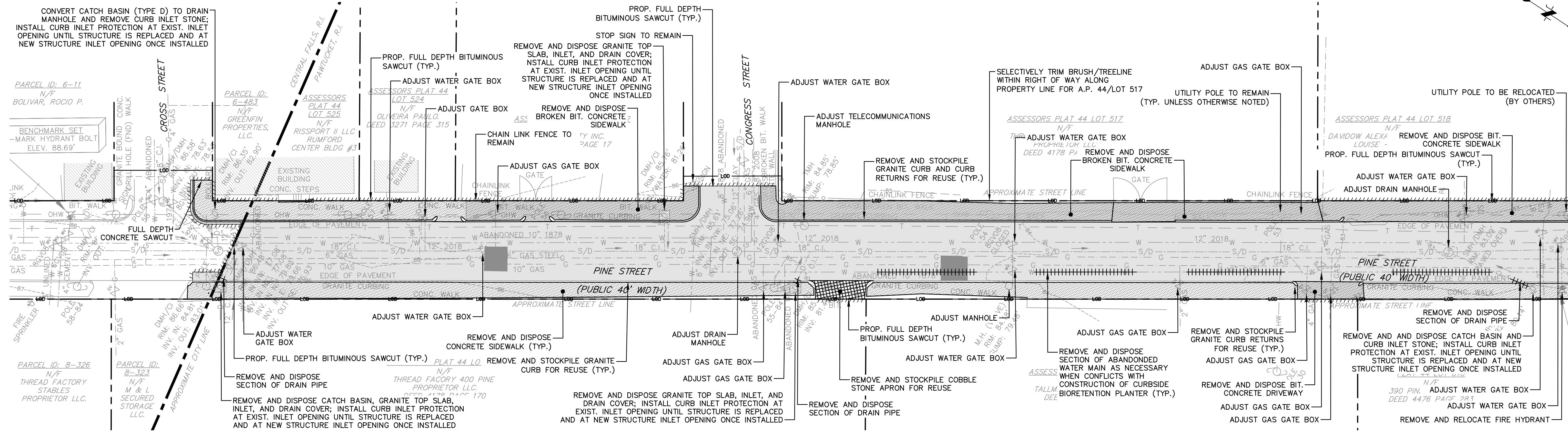
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CITIES OF PAWTUCKET & CENTRAL FALLS  
 SITE PREPARATION PLAN NO. 1  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
 PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS  
 RHODE ISLAND

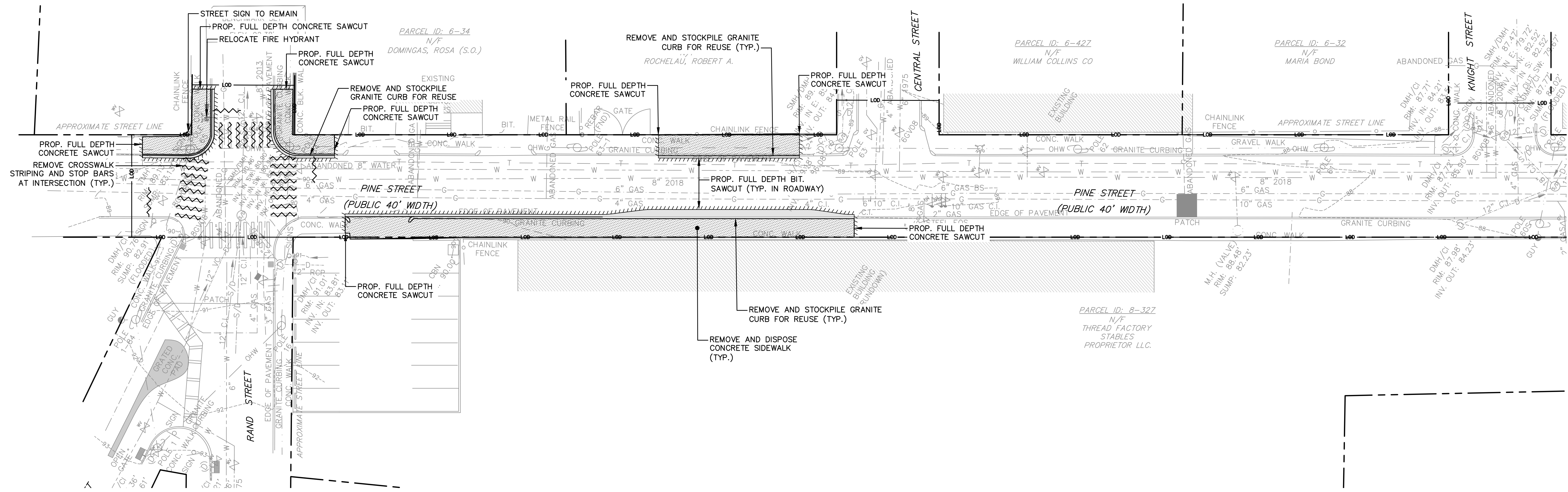
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SEE BELOW FOR WORK PROPOSED IN CENTRAL FALLS



MATCH LINE - SEE SHEET CS-103



SEE ABOVE FOR WORK PROPOSED IN PAWTUCKET

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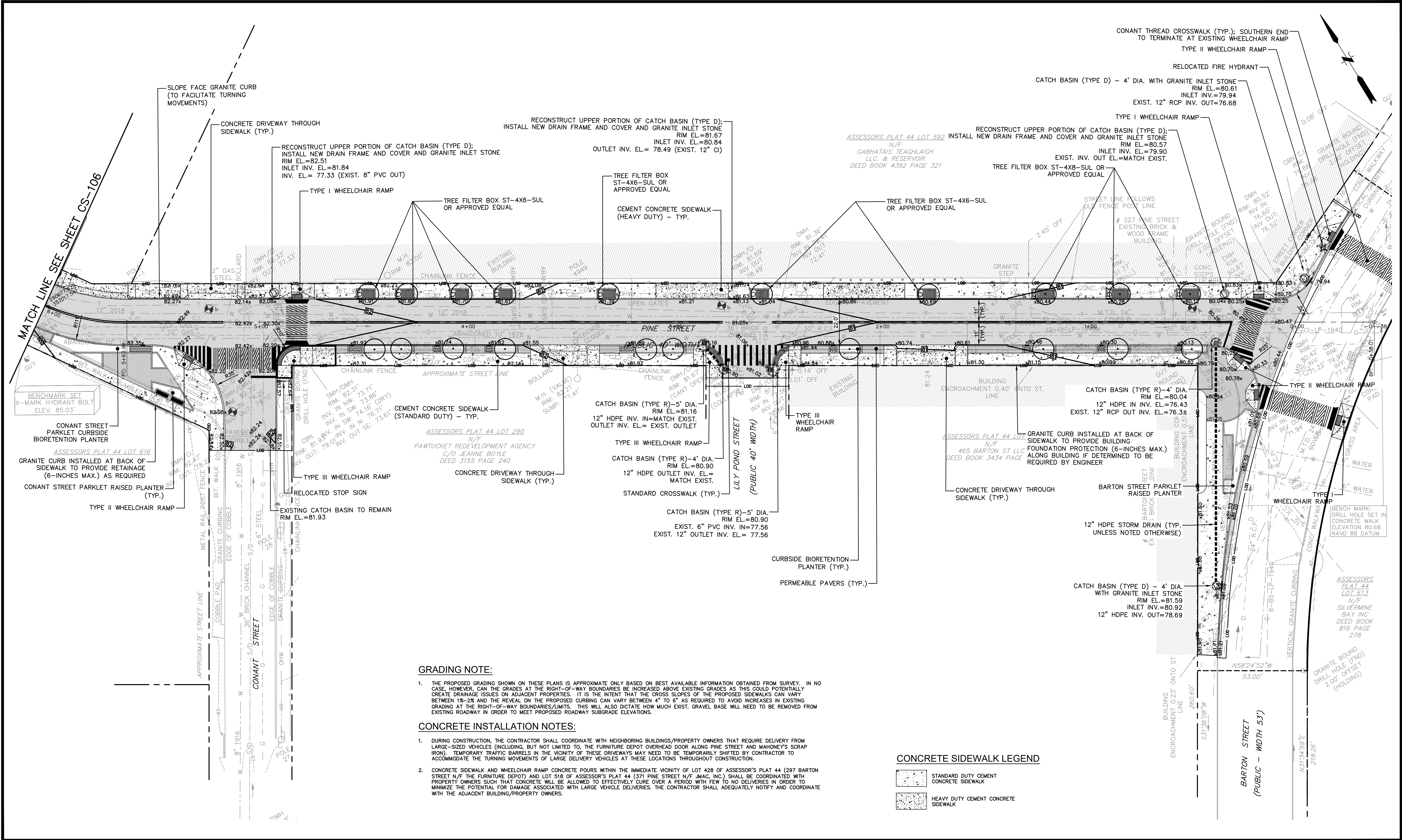
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CITIES OF PAWTUCKET & CENTRAL FALLS  
 SITE PREPARATION PLAN NO. 2  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
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 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

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**GRADING NOTE:**

1. THE PROPOSED GRADING SHOWN ON THESE PLANS IS APPROXIMATE ONLY BASED ON BEST AVAILABLE INFORMATION OBTAINED FROM SURVEY. IN NO CASE, HOWEVER, CAN THE GRADES AT THE RIGHT-OF-WAY BOUNDARIES BE INCREASED ABOVE EXISTING GRADES AS THIS COULD POTENTIALLY CREATE DRAINAGE ISSUES ON ADJACENT PROPERTIES. IT IS THE INTENT THAT THE CROSS SLOPES OF THE PROPOSED SIDEWALKS CAN VARY BETWEEN 1% - 2% AND THE REVEAL ON THE PROPOSED CURBING CAN VARY BETWEEN 4" TO 6" AS REQUIRED TO AVOID INCREASES IN EXISTING GRADING AT THE RIGHT-OF-WAY BOUNDARIES/LIMITS. THIS WILL ALSO DICTATE HOW MUCH EXIST. GRAVEL BASE WILL NEED TO BE REMOVED FROM EXISTING ROADWAY IN ORDER TO MEET PROPOSED ROADWAY SUBGRADE ELEVATIONS.

**CONCRETE INSTALLATION NOTES:**

1. DURING CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH NEIGHBORING BUILDINGS/PROPERTY OWNERS THAT REQUIRE DELIVERY FROM LARGE-SIZED VEHICLES (INCLUDING, BUT NOT LIMITED TO, THE FURNITURE DEPOT OVERHEAD DOOR ALONG PINE STREET AND MAHONEY'S SCRAP IRON). TEMPORARY TRAFFIC BARRELS IN THE VICINITY OF THESE DRIVEWAYS MAY NEED TO BE TEMPORARILY SHIFTED BY CONTRACTOR TO ACCOMMODATE THE TURNING MOVEMENTS OF LARGE DELIVERY VEHICLES AT THESE LOCATIONS THROUGHOUT CONSTRUCTION.
2. CONCRETE SIDEWALK AND WHEELCHAIR RAMP CONCRETE POURS WITHIN THE IMMEDIATE VICINITY OF LOT 428 OF ASSESSOR'S PLAT 44 (297 BARTON STREET N/F THE FURNITURE DEPOT) AND LOT 518 OF ASSESSOR'S PLAT 44 (371 PINE STREET N/F JMAC, INC.) SHALL BE COORDINATED WITH PROPERTY OWNERS SUCH THAT CONCRETE WILL BE ALLOWED TO EFFECTIVELY CURE OVER A PERIOD WITH FEW TO NO DELIVERIES IN ORDER TO MINIMIZE THE POTENTIAL FOR DAMAGE ASSOCIATED WITH LARGE VEHICLE DELIVERIES. THE CONTRACTOR SHALL ADEQUATELY NOTIFY AND COORDINATE WITH THE ADJACENT BUILDING/PROPERTY OWNERS.

**CONCRETE SIDEWALK LEGEND**

- STANDARD DUTY CEMENT CONCRETE SIDEWALK
- HEAVY DUTY CEMENT CONCRETE SIDEWALK

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CITIES OF PAWTUCKET & CENTRAL FALLS

SITE LAYOUT PLAN NO. 1

PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS

PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025

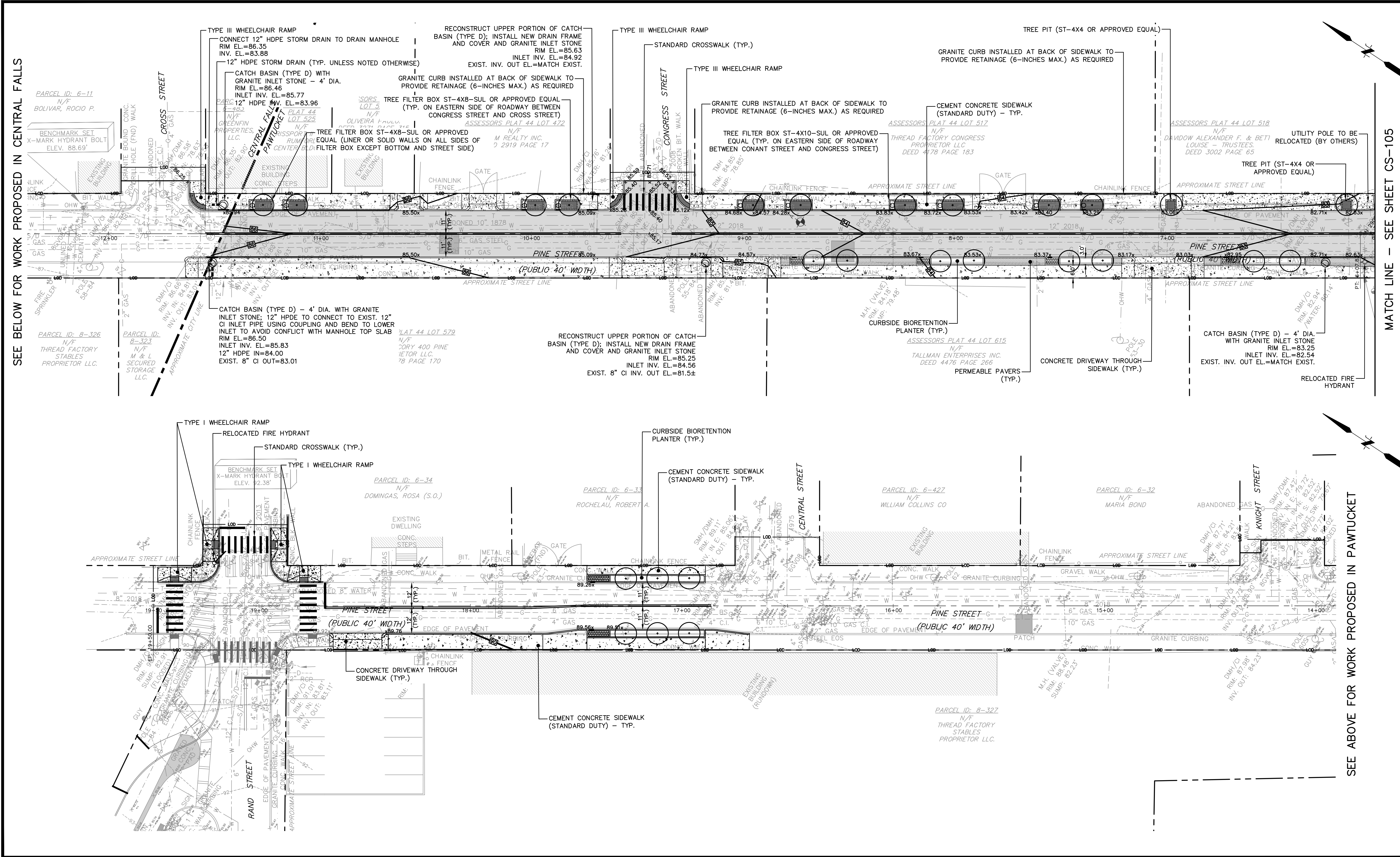
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SEE ABOVE FOR WORK PROPOSED IN PAWTUCKET

MATCH LINE - SEE SHEET CS-105



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CITIES OF PAWTUCKET & CENTRAL FALLS

SITE LAYOUT PLAN NO. 2

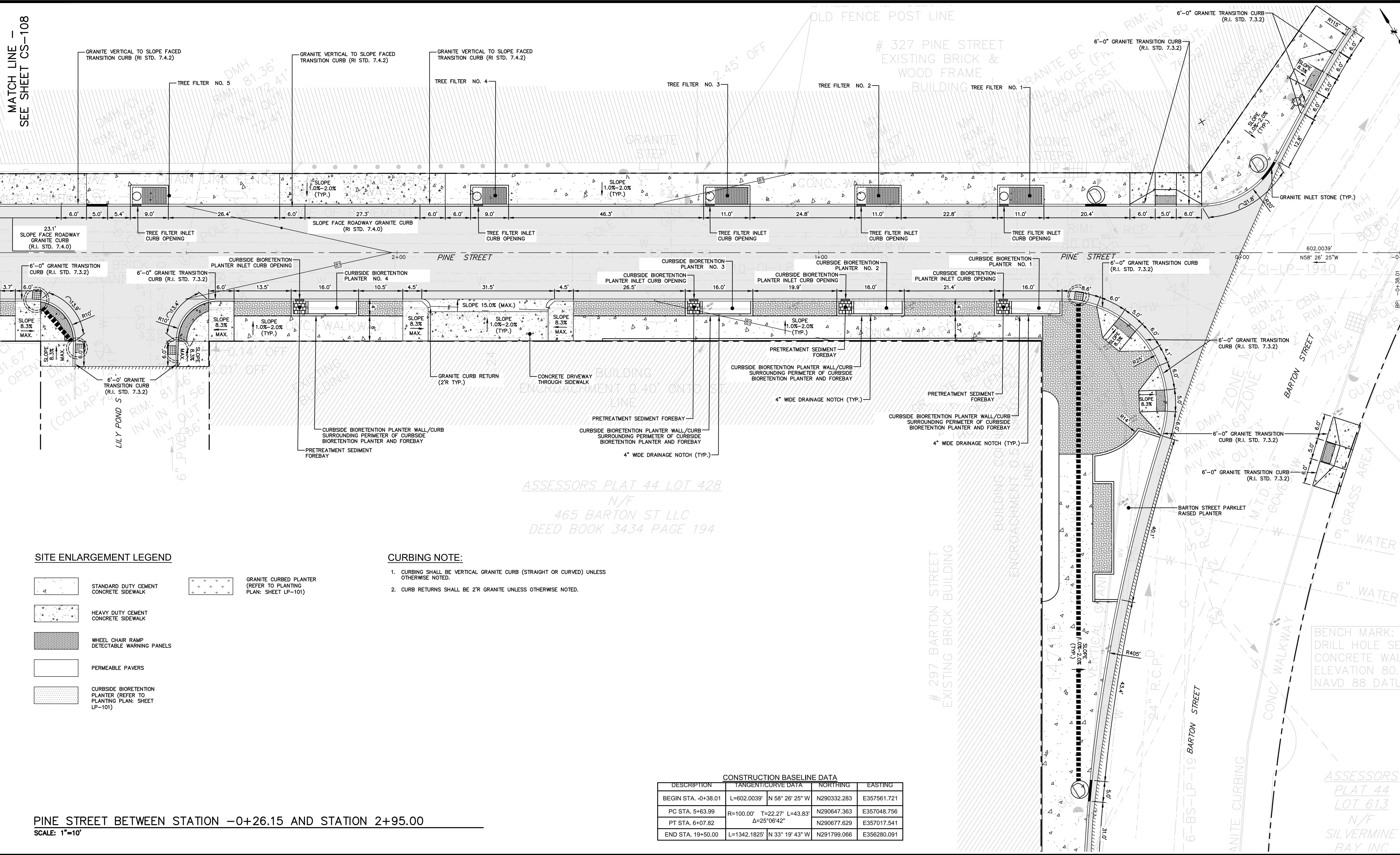
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS

PAWTUCKET & CENTRAL FALLS RHODE ISLAND

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**SITE ENLARGEMENT LEGEND**

- |  |  |  |   |
|--|--|--|---|
|  | STANDARD DUTY CEMENT CONCRETE SIDEWALK                               |  | GRANITE CURBED PLANTER (REFER TO PLANTING PLAN: SHEET LP-101) |
|  | HEAVY DUTY CEMENT CONCRETE SIDEWALK                                  |  |   |
|  | WHEEL CHAIR RAMP DETECTABLE WARNING PANELS                           |  |   |
|  | PERMEABLE PAVERS   |  |   |
|  | CURBSIDE BIORETENTION PLANTER (REFER TO PLANTING PLAN: SHEET LP-101) |  |   |

**CURBING NOTE:**

- CURBING SHALL BE VERTICAL GRANITE CURB (STRAIGHT OR CURVED) UNLESS OTHERWISE NOTED.
- CURB RETURNS SHALL BE 2'R GRANITE UNLESS OTHERWISE NOTED.

**CONSTRUCTION BASELINE DATA**

DESCRIPTION	TANGENT/CURVE DATA	NORTHING	EASTING
BEGIN STA. -0+38.01	L=602.0039' N 58° 26' 25" W	N290332.283	E357561.721
PC STA. 5+63.99	R=100.00' T=22.27' L=43.83' Δ=25°06'42"	N290647.363	E357048.756
PT STA. 6+07.82		N290677.629	E357017.541
END STA. 19+50.00	L=1342.1825' N 33° 19' 43" W	N291799.066	E356280.091

PINE STREET BETWEEN STATION -0+26.15 AND STATION 2+95.00  
SCALE: 1"=10'

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL	SEAL
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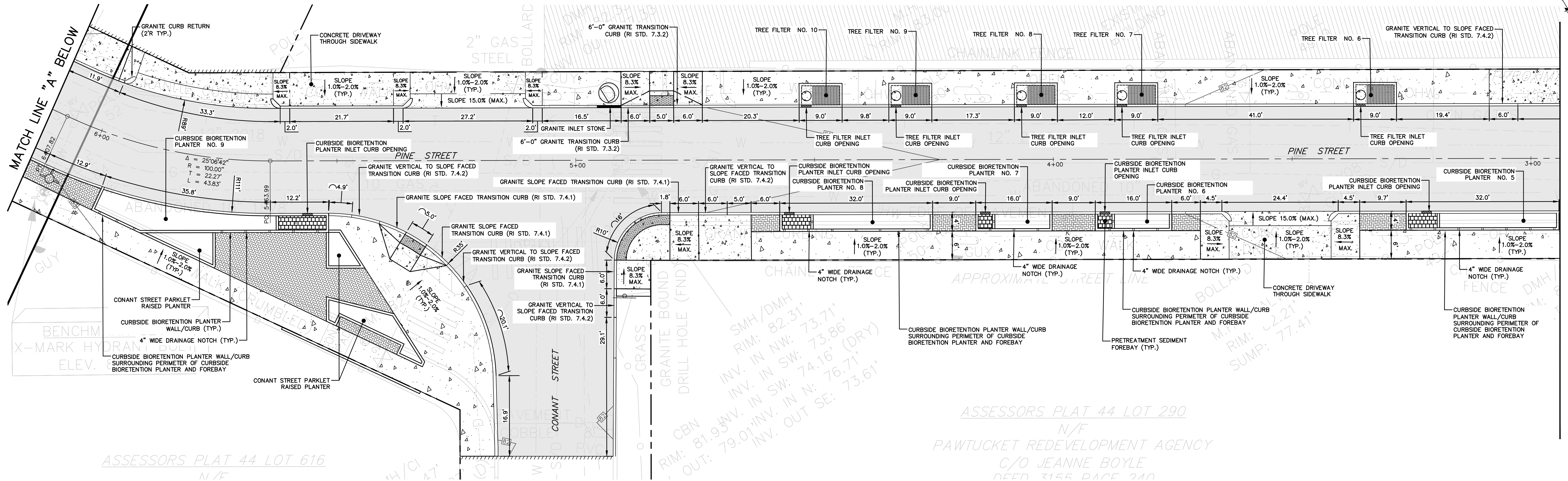
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DATUM:  
HORIZ.: NAD83  
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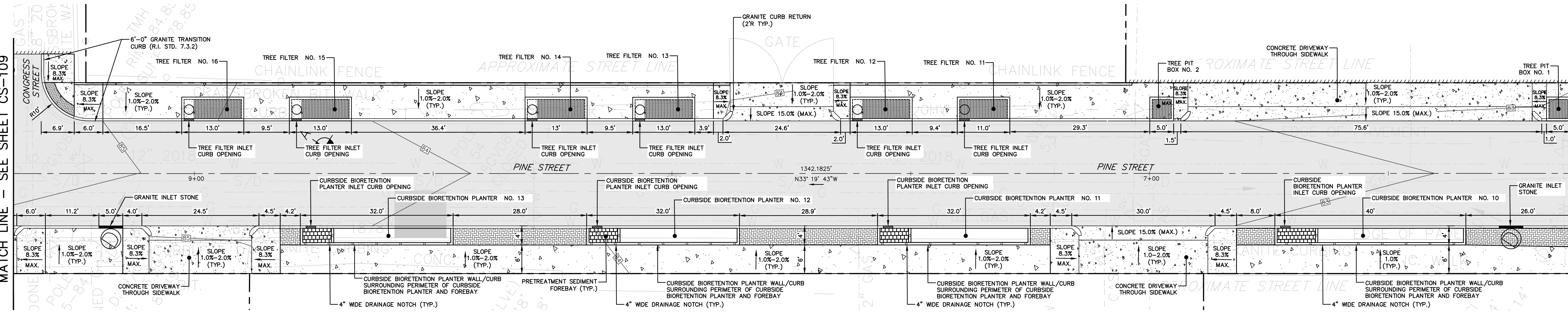
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401.861.3070  
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CITIES OF PAWTUCKET & CENTRAL FALLS  
SITE LAYOUT ENLARGEMENT PLAN NO. 1  
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS  
RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025  
**CS-107**



PINE STREET BETWEEN STATION 2+95.00 AND STATION 6+10.00  
SCALE: 1"=10'



PINE STREET BETWEEN STATION 6+10.00 AND STATION 9+38.00  
SCALE: 1"=10'

File: J:\DWG\20150951\10\CityPlan\20150951\10\_SIT02\_ENLARGE.dwg Layout: CS-108 Plotted: 2025-02-14 6:58 AM Saved: 2025-02-14 6:57 AM User: Sean Aruda  
 LAYER STATE: PC3: NONE STR: CTB: FO: STB

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL	SEAL
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SCALE:  
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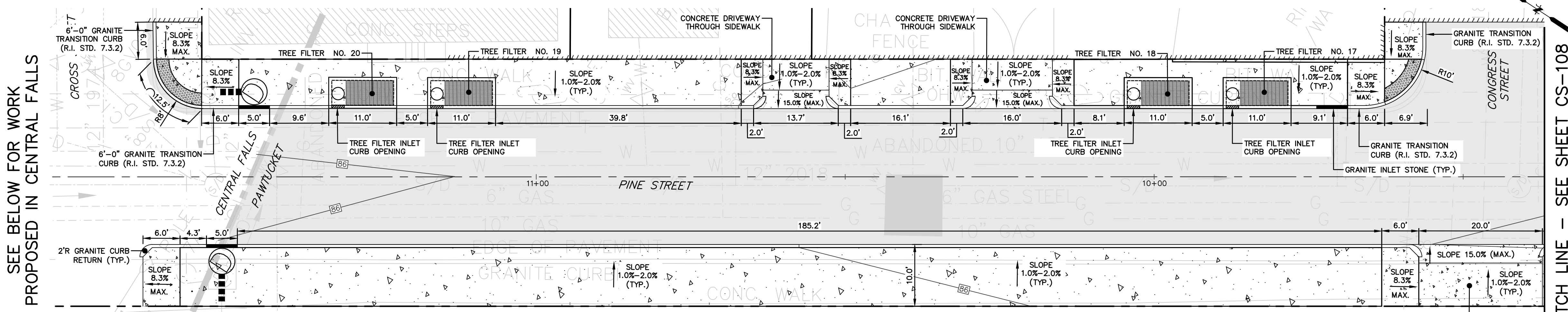
GRAPHIC SCALE

**FUSS & O'NEILL**  
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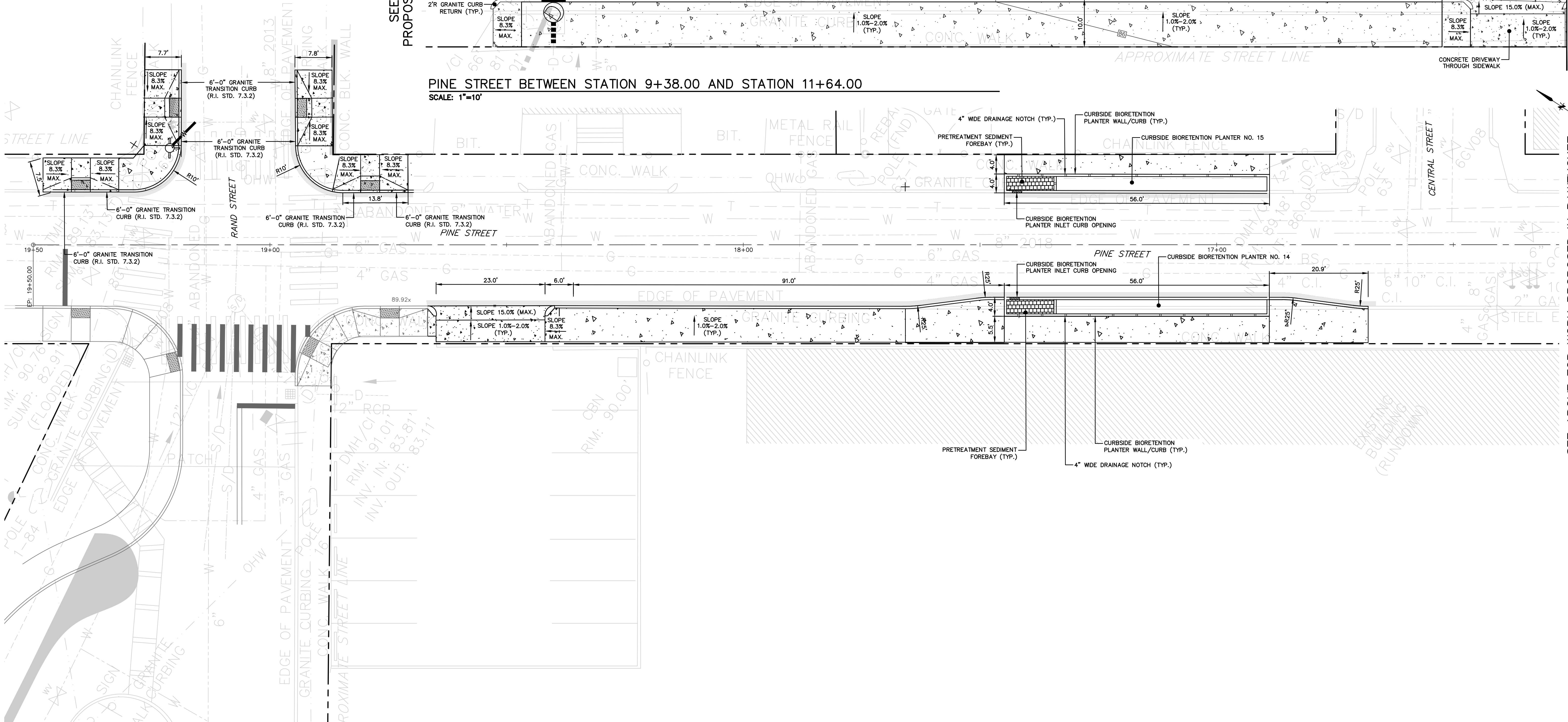
CITIES OF PAWTUCKET & CENTRAL FALLS  
 SITE LAYOUT ENLARGEMENT PLAN NO. 2  
 PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**CS-108**

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 LAYER STATE: PC3: NONE STRICTB: FO STB



**PINE STREET BETWEEN STATION 9+38.00 AND STATION 11+64.00**  
 SCALE: 1"=10'



**PINE STREET BETWEEN STATION 16+66.37 AND STATION 19+45.83 (IN CENTRAL FALLS)**  
 SCALE: 1"=10'

SEAL

SEAL

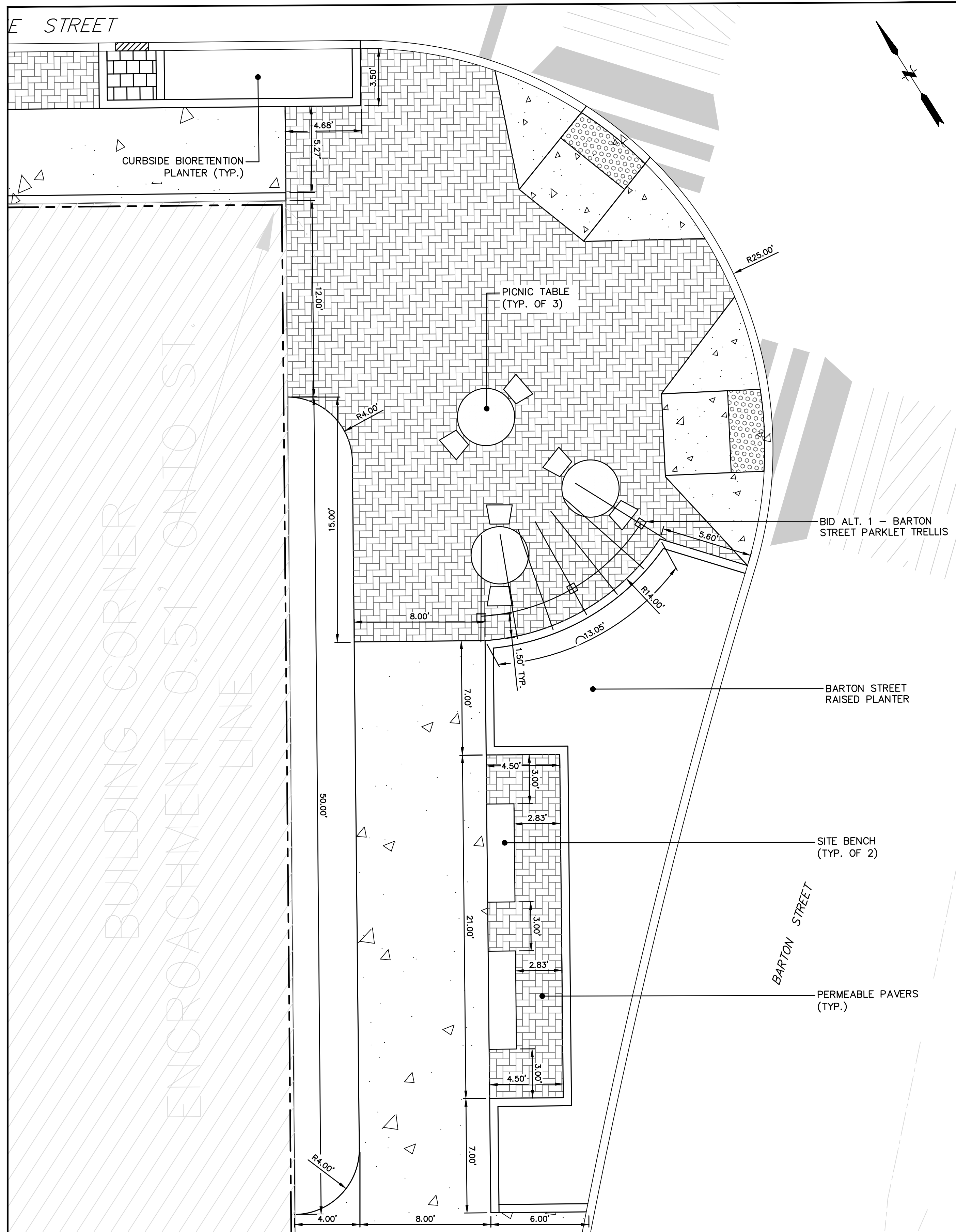
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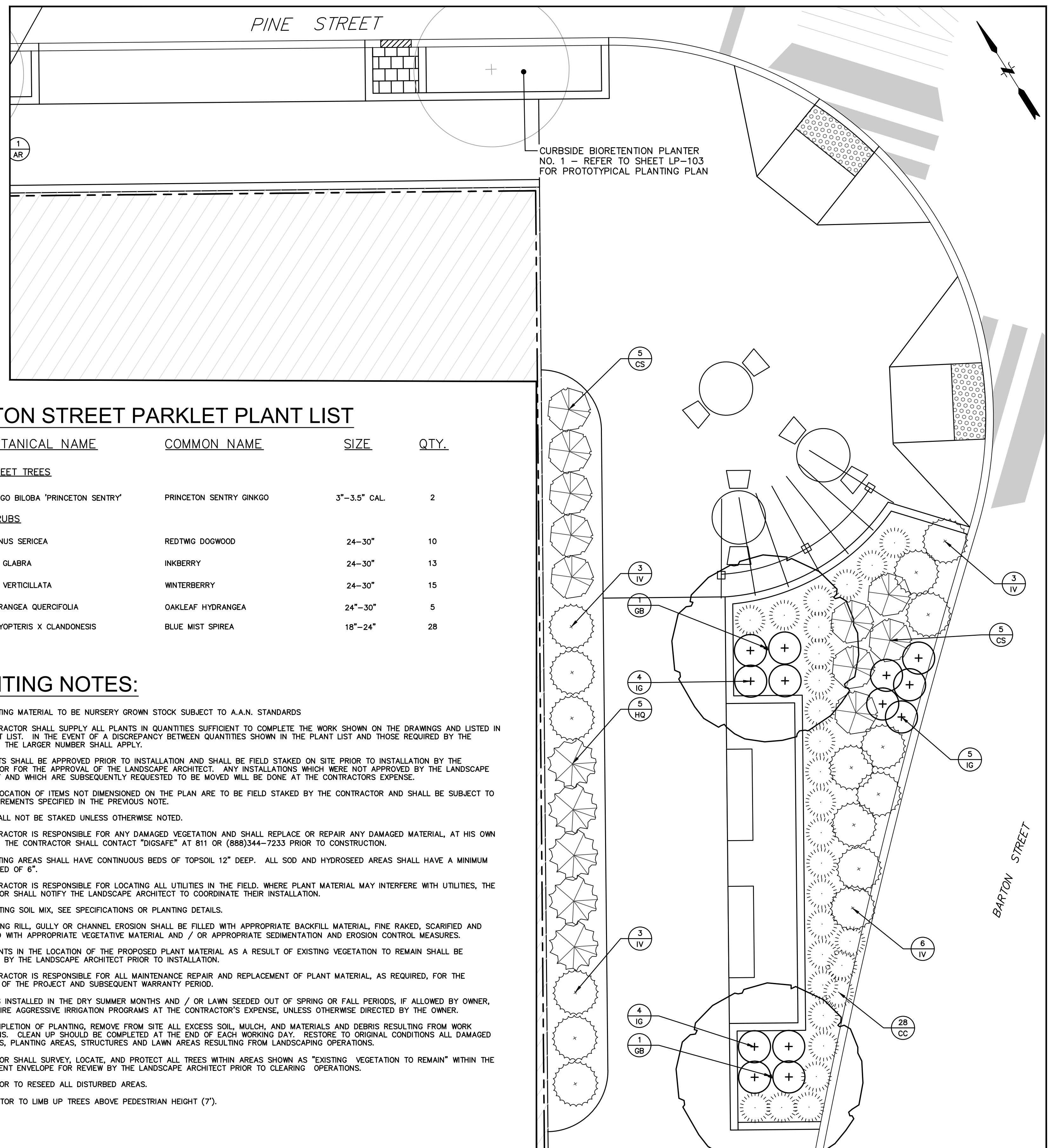
CITIES OF PAWTUCKET & CENTRAL FALLS  
 SITE LAYOUT ENLARGEMENT PLAN NO. 3  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
 PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS  
 RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**CS-109**

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER



**BARTON STREET PARKLET LAYOUT & MATERIALS PLAN**  
SCALE: 1/4"=1'-0"



**BARTON STREET PARKLET PLANT LIST**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
<b>STREET TREES</b>				
GB	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	3"-3.5" CAL.	2
<b>SHRUBS</b>				
CS	CORNUS SERICEA	REDTWIG DOGWOOD	24-30"	10
IG	ILEX GLABRA	INKBERRY	24-30"	13
IV	ILEX VERTICILLATA	WINTERBERRY	24-30"	15
HQ	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	24"-30"	5
CC	CARYOPTERIS X CLANDONESIS	BLUE MIST SPIREA	18"-24"	28

**PLANTING NOTES:**

- ALL PLANTING MATERIAL TO BE NURSERY GROWN STOCK SUBJECT TO A.A.N. STANDARDS
- THE CONTRACTOR SHALL SUPPLY ALL PLANTS IN QUANTITIES SUFFICIENT TO COMPLETE THE WORK SHOWN ON THE DRAWINGS AND LISTED IN THE PLANT LIST. IN THE EVENT OF A DISCREPANCY BETWEEN QUANTITIES SHOWN IN THE PLANT LIST AND THOSE REQUIRED BY THE DRAWINGS, THE LARGER NUMBER SHALL APPLY.
- ALL PLANTS SHALL BE APPROVED PRIOR TO INSTALLATION AND SHALL BE FIELD STAKED ON SITE PRIOR TO INSTALLATION BY THE CONTRACTOR FOR THE APPROVAL OF THE LANDSCAPE ARCHITECT. ANY INSTALLATIONS WHICH WERE NOT APPROVED BY THE LANDSCAPE ARCHITECT AND WHICH ARE SUBSEQUENTLY REQUESTED TO BE MOVED WILL BE DONE AT THE CONTRACTORS EXPENSE.
- PRECISE LOCATION OF ITEMS NOT DIMENSIONED ON THE PLAN ARE TO BE FIELD STAKED BY THE CONTRACTOR AND SHALL BE SUBJECT TO THE REQUIREMENTS SPECIFIED IN THE PREVIOUS NOTE.
- TREES SHALL NOT BE STAKED UNLESS OTHERWISE NOTED.
- THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGED VEGETATION AND SHALL REPLACE OR REPAIR ANY DAMAGED MATERIAL, AT HIS OWN EXPENSE. THE CONTRACTOR SHALL CONTACT "DIGSAFE" AT 811 OR (888)344-7233 PRIOR TO CONSTRUCTION.
- ALL PLANTING AREAS SHALL HAVE CONTINUOUS BEDS OF TOPSOIL 12" DEEP. ALL SOD AND HYDROSEED AREAS SHALL HAVE A MINIMUM TOPSOIL BED OF 6".
- THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES IN THE FIELD. WHERE PLANT MATERIAL MAY INTERFERE WITH UTILITIES, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT TO COORDINATE THEIR INSTALLATION.
- FOR PLANTING SOIL MIX, SEE SPECIFICATIONS OR PLANTING DETAILS.
- ALL EXISTING RILL, GULLY OR CHANNEL EROSION SHALL BE FILLED WITH APPROPRIATE BACKFILL MATERIAL, FINE RAKED, SCARIFIED AND STABILIZED WITH APPROPRIATE VEGETATIVE MATERIAL AND / OR APPROPRIATE SEDIMENTATION AND EROSION CONTROL MEASURES.
- ADJUSTMENTS IN THE LOCATION OF THE PROPOSED PLANT MATERIAL AS A RESULT OF EXISTING VEGETATION TO REMAIN SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL MAINTENANCE REPAIR AND REPLACEMENT OF PLANT MATERIAL, AS REQUIRED, FOR THE DURATION OF THE PROJECT AND SUBSEQUENT WARRANTY PERIOD.
- PLANTINGS INSTALLED IN THE DRY SUMMER MONTHS AND / OR LAWN SEEDING OUT OF SPRING OR FALL PERIODS, IF ALLOWED BY OWNER, WILL REQUIRE AGGRESSIVE IRRIGATION PROGRAMS AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED BY THE OWNER.
- UPON COMPLETION OF PLANTING, REMOVE FROM SITE ALL EXCESS SOIL, MULCH, AND MATERIALS AND DEBRIS RESULTING FROM WORK OPERATIONS. CLEAN UP SHOULD BE COMPLETED AT THE END OF EACH WORKING DAY. RESTORE TO ORIGINAL CONDITIONS ALL DAMAGED PAVEMENTS, PLANTING AREAS, STRUCTURES AND LAWN AREAS RESULTING FROM LANDSCAPING OPERATIONS.
- CONTRACTOR SHALL SURVEY, LOCATE, AND PROTECT ALL TREES WITHIN AREAS SHOWN AS "EXISTING VEGETATION TO REMAIN" WITHIN THE DEVELOPMENT ENVELOPE FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO CLEARING OPERATIONS.
- CONTRACTOR TO RESEED ALL DISTURBED AREAS.
- CONTRACTOR TO LUMB UP TREES ABOVE PEDESTRIAN HEIGHT (7').

**BARTON STREET PARKLET PLANTING PLAN**  
SCALE: 1/4"=1'-0"

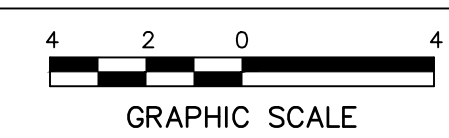
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LMS VIEW: PC3: NONE STB/CTB: FO STB LAYER STATE:

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL

SEAL

SCALE:  
HORZ.: 1/4" = 1'-0"  
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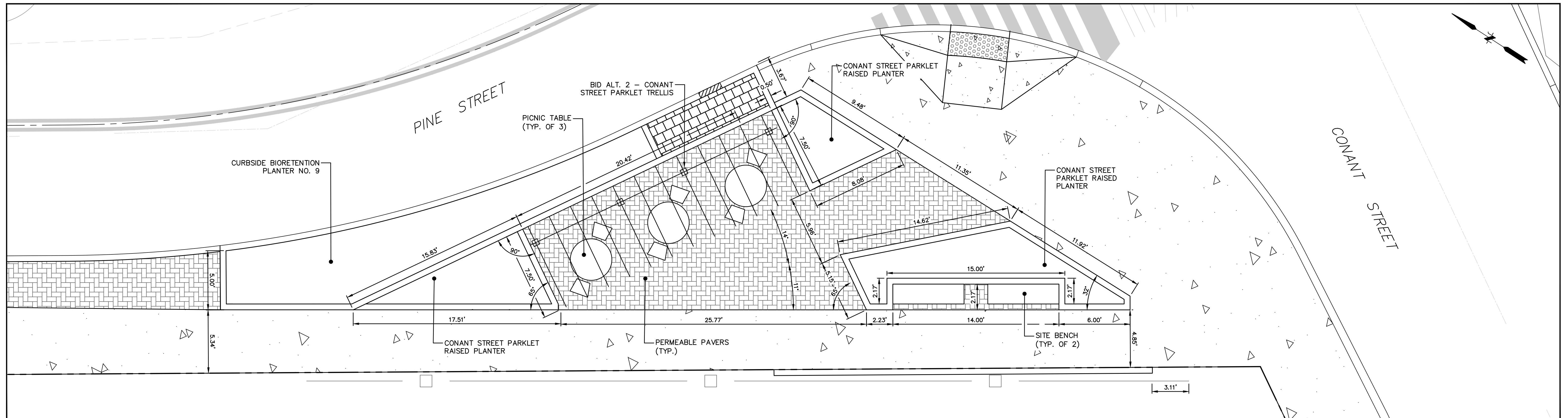


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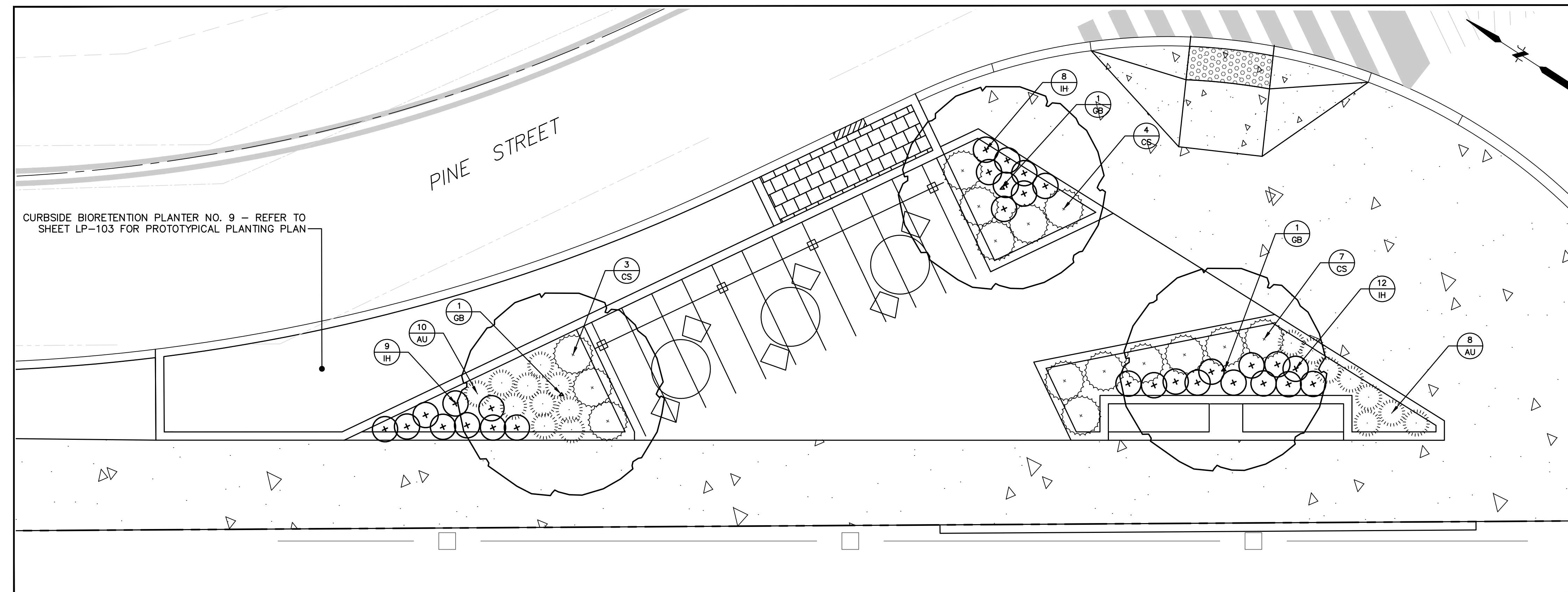
CITIES OF PAWTUCKET & CENTRAL FALLS  
LANDSCAPE ENLARGEMENT PLAN NO. 1  
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS  
RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025  
**LP-101**





**CONANT STREET PARKLET LAYOUT & MATERIALS PLAN**  
SCALE: 1/4"=1'-0"



**CONANT STREET PARKLET PLANTING PLAN**  
SCALE: 1/4"=1'-0"

**CONANT STREET PARKLET PLANT LIST**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
<b>STREET TREES</b>				
GB	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	3"-3.5" CAL.	3
<b>SHRUBS</b>				
AU	ARCTOSTAPHYLOS UVA-URSI	BEARBERRY	12-18" SPRD	18
CS	CORNUS SERICEA	REDTWIG DOGWOOD	24-30"	14
IH	ITEA VIRGINICA	VIRGINIA SWEETSPICE	18-24"	17

File: J:\DWG\IP20150951\101\DWG\IP20150951\C10\_LND01.dwg Layout: LP-102 Plotted: 2025-02-14 7:03 AM Saved: 2025-02-14 7:03 AM User: Sean Aruda  
 LAYER STATE: PC3: NONE STB:CTB: FO STB

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

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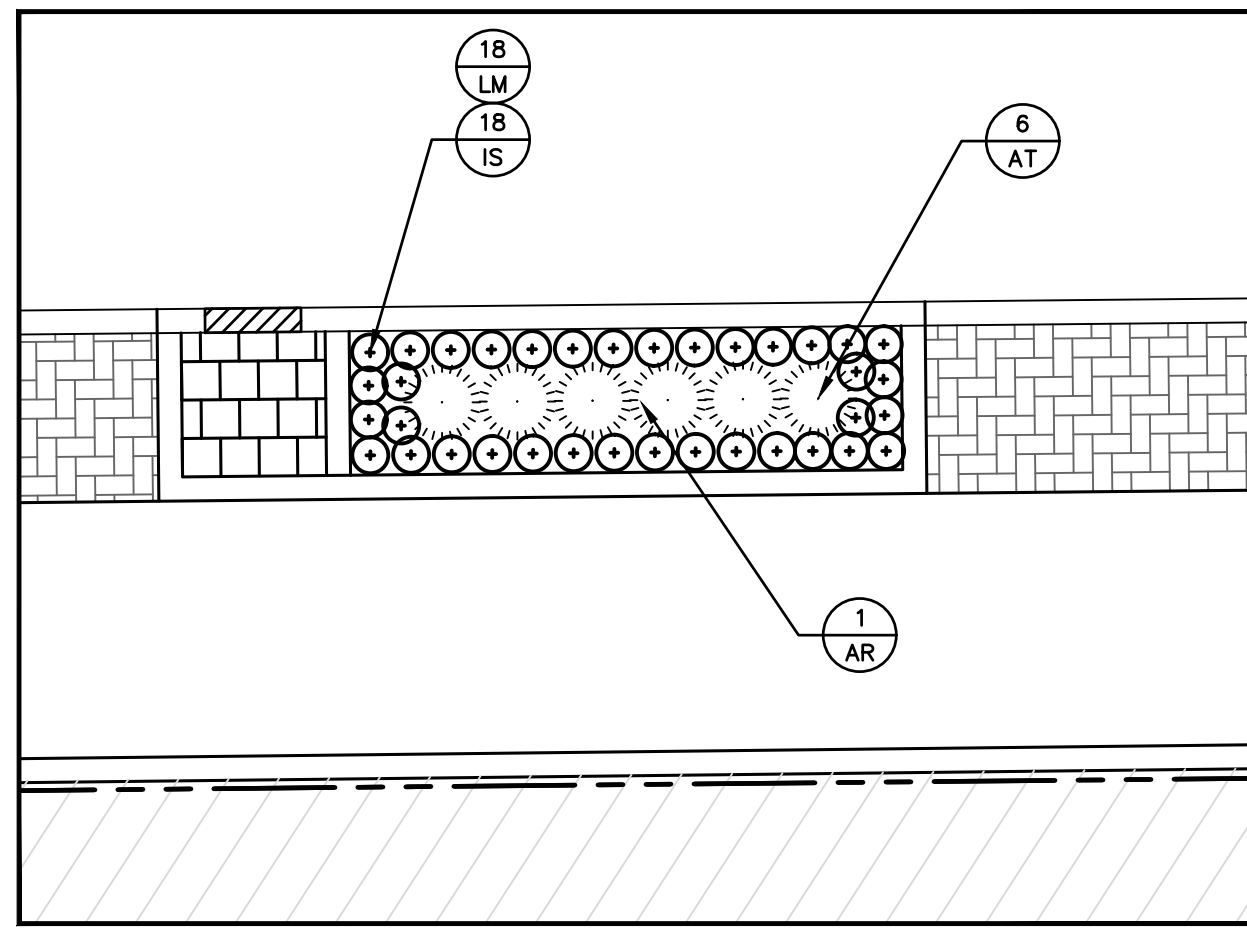
SEAL

SCALE:  
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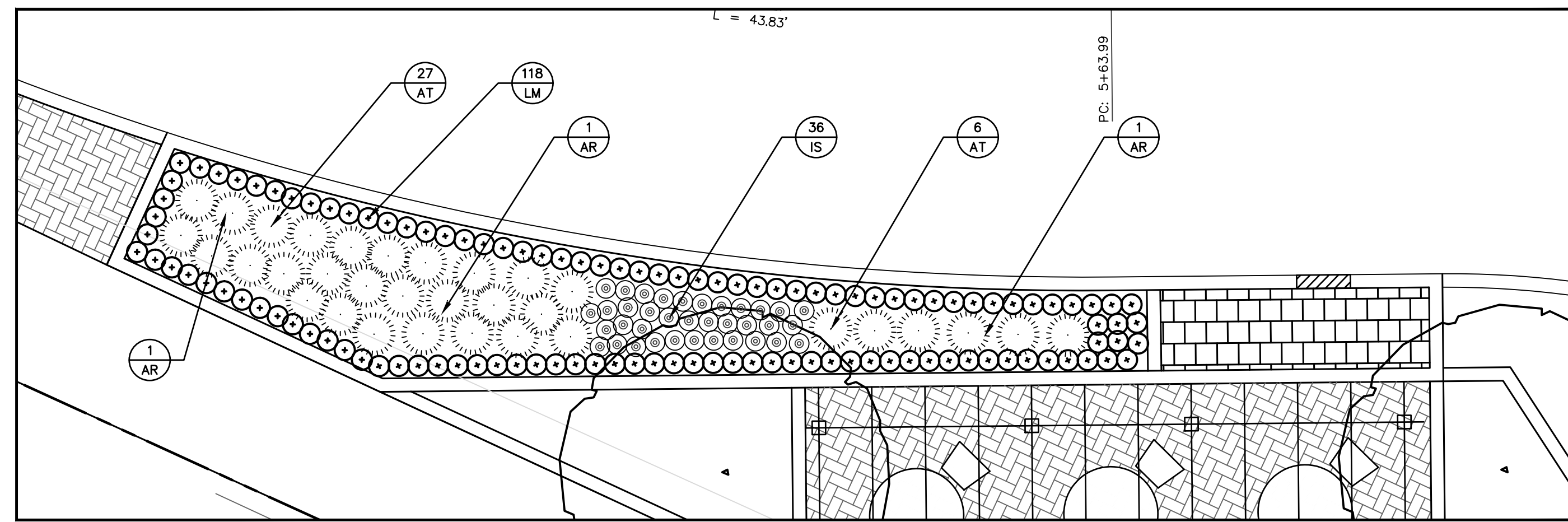
CITIES OF PAWTUCKET & CENTRAL FALLS  
 LANDSCAPE ENLARGEMENT PLAN NO. 2  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
 PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**LP-102**



CURBSIDE BIORETENTION PLANTER NOS. 1-4, 6, 7 - PROTOTYPICAL PLANTING PLAN

SCALE: 1/4"=1'-0"

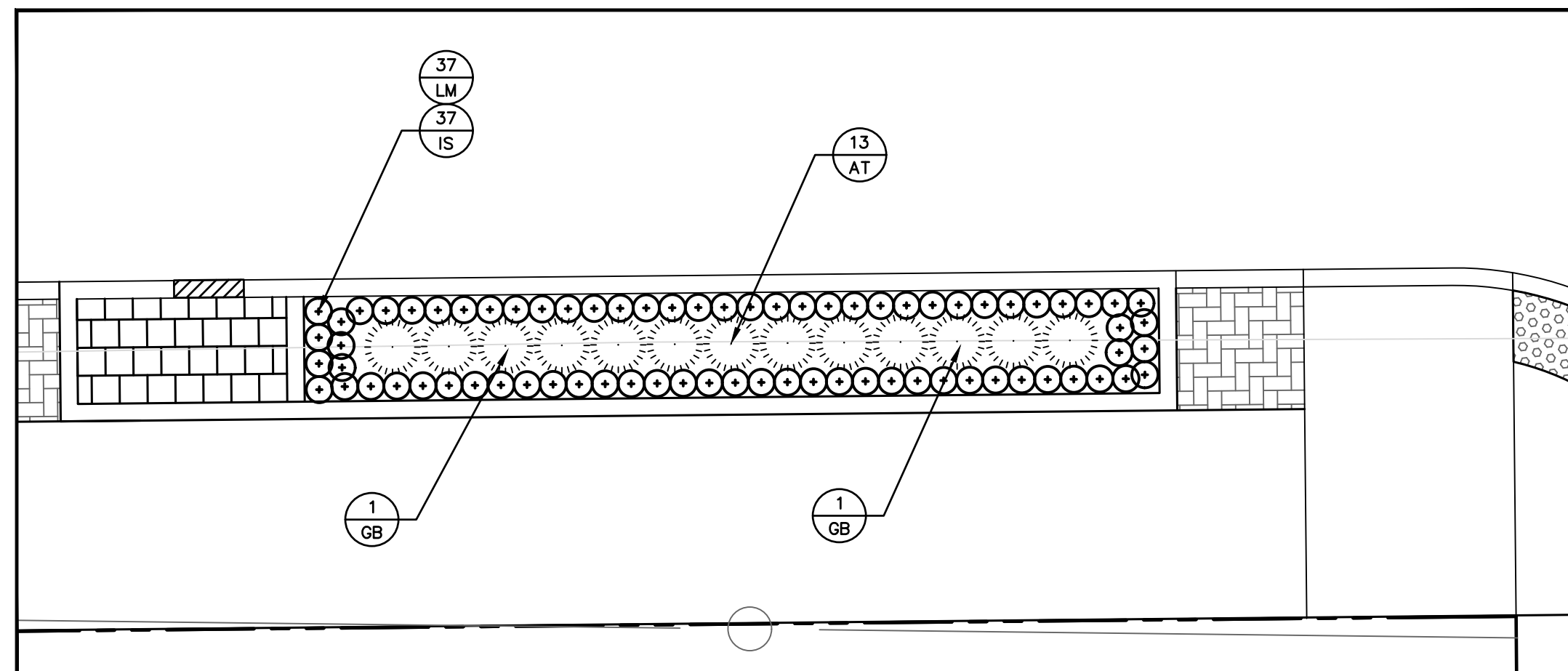


CURBSIDE BIORETENTION PLANTER NO. 9 - PROTOTYPICAL PLANTING PLAN

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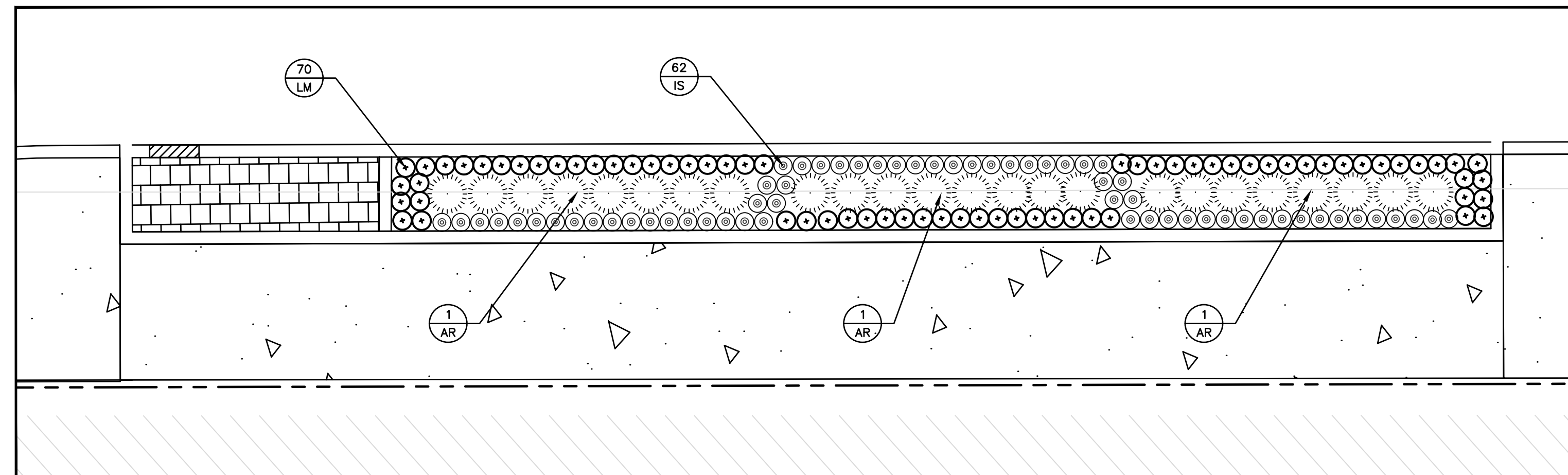
**CURBSIDE BIORETENTION PLANTER PLANT LIST**

KEY	BOTANICAL NAME	COMMON NAME	SIZE
<b>STREET TREES</b>			
AR	ACER RUBRUM 'BOWHALL'	BOWHALL RED MAPLE	3"-3.5" CAL.
GB	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	3"-3.5" CAL.
<b>ORNAMENTAL TREES</b>			
AB	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2"-2.5" CAL.
SR	SYRINGA RETICULATA	JAPANESE TREE LILAC	2"-2.5" CAL.
<b>PERENNIALS/ORNAMENTAL GRASSES</b>			
AT	AMSONIA TABERNAEMONTANA 'STORM CLOUD'	STORM CLOUD AMSONIA	1 GAL.
LM	LIRIOPE MUSCARI 'SUPER BLUE'	SUPER BLUE LILYTURF	1 GAL.
IS	IRIS SIBIRICA	SIBERIAN IRIS	1 GAL.



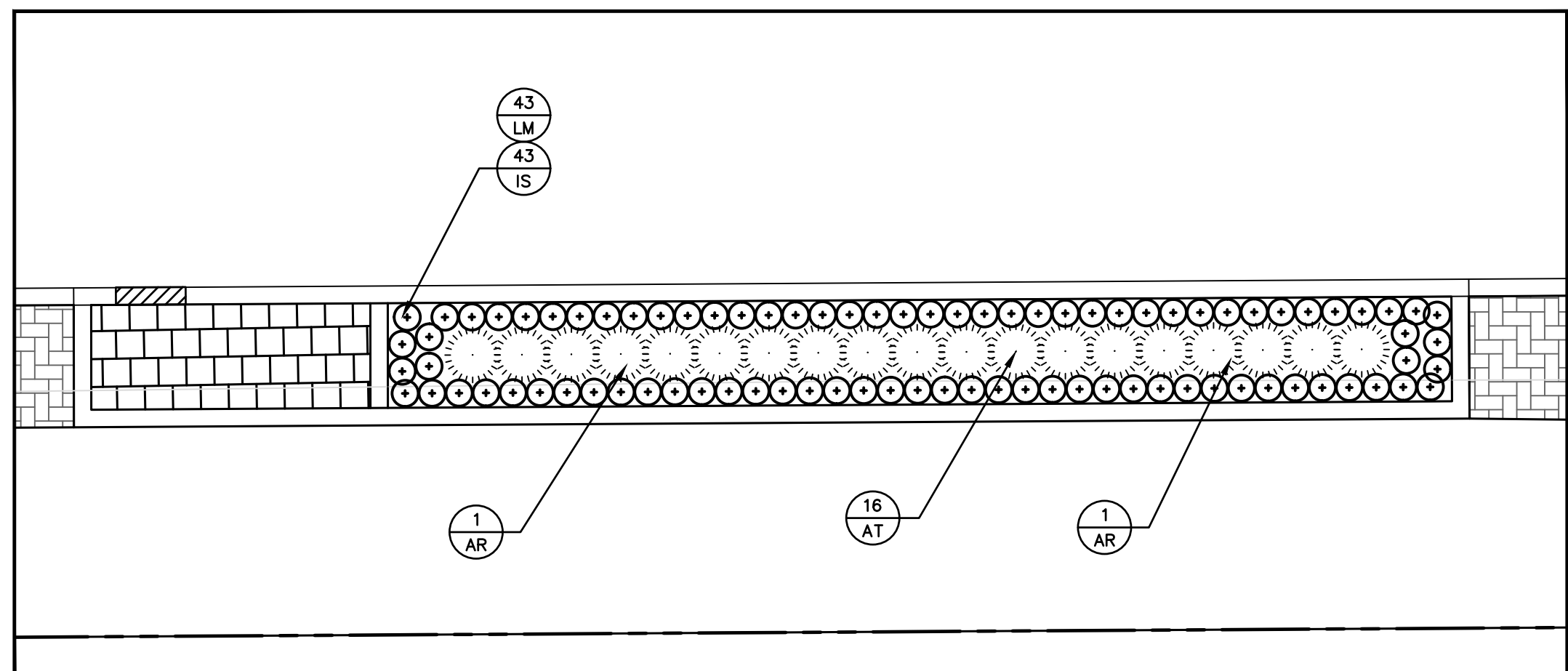
CURBSIDE BIORETENTION PLANTER NOS. 5, 8, 11-13 - PROTOTYPICAL PLANTING PLAN

SCALE: 1/4"=1'-0"



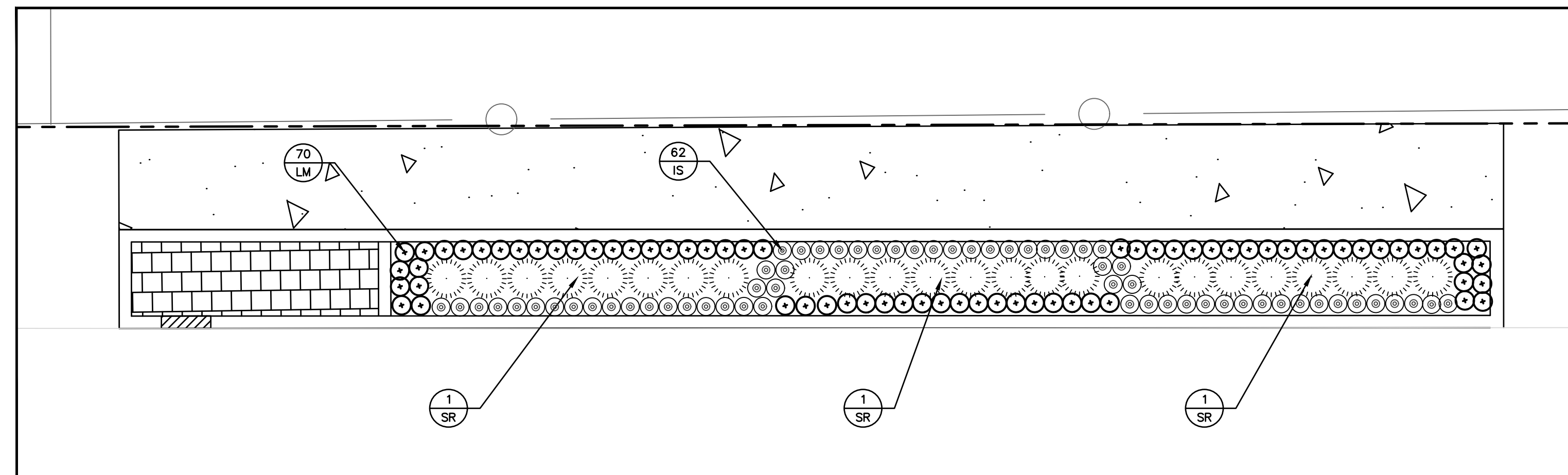
CURBSIDE BIORETENTION PLANTER NO. 14 - PROTOTYPICAL PLANTING PLAN

SCALE: 1/4"=1'-0"



CURBSIDE BIORETENTION PLANTER NO. 10 - PROTOTYPICAL PLANTING PLAN

SCALE: 1/4"=1'-0"



CURBSIDE BIORETENTION PLANTER NO. 15 - PROTOTYPICAL PLANTING PLAN

SCALE: 1/4"=1'-0"

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LAYER STATE:

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL

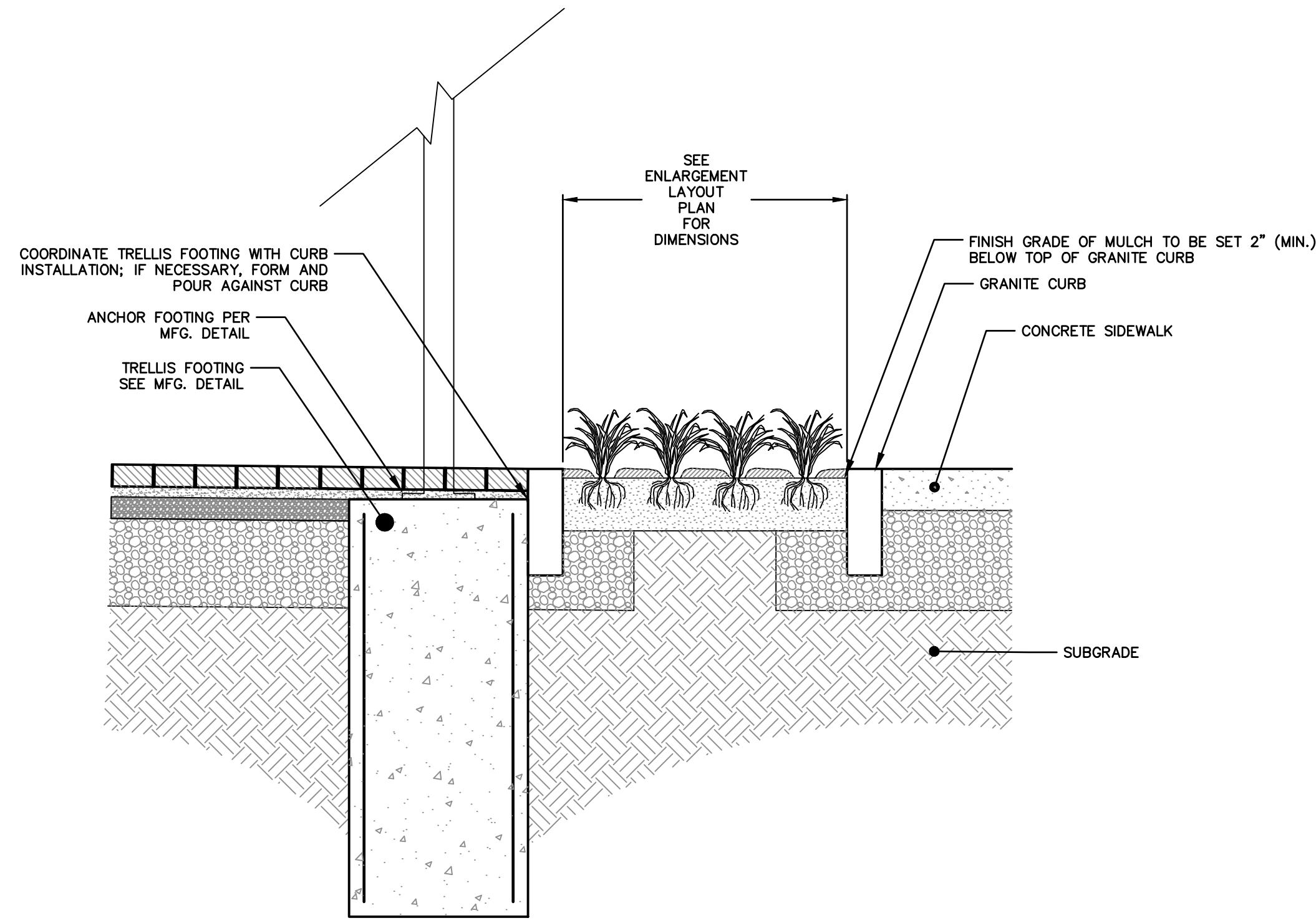
SEAL

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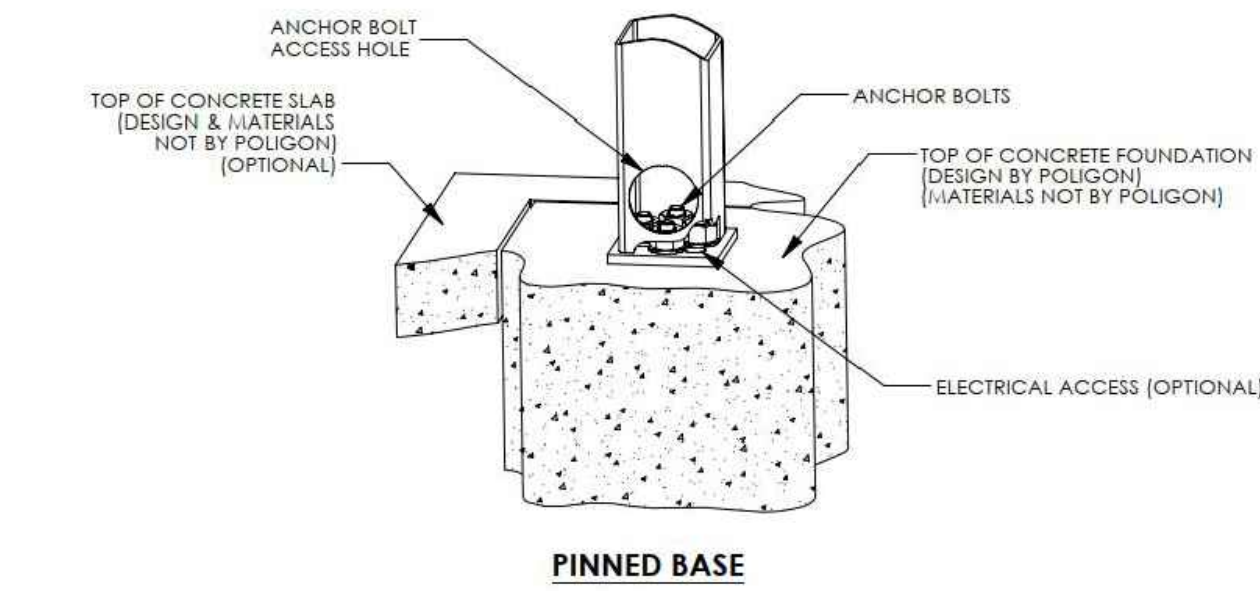
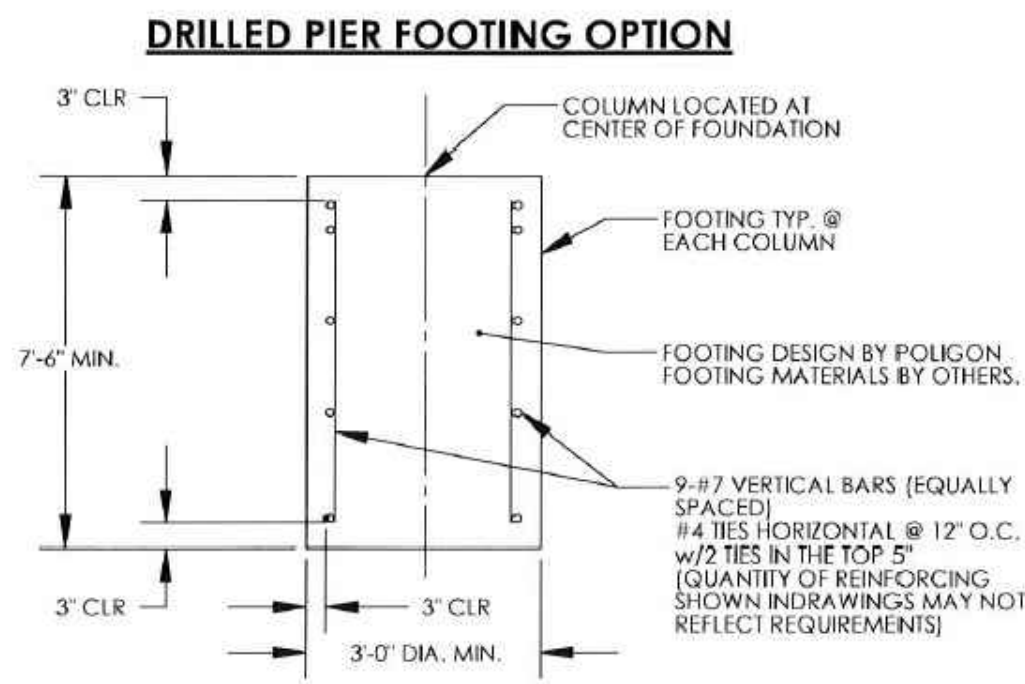
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CITIES OF PAWTUCKET & CENTRAL FALLS  
 LANDSCAPE ENLARGEMENT PLAN NO. 3  
 PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**LP-103**

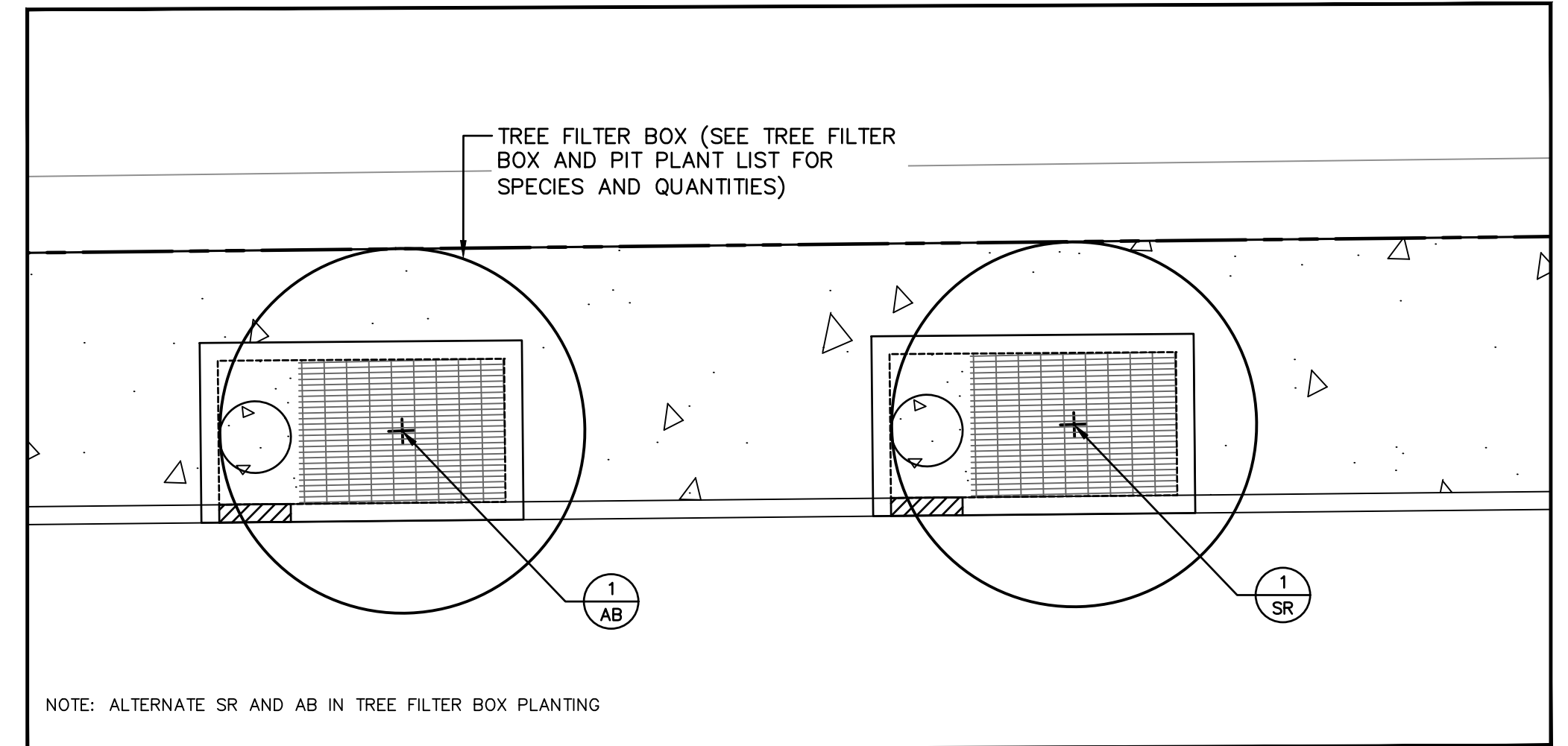


**PLANTER IN PERMEABLE PAVERS W/ TRELLIS FOOTING**  
NOT TO SCALE

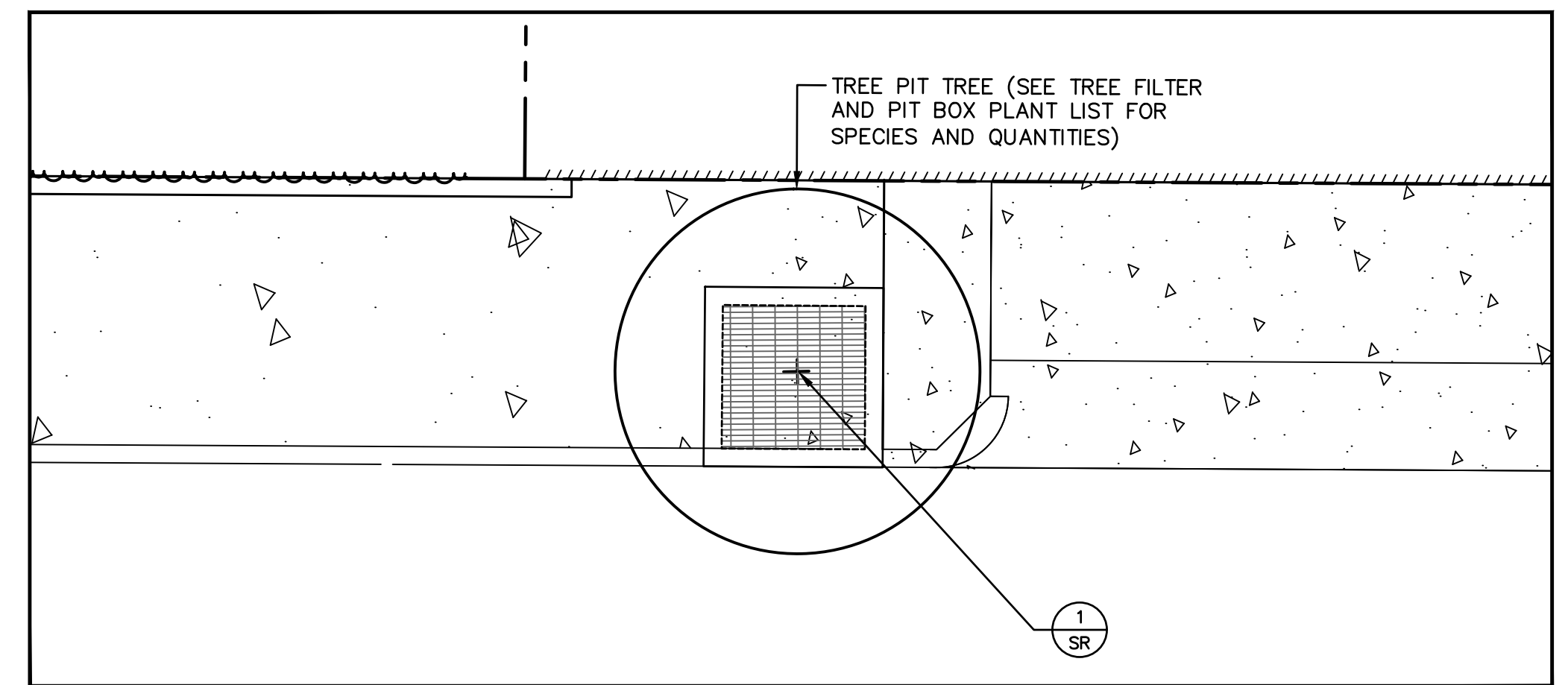


- NOTES:**
- FOOTING ABOVE SHOWN FOR REFERENCE PURPOSES ONLY. THE DESIGN OF FOOTING SHALL BE PREPARED BY MANUFACTURER AND INCLUDED WITHIN ALTERNATE BID PRICE.
  - INSTALL FOOTING PER MANUFACTURER'S SPECIFICATIONS.

**PARKLET TRELLIS FOOTING**  
NOT TO SCALE



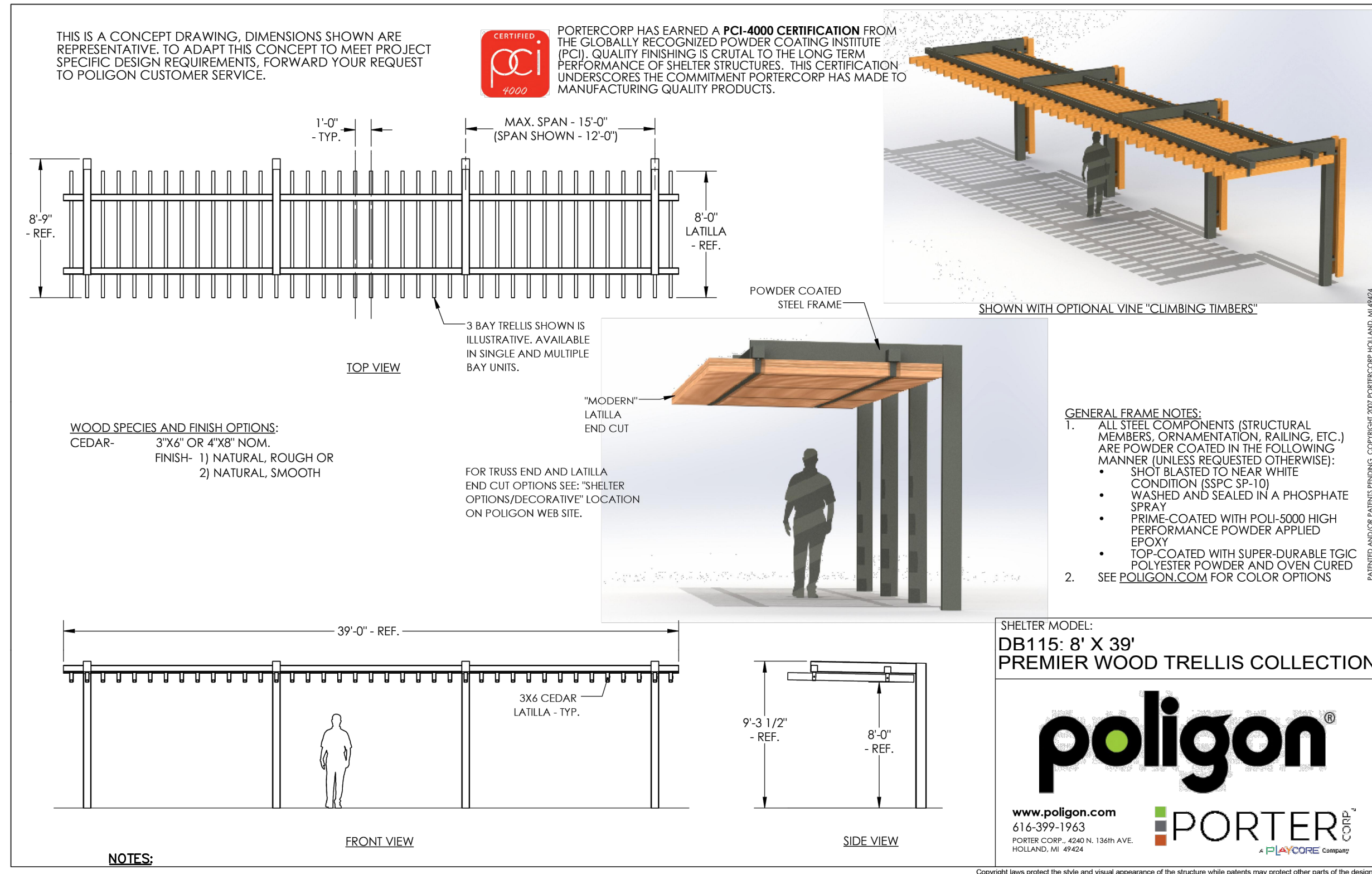
**TREE FILTER BOX PROTOTYPICAL PLANTING PLAN**  
SCALE: 1/4"=1'-0"



**TREE PIT BOX PROTOTYPICAL PLANTING PLAN**  
SCALE: 1/4"=1'-0"

**TREE FILTER BOX AND PIT PLANT LIST**

KEY	BOTANICAL NAME	COMMON NAME	SIZE	QTY.
<b>ORNAMENTAL TREES</b>				
AB	AMELANCHIER X GRANDIFLORA 'AUTUMN BRILLIANCE'	AUTUMN BRILLIANCE SERVICEBERRY	2"-2.5" CAL. SINGLE STEM	10
SR	SYRINGA RETICULATA	JAPANESE TREE LILAC	2"-2.5" CAL.	15



- NOTES:**
- THIS DETAIL IS SHOWN FOR REFERENCE PURPOSES ONLY. REFER TO THE LANDSCAPE ENLARGEMENT PLANS FOR THE ACTUAL LAYOUT, CONFIGURATION, AND DIMENSIONS OF BOTH TRELLISES.
  - THE ACTUAL TRELLIS DESIGNS SHALL BE PREPARED BY MANUFACTURER AND INCLUDED WITHIN ALTERNATE BID PRICES FOR EACH TRELLIS.
  - INSTALL TRELLISES, POSTS, AND FOOTINGS PER MANUFACTURER'S SPECIFICATIONS.

**BARTON AND CONANT STREET PARKLET TRELLIS TYPICAL DETAIL**  
NOT TO SCALE

File: J:\DWG\20150951\C10\10\DWG\20150951\C10\_LND01.dwg Layout: LP-104 Plotted: 2025-02-14 7:03 AM Saved: 2025-02-14 7:03 AM User: Sean Aruda  
 LMS VIEW: PC3: NONE STB/CTB: FO STB LAYER STATE:

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SCALE: HORIZ.: 1/4" = 1'-0"  
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DATUM: HORIZ.: NAD83  
VERT.: NAVD88

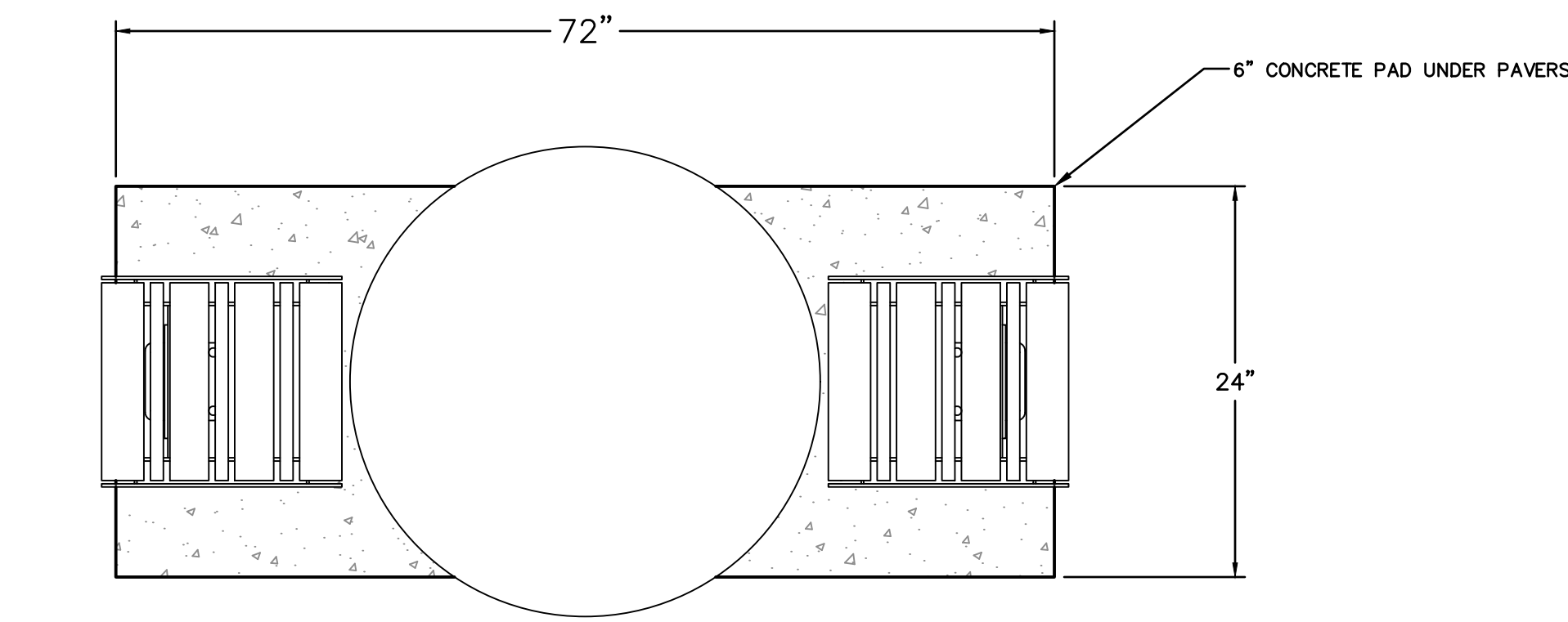
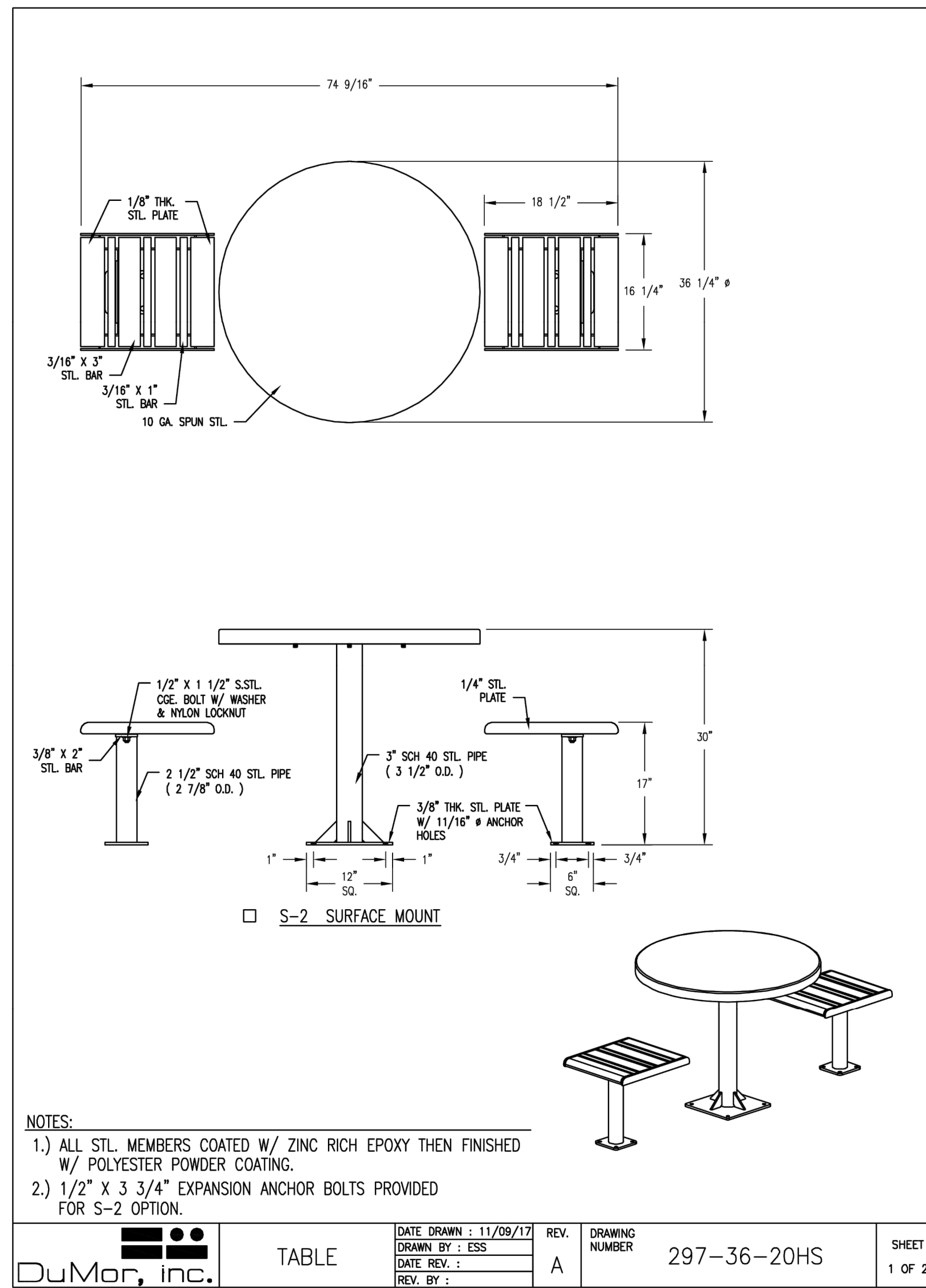
GRAPHIC SCALE

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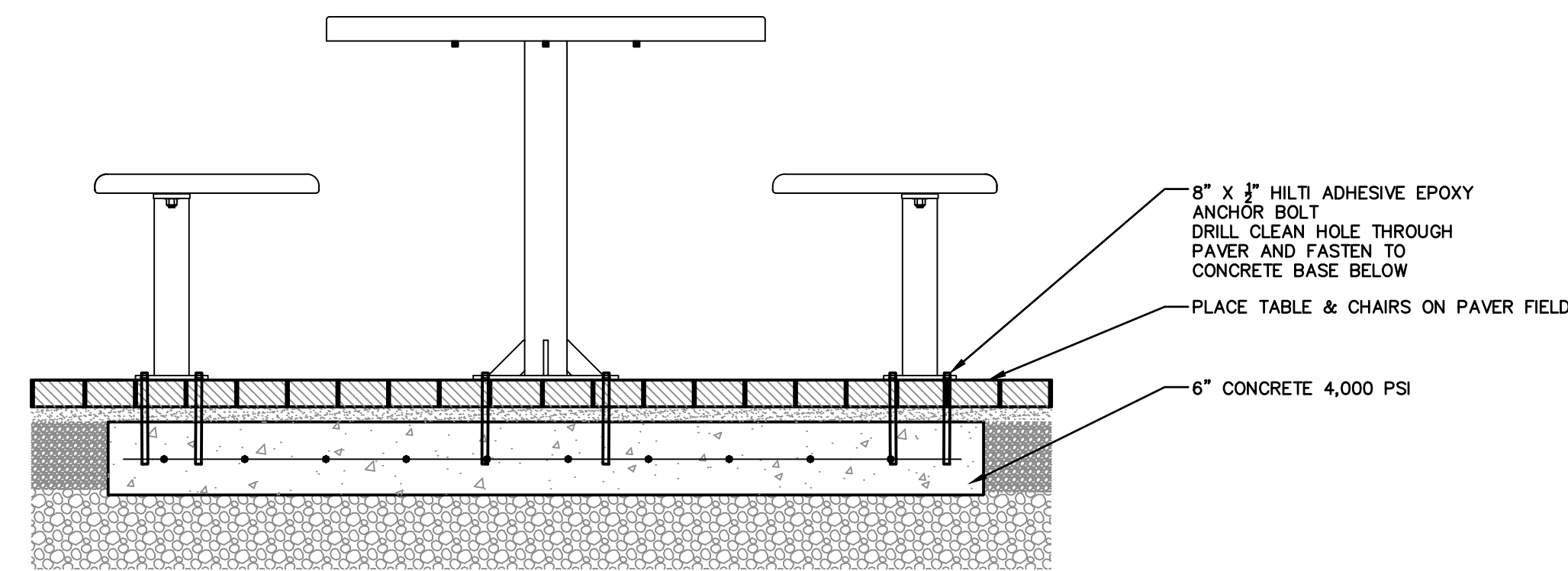
CITIES OF PAWTUCKET & CENTRAL FALLS  
LANDSCAPE NOTES & DETAILS SHEET NO. 1  
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025  
**LP-104**

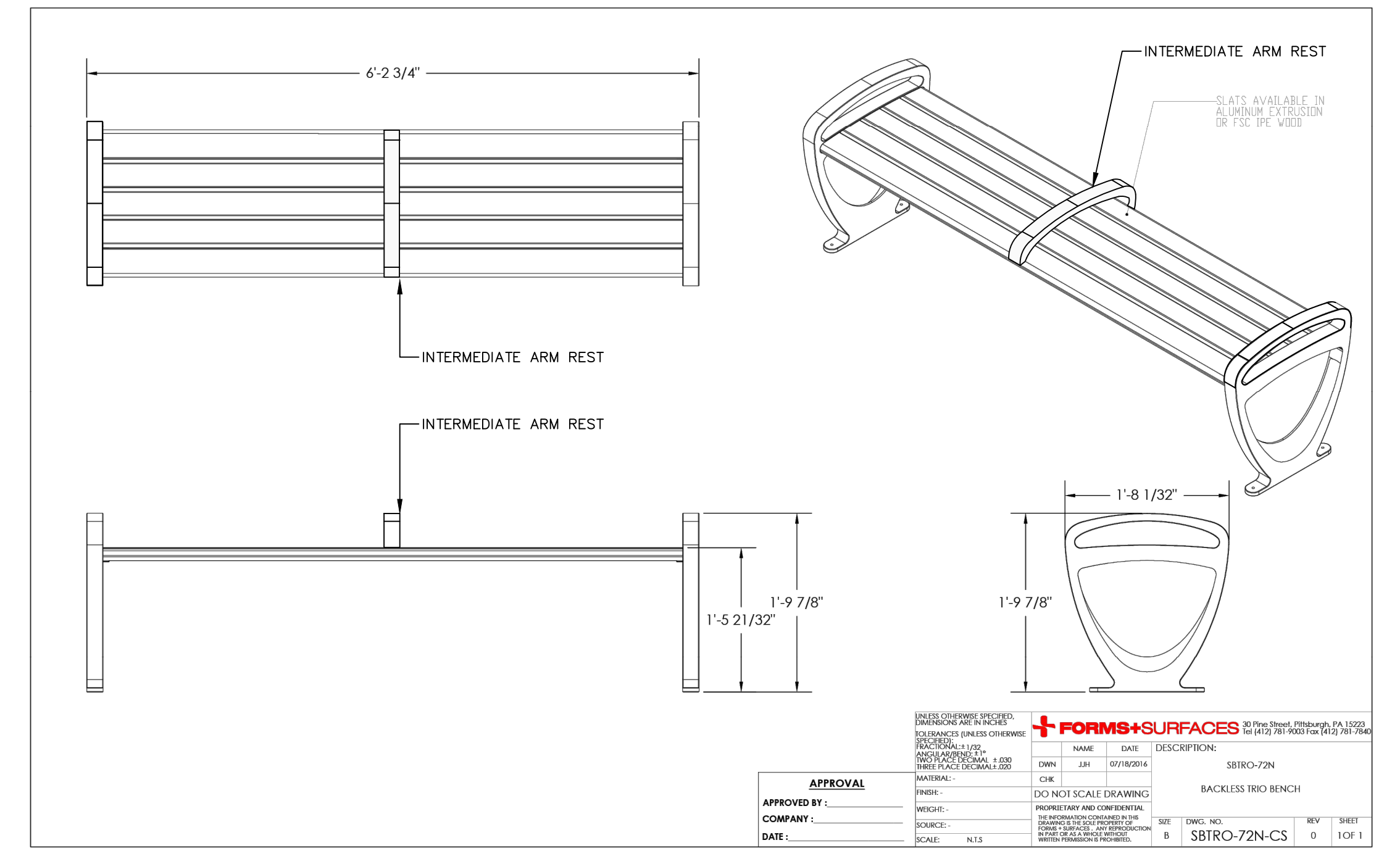
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 LMS VIEW: PC3: NONE STB/CTB: FO STB



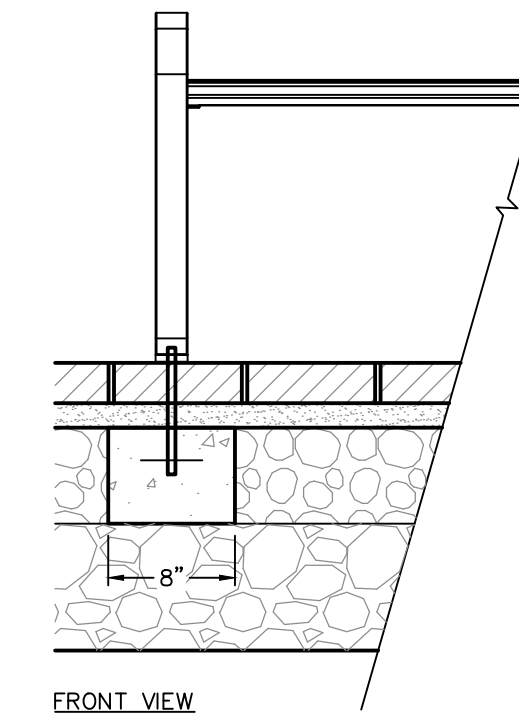
**PLAN VIEW**



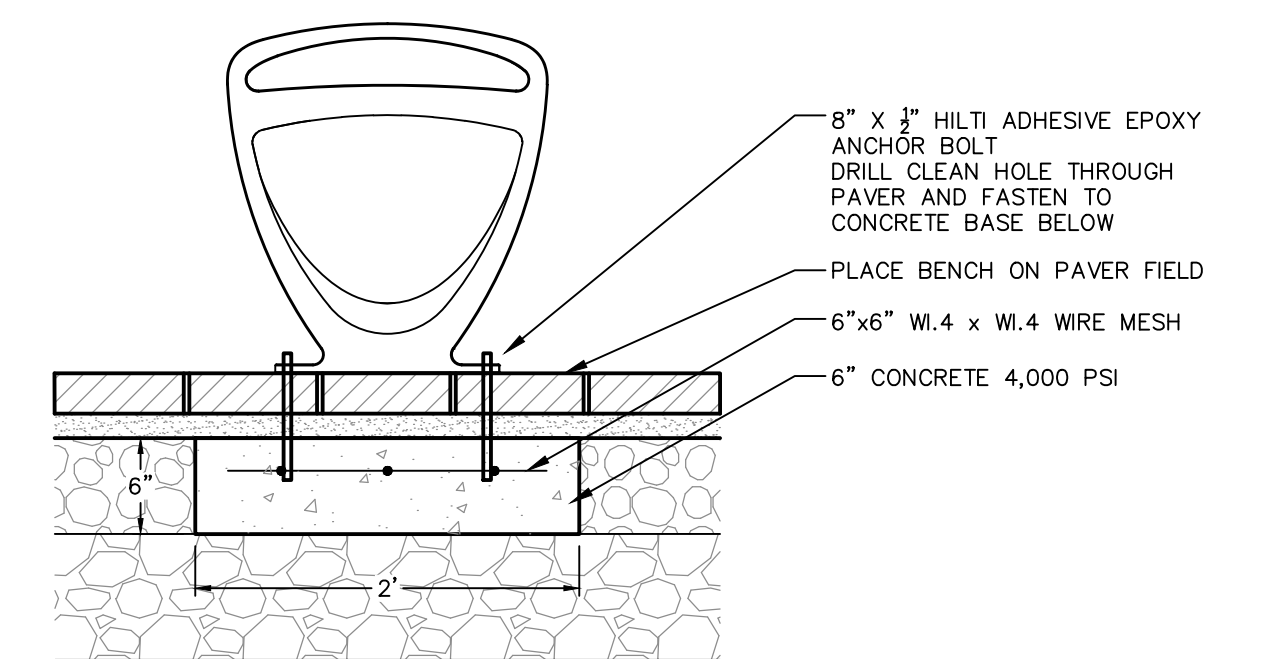
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 SCALE: N.T.S.



**SITE BENCH**  
 N.T.S.



**FRONT VIEW**



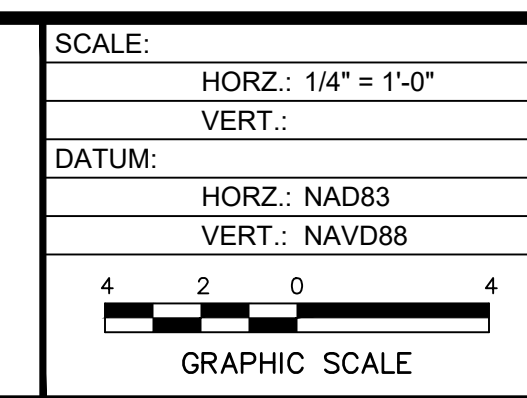
**SIDE VIEW**

**BACKLESS BENCH IN PERMEABLE PAVERS**  
 SCALE: N.T.S.

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

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SEAL



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 LANDSCAPE NOTES & DETAILS SHEET NO. 2  
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 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**LP-105**

CONSTRUCTION SIGN LEGEND:

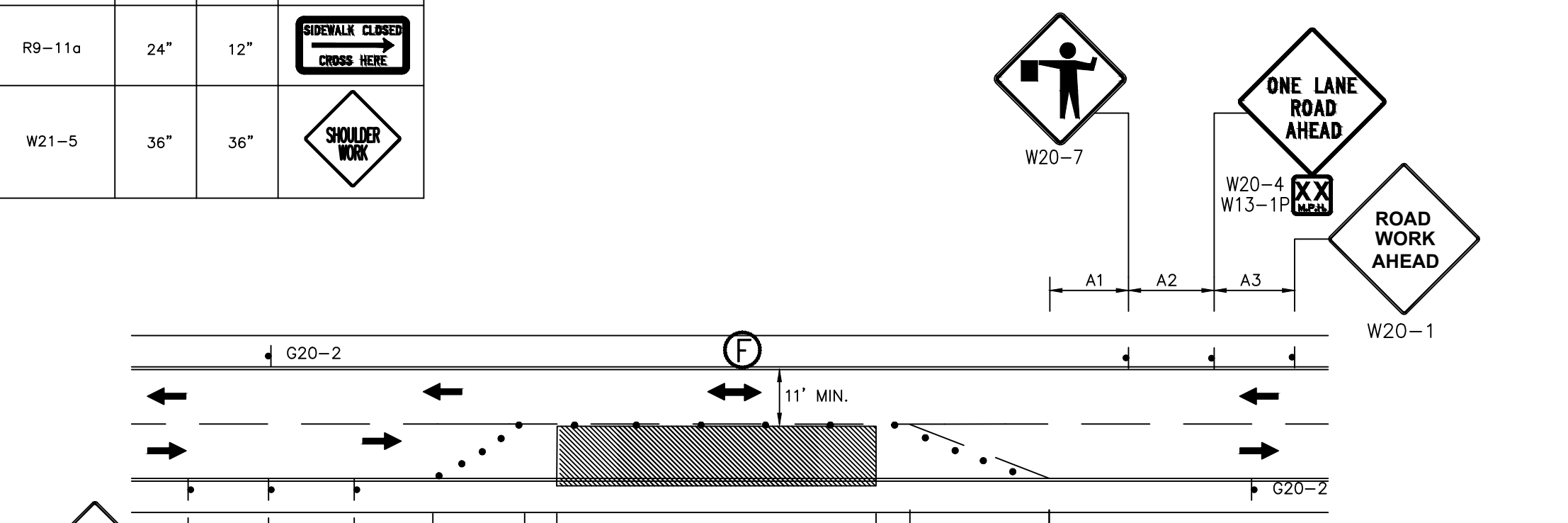
IDENTIFICATION NUMBER	SIZE OF SIGN		TEXT
	WIDTH	HEIGHT	
G20-2	36"	24"	END ROAD WORK
W13-1P	24"	24"	XX (MESH)
W20-1	36"	36"	ROAD WORK AHEAD
W20-4	36"	36"	ONE LANE ROAD AHEAD
W20-7	36"	36"	WORK ZONE
W20-7b	36"	36"	BE PREPARED TO STOP
R9-9	24"	12"	SIDEWALK CLOSED
R9-11a	24"	12"	SIDEWALK CLOSED CROSS HERE
W21-5	36"	36"	SHOULDER WORK

LEGEND:

- REFLECTORIZED PLASTIC DRUM
- F FLAGGER
- F/P FLAGGER OR POLICE
- ▨ TYPE III BARRICADE
- ▨ WORK ZONE
- DIRECTION OF TRAFFIC
- SIGN

GENERAL TRAFFIC CONTROL NOTES:

- ALL TEMPORARY TRAFFIC CONTROL WORK SHALL CONFORM TO THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) AND ALL REVISIONS.
- ALL SIGN LEGENDS, BORDERS AND MOUNTING SHALL BE IN ACCORDANCE WITH THE MUTCD.
- TEMPORARY CONSTRUCTION SIGNING AND ALL OTHER TRAFFIC CONTROL DEVICES SHALL BE IN PLACE PRIOR TO THE START OF ANY WORK.
- TEMPORARY CONSTRUCTION SIGNING, BARRICADES AND ALL OTHER NECESSARY WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE ROADWAY OR COVERED WHEN THEY ARE NOT REQUIRED FOR CONTROL OF TRAFFIC.
- SIGNS AND SIGN SUPPORTS LOCATED ON OR NEAR THE TRAVELED WAY, AND REFLECTORIZED PLASTIC DRUMS WITH LIGHTING DEVICES MOUNTED ON THEM, MUST PASS THE CRITERIA SET FORTH IN NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES."
- CONTRACTORS SHALL NOTIFY EACH ADJUTANT AT LEAST 24 HOURS IN ADVANCE OF THE START OF ANY WORK THAT WILL REQUIRE THE TEMPORARY CLOSURE OF ACCESS, SUCH AS CONDUIT INSTALLATION, EXISTING PAVEMENT EXCAVATION, TEMPORARY DRIVEWAY PAVEMENT PLACEMENT AND SIMILAR OPERATIONS.
- THE FIRST THREE PLASTIC DRUMS OF A TAPER MAY BE MOUNTED WITH TYPE A LIGHTS.
- THE ADVISORY SPEED LIMIT, IF REQUIRED, SHALL BE DETERMINED BY THE ENGINEER.
- DISTANCES ARE A GUIDE AND MAY BE ADJUSTED IN THE FIELD BY THE ENGINEER.
- MAXIMUM SPACING OF TRAFFIC DEVICES IN A TAPER (DRUMS OR CONES) IS EQUAL IN FEET TO THE SPEED LIMIT IN MPH OR 20 FEET, WHICHEVER IS LESS.
- MINIMUM LANE WIDTH IS TO BE 11 FEET UNLESS OTHERWISE SHOWN. MINIMUM LANE WIDTH TO BE MEASURED FROM THE EDGE OF DRUMS OR MEDIAN BARRIER.
- ALL SIGNS SHALL BE MOUNTED ON THEIR OWN STANDARD SIGN SUPPORTS.
- ALL TEMPORARY LANE CLOSURE TRAFFIC CONTROL DEVICES SHALL BE REMOVED FROM THE ROAD AT THE END OF EACH WORK DAY. TWO-WAY TRAFFIC SHALL BE RESTORED AT THE END OF EACH WORK DAY.

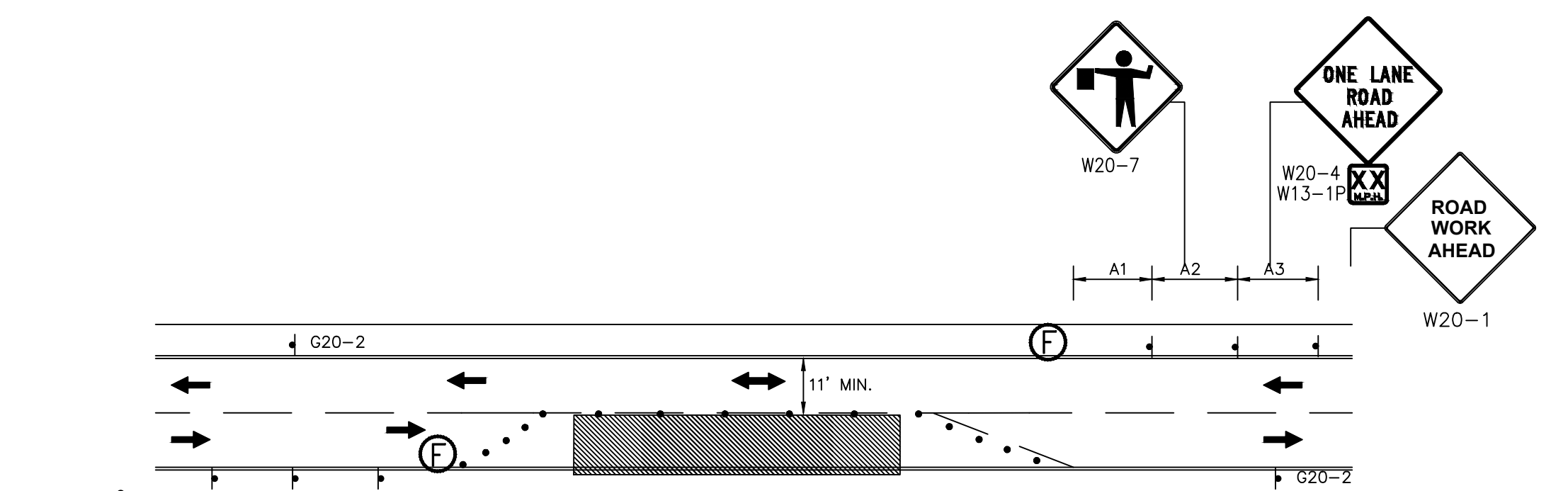


SPEED LIMIT (MPH)	SPACING FOR ADVANCE WARNING SIGNS (A1/A2/A3)	CHANNELIZING DEVICES DEVICE SPACING	MIN. #
25-40	100/100/100	20	20

- NOTES:
- AT SPOT LANE CLOSURES, WHERE THE WORK ZONE IS 100 FEET OR LESS, AND WHERE ADEQUATE SITE DISTANCE IS AVAILABLE FOR THE REASONABLY SAFE HANDLING OF TRAFFIC, THE USE OF ONE FLAGGER MAY BE SUFFICIENT.
  - THE "ROAD WORK AHEAD" AND THE "END ROAD WORK" SIGNS MAY BE OMITTED FOR SHORT-DURATION OPERATIONS (I.E. OPERATIONS THAT LAST 1 HOUR OR LESS).
  - IF DETERMINED NECESSARY, "BE PREPARED TO STOP" SIGNS MAY BE ADDED BETWEEN THE FLAGGER SIGN AND THE "ONE LANE ROAD AHEAD" SIGN.

TWO LANE ROAD ONE LANE ALTERNATING TRAFFIC (WHEN LANE CLOSURE IS LESS THAN 100 FEET)

NOT TO SCALE

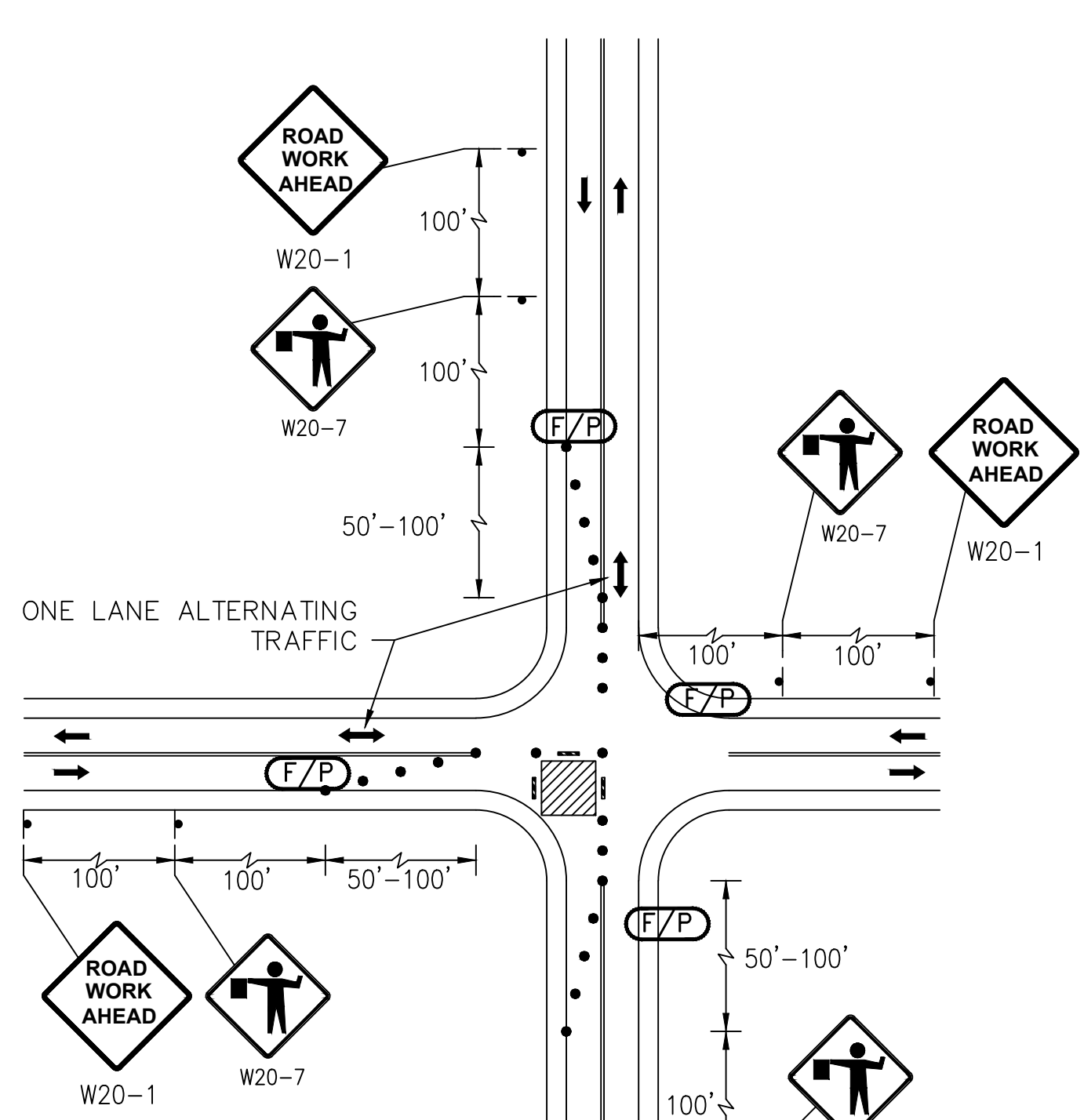
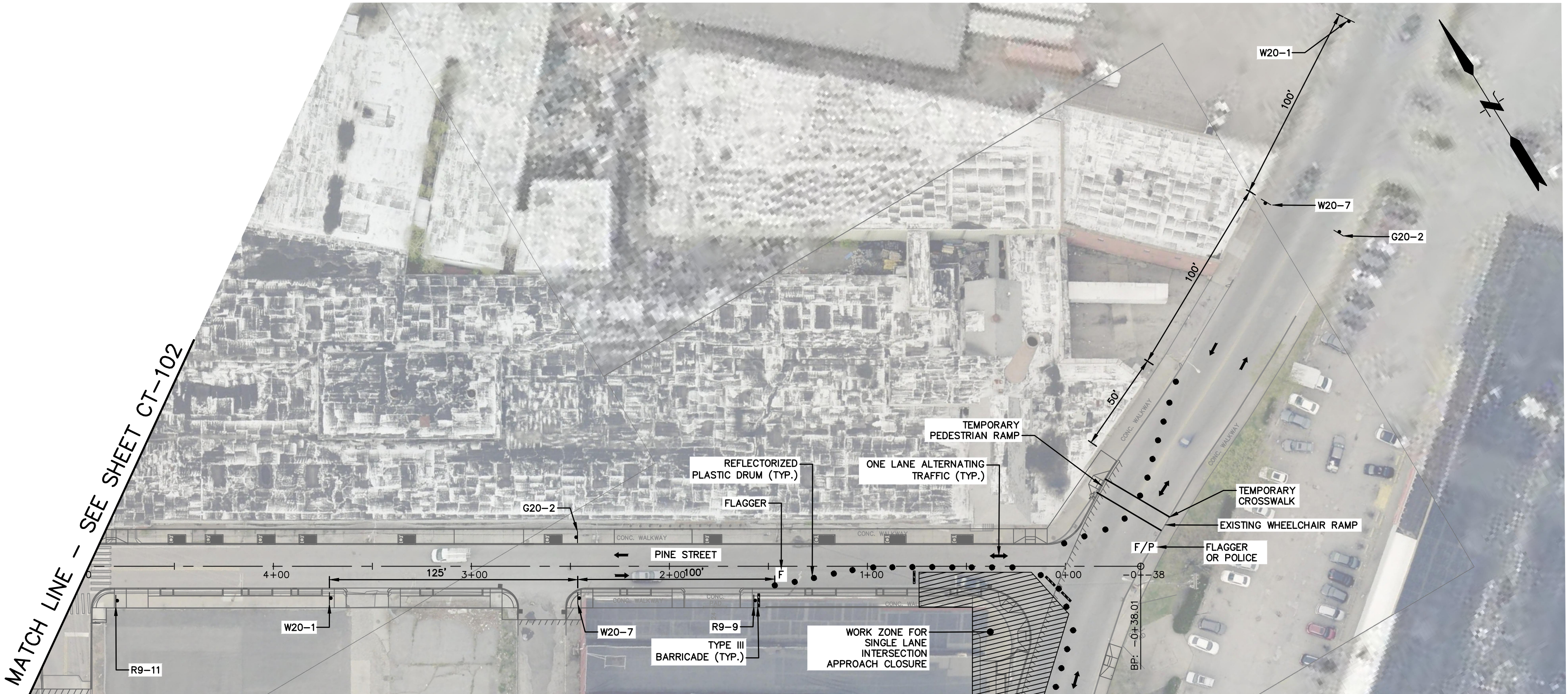


SPEED LIMIT (MPH)	SPACING FOR ADVANCE WARNING SIGNS (A1/A2/A3)	CHANNELIZING DEVICES DEVICE SPACING	MIN. #
25-40	100/100/100	20	20

- NOTES:
- THE "ROAD WORK AHEAD" AND THE "END ROAD WORK" SIGNS MAY BE OMITTED FOR SHORT-DURATION OPERATIONS (I.E. OPERATIONS THAT LAST 1 HOUR OR LESS).
  - IF DETERMINED NECESSARY, "BE PREPARED TO STOP" SIGNS MAY BE ADDED BETWEEN THE FLAGGER SIGN AND THE "ONE LANE ROAD AHEAD" SIGN.

TWO LANE ROAD ONE LANE ALTERNATING TRAFFIC (WHEN LANE CLOSURE IS GREATER THAN 100 FEET)

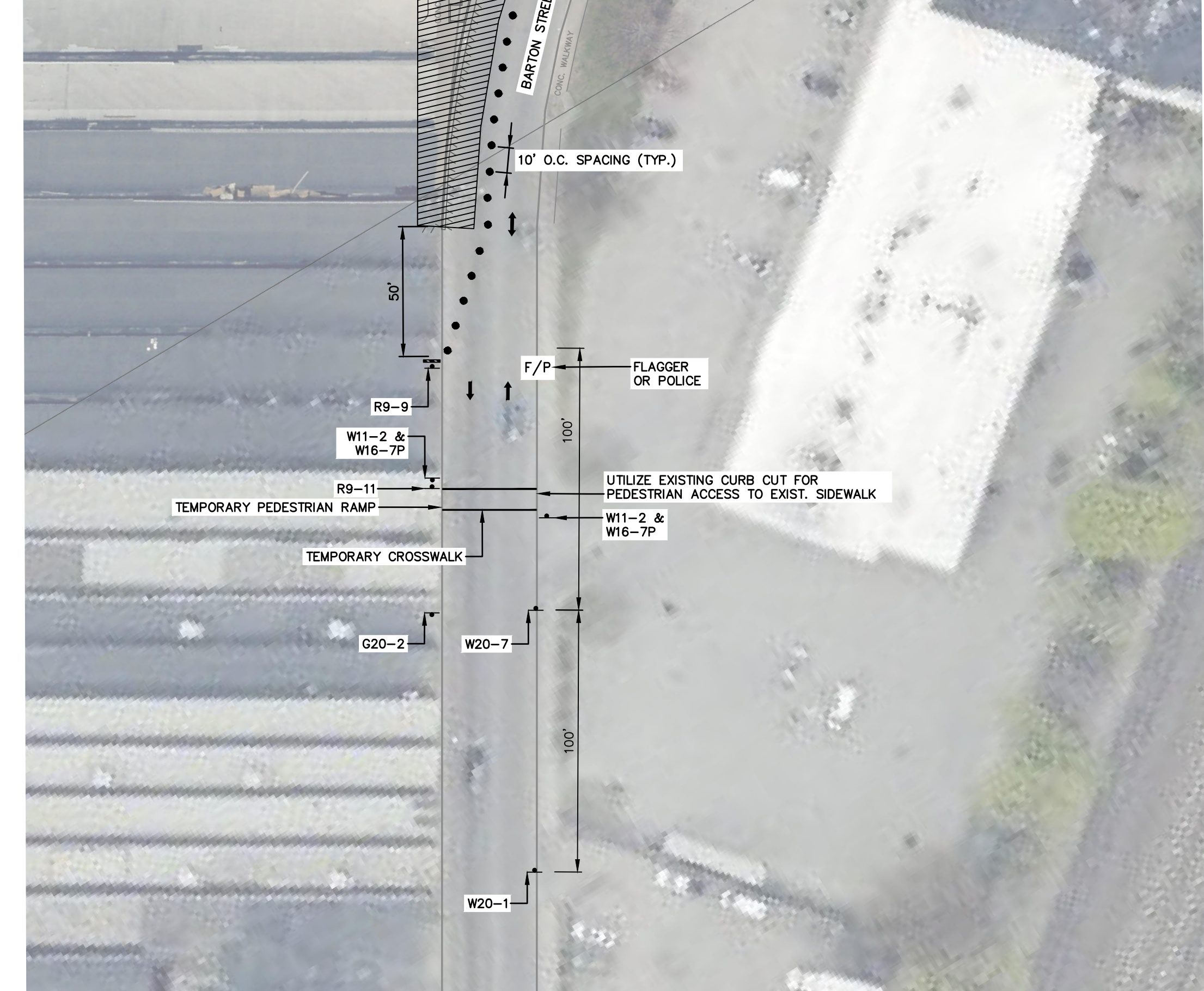
NOT TO SCALE



- NOTES:
- DEPENDING ON ROAD USER CONDITIONS, FLAGGER(S) OR UNIFORMED LAW ENFORCEMENT OFFICER(S) SHOULD BE USED AS DETERMINED NECESSARY.
  - "ONE LANE ROAD AHEAD" SIGNS MAY BE ADDED BETWEEN THE "ROAD WORK AHEAD" SIGN AND THE FLAGGER.
  - "BE PREPARED TO STOP" SIGNS MAY BE ADDED BETWEEN THE FLAGGER SIGN AND THE "ONE LANE ROAD AHEAD" SIGN.
  - VEHICLE TURNS AT INTERSECTION CAN BE PROHIBITED AS REQUIRED BY MOTOR VEHICLE CONDITIONS.

SINGLE LANE INTERSECTION APPROACH CLOSURE

NOT TO SCALE



EXAMPLE OF SINGLE LANE INTERSECTION APPROACH CLOSURE FOR WORK PROPOSED AT SOUTHWESTERN CORNER OF PINE/BARTON INTERSECTION WITH PEDESTRIAN BYPASS

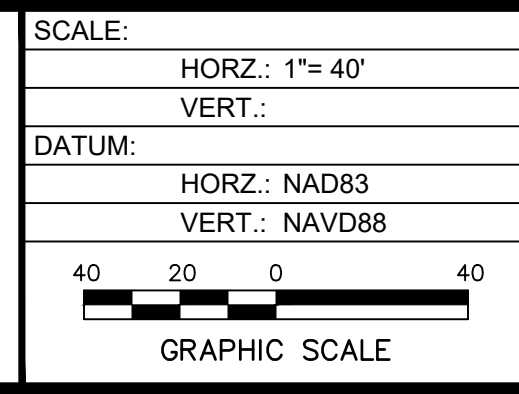
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SEAL

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CITIES OF PAWTUCKET & CENTRAL FALLS

TRAFFIC MANAGEMENT PLAN NO. 1

PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS

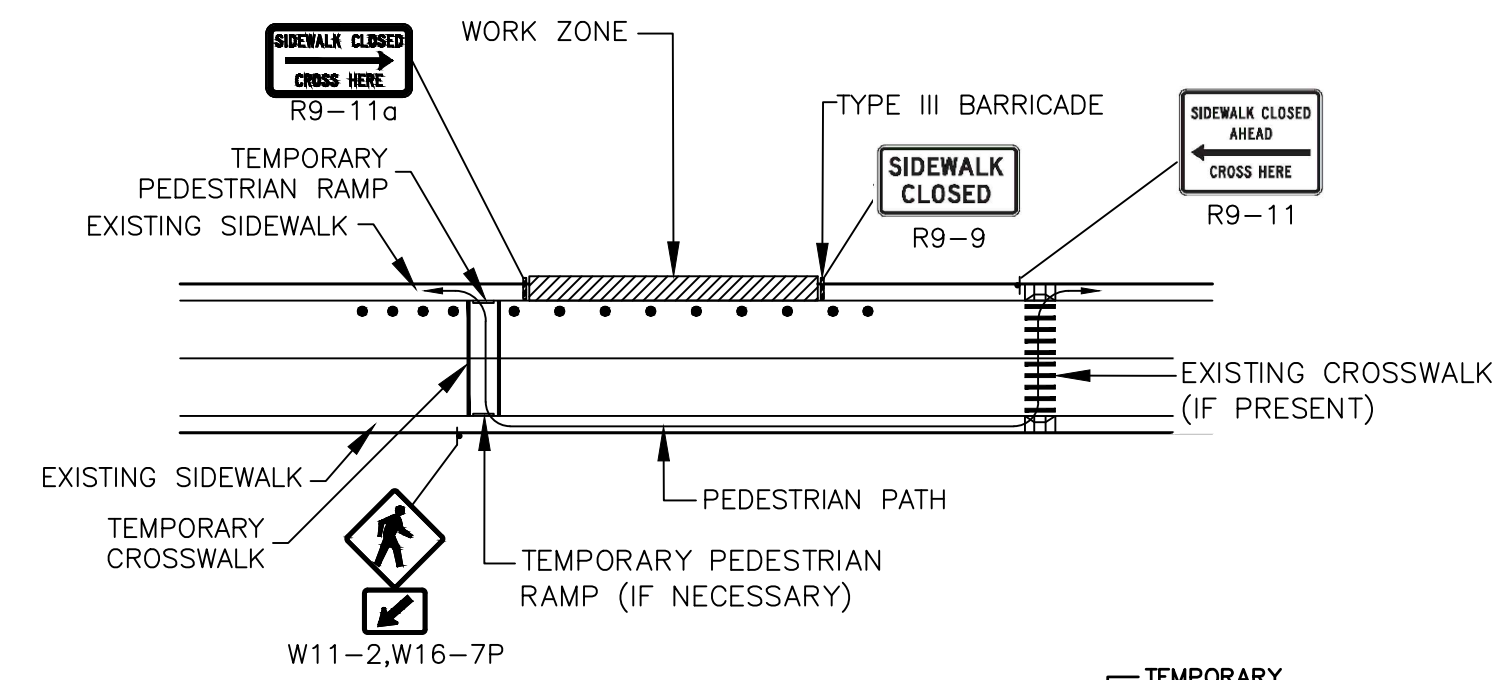
PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025

**CT-101**

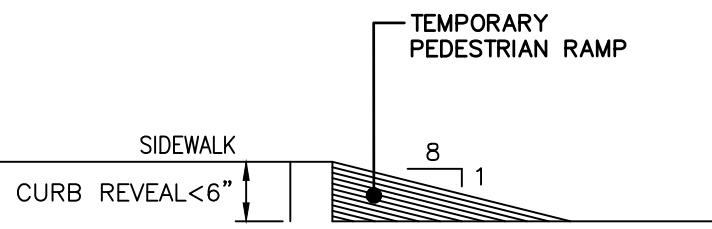
**TEMPORARY PEDESTRIAN BYPASS/DIVERSION NOTES:**

1. PEDESTRIAN TRAFFIC MUST BE DIVERTED ACCORDINGLY THROUGHOUT CONSTRUCTION BY CONTRACTOR USING TYPICAL SIDEWALK CLOSURE APPLICATION AND/OR TEMPORARY PEDESTRIAN BYPASS DETAILS ON THIS SHEET.
2. IF THE WORK ZONE DOES NOT PERMIT PEDESTRIANS TO CROSS AT EXISTING CROSSWALK AND RAMP LOCATIONS, TEMPORARY CROSSWALKS AND RAMPS WITH APPROPRIATE SIGNAGE AS SHOWN IN TEMPORARY BYPASS DETAIL SHOULD BE INSTALLED TO ALLOW PEDESTRIANS TO CROSS TO THE OPPOSITE SIDE OF THE STREET.



**NOTES:**

1. ADDITIONAL ADVANCE WARNING MAY BE NECESSARY.
2. CONTROLS ONLY FOR PEDESTRIAN TRAFFIC ARE SHOWN. VEHICULAR TRAFFIC SHOULD BE HANDLED AS SHOWN ON THIS PLAN.
3. BYPASS IS TO BE USED IN CONJUNCTION WITH THE PROPOSED LANE CLOSURE DETAILS AND DURING CONSTRUCTION STAGING, AS DIRECTED BY THE ENGINEER.

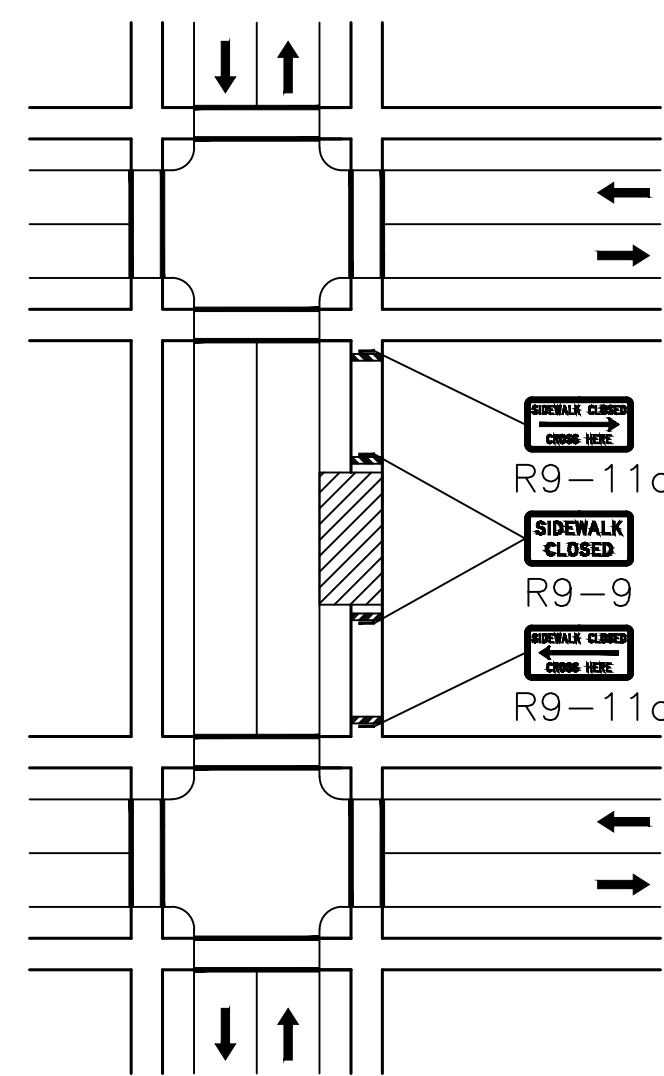


**NOTES:**

1. WHEN CURB RAMPS ARE CLOSED AND NO REASONABLE ACCESSIBLE ALTERNATE ROUTE IS AVAILABLE, TEMPORARY RAMPS SHALL BE INSTALLED. TEMPORARY RAMPS MUST MEET THE FOLLOWING CRITERIA:
  - SURFACE SHALL BE SMOOTH, STABLE AND SLIP RESISTANT, EVEN WHEN WET.
  - SLOPE SHOULD NOT EXCEED 10%.
  - CROSS-SLOPE SHOULD NOT EXCEED 2%, UNLESS RAMP IS WARPED TO SLOPE OF THE STREET OR EXISTING SIDEWALK.
  - RAMPS SHALL HAVE EDGE PROTECTION OR WINGS.
  - TAR PAPER MAY BE USED UNDER ASPHALT TO EASE REMOVAL.
  - SURFACE DISCONTINUITIES SHALL NOT EXCEED 1/2 INCH, AND SHALL BE BEVELED IF BETWEEN 1/4 AND 3/8 INCH.
  - SHALL BE AT LEAST 4 FEET WIDE.

TEMPORARY PEDESTRIAN RAMP DETAIL  
NOT TO SCALE

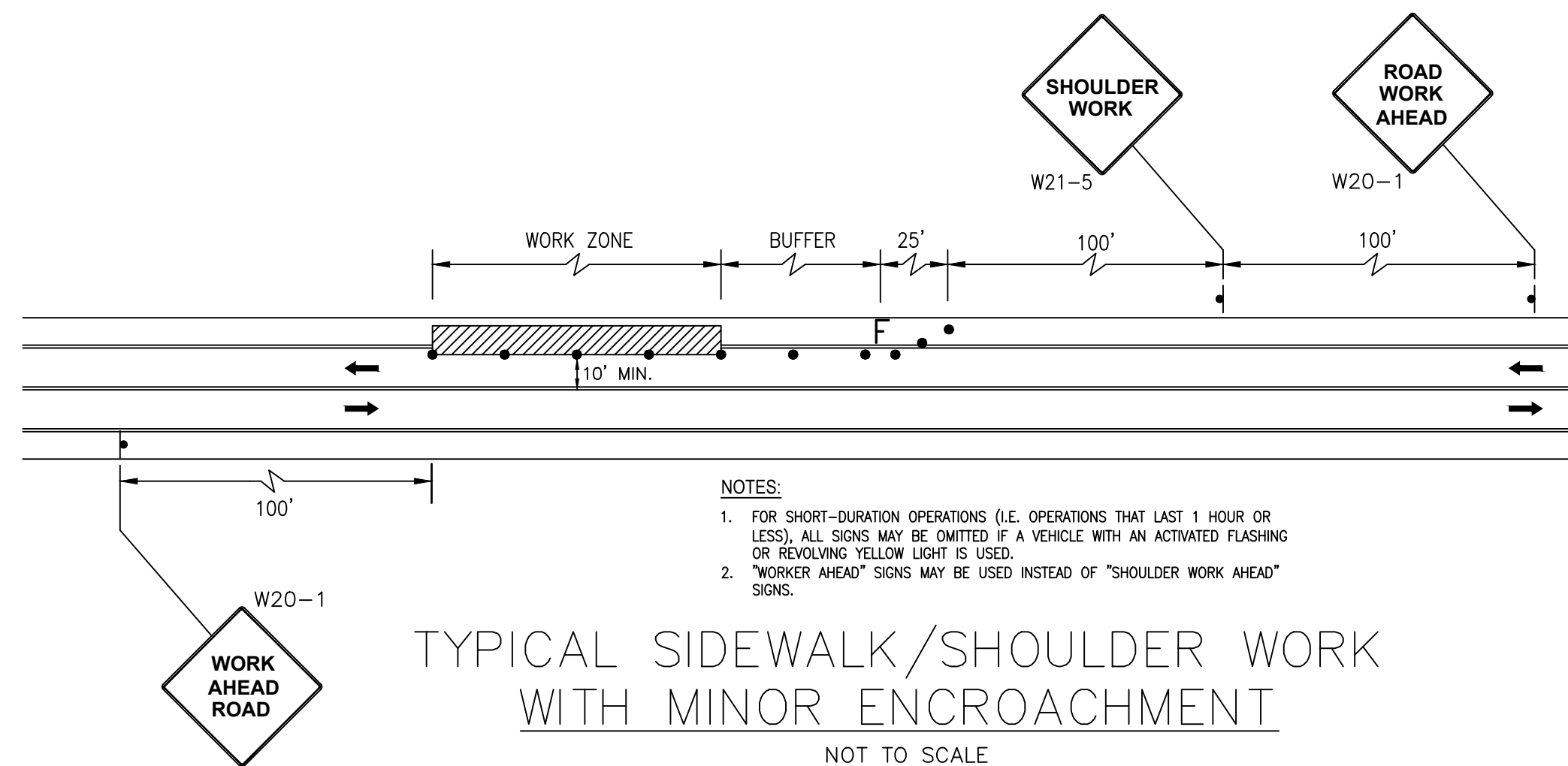
**PEDESTRIAN BYPASS (AS REQUIRED)**  
NOT TO SCALE



**NOTES:**

1. ONLY TRAFFIC CONTROL DEVICES ASSOCIATED WITH CONTROLLING PEDESTRIAN FLOWS ARE SHOWN ABOVE. USE LANE AND/OR SHOULDER CLOSURE SIGNS AS INCLUDED ON CT-101 AND CT-102 AS APPLICABLE FOR TYPE OF WORK BEING PERFORMED.
2. SIDEWALK CLOSURE SIGNS SHALL BE PLACED IN ADVANCE OF WORK BEING PERFORMED SUCH THAT PEDESTRIANS ARE DIRECTED TO NEAREST CROSSWALK WHEN CROSSING ROADWAY.
3. ADDITIONAL SIGNS MAY BE PLACED ALONG SIDEWALK TO GUIDE OR DIRECT PEDESTRIANS IF NECESSARY.

**TYPICAL SIDEWALK CLOSURE**  
NOT TO SCALE

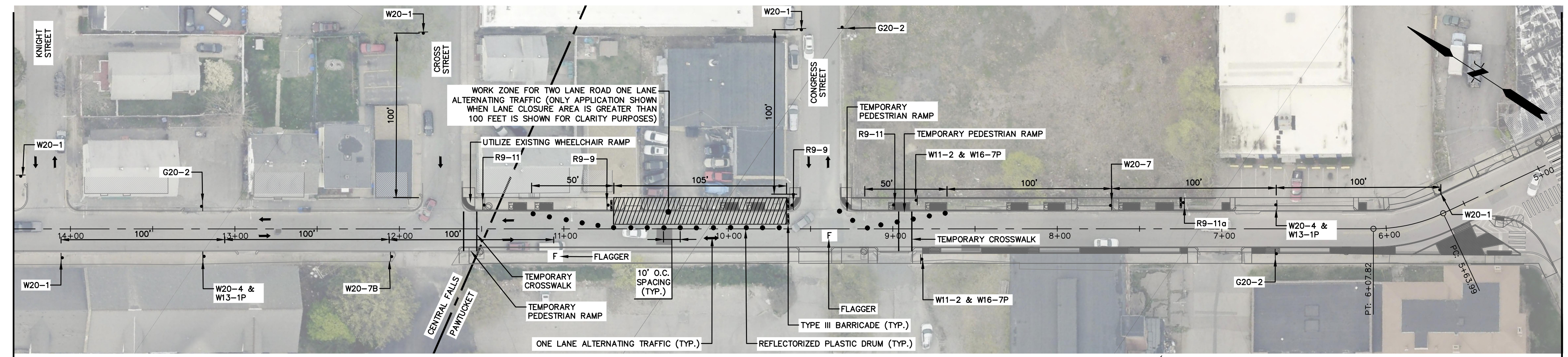


**NOTES:**

1. FOR SHORT-DURATION OPERATIONS (I.E. OPERATIONS THAT LAST 1 HOUR OR LESS), ALL SIGNS MAY BE OMITTED IF A VEHICLE WITH AN ACTIVATED FLASHING OR REVOLVING YELLOW LIGHT IS USED.
2. "WORKER AHEAD" SIGNS MAY BE USED INSTEAD OF "SHOULDER WORK AHEAD" SIGNS.

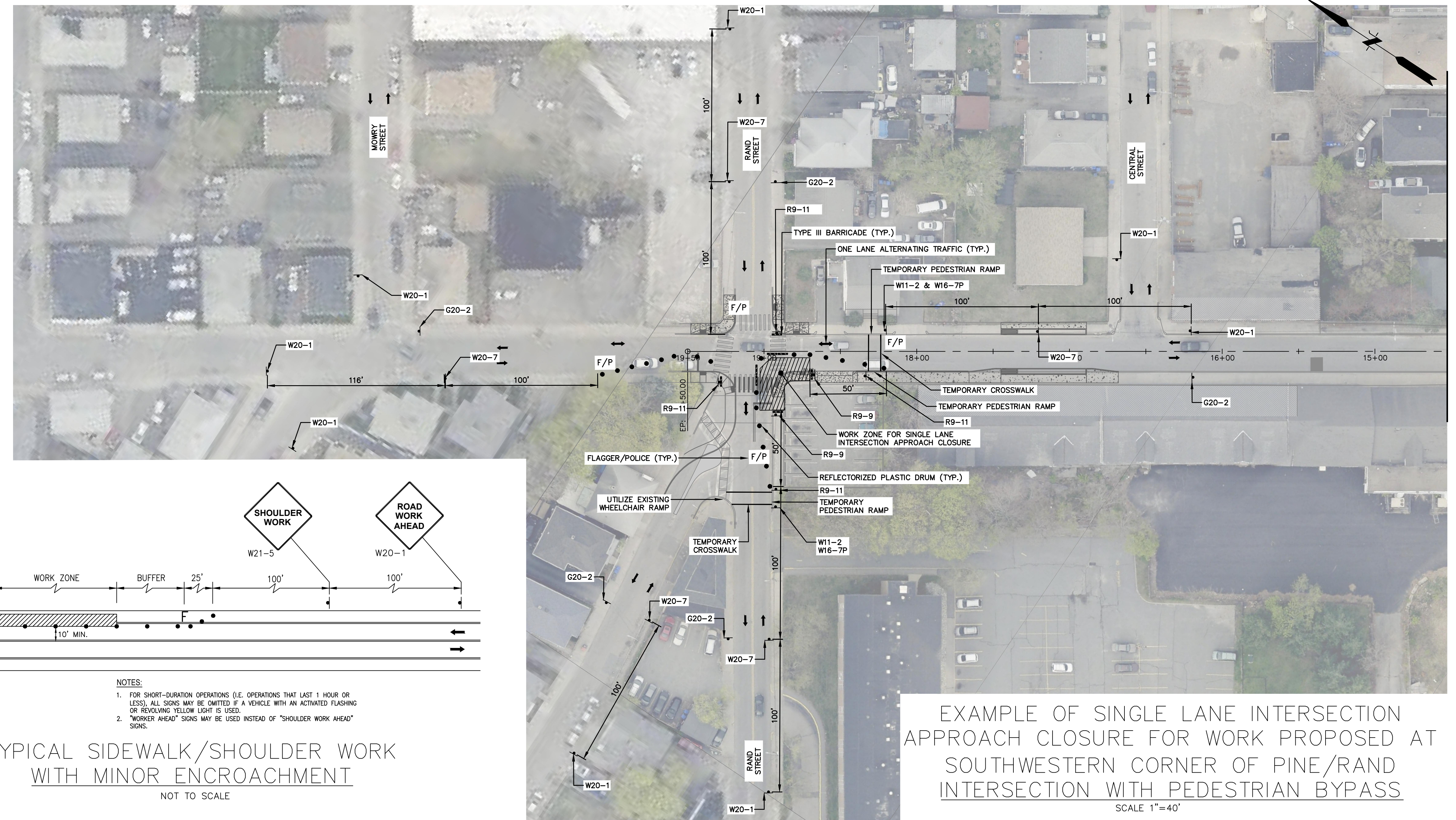
**TYPICAL SIDEWALK/SHOULDER WORK WITH MINOR ENCROACHMENT**  
NOT TO SCALE

MATCH LINE "A" BELOW



**EXAMPLE OF TWO LANE ROAD ONE LANE ALTERNATING TRAFFIC SETUP (WHEN LANE CLOSURE IS GREATER THAN 100 FEET) WITH PEDESTRIAN BYPASS**  
SCALE 1"=40'

MATCH LINE - SEE SHEET CT-101



**EXAMPLE OF SINGLE LANE INTERSECTION APPROACH CLOSURE FOR WORK PROPOSED AT SOUTHWESTERN CORNER OF PINE/RAND INTERSECTION WITH PEDESTRIAN BYPASS**  
SCALE 1"=40'

MATCH LINE "A" ABOVE

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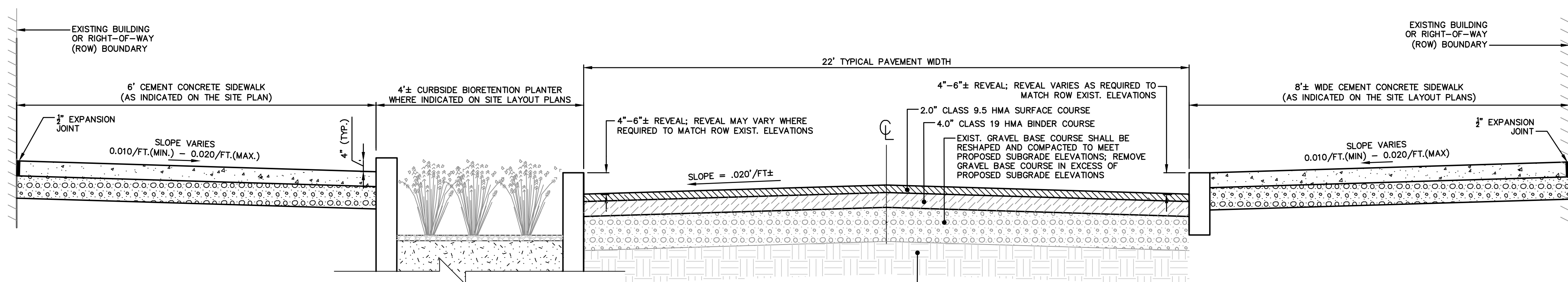
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CITIES OF PAWTUCKET & CENTRAL FALLS  
TRAFFIC MANAGEMENT PLAN NO. 2  
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025  
**CT-102**

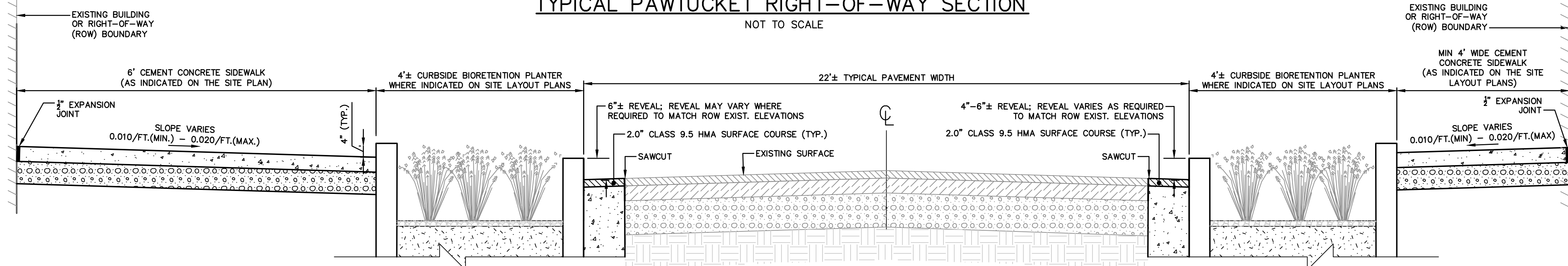


**ROADWAY NOTES:**

- HOT MIX ASPHALTS (HMS) SHALL BE BASED ON AASHTO "SUPERPAVE" ASPHALT DESIGNATIONS, AS ADOPTED BY RIDOT.
- ALL OTHER ROADWAY MATERIALS, INCLUDING GRAVEL, CONCRETE AND CURBING SHALL CONFORM TO THE LATEST EDITION OF THE RIDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE ANY AND ALL LABORATORY AND FIELD TESTING REQUIRED BY THE TOWN TO DEMONSTRATE/VERIFY THAT MATERIALS CONFORM TO APPLICABLE STANDARDS. MATERIALS FOUND NOT TO CONFORM TO APPLICABLE STANDARDS SHALL BE COMPLETELY REMOVED AND REPLACED WITH SUITABLE MATERIALS.
- THE TOWN SHALL RESERVE THE RIGHT TO MODIFY THE REQUIRED MATERIAL THICKNESSES AND OTHER DIMENSIONS IN SPECIFIC INSTANCES WHERE NON-TYPICAL ROAD LOADINGS AND/OR VEHICLE VOLUMES ARE ANTICIPATED.
- IN THE EVENT THAT A CONCRETE DUCT BANK IS ENCOUNTERED WITHIN EXISTING GRAVEL BASE UNDER THE EXISTING ASPHALT PAVEMENT, THE CONCRETE DUCT BANK/UTILITY SHALL NOT BE REMOVED AND SHALL REMAIN IN PLACE. THE NEW ASPHALT PAVEMENT WILL BE INSTALLED ATOP THE DUCT BANK TO MEET PROPOSED ROADWAY ELEVATIONS.

**TYPICAL PAWTUCKET RIGHT-OF-WAY SECTION**

NOT TO SCALE

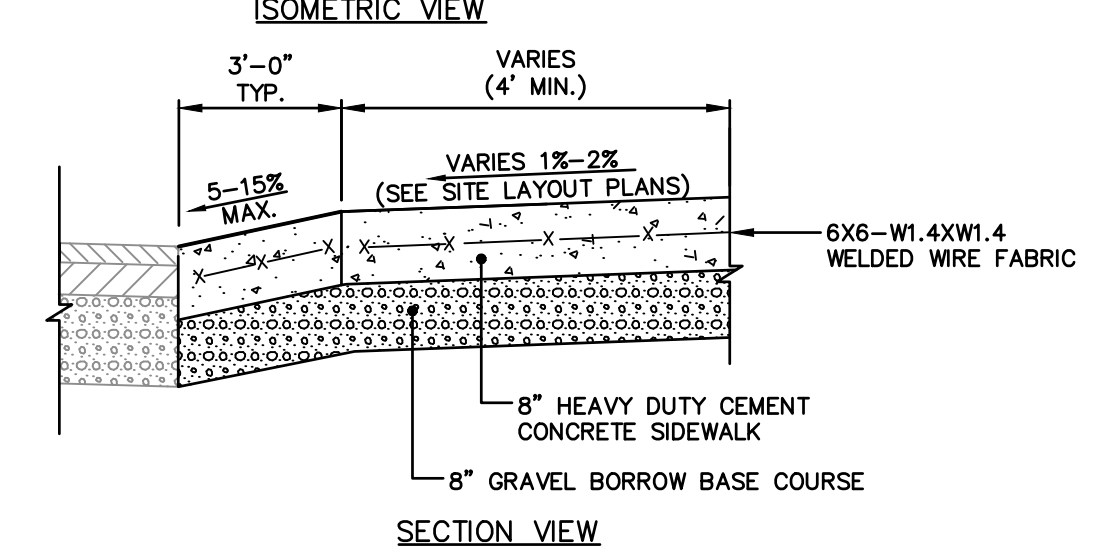
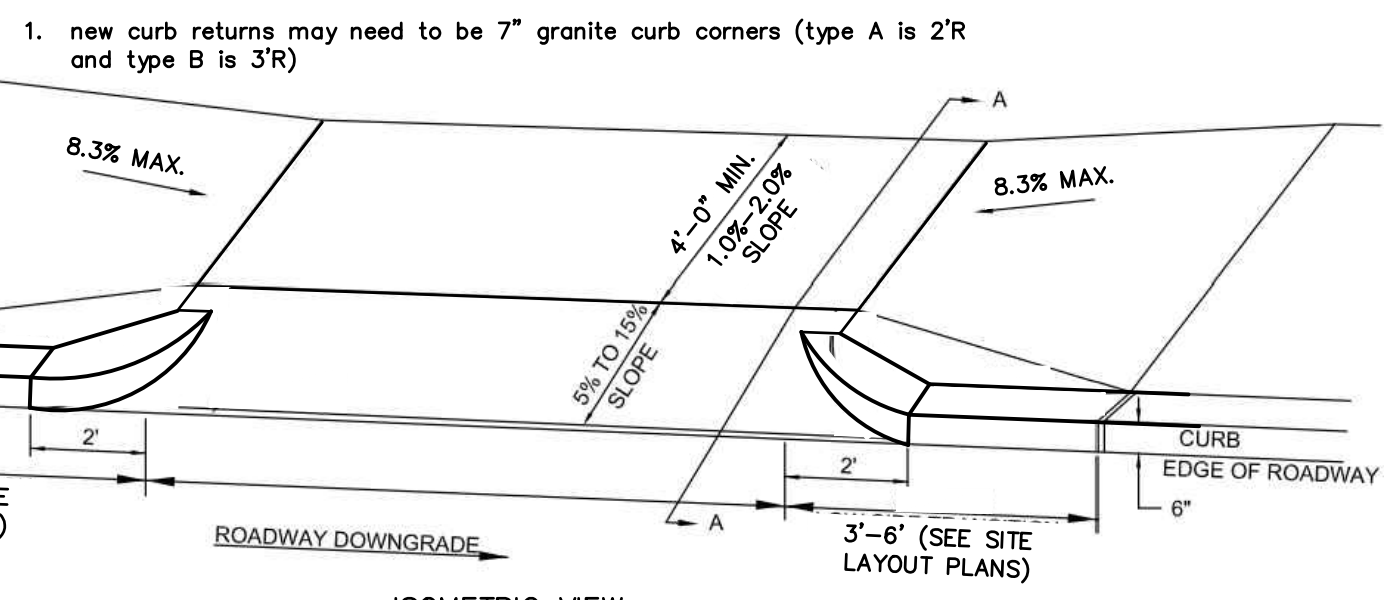
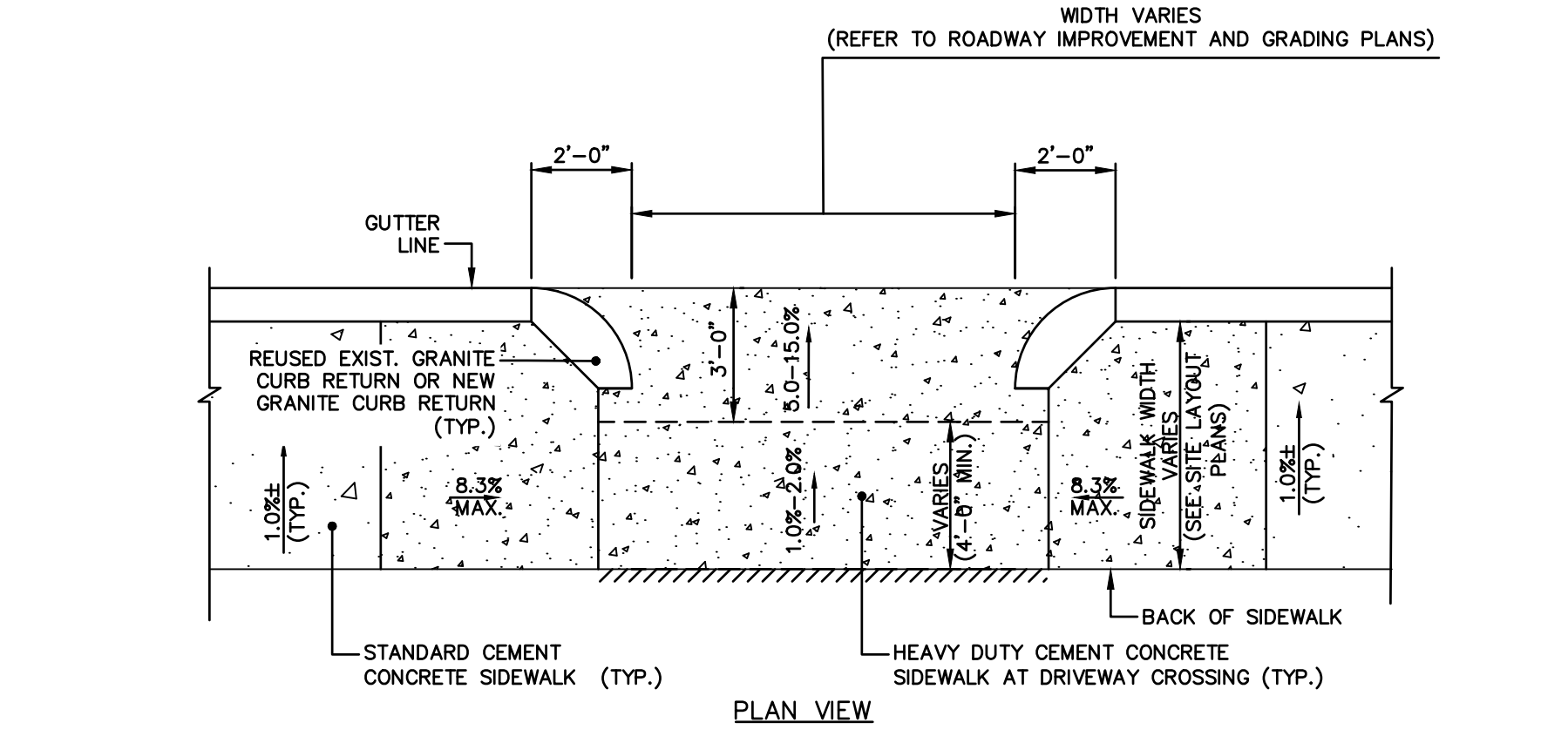
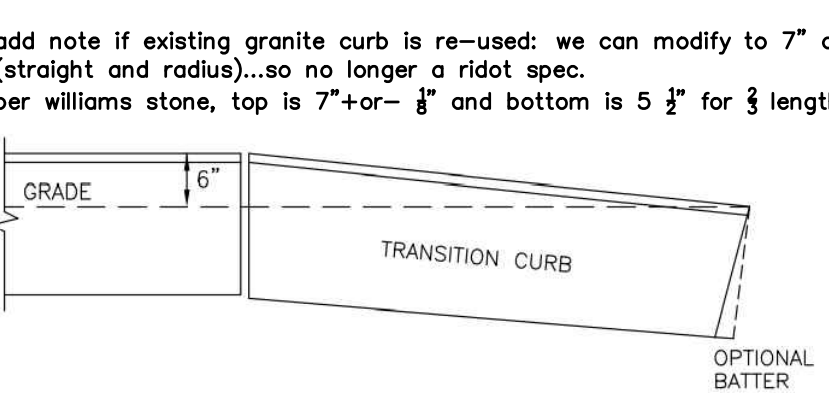
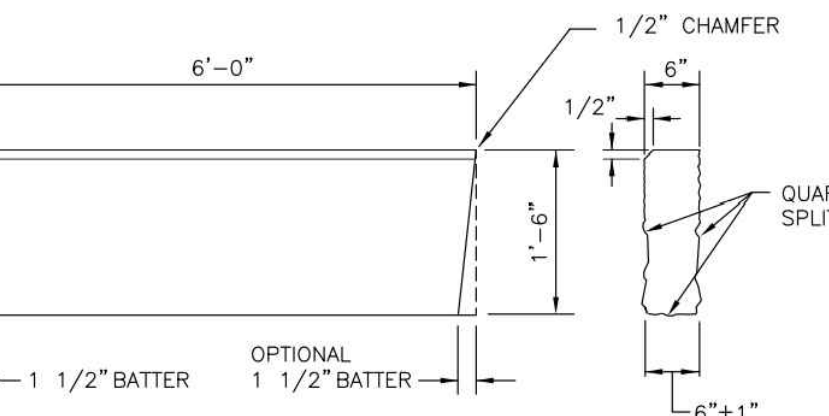
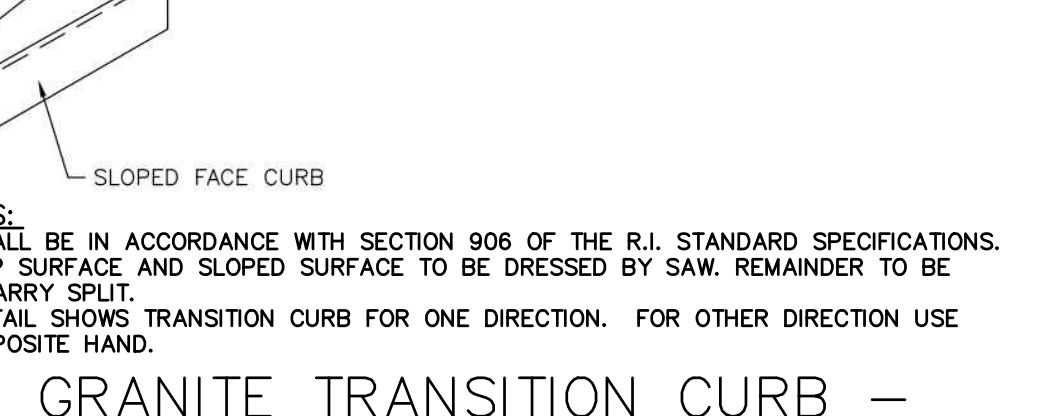
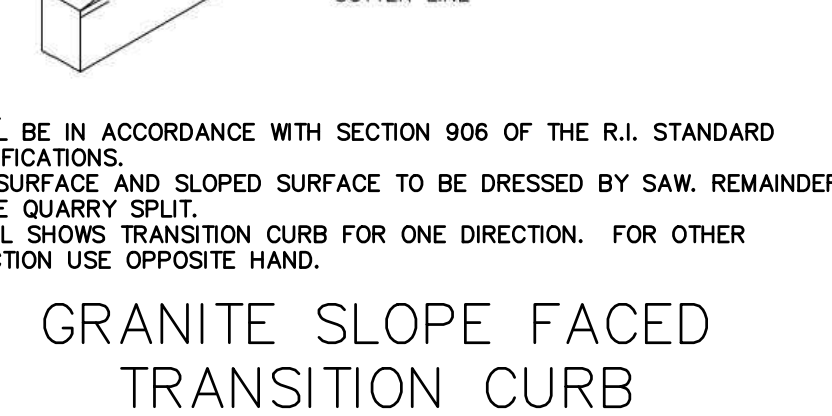
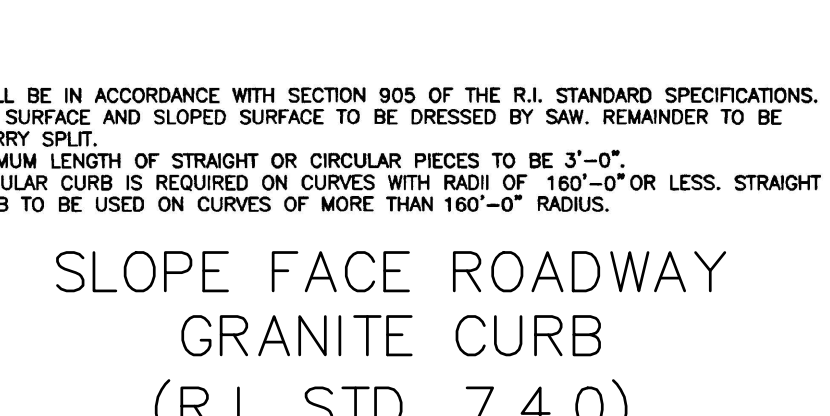
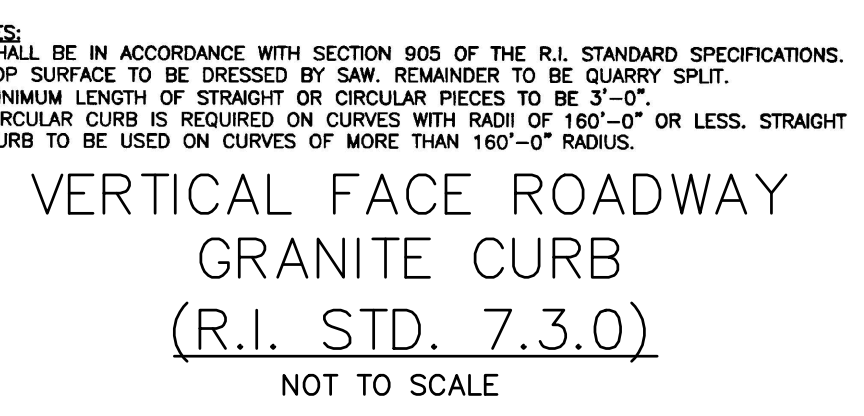
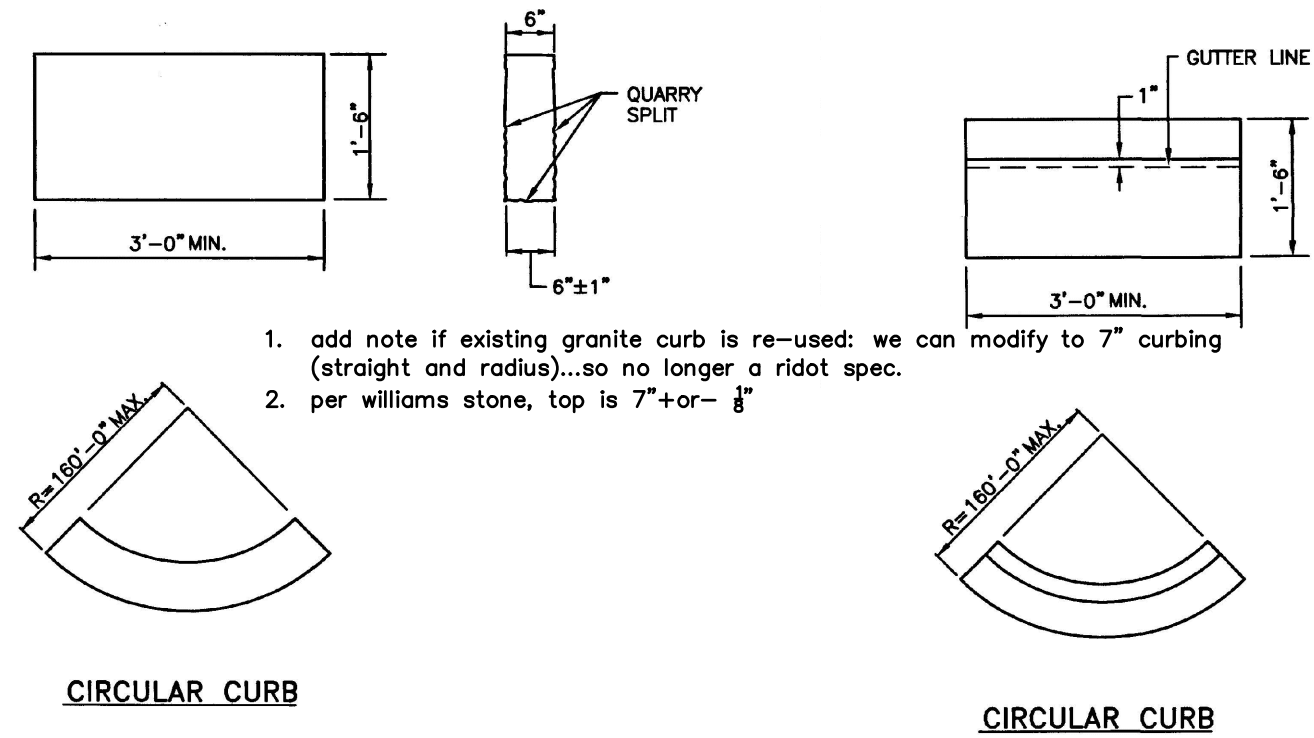


**ROADWAY NOTES:**

- HOT MIX ASPHALTS (HMS) SHALL BE BASED ON AASHTO "SUPERPAVE" ASPHALT DESIGNATIONS, AS ADOPTED BY RIDOT.
- ALL OTHER ROADWAY MATERIALS, INCLUDING GRAVEL, CONCRETE AND CURBING SHALL CONFORM TO THE LATEST EDITION OF THE RIDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE ANY AND ALL LABORATORY AND FIELD TESTING REQUIRED BY THE TOWN TO DEMONSTRATE/VERIFY THAT MATERIALS CONFORM TO APPLICABLE STANDARDS. MATERIALS FOUND NOT TO CONFORM TO APPLICABLE STANDARDS SHALL BE COMPLETELY REMOVED AND REPLACED WITH SUITABLE MATERIALS.
- THE TOWN SHALL RESERVE THE RIGHT TO MODIFY THE REQUIRED MATERIAL THICKNESSES AND OTHER DIMENSIONS IN SPECIFIC INSTANCES WHERE NON-TYPICAL ROAD LOADINGS AND/OR VEHICLE VOLUMES ARE ANTICIPATED.
- IN THE EVENT THAT A CONCRETE DUCT BANK IS ENCOUNTERED WITHIN EXISTING GRAVEL BASE UNDER THE EXISTING ASPHALT PAVEMENT, THE CONCRETE DUCT BANK/UTILITY SHALL NOT BE REMOVED AND SHALL REMAIN IN PLACE. THE NEW ASPHALT PAVEMENT WILL BE INSTALLED ATOP THE DUCT BANK TO MEET PROPOSED ROADWAY ELEVATIONS.

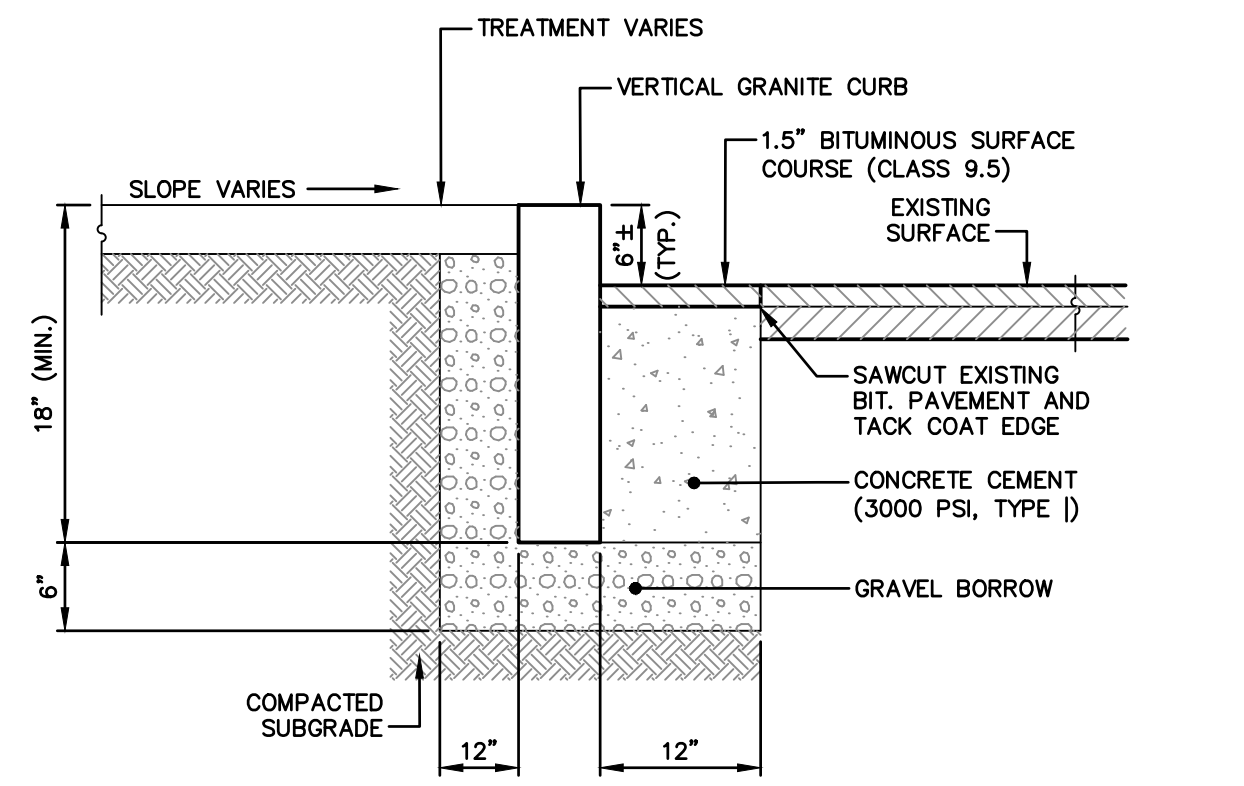
**TYPICAL CENTRAL FALLS RIGHT-OF-WAY SECTION**

NOT TO SCALE



**CONCRETE DRIVEWAY THROUGH SIDEWALK**

NOT TO SCALE



- NOTES:**
- NEW CURBING INSTALLED ADJACENT TO EXISTING CURBING SHALL MATCH THE EXISTING REVEAL OR A MINIMUM OF 4 INCHES, WHICHEVER IS GREATER. IF ADJACENT EXISTING REVEAL IS LESS THAN 4 INCHES, THE FIRST SECTION OF NEW CURB SHALL TRANSITION TO 4-INCH REVEAL.
  - ALL PAVEMENT MATERIALS AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH SECTIONS 401 AND M.03 OF RIDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (AUGUST 2013).
  - GRAVEL BORROW SHALL BE WELL GRADED AND MEET THE GRADATION REQUIREMENTS SPECIFIED IN COLUMN 1, TABLE 1 IN SUBSECTION M.01.09 OF RIDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
  - GRAVEL BORROW SHALL BE INSTALLED IN 6-INCH LIFTS AND COMPACTED TO 95-PERCENT MODIFIED PROCTOR.
  - UNSUITABLE MATERIAL WITHIN SUBGRADE SHALL BE REMOVED AND REPLACED WITH GRAVEL BORROW.

**VERTICAL ROADWAY GRANITE CURB SETTING DETAIL (R.I. STD. 7.6.0)**

NOT TO SCALE

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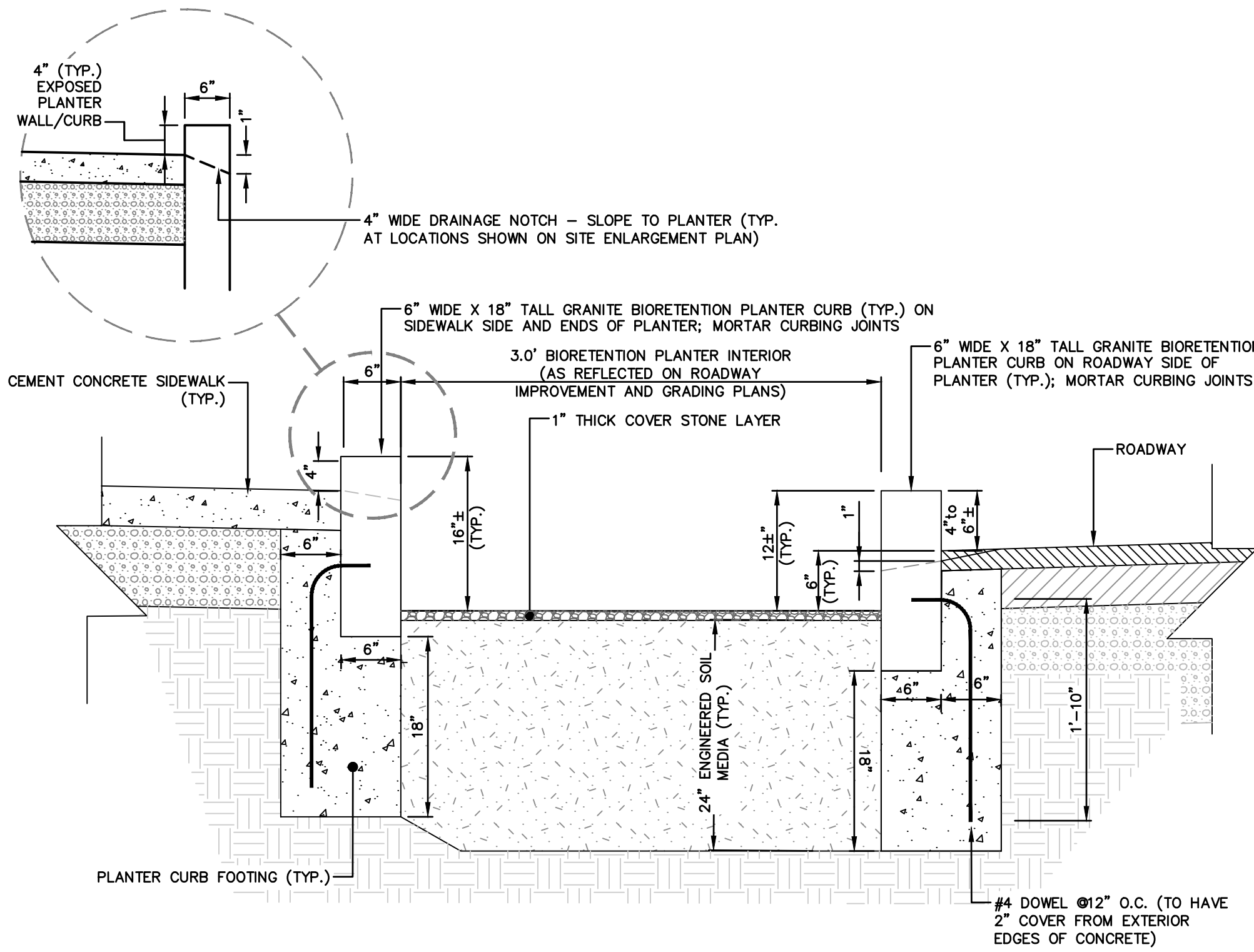
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CITIES OF PAWTUCKET & CENTRAL FALLS  
 CONSTRUCTION DETAILS  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
 PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS  
 RHODE ISLAND

PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**CD-501**

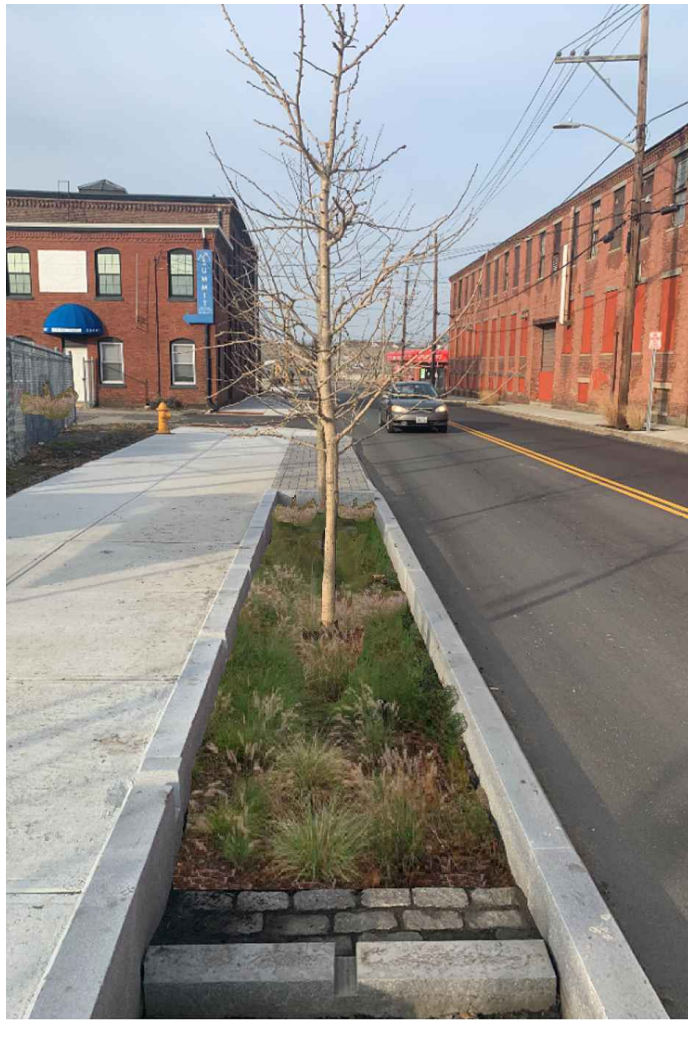




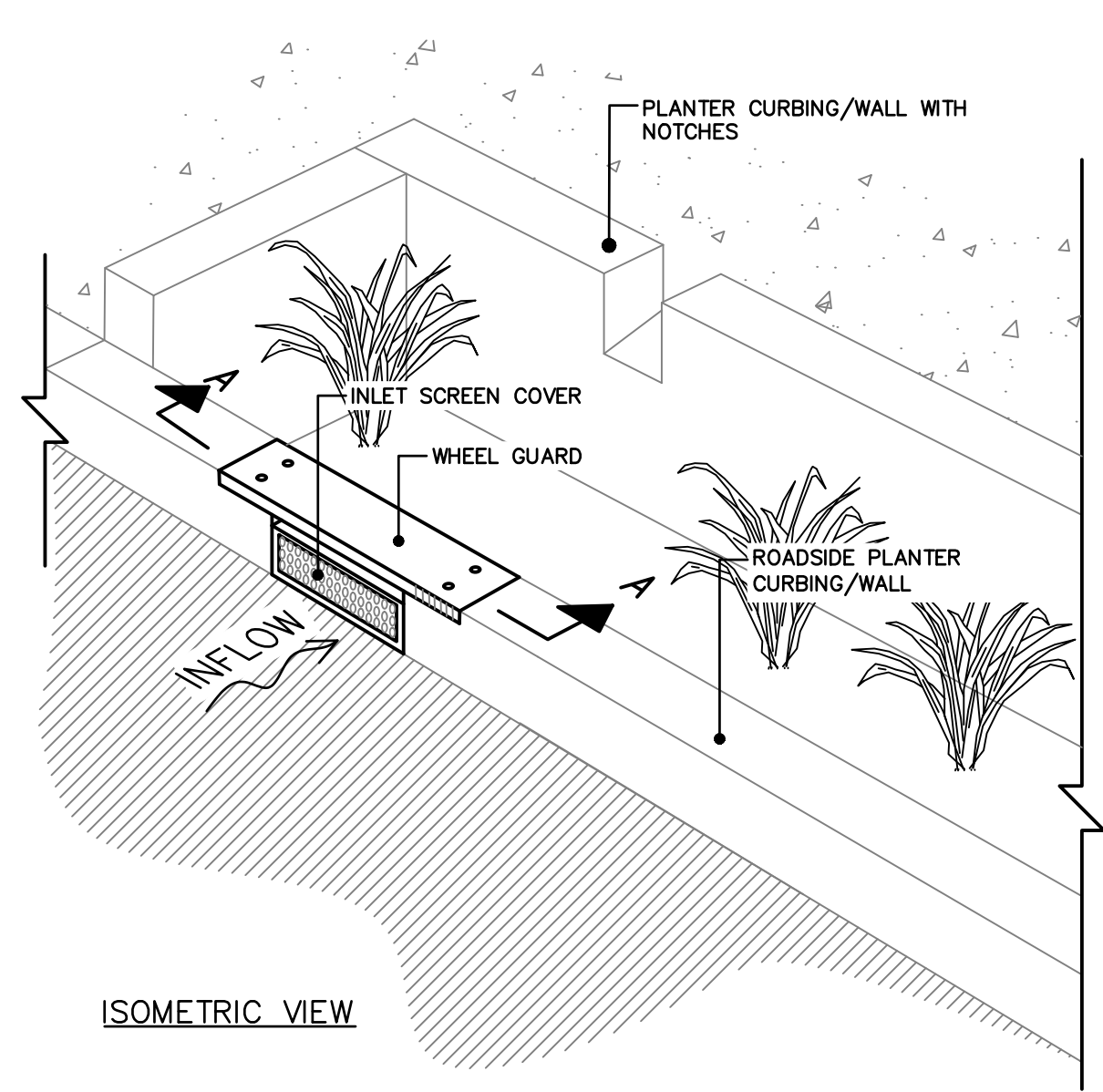


- NOTES:**
1. INSTALL TEMPORARY 2"x4" HORIZONTAL SUPPORTS OR SIMILAR, SPACED INTERMITTENTLY, WITHIN PLANTERS TO SUPPORT PLANTER CURBING UNTIL PLANTER CURB FOOTINGS AND ENGINEERED SOIL MEDIA IS INSTALLED WITHIN PLANTERS.
  2. DUE TO RELATIVE NARROW WIDTH OF PLANTERS, CONCRETE POURED TO FORM THE PLANTER CURB FOOTINGS SHALL NOT PROTRUDE ANY MORE THAN 3" OFF OF INTERIOR FACE OF CURB. UTILIZE FORMWORK AS NECESSARY TO MEET THIS CRITERIA.
  3. MORTAR FOR CURBING JOINTS SHALL BE IN ACCORDANCE WITH M04.03.5 OF THE RIDOT STANDARD SPECIFICATIONS.

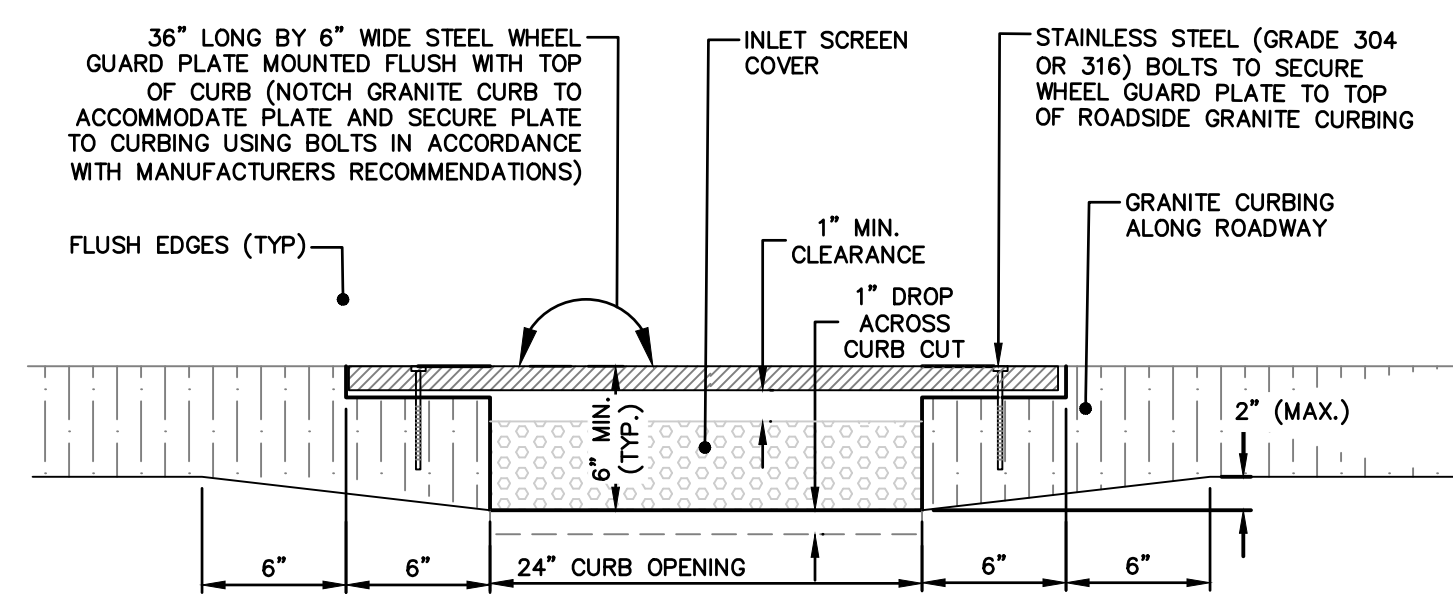
**CURBSIDE BIORETENTION PLANTER TYPICAL CROSS SECTION**  
NOT TO SCALE



**TYPICAL ENGINEERED SOIL MEDIA COMPOSITION:**  
ENGINEERED SOIL MEDIA SHALL HAVE A LOAMY SAND SOIL TEXTURE PER USDA TEXTURAL TRIANGLE. THE SOIL MIXTURE SHALL BE 60 - 70% SAND BY VOLUME; 15 - 25% TOPSOIL OR LOAM BY VOLUME; AND 15 - 25% ORGANIC MATTER (CONSISTING OF PARTIALLY DECOMPOSED SPHAGNUM PEAT WITH 100% PASSING A 1/2" SIEVE, AND A PH OF 3.4 TO 4.8; OR GROUND PINE BARK MULCH) BY VOLUME, WITH A MAXIMUM SILT AND CLAY CONTENT OF 8%.

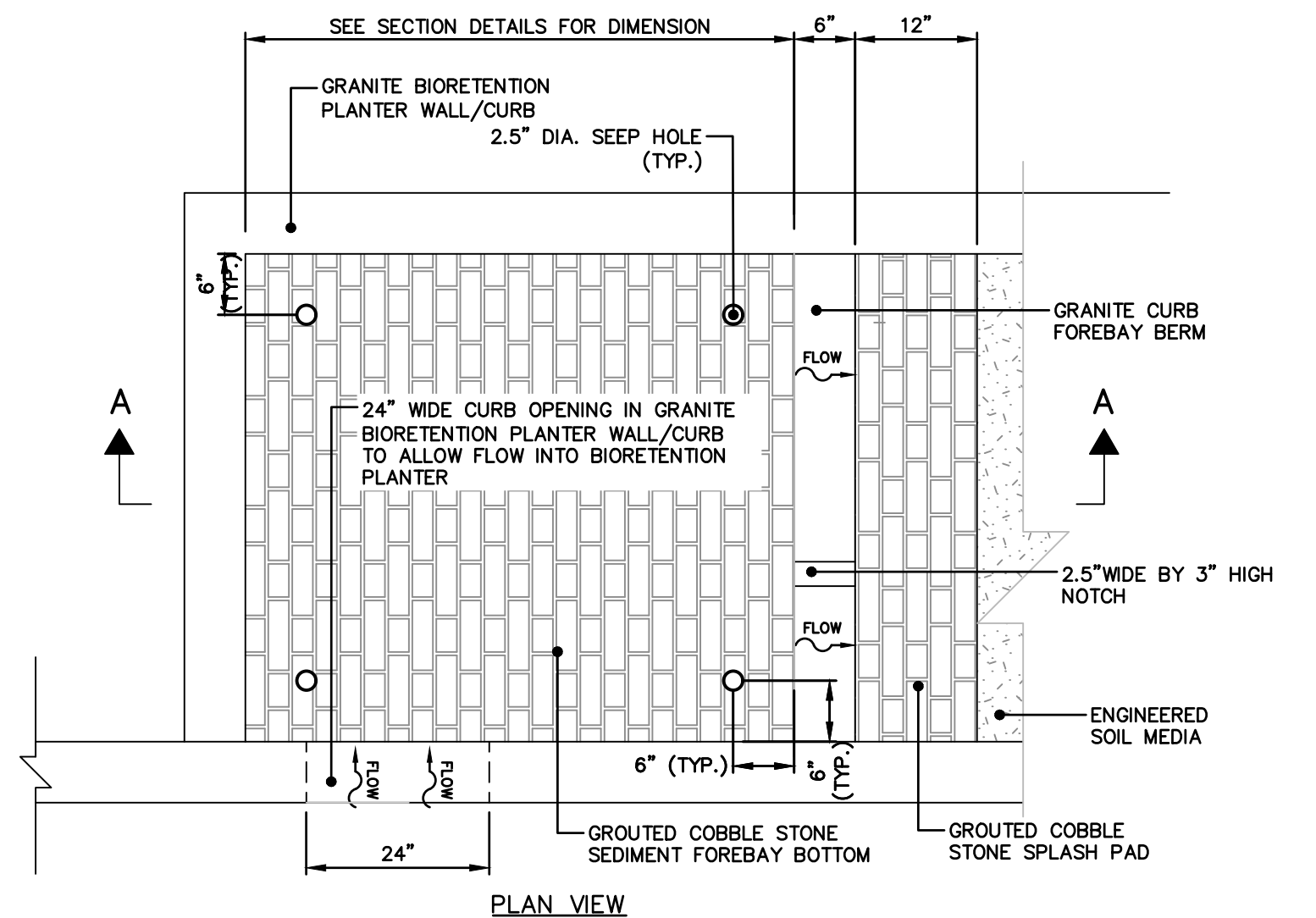


**ISOMETRIC VIEW**

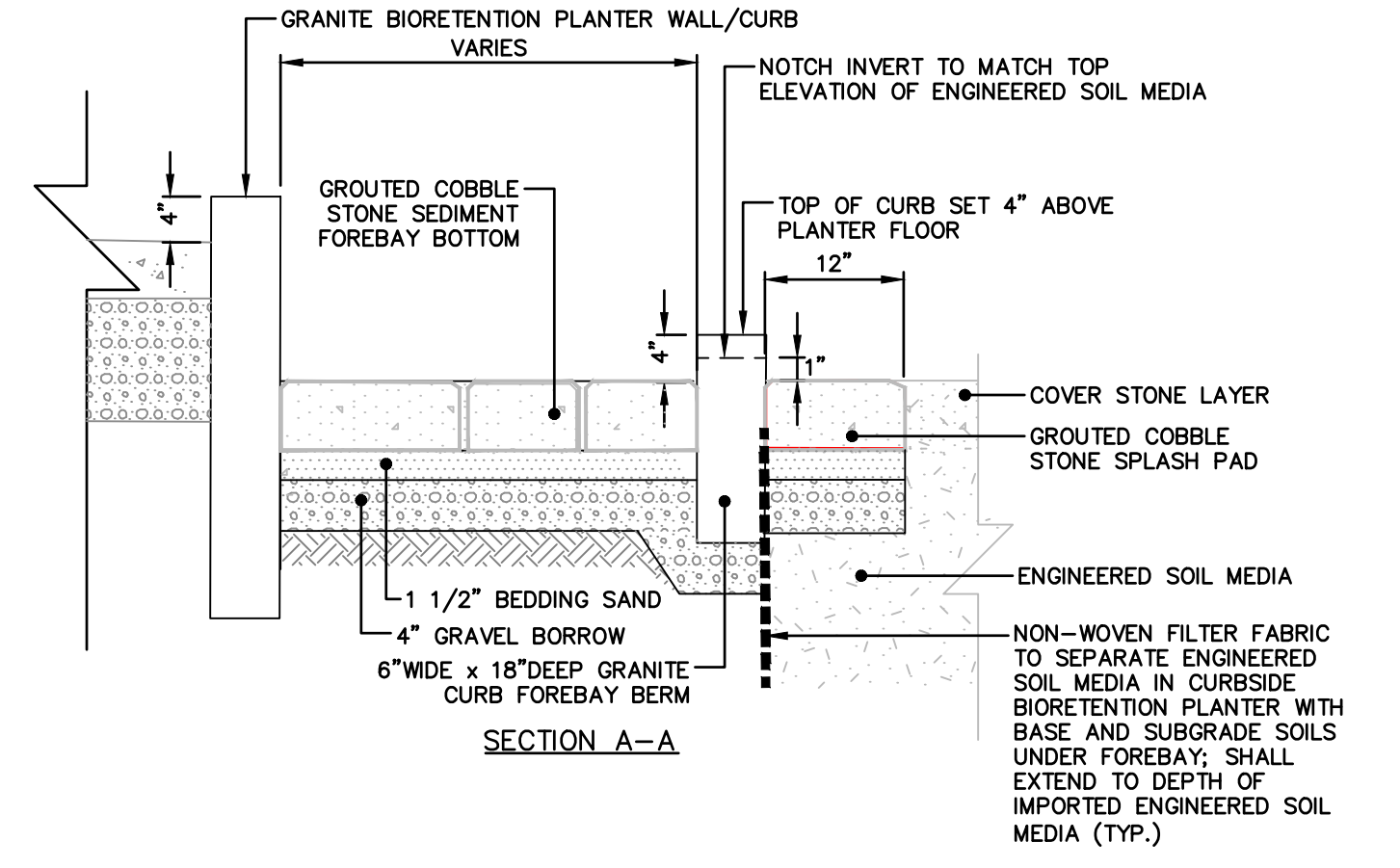


- NOTES:**
1. WHEEL GUARDS SHALL BE A STEEL PLATE RATED FOR H-20 LOADING. BOLTS AND ATTACHMENTS SHALL BE STAINLESS STEEL (GRADE 304 OR 316).
  2. INTERNAL CURB INLET DEBRIS SCREEN SHALL BE ATTACHED TO INSIDE OF GRANITE CURB INLET OPENING SUCH THAT IT DOES NOT PROTRUDE INTO ROADWAY. SCREEN SHALL BE A MANUAL RETRACTABLE CURB INLET SCREEN COVER AS MANUFACTURED BY UNITED STORM WATER, INC. OR APPROVED EQUAL.

**SECTION A-A**  
**CURBSIDE BIORETENTION PLANTER INLET CURB OPENING**  
NOT TO SCALE

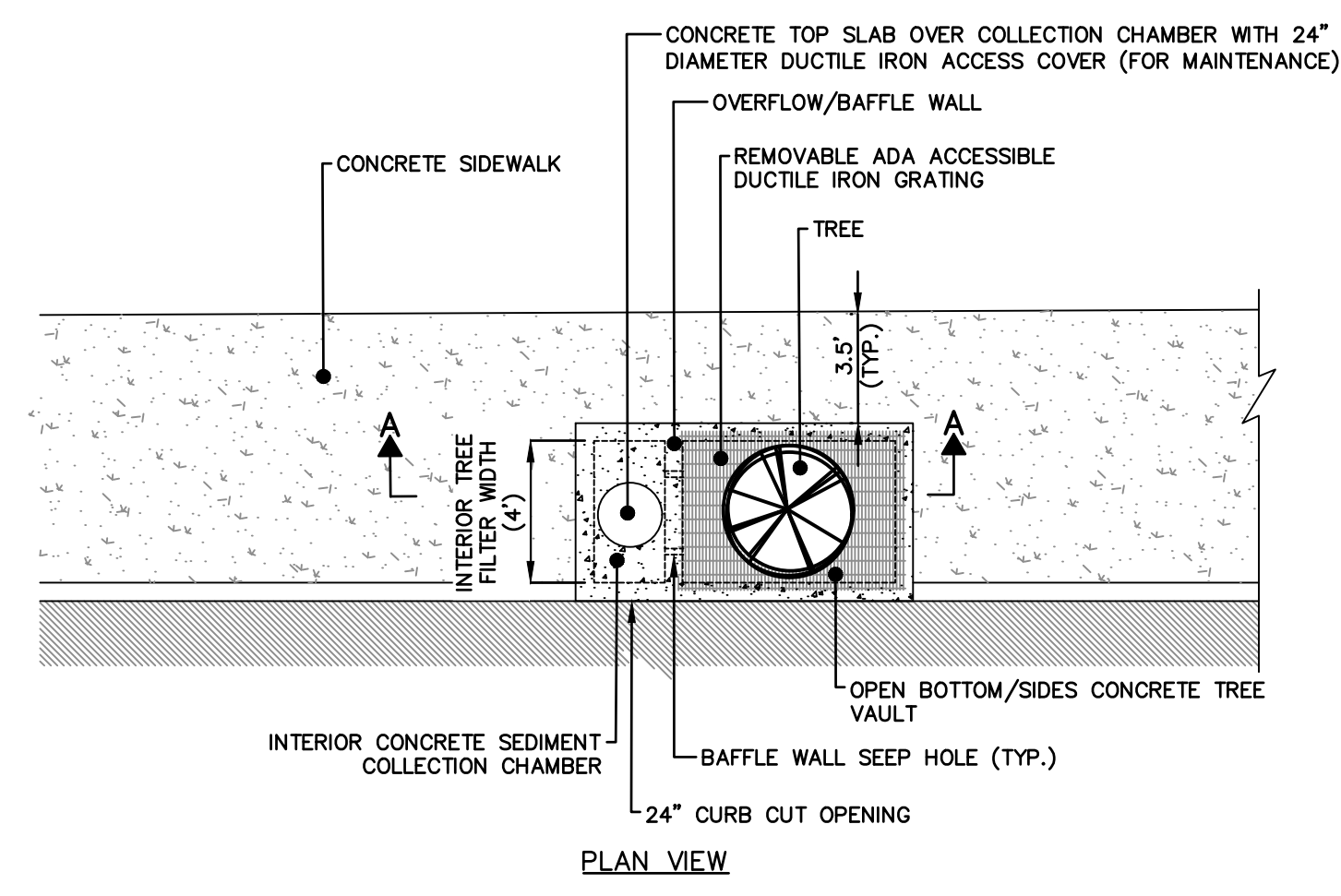


**PLAN VIEW**



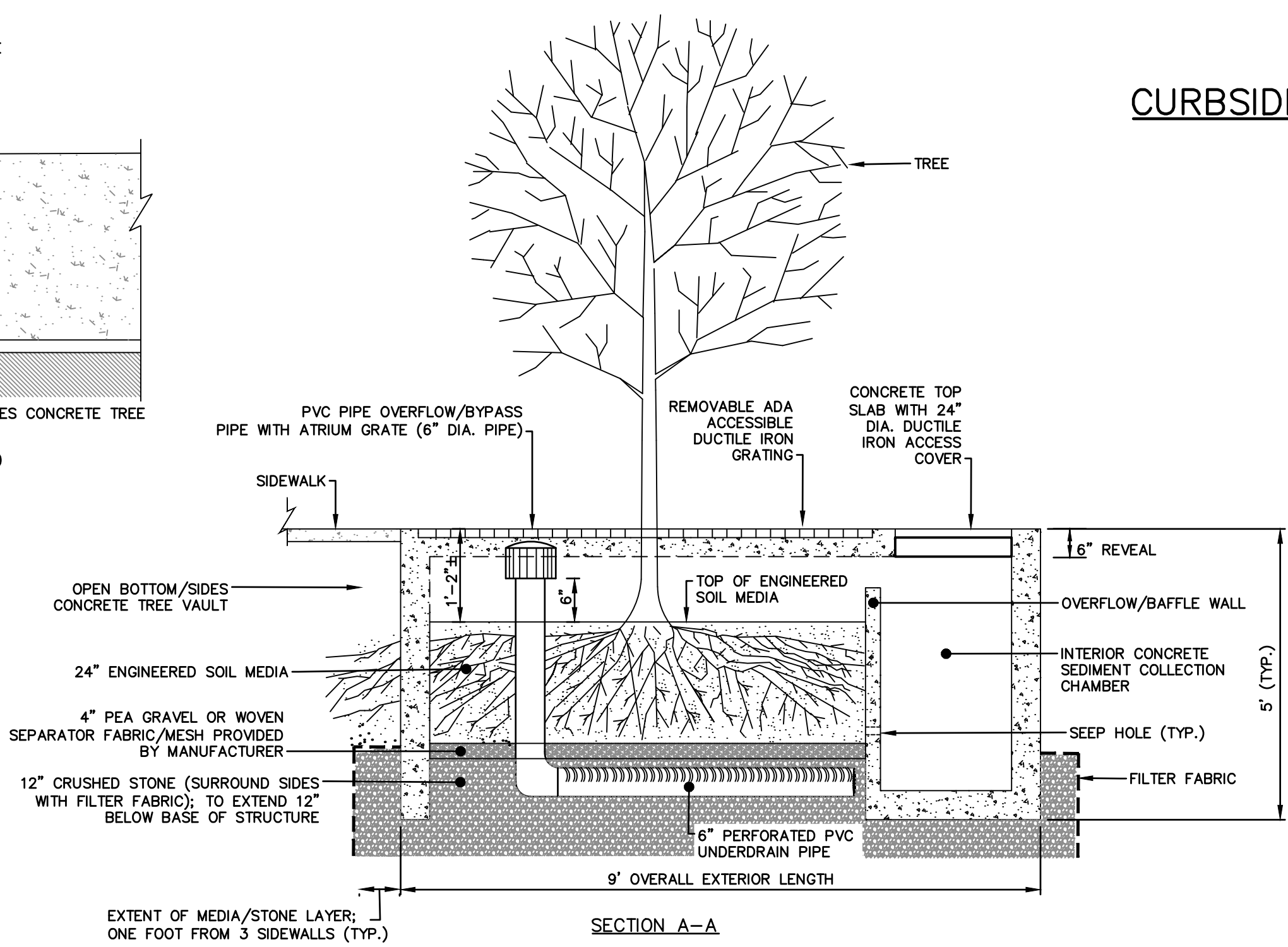
**SECTION A-A**

**PRETREATMENT SEDIMENT FOREBAY**  
NOT TO SCALE



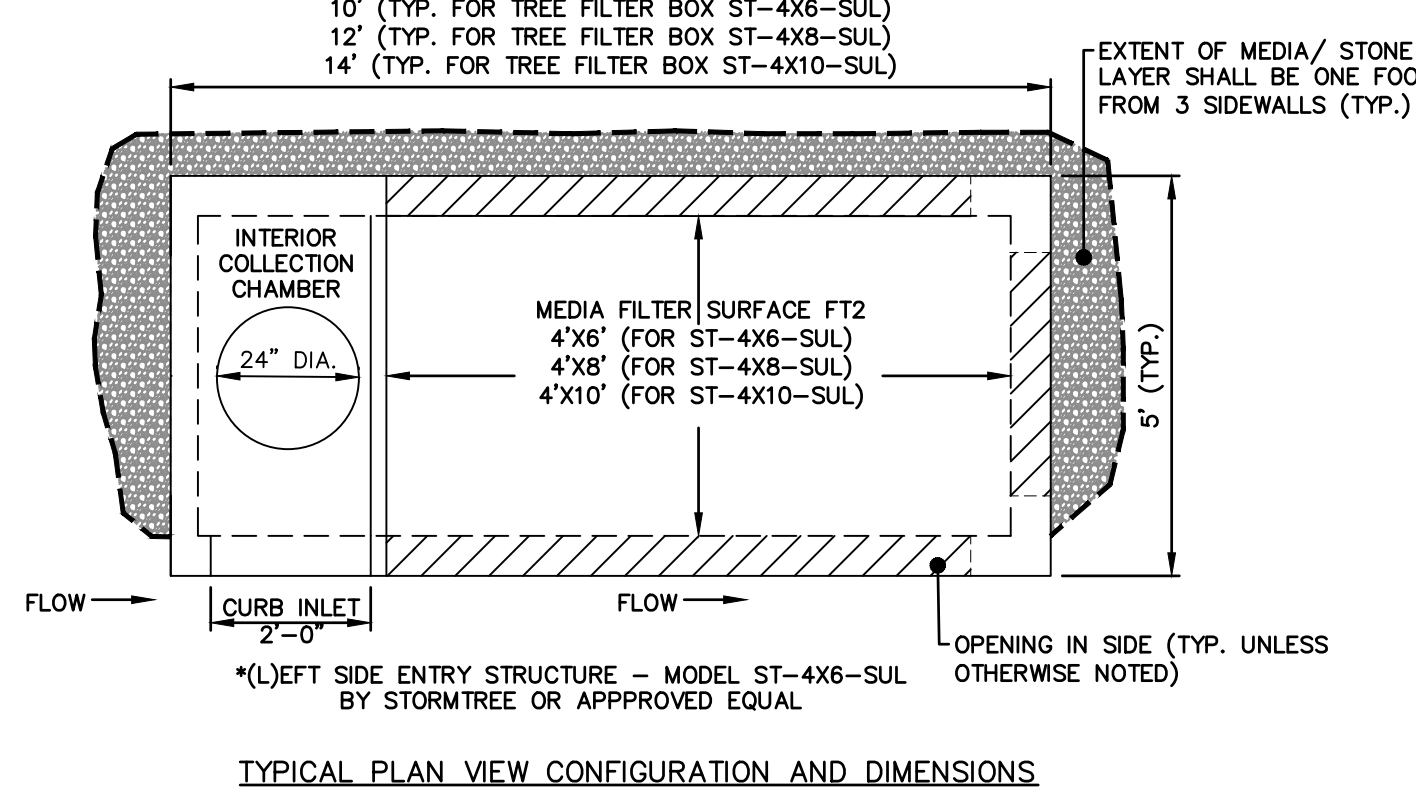
**PLAN VIEW**

1. TREE FILTER BOX STRUCTURES SHALL BE MODEL Nos. ST-4X6-SUL, ST-4X8-SUL, OR ST-4X10-SUL BY STORMTREE OR APPROVED EQUAL AS INDICATED ON THE SITE LAYOUT PLANS.
2. TREE PLANTER STRUCTURE SHALL CONSIST OF PRECAST CONCRETE FRAME WITH MINIMUM H-20 CURB LOADING CAPACITY; ENGINEERED MEDIA; ADA COMPLIANT DUCTILE IRON SUPPORT/TREE GRATE WITH MINIMUM 500 LBS/FT<sup>2</sup> LOADING CAPACITY; MEDIA SEPARATOR SCREEN. MANUFACTURER SHALL PROVIDE A CONSTRUCTION PLAN TO THE INSTALLATION CONTRACTOR PRIOR TO PROJECT INITIATION.
3. THE CURB CUT OPENING WILL FUNCTION AS A COMBINED INFLOW/OUTFLOW CURB.
4. SEEP HOLES SHALL BE PROVIDED ALONG COLLECTION CHAMBER OVERFLOW WALL TO FACILITATE DRAINAGE OF PRETREATMENT CHAMBER.
5. THE MAXIMUM DEPTH OF PONDING FOR THE WATER QUALITY VOLUME SHALL BE 6 INCHES.
6. PONDING WATER SHALL DRAIN FROM THE TREE FILTER WITHIN 48 HOURS OR LESS.
7. ACCESS AROUND THE TREE FILTER SHALL MEET ADA REQUIREMENTS AND ADA COMPLIANT GRATING MUST BE INSTALLED AROUND THE FILTERS TO FACILITATE ACCESS.

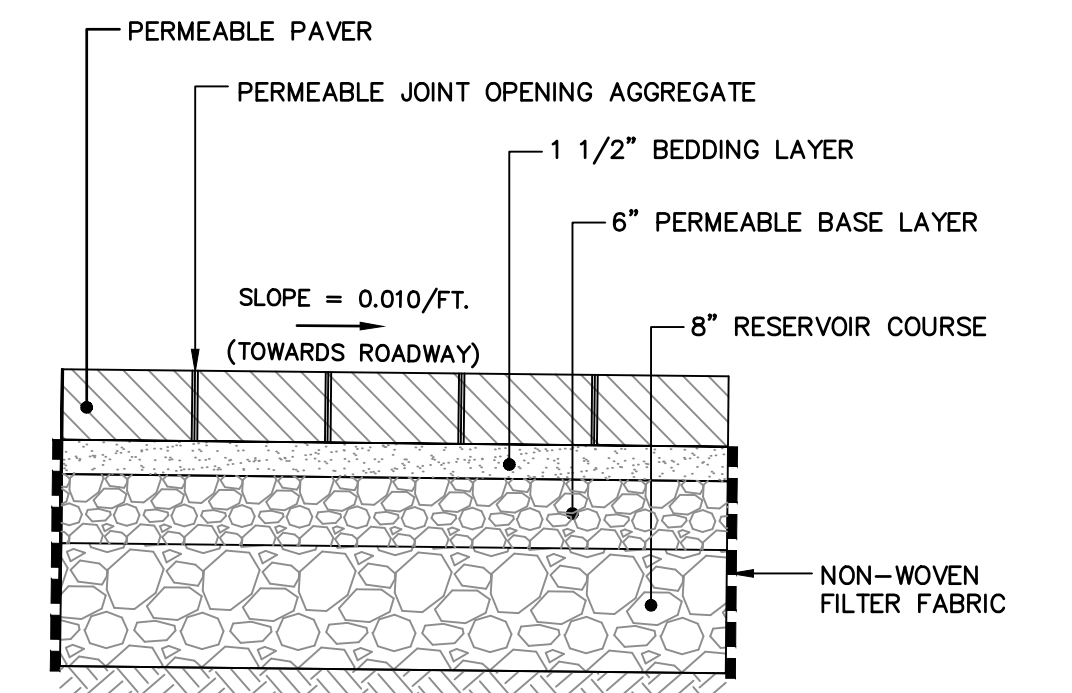


**SECTION A-A**

**TREE FILTER BOX (WITH INTERIOR SUMP)**  
NOT TO SCALE



**TYPICAL PLAN VIEW CONFIGURATION AND DIMENSIONS**



- NOTES:**
1. THICKNESS OF PERMEABLE CONCRETE PAVERS SHALL VARY BASED ON PRODUCT AND MANUFACTURER SELECTED.
  2. THE MINIMUM THICKNESSES OF THE BEDDING LAYER, PERMEABLE BASE LAYER, AND RESERVOIR COURSE LAYER AS SPECIFIED ABOVE REPRESENT MINIMUM THICKNESSES AFTER COMPACTION.
  3. PROTECT PERMEABLE PAVERS AND AGGREGATES FROM CONSTRUCTION VEHICLE TRAFFIC, RUNOFF FROM ADJACENT AREAS, AND SEDIMENTATION.

**PERMEABLE PAVER SYSTEM**  
**TYPICAL DETAIL**  
NOT TO SCALE

File: J:\DWG\2015\0951\10\Civil\Plan\20150951\C10\_DET01.dwg Layout: CD-503 Plotted: 2025-02-14 7:18 AM Saved: 2025-02-14 7:16 AM User: Sean Armuda LAYER STATE: PC3: NONE STB/CTB: FO STB

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL	SEAL			

**SCALE:**

HORIZ.: AS NOTED  
VERT.:  

**DATUM:**

HORIZ.:    
VERT.:  

**GRAPHIC SCALE**

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CITIES OF PAWTUCKET & CENTRAL FALLS

CONSTRUCTION DETAILS

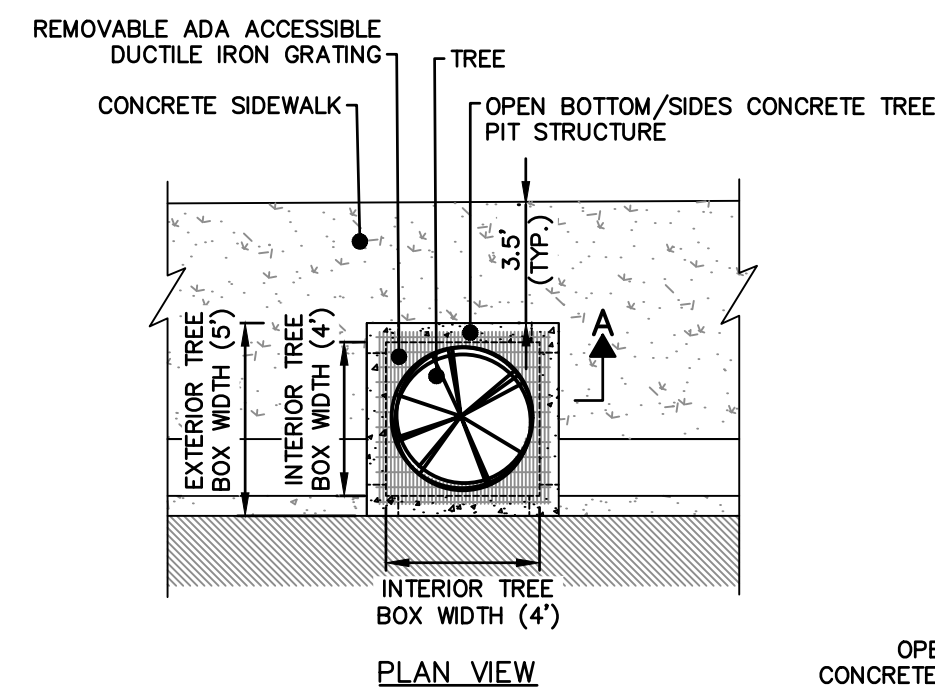
PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS

PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025

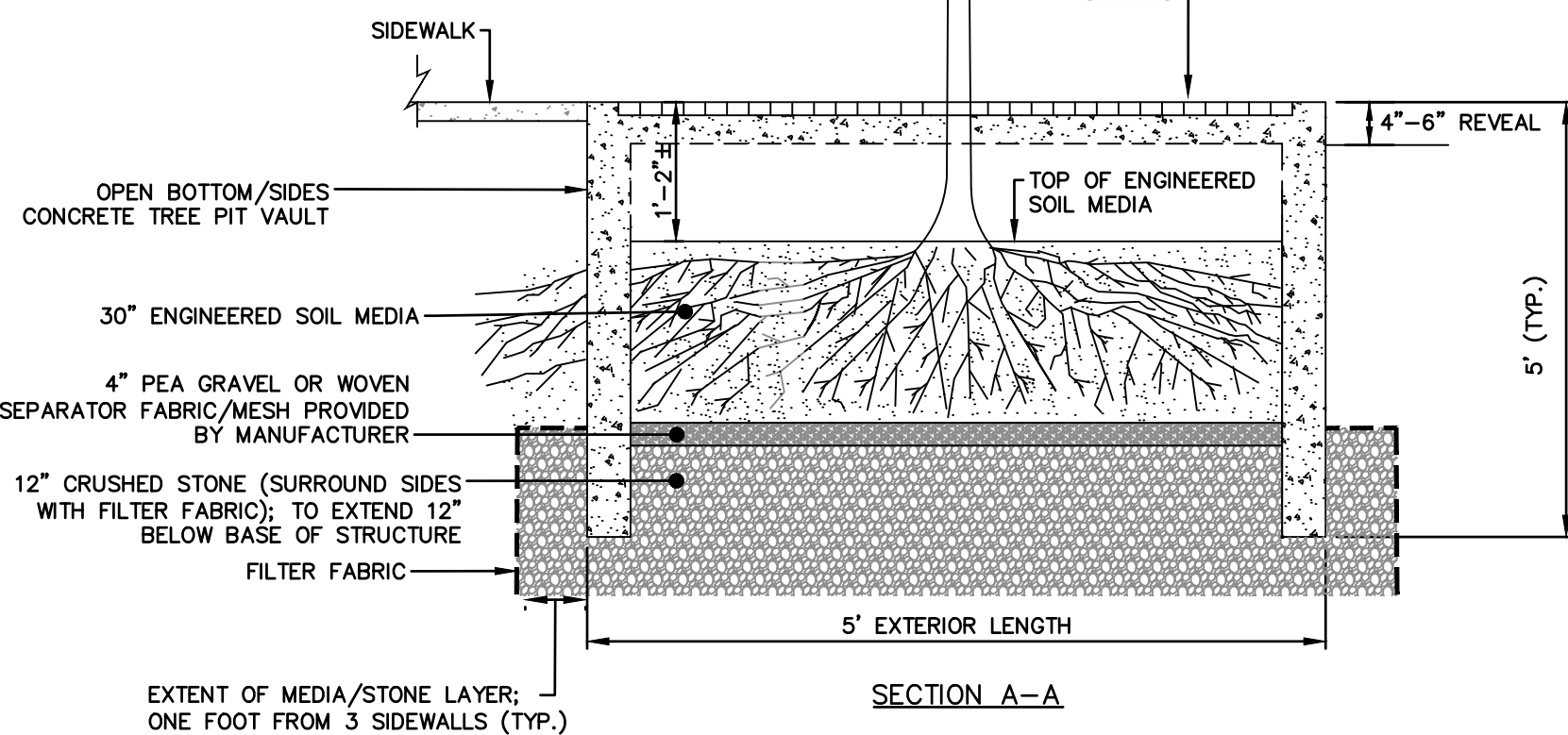
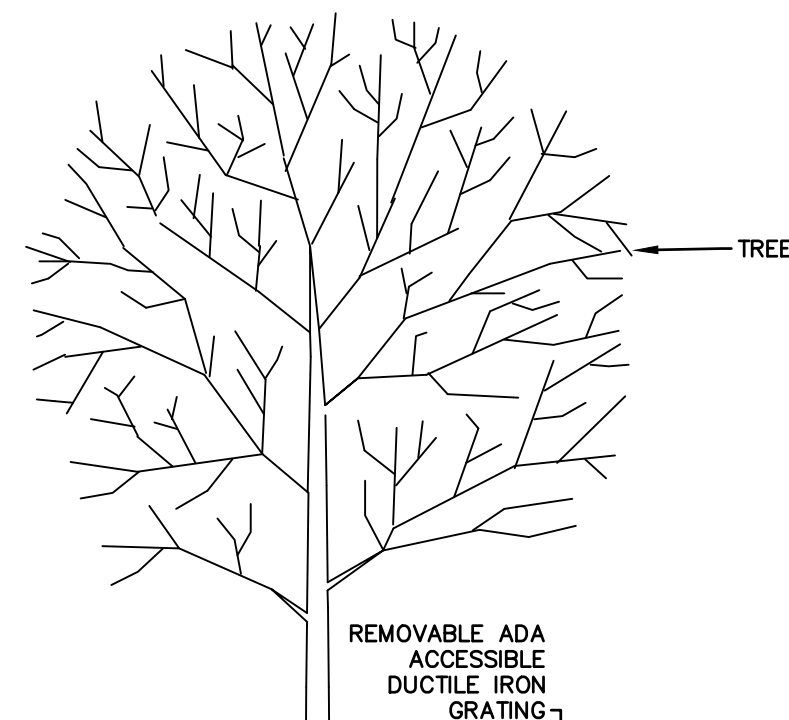
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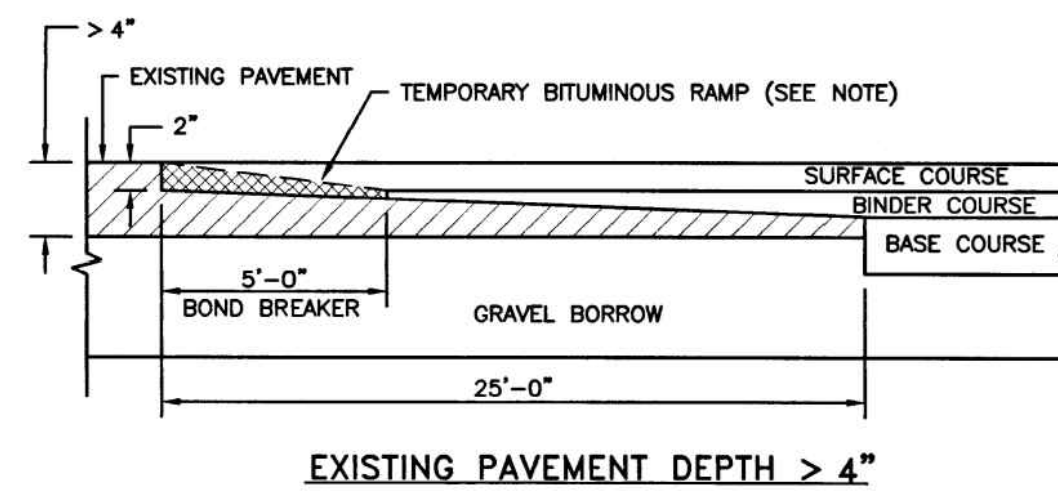
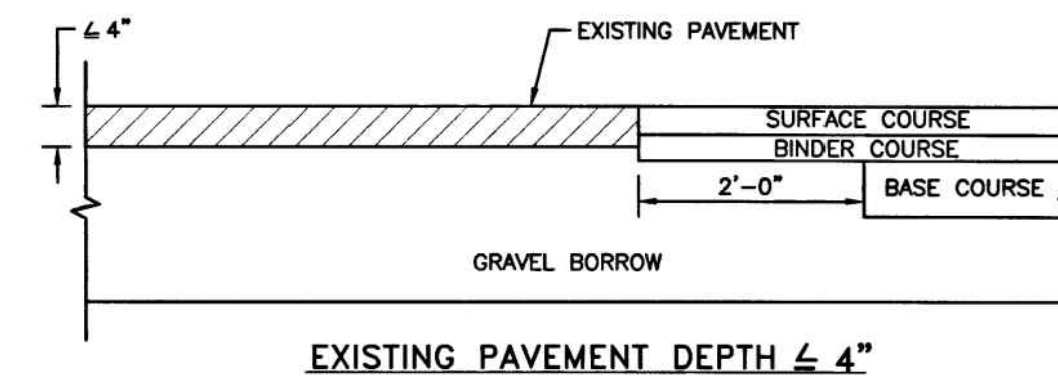


**NOTES:**

- TREE PIT STRUCTURE SHALL BE MODEL ST-4X4 BY STORMTREE OR APPROVED EQUAL.
- TREE PLANTER STRUCTURE SHALL CONSIST OF PRECAST CONCRETE FRAME WITH MINIMUM H=20 CURB LOADING CAPACITY; ENGINEERED MEDIA; ADA COMPLIANT DUCTILE IRON SUPPORT/TREE GRATE WITH MINIMUM 500 LBS/FT2 LOADING CAPACITY; AND MEDIA SEPARATOR SCREEN. MANUFACTURER SHALL PROVIDE A CONSTRUCTION PLAN TO THE INSTALLATION CONTRACTOR PRIOR TO PROJECT INITIATION.
- ACCESS AROUND THE TREE PIT SHALL MEET ADA REQUIREMENTS AND ADA COMPLIANT GRATING MUST BE INSTALLED ATOP THE FILTERS TO FACILITATE ACCESS.

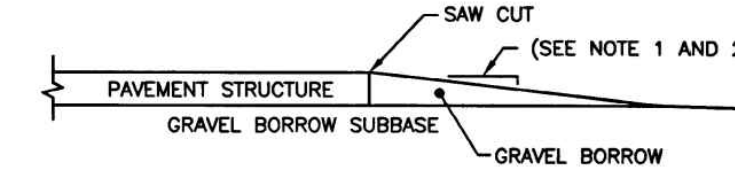


**TREE PIT**  
NOT TO SCALE



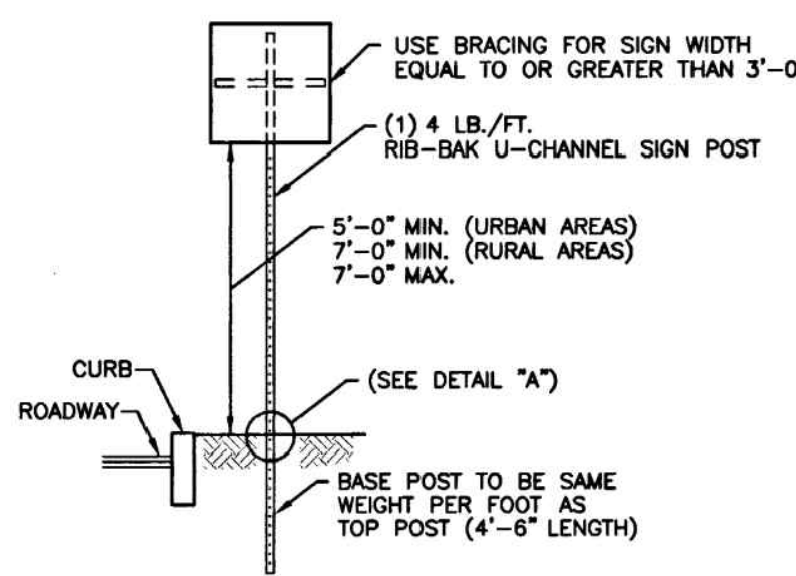
- NOTE:**  
 A BOND BREAKER (TAPERED OR EQUIVALENT) WILL BE PLACED 5'-0" FROM THE JOINT AND COVERED WITH THE BINDER COURSE AS THE TEMPORARY RAMP. PRIOR TO PLACING THE SURFACE COURSE, THE BINDER COURSE AND BOND BREAKER WILL BE REMOVED.

**TRANSVERSE PAVEMENT CUT AND MATCH**  
(R.I. STD. 47.1.1)  
NOT TO SCALE



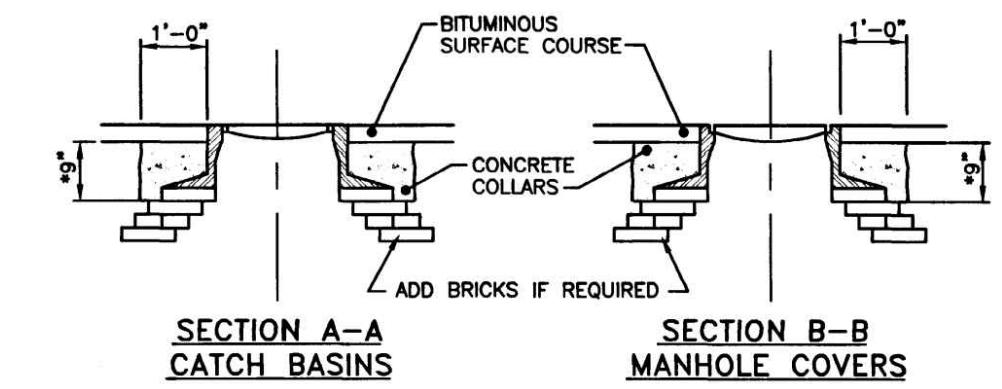
- NOTES:**  
 1. TRANSVERSE DROP-OFF: POSTED SPEED < 35 M.P.H.: 5 FEET HORIZONTALLY TO 1 INCH VERTICALLY. POSTED SPEED > 35 M.P.H.: 10 FEET HORIZONTALLY TO 1 INCH VERTICALLY.  
 2. LONGITUDINAL DROP-OFF (OUTSIDE EDGES OF PAVEMENT): POSTED SPEED < 35 M.P.H.: DROP-OFFS > 3" BUT < 5" SHALL BE TAPERED TO A 1:1 OR FLATTER SLOPE TO EXISTING GROUND. ALL DROP-OFFS > 5" SHALL BE TAPERED TO A 4:1 OR FLATTER SLOPE TO EXISTING GROUND.  
 3. LONGITUDINAL DROP-OFFS (TRAVEL LANES): LONGITUDINAL DROP-OFFS WILL NOT BE PERMITTED WITHIN 2'-0" OF A TRAVEL LANE. THIS AREA MUST BE AT GRADE WITH THE TRAVEL LANE. HOWEVER, SHOULD THE CONTRACTOR'S APPROVED SEQUENCE OF OPERATIONS RESULT IN OVERSIGHT DROP-OFFS GREATER THAN THREE INCHES OCCURRING BETWEEN 2'-0" TO 6'-0" FROM A TRAVEL LANE, THEN THE DROP-OFFS SHALL BE TAPERED TO A 4:1 OR FLATTER SLOPE TO EXISTING GROUND.

**PAVEMENT REMOVAL DROP-OFF DETAIL**  
(R.I. STD. 47.1.0)  
NOT TO SCALE



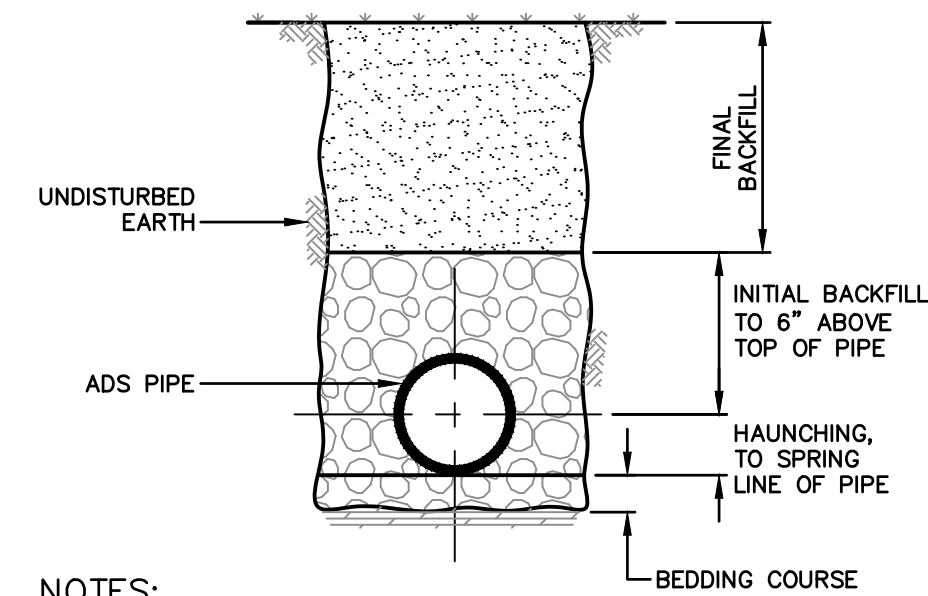
- INSTALLATION PROCEDURE:**  
 1. REMOVE A SPADE FULL OF SOIL (APPROXIMATELY 2" DEEP) FROM WHERE THE BASE POST WILL BE LOCATED.  
 2. DRIVE THE BASE POST IN THE CENTER OF THE HOLE JUST CREATED, TO WITHIN 4" OF GRADE LEVEL.  
 3. PLACE ONE BOLT AND FLAT WASHER IN THE TOP HOLE OF THE BASE POST. (IF THE TOP HOLE ON THE BASE POST, OR THE BOTTOM HOLE ON THE TOP POST IS LESS THAN 3/4" FROM END OF THE POST USE THE SECOND AND SIXTH HOLES.) WITH THE THREADED BAR SPACER ALIGNED WITH TOP HOLE ON THE BACK SIDE OF THE BASE POST, SECURELY TIGHTEN THE BOLT TO 20 FT. LBS. OF TORQUE. REPEAT THIS PROCESS FOR THE LOWER BOLT.  
 4. NEST THE TOP POST OVER THE PROTRUDING BOLTS ON THE BASE POST. PLACE A SELF-LOCKING FLANGE NUT ON EACH BOLT AND TIGHTEN SECURELY TO 20 FT. LBS. OF TORQUE.  
 5. REPLACE SOIL REMOVED IN STEP 1.  
 6. IN TRIPLE POST INSTALLATIONS USING 4 LB./FT. POSTS IN WEAK SOIL, A 1'-0" W x 6" H SOIL PLATE IS REQUIRED.

**RELOCATED STREET/STOP SIGN POST INSTALLATION**  
(R.I. STD. 24.2.0)  
NOT TO SCALE



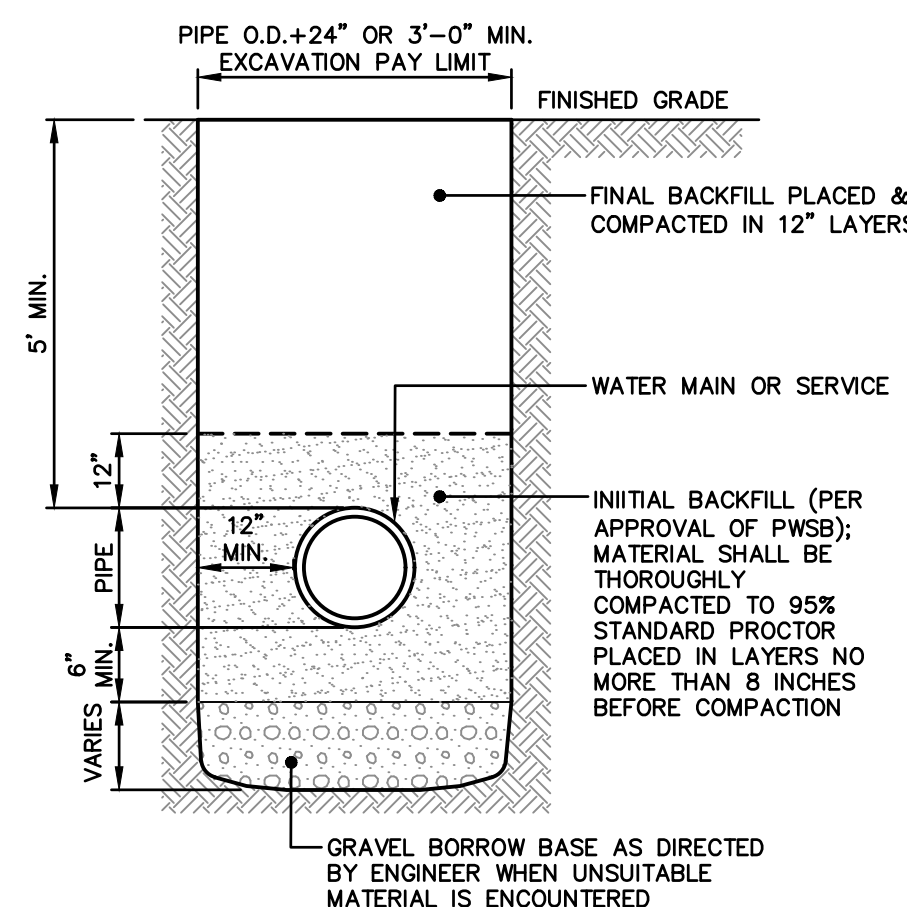
- NOTES:**  
 1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.  
 2. COLLARS TO BE CONCRETE MASONRY AS DIRECTED.  
 3. 9" OF CONCRETE IN BITUMINOUS PAVED AREAS. MEET EXISTING CONCRETE IN PORTLAND CEMENT CONCRETE AREAS.

**CONCRETE COLLARS FOR STRUCTURE FRAMES**  
(R.I. STD. 5.4.0)  
NOT TO SCALE

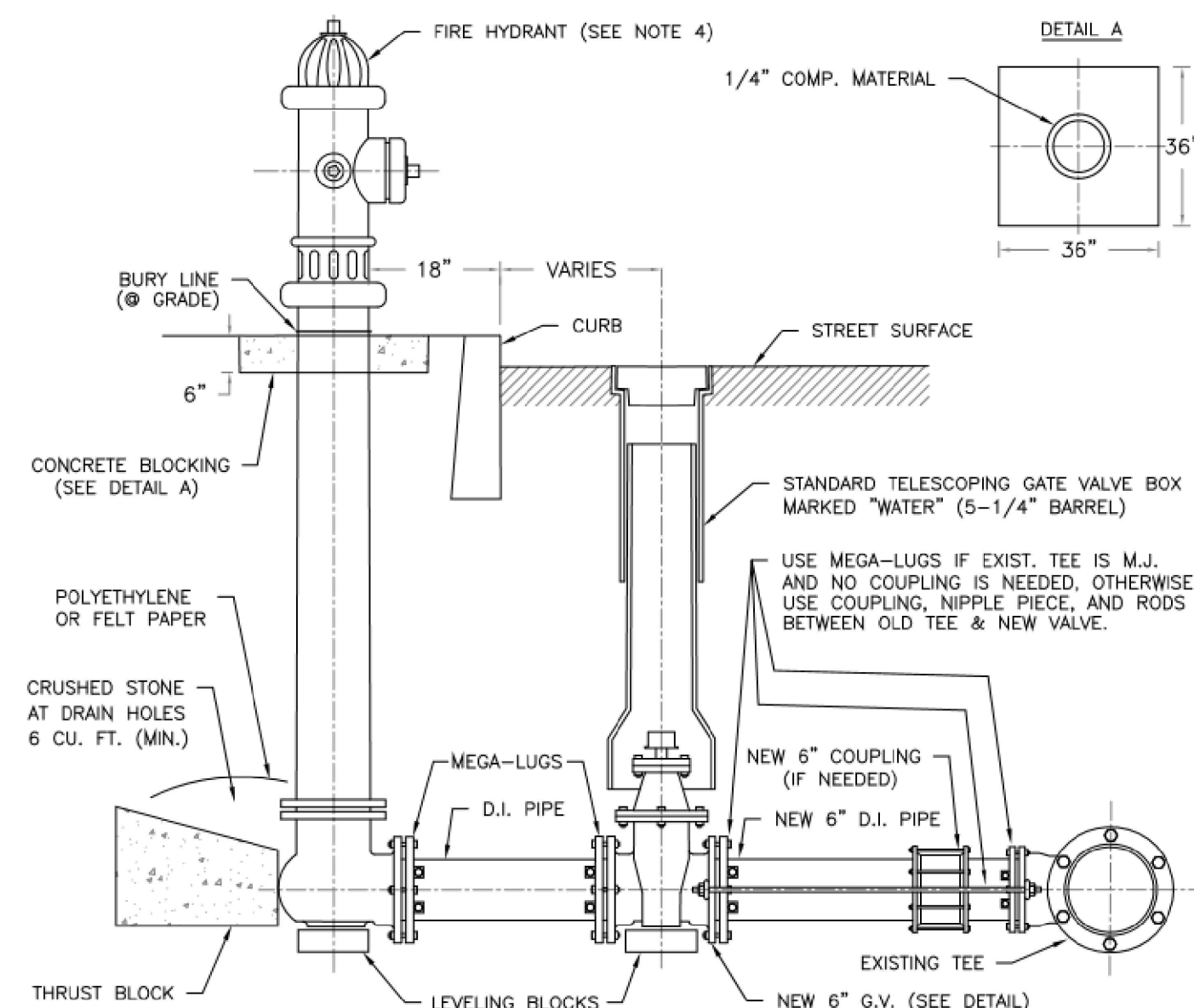


- NOTES:**  
 1. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH A FOUNDATION OF CLASS I OR II MATERIAL AS DEFINED IN ASTM D2321.  
 2. MINIMUM TRENCH WIDTH SHALL BE 36".

**TYPICAL STORM DRAIN TRENCH (FOR HDPE PIPE)**  
NOT TO SCALE

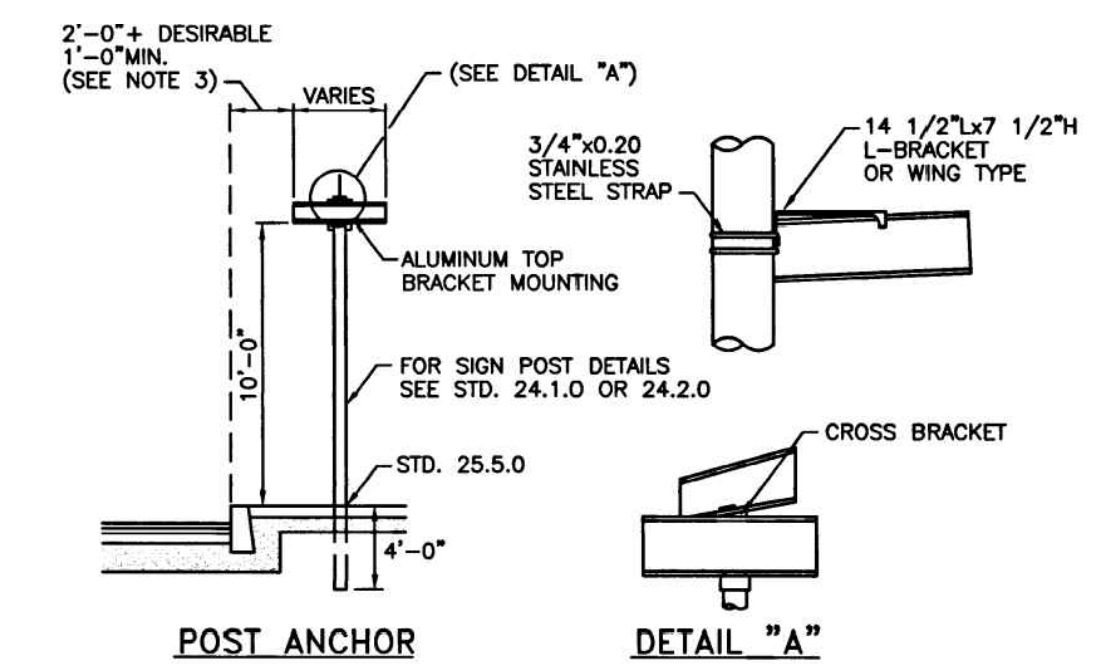


**TYPICAL WATER TRENCH (FOR HYDRANT RELOCATIONS)**  
NOT TO SCALE



- NOTES:**  
 1. HYDRANT SHALL BE INSTALLED IN ACCORDANCE WITH THE PAWTUCKET WATER SUPPLY BOARD (PWSB) RULES AND REGULATIONS.  
 2. THE FIRE HYDRANT SHALL BE A MUELLER SUPER CENTURION A-423, MJ SHOE, 5 1/4" MAIN VALVE, 4-1/2" PUMPER & (2) 2-1/2" HOSE NOZZLES, OPEN LEFT, COLOR TO BE CHROME YELLOW, BURY TO BE MEASURED IN FIELD.  
 3. INSTALL 36"x36"x6" CONCRETE BLOCKING ON HYDRANT BARREL AS SHOWN IN DETAIL A.  
 4. USE BOTH MEGA-LUG RESTRAINT GLANDS AND THRUST BLOCKS. THRUST BLOCKS SHALL HAVE A MINIMUM OF 3 SQUARE FEET AGAINST UNDISTURBED EARTH.  
 5. VALVE BOX SHALL BE 9-1/4" TELESCOPE TYPE, WITH COVER MARKED "WATER" IN ACCORDANCE WITH PWSB SPECIFICATIONS AND SHALL BE INSTALLED IN ACCORDANCE WITH PWSB RULES AND REGULATIONS.  
 6. ALL PIPE SHALL BE DUCTILE IRON IN ACCORDANCE WITH PWSB RULES AND REGULATIONS.

**HYDRANT RELOCATION AND CONNECTION**  
NOT TO SCALE



- NOTES:**  
 1. SHALL BE IN ACCORDANCE WITH SECTION T.15 OF THE R.I. STANDARD SPECIFICATIONS.  
 2. EACH SIGN SHALL HAVE LEGEND ON BOTH SIDES.  
 3. POSTS SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE BACK OF SIDEWALK, UNLESS SPACE DOES NOT PERMIT.

**RELOCATED STREET SIGN MOUNTING**  
(R.I. STD. 24.6.1)  
NOT TO SCALE

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

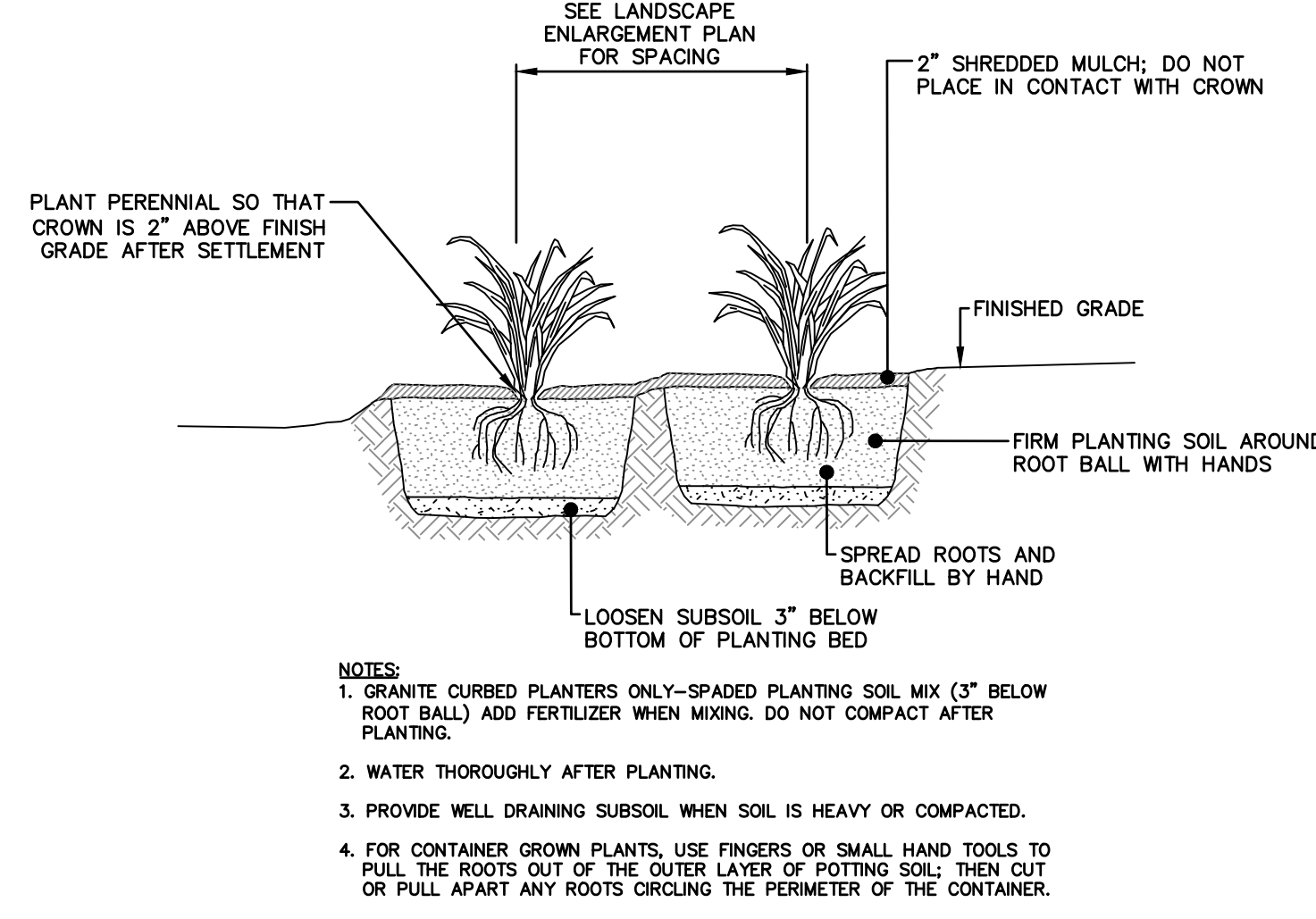
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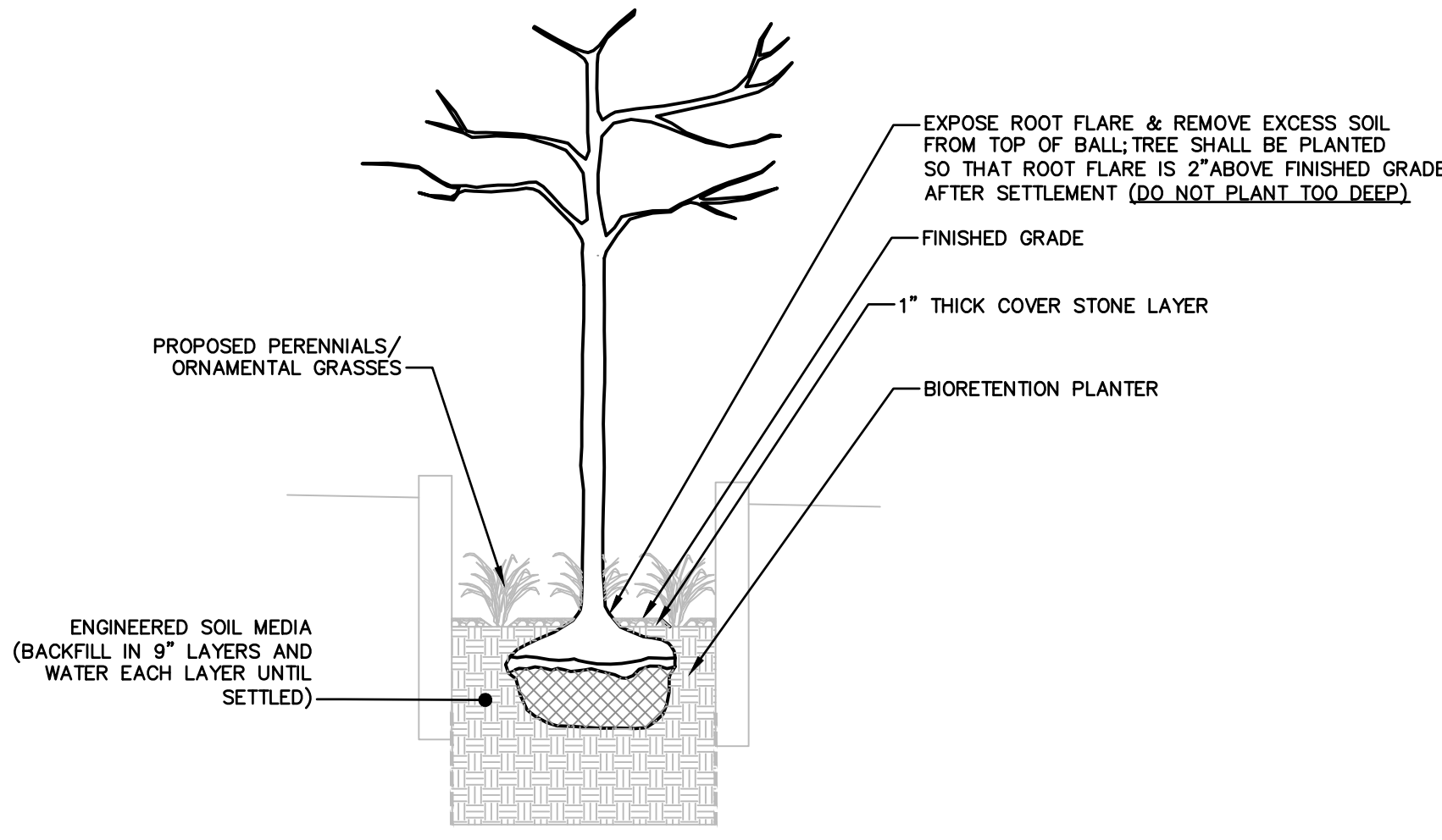
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 CONSTRUCTION DETAILS  
 PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

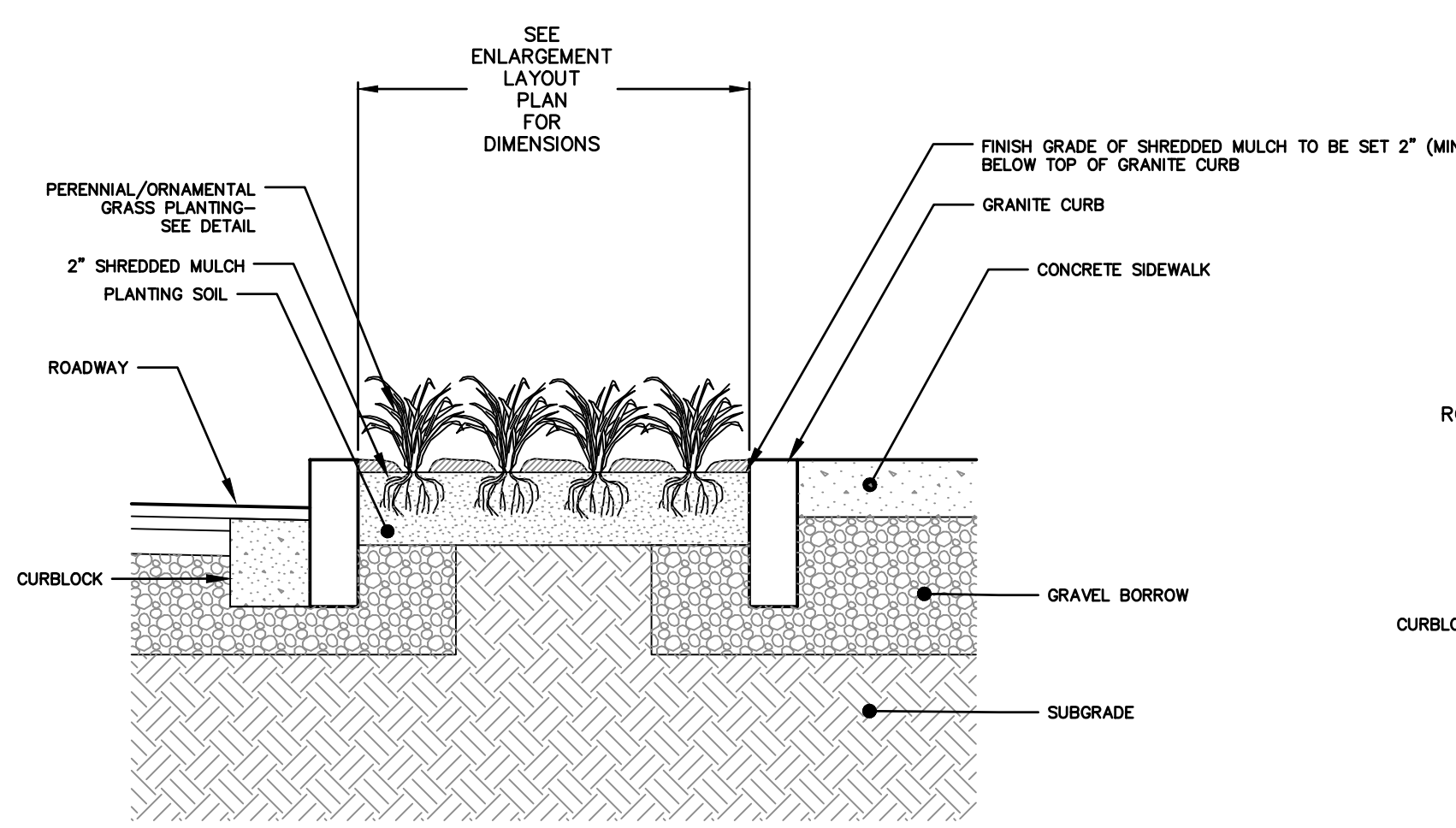
PROJ. No.: 200150951.C30  
 DATE: FEBRUARY 2025  
**CD-504**



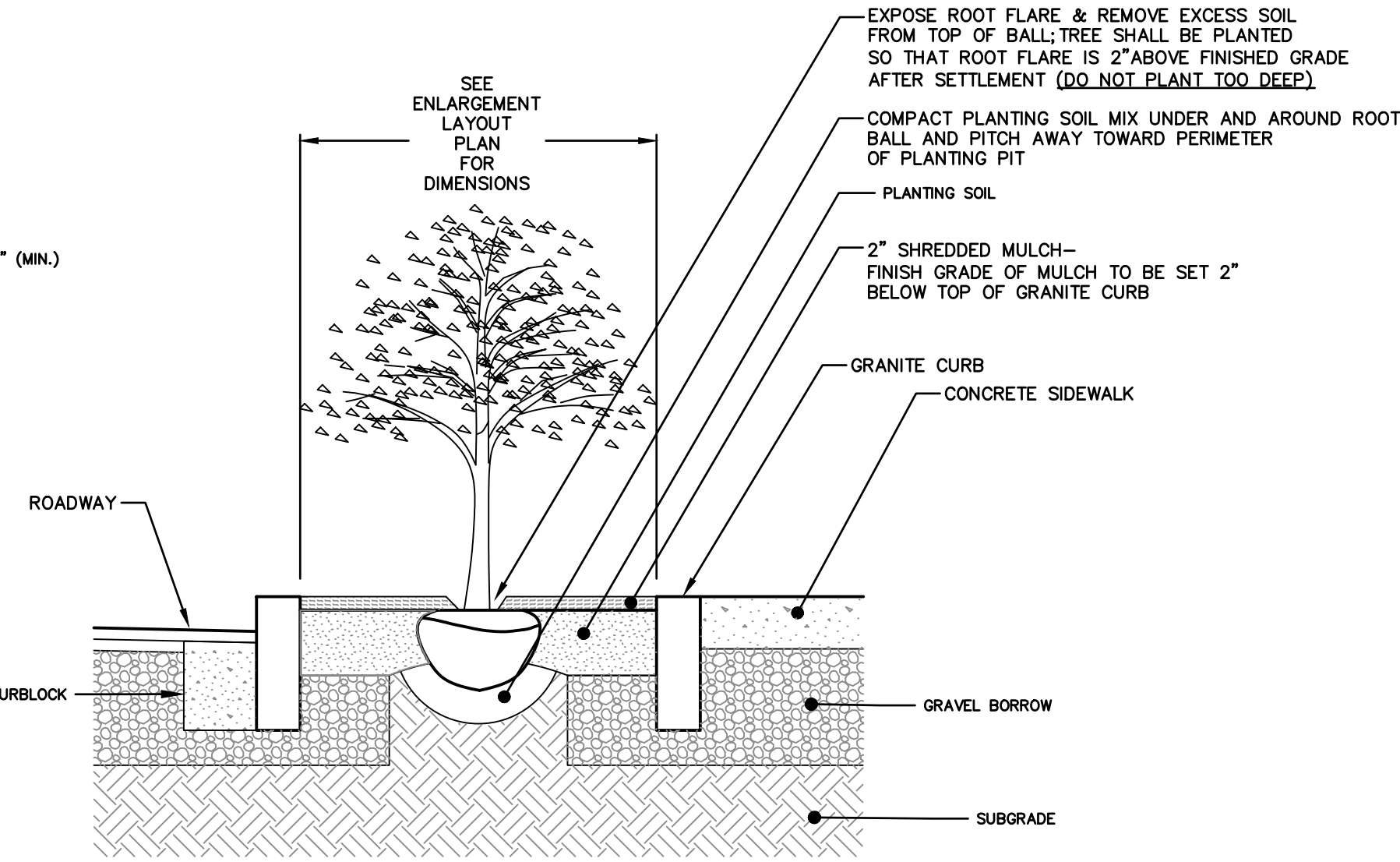
**PERENNIAL/ORNAMENTAL GRASS PLANTING**  
NOT TO SCALE



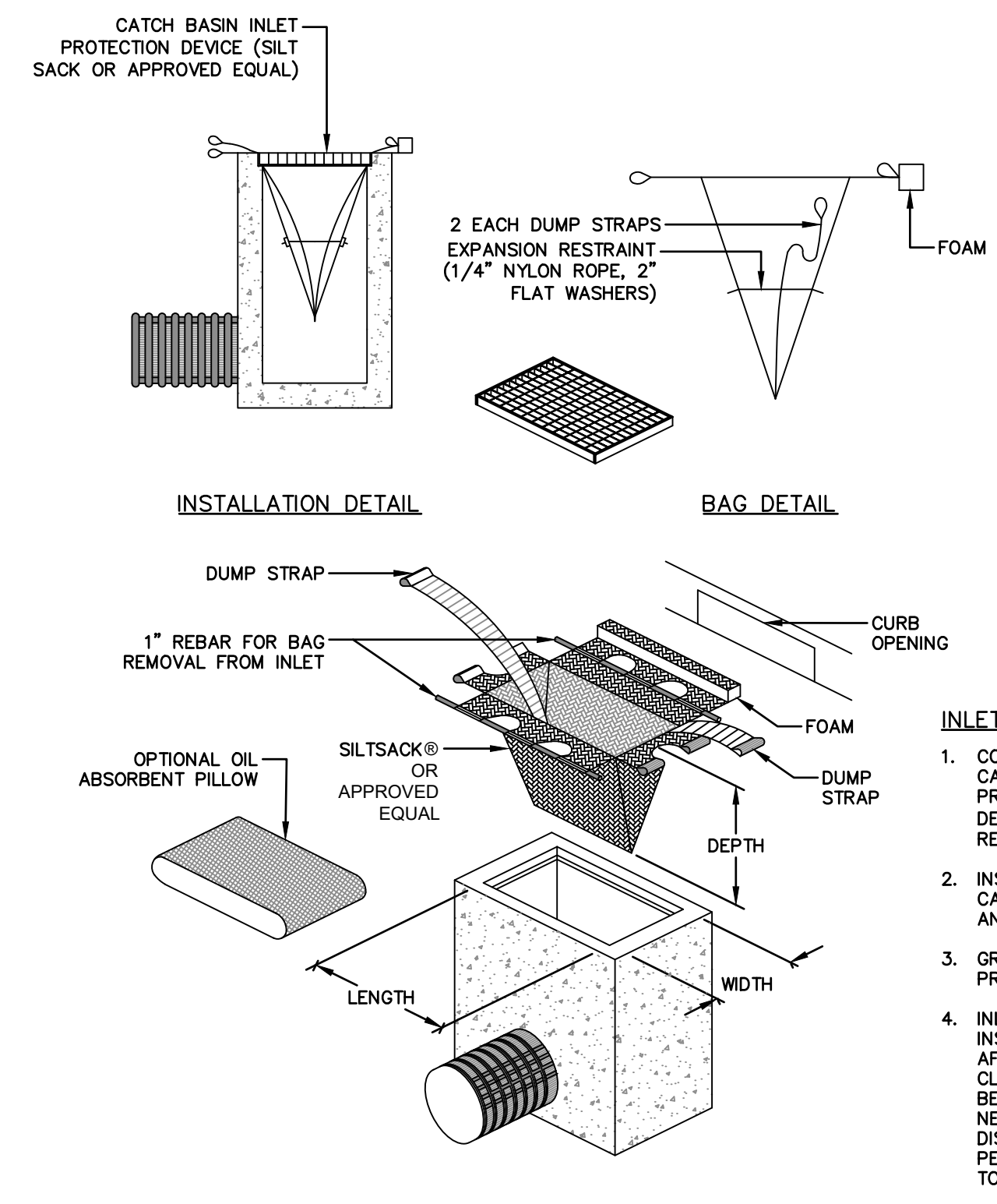
**STREET TREE PLANTING IN BIORETENTION PLANTER**  
NOT TO SCALE



**RAISED CURB PLANTER - ORNAMENTAL GRASSES / PERENNIAL PLANTING**  
NOT TO SCALE

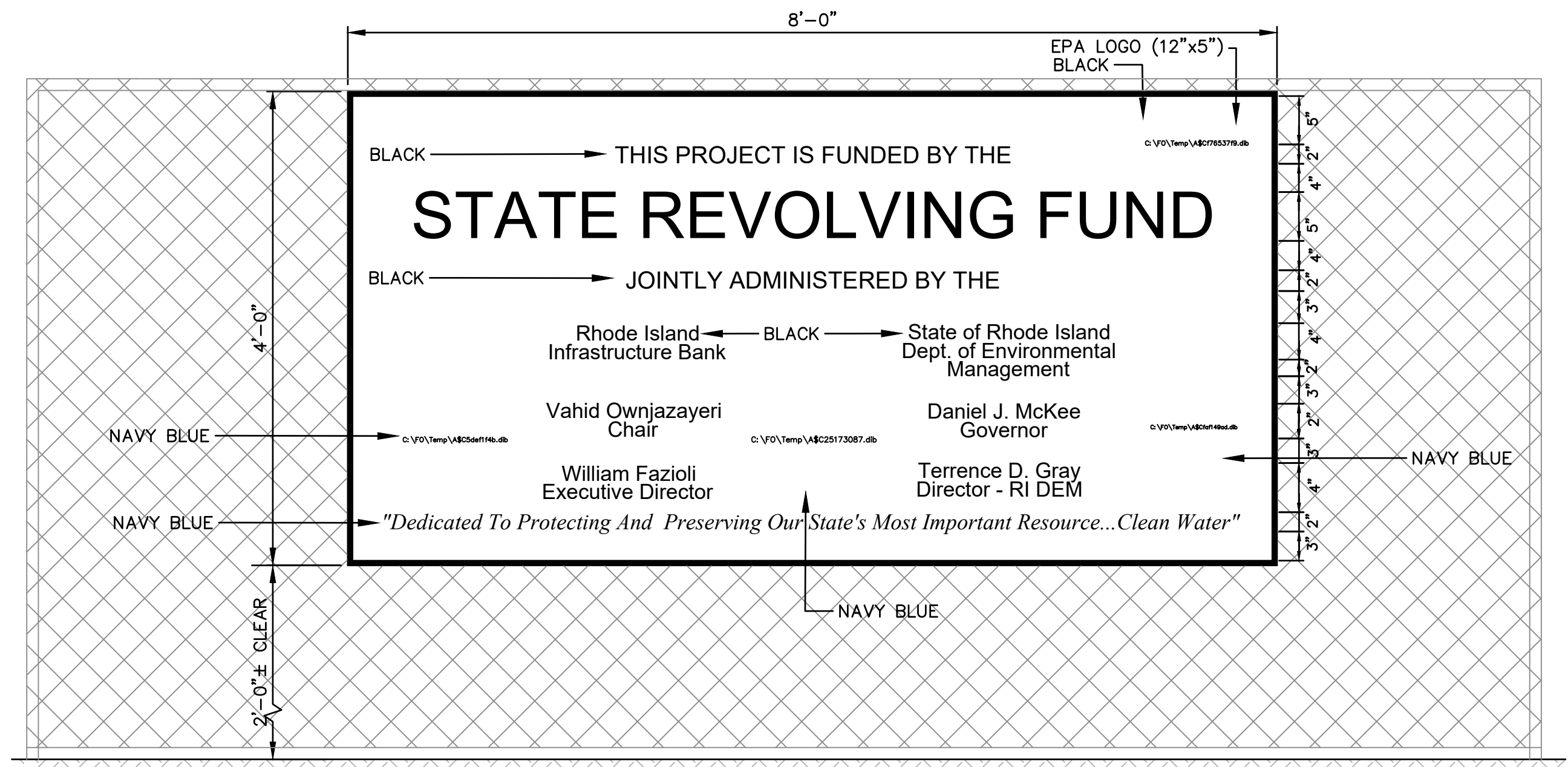


**RAISED CURBED PLANTER - STREET TREE PLANTING**  
NOT TO SCALE



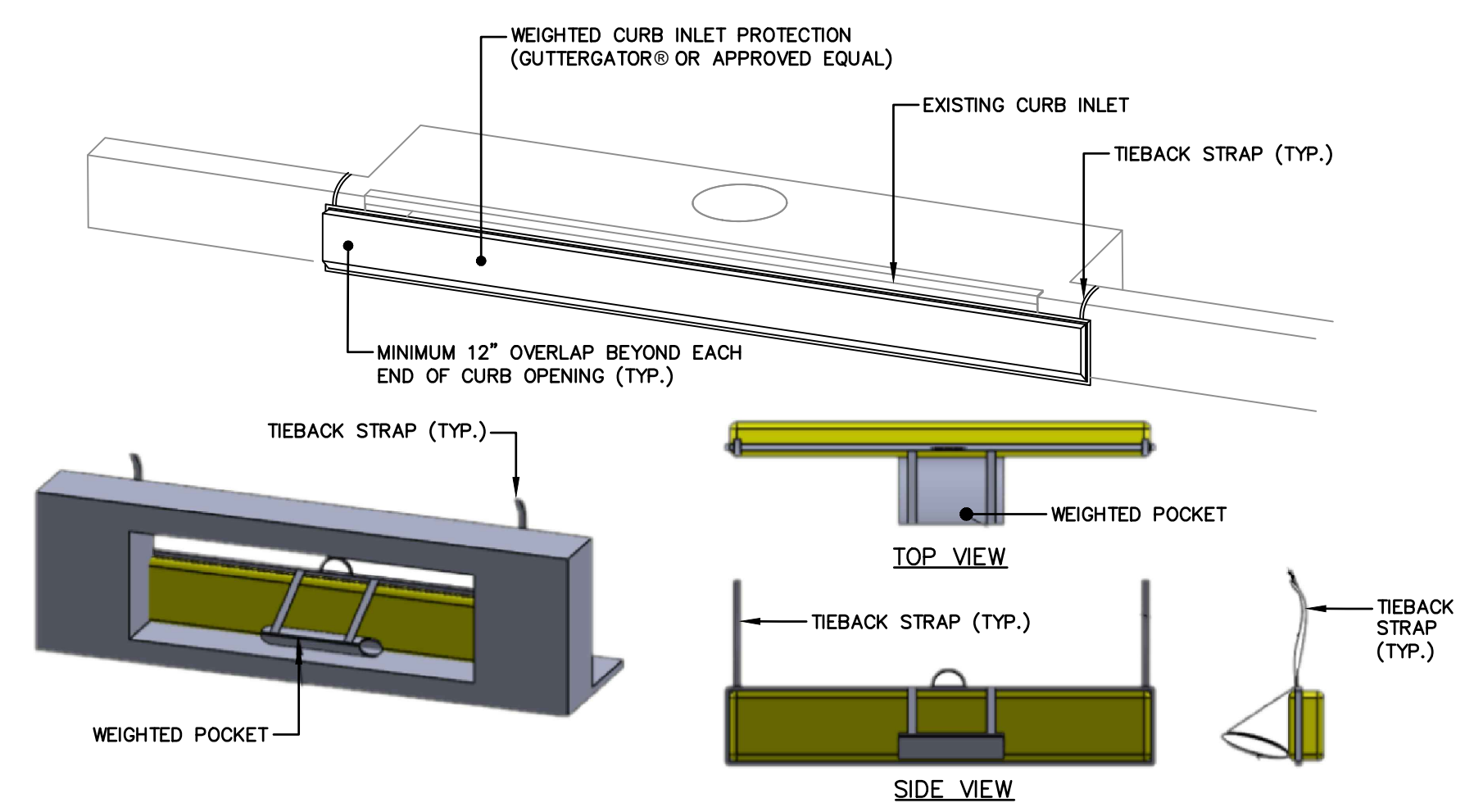
**CATCH BASIN INLET PROTECTION**  
NOT TO SCALE

- INLET PROTECTION NOTES:**
1. CONTRACTOR SHALL MEASURE CATCH BASIN DIMENSIONS AND PROVIDE APPROPRIATELY-SIZED DEVICES PER MANUFACTURER'S REQUIREMENTS.
  2. INSTALL INLET PROTECTION IN CATCH BASIN BEFORE COMMENCING ANY ROADWORK.
  3. GRATE TO BE PLACED OVER INLET PROTECTION.
  4. INLET PROTECTION SHALL BE INSPECTED PERIODICALLY AND AFTER ALL STORM EVENTS. CLEANING OR REPLACEMENT SHALL BE PERFORMED PROMPTLY AS NEEDED. MAINTAIN UNTIL DISTURBED AREAS HAVE BEEN PERMANENTLY STABILIZED WITH TOPSOIL AND GRASS.



- PROJECT SIGN NOTE:**
1. SIGN TO BE EXTENSION TYPE HIGH DENSITY OVERLAID PLYWOOD OR OTHER APPROVED MATERIAL SUITABLE FOR SIGNS.
  2. SIGN SHALL BE INSTALLED ON EXISTING CHAIN LINK FENCE WITHIN PROJECT LIMITS. LOCATION OF SIGN TO BE CONFIRMED WITH CITY OF PAWTUCKET PRIOR TO CONSTRUCTION.

**PROJECT SIGN**  
NOT TO SCALE



**CURB INLET PROTECTION**  
NOT TO SCALE

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LAYER STATE:

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

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	VERT.:
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	VERT.:
	GRAPHIC SCALE

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PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
PAWTUCKET & CENTRAL FALLS      RHODE ISLAND

PROJ. No.: 200150951.C30  
DATE: FEBRUARY 2025  
**CD-505**

# Appendix I

## Soil Boring Logs, Pavement Cores, and Existing Water Utilities

**SOIL BORING LOGS  
(REFER TO EXISTING CONDITIONS  
PLANS FOR SOIL BORING LOCATIONS)**

# ENVIRONMENTAL BOREHOLE B-02

<b>PROJECT NUMBER:</b> 20150951.C10	<b>DRILLING COMPANY:</b> Geologic	<b>COORDINATES:</b> NA, NA
<b>PROJECT NAME:</b> Pine Street and Barton Street	<b>DRILLER:</b> Taylor	<b>DATUM:</b> NA
<b>ADDRESS:</b> Pine Street and Barton Street, Pawtucket, Rhode Island	<b>DRILLING METHOD:</b> Direct Push	<b>SURFACE ELEVATION:</b> NA
<b>START DATE:</b> 3/4/2022	<b>BORING DIAMETER:</b> 3.25 inches	<b>LOGGED BY:</b> E Koncewicz
<b>END DATE:</b> 3/4/2022 10:30:00 AM	<b>TOTAL DEPTH:</b> 20 feet	<b>CHECKED BY:</b> E Koncewicz

**COMMENTS:** Field Instrument: PID **BACKFILL:** Sand and Native Material (0-20 feet)

Depth (ft)	% Recovery	Samples	Graphic Log	Material Description	PID	Elevation (ft)
			▲ ▲ ▲ ▲	CR CONCRETE, sidewalk.		
			•••••	SW SAND, M-C; some gravel; trace silt; 5YR 3/2, dry. No odor.	0	1
			•••••	SP SAND, F-M; little silt; 7.5YR 5/6, dry. No odor.		2
2			•••••	SW SAND, F-C; trace gravel; trace silt; 10YR 7/4, dry. No odor.		3
				NR No recovery.		4
4						5
			•••••	SW SAND, F-C; trace silt; trace gravel; 10YR 5/2, dry. No odor.	0	6
6						7
						8
8						9
				NR No recovery.		10
10			•••••	SW SAND, F-C; trace silt; trace gravel; 10YR 5/2, dry. No odor.	0	11
			•••••	SW SAND, F-C; little silt; little gravel; 7.5YR 3/2, moist to wet at 11.5 feet. No odor.		12
12						13
				NR No recovery.		14
14						15
			•••••	SW SAND, F-C; little gravel; trace silt; 5YR 4/2, wet. No odor.	0	16
16						17
				ML Silt; little F sand; 5YR 5/1, wet. No odor.		18
18						19
				NR No recovery.		20
20				End of Boring Depth at 20 feet.		21

**ENVIRONMENTAL BOREHOLE B-04**

<b>PROJECT NUMBER:</b> 20150951.C10	<b>DRILLING COMPANY:</b> Geologic	<b>COORDINATES:</b> NA, NA
<b>PROJECT NAME:</b> Pine Street and Barton Street	<b>DRILLER:</b> Taylor	<b>DATUM:</b> NA
<b>ADDRESS:</b> Pine Street and Barton Street, Pawtucket, Rhode Island	<b>DRILLING METHOD:</b> Direct Push	<b>SURFACE ELEVATION:</b> NA
<b>START DATE:</b> 3/4/2022	<b>BORING DIAMETER:</b> 3.25 inches	<b>LOGGED BY:</b> E Koncewicz
<b>END DATE:</b> 3/4/2022 11:45:00 AM	<b>TOTAL DEPTH:</b> 20 feet	<b>CHECKED BY:</b> E Koncewicz

<b>COMMENTS:</b> Field Instrument: PID	<b>BACKFILL:</b> Sand and Native Material (0-20 feet)
--	---

Depth (ft)	% Recovery	Samples	Graphic Log	Material Description	PID	Elevation (ft)
			▣	AS ASPHALT.	0	0
			▣	SW SAND, F-C; trace gravel; 7.5YR 2.5/2, dry. No odor.	0.1	1
2			▣	SW SAND, F-C; trace silt; 10YR 6/3, dry. No odor.	0.1	2
				NR No recovery.		3
4						4
			▣	SW SAND, F-C; trace silt; 10YR 6/3, dry. No odor.		5
6			▣	SW SAND, F-C; little silt; 10YR 7/2, dry. No odor.	0	6
			▣			7
8			▣			8
				NR No recovery.		9
10			▣	SW SAND, F-C; little silt; 10YR 7/2, dry. No odor.		10
			▣	SW SAND, F-C; little silt; trace gravel; 10YR 7/2, dry to wet at 3.0 feet. No odor.	0	11
12			▣			12
			▣	NR No recovery.		13
14						14
			▣	SW SAND, F-C, 10YR 4/3, wet. No odor.	0	15
16			▣			16
			▣	SW SAND, F-C; little silt; 10YR 5/4, wet. No odor.		17
18			▣			18
				NR No recovery.		19
20				End of Boring Depth at 20 feet.		20
						21

**Proportions Used** Trace 0-10% / Little 10-20% / Some 20-35% / And 35-50%

## ENVIRONMENTAL BOREHOLE B-05

<b>PROJECT NUMBER:</b> 20150951.C10	<b>DRILLING COMPANY:</b> Geologic	<b>COORDINATES:</b> NA, NA
<b>PROJECT NAME:</b> Pine Street and Barton Street	<b>DRILLER:</b> Taylor	<b>DATUM:</b> NA
<b>ADDRESS:</b> Pine Street and Barton Street, Pawtucket, Rhode Island	<b>DRILLING METHOD:</b> Direct Push	<b>SURFACE ELEVATION:</b> NA
<b>START DATE:</b> 3/4/2022	<b>BORING DIAMETER:</b> 3.25 inches	<b>LOGGED BY:</b> E Koncewicz
<b>END DATE:</b> 3/4/2022 12:30:00 PM	<b>TOTAL DEPTH:</b> 20 feet	<b>CHECKED BY:</b> E Koncewicz

<b>COMMENTS:</b> Field Instrument: PID	<b>BACKFILL:</b> Sand and Native Material (0-20 feet)
--	---

Depth (ft)	% Recovery	Samples	Graphic Log	Material Description	PID	Elevation (ft)
			▲ ▲ ▲ ▲	CR CONCRETE, sidewalk.	0.1	1
2			● ● ● ●	SW SAND, F-C; trace gravel; trace silt; 7.5YR 5/4, dry. No odor.	0.1	2
4				NR No recovery.		3
6			● ● ● ●	SW SAND, F-C; trace gravel; trace silt; 7.5YR 5/4, dry. No odor.	0.1	5
8			● ● ● ●	SP SAND, F-C; little silt; 10YR 8/3, dry. No odor.	0.1	7
8			● ● ● ●	SW SAND, F-C; little gravel; trace silt; 10YR 5/4, dry. No odor.	0	8
10				NR No recovery.		9
10			● ● ● ●	SW SAND, F-C; little gravel; little silt; 10YR 7/3, dry. No odor.	0	10
12			● ● ● ●			11
12			● ● ● ●			12
14				NR No recovery.		13
14			● ● ● ●	SW SAND, F-C; trace gravel; trace silt; 10YR 8/2, dry. No odor.	0	14
16			● ● ● ●	SP SAND, F-C; trace silt; 10YR 7/1, dry. No odor.	0	15
16			● ● ● ●			16
18			● ● ● ●	SP SAND, M-F; little silt; 10YR 6/2, wet. No odor.	0	17
18			▽	NR No recovery.		18
18			● ● ● ●			19
20				End of Boring Depth at 20 feet.		20
						21

Proportions Used Trace 0-10% / Little 10-20% / Some 20-35% / And 35-50%





<b>PROJECT NUMBER:</b> 20150951.C10	<b>DRILLING COMPANY:</b> Geologic	<b>COORDINATES:</b> NA, NA
<b>PROJECT NAME:</b> Pine Street and Barton Street	<b>DRILLER:</b> Taylor	<b>COORD SYS:</b> NA
<b>ADDRESS:</b> Pine Street and Barton Street, Pawtucket, Rhode Island	<b>DRILLING METHOD:</b> Direct Push	<b>SURFACE ELEVATION:</b> NA
<b>START DATE:</b> 3/4/2022	<b>BORING DIAMETER:</b> 3.25 inches	<b>WELL TOC:</b> 0
<b>END DATE:</b> 3/4/2022 10:00:00 AM	<b>TOTAL DEPTH:</b> 20 feet	<b>LOGGED BY:</b> E Koncewicz
	<b>CASING DIAMETER:</b> 2 inches	<b>CHECKED BY:</b> E Koncewicz

<b>COMPLETION:</b> 4 inch Curb Box feet.	<b>CASING:</b> PVC	<b>SCREEN:</b> Slotted 0.1
--	--------------------	----------------------------

**COMMENTS:** Field Instrument: PID

Depth (ft)	% Recovery	Samples	Water	Well Diagram	Graphic Log	Material Description	PID	Elevation (ft)
0						CR CONCRETE, sidewalk.	0	0
2				Concrete		FI SAND, M-C; little silt; little gravel; trace brick; 2.5YR 2.5/2, dry. No odor. (Fill).		2
4				#0 Sand		NR No recovery.		4
6						FI Sand, M-C and angular gravel; trace silt; trace bricks; 2.5YR 8/1, dry. No odor. (Fill).	0.1	6
8				Bentonite Chips		FI STONE/GRAVEL, angular; 2.5YR 8/1 light gray, dry. No odor. (Fill).	0	8
10						FI Sand, M-C and angular gravel; trace silt; trace bricks; 2.5YR 8/1, dry. No odor. (Fill).	0.1	10
12						NR No recovery.		12
14				#0 Sand		FI Sand, F-C and angular gravel; little silt; trace brick; 5YR 4/1, dry. No odor. (Fill).		14
16						SW Sand, F-C and angular gravel; little silt; 5YR 4/1, dry. No odor. (Fill).		16
18						GW Gravel, angular and C sand; trace silt; 5YR 3/2, wet. No odor.	0	18
20						NR No recovery.		20
22						End of Boring Depth at 20 feet. No refusal. Development Method: Peristaltic pump on 03/10/2022		22
24								24
26								26
28								28
30								30

Proportions Used Trace 0-10% / Little 10-20% / Some 20-35% / And 35-50%



<b>PROJECT NUMBER:</b> 20150951.C10	<b>DRILLING COMPANY:</b> Geologic	<b>COORDINATES:</b> NA, NA
<b>PROJECT NAME:</b> Pine Street and Barton Street	<b>DRILLER:</b> Taylor	<b>COORD SYS:</b> NA
<b>ADDRESS:</b> Pine Street and Barton Street, Pawtucket, Rhode Island	<b>DRILLING METHOD:</b> Direct Push	<b>SURFACE ELEVATION:</b> NA
<b>START DATE:</b> 3/4/2022	<b>BORING DIAMETER:</b> 3.25 inches	<b>WELL TOC:</b> 0
<b>END DATE:</b> 3/4/2022 11:00:00 AM	<b>TOTAL DEPTH:</b> 20 feet	<b>LOGGED BY:</b> E Koncewicz
	<b>CASING DIAMETER:</b> 2 inches	<b>CHECKED BY:</b> E Koncewicz

<b>COMPLETION:</b> 4 inch Curb Box feet.	<b>CASING:</b> PVC	<b>SCREEN:</b> Slotted 0.1
--	--------------------	----------------------------

**COMMENTS:** Field Instrument: PID

Depth (ft)	% Recovery	Samples	Water	Well Diagram	Graphic Log	Material Description	PID	Elevation (ft)
2				Concrete	AS ASPHALT.	SW SAND, F-C; little gravel; trace silt; 10YR 6/6, dry. No odor.	0.1	2
4				#0 Sand	NR No recovery.	SW SAND, F-C; little gravel; trace silt; 10YR 6/6, dry. No odor.	0	4
6				Bentonite Chips	NR No recovery.	SW SAND, F-M; trace silt; trace gravel; 5YR 5/8, moist. No odor.		6
8					NR No recovery.			8
10					SW SAND, F-C; trace silt; trace gravel; 5YR 5/2, wet. No odor.		0	10
12					NR No recovery.			12
14				#0 Sand	NR No recovery.			14
16					SW SAND, F-C; trace silt; trace gravel; 5YR 5/2, wet. No odor.		0	16
18					SW SAND, F-C; little silt; trace gravel; 5YR 3/1, wet. No odor.			18
20					End of Boring Depth at 20 feet. No refusal. Development Method: Peristaltic pump on 03/10/2022			20
22								22
24								24
26								26
28								28
30								30

Proportions Used Trace 0-10% / Little 10-20% / Some 20-35% / And 35-50%



<b>PROJECT NUMBER:</b> 20150951.C10	<b>DRILLING COMPANY:</b> Geologic	<b>COORDINATES:</b> NA, NA
<b>PROJECT NAME:</b> Pine Street and Barton Street	<b>DRILLER:</b> Taylor	<b>COORD SYS:</b> NA
<b>ADDRESS:</b> Pine Street and Barton Street, Pawtucket, Rhode Island	<b>DRILLING METHOD:</b> Direct Push	<b>SURFACE ELEVATION:</b> NA
<b>START DATE:</b> 3/4/2022	<b>BORING DIAMETER:</b> 3.25 inches	<b>WELL TOC:</b> 0
<b>END DATE:</b> 3/4/2022 1:15:00 PM	<b>TOTAL DEPTH:</b> 30 feet	<b>LOGGED BY:</b> E Koncewicz
	<b>CASING DIAMETER:</b> 2 inches	<b>CHECKED BY:</b> E Koncewicz

<b>COMPLETION:</b> 4 inch Curb Box feet.	<b>CASING:</b> PVC	<b>SCREEN:</b> Slotted 0.1
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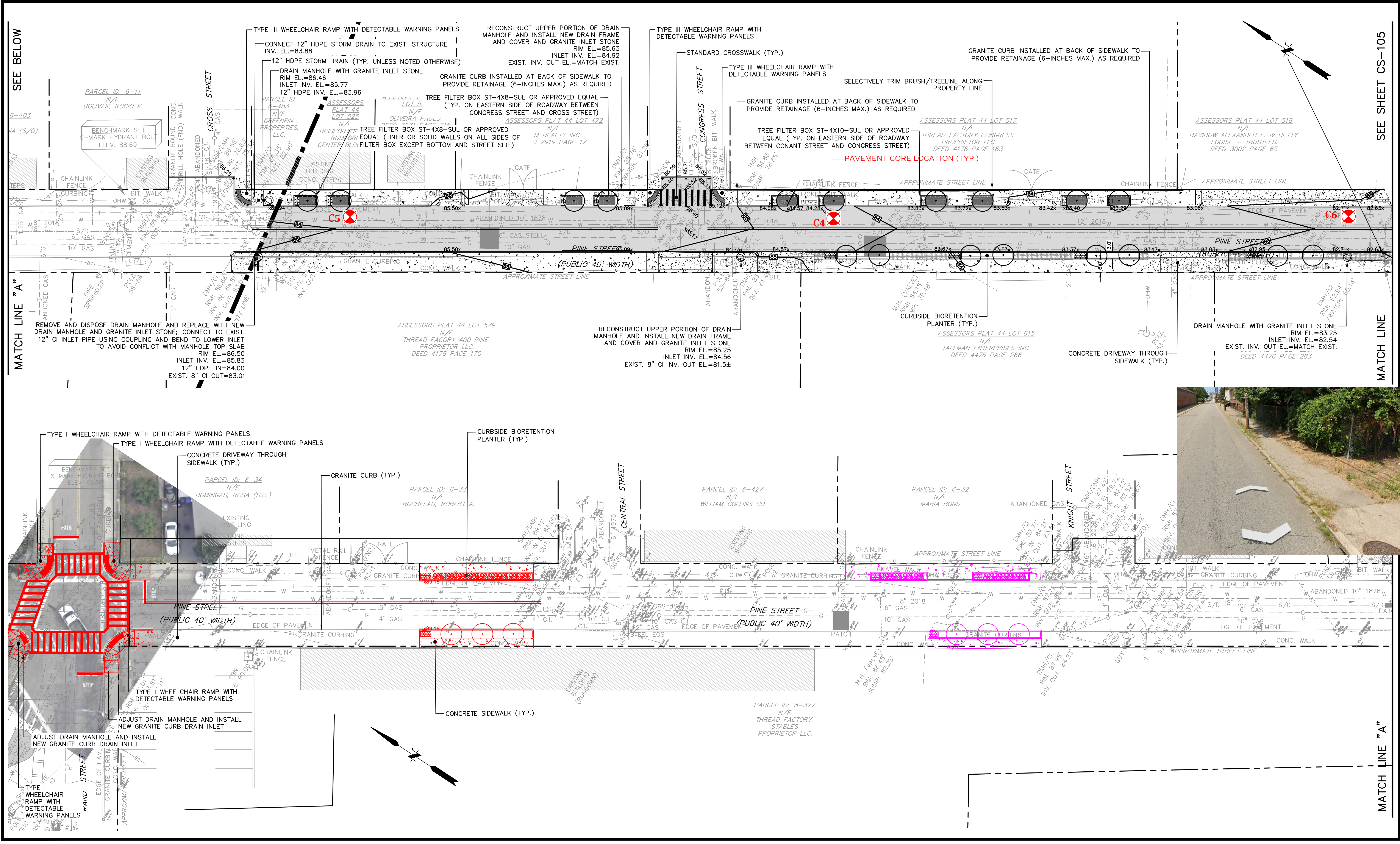
**COMMENTS:** Field Instrument: PID

Depth (ft)	% Recovery	Samples	Water	Well Diagram	Graphic Log	Material Description	PID	Elevation (ft)
0					AS ASPHALT.		0	0
2				Concrete	FI SAND, F-C; some angular gravel; trace brick; trace silt; 7.5YR 3/2, dry. No odor. (Fill).		0.1	2
4					SW SAND, F-C; trace gravel; little silt; 7.5YR 4/4, dry. No odor.			4
6					NR No recovery.			
6					SW SAND, F-C; trace gravel; little silt; 7.5YR 4/4, dry. No odor.		0	6
8					SW SAND, F-C; trace gravel; trace silt; 10YR 8/2, dry. No odor.			8
8				#0 Sand	NR No recovery.			
10					SW SAND, F-C; trace gravel; trace silt; 10YR 8/2, dry. No odor.		0	10
12					SP SAND, F-M; trace silt; 10YR 7/3, dry. No odor.		0	12
14					NR No recovery.			14
16					SP SAND, F-C; trace silt; 10YR 7/4, dry. No odor.		0	16
18				Bentonite Chips	SP SAND, M-F; little silt; 10YR 6/4, dry. No odor.		0	18
18					SP SAND, F-M; trace silt; 10YR 7/2, dry. No odor.		0	18
20					NR No recovery.			20
20					SP SAND, F-M; trace silt; 10YR 7/2, dry. No odor.		0	20
22					SW SAND, F-C; trace gravel; trace silt; 10YR 4/2, dry. No odor.			22
24					SP SAND, F-C; little silt; 10YR 7/2, moist. No odor.		0	24
24				#0 Sand	SP SAND, F-C; trace silt; 10YR 5/3, wet. No odor.			24
26					NR No recovery.			26
26					NR No recovery.			26
28								28
30					End of Boring Depth at 30 feet. No refusal. Development Method: Peristaltic pump on 03/10/2022			30

Proportions Used Trace 0-10% / Little 10-20% / Some 20-35% / And 35-50%

## **PAVEMENT CORE INFORMATION**

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 LAYER STATE: PC3: NONE STRICTB: FO:STB



No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL	SEAL	
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SCALE:  
 HORZ.: 1"=20'  
 VERT.:  

DATUM:  
 HORZ.: NAD83  
 VERT.: NAVD88

GRAPHIC SCALE  
 0 10 20

**FUSS & O'NEILL**  
 317 IRON HORSE WAY, SUITE 204  
 PROVIDENCE, RI 02908  
 401.861.3070  
 www.fando.com

CITY OF PAWTUCKET  
 SITE LAYOUT PLAN NO. 2  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
 PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS      RHODE ISLAND

PROJ. No.: 200150951.C10  
 DATE: JULY 2022

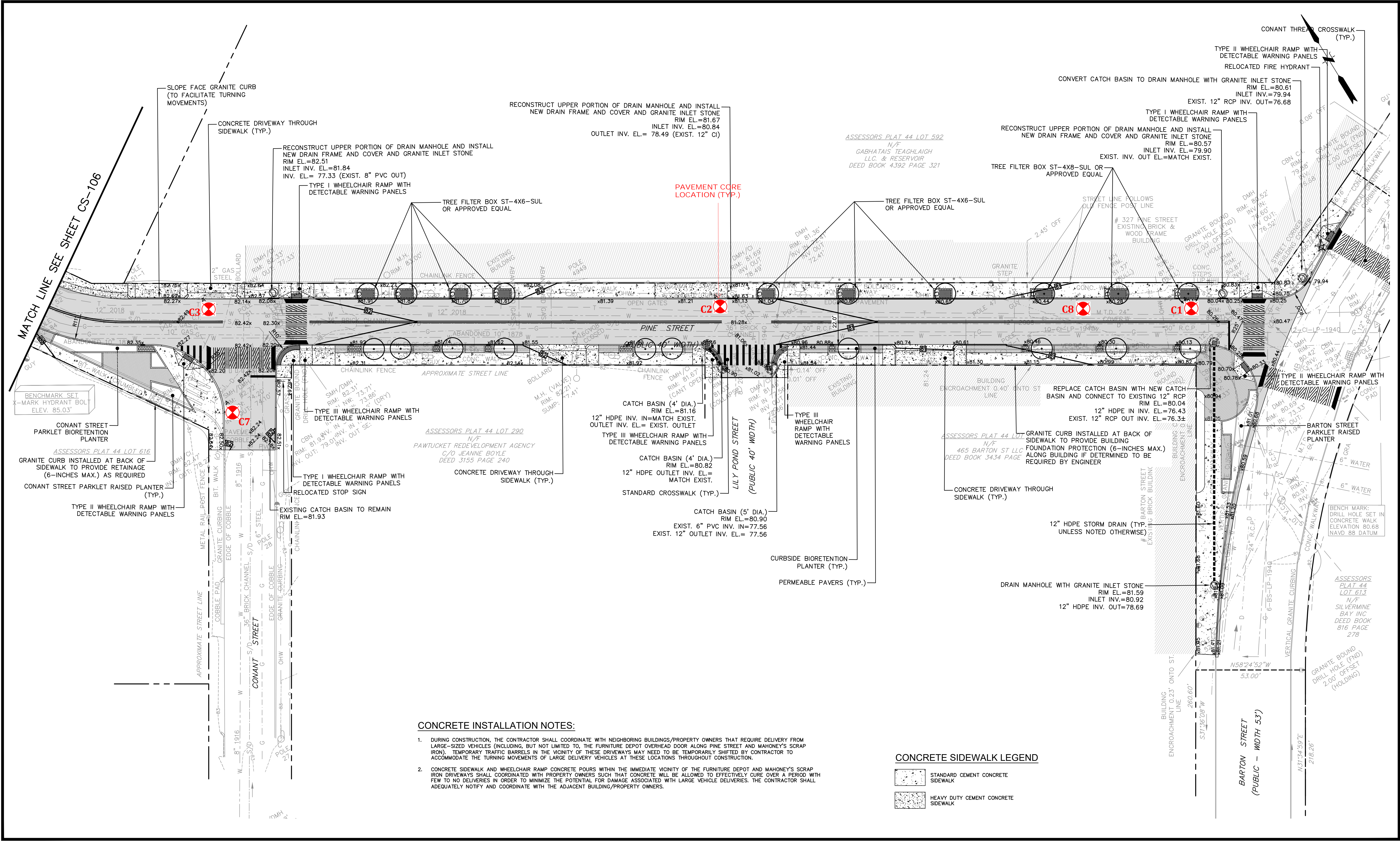
**CS-106**



SEE BELOW  
 MATCH LINE "A"

SEE SHEET CS-105  
 MATCH LINE

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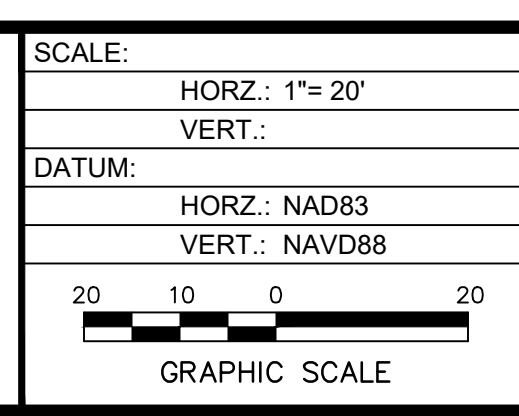


No.	DATE	DESCRIPTION	DESIGNER	REVIEWER

SEAL

SEAL

SCALE:  
 HORZ.: 1"= 20'  
 VERT.:  
 DATUM:  
 HORZ.: NAD83  
 VERT.: NAVD88  
 GRAPHIC SCALE



**FUSS & O'NEILL**  
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 PROVIDENCE, RI 02908  
 401.861.3070  
 www.fando.com

CITY OF PAWTUCKET  
 SITE LAYOUT PLAN NO. 1  
 PINE STREET NORTH GREEN INFRASTRUCTURE & PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C10  
 DATE: JULY 2022  
**CS-105**

## CORE SAMPLE IDENTIFICATION FORM

### PINE STREET TOD NORTH-BARTON ST TO CITY LINE

#### Core Sample Identification

Project Name: Project Number: PINE STREET TOD NORTH  Control Number: Reference Posts:	Date Cored: Requested By:  Core Diameter: Approx. 12" x 12" Sampled By: Michael Wilcox, City of Pawtucket
--	--

Core Field #	Core Location Baseline (+/-)	Distance In Ft Rt Or Lt Of Roadway CL	Depth Of Inches & Type Of Material	Subgrade Type	Curb Reveal	Remarks <i>Examples: Depth of Breaks, Depth and severity of Stripping, ect.</i>
1			6" Bit.	Gravel	5.5"	
2			5" Bit.	Concrete		Encountered Concrete Electric Vault
3			7" Bit.	Gravel	2"	Near Driveway Opening
4			4.5" Bit	Concrete	2.5"	Encountered Concrete Electric Vault
5			5" Bit.	Gravel		
6			5" Bit.	Concrete	3.5"	Encountered Concrete Electric Vault
7			3" Bit	Cobble	2.5"	Encountered Cobble Stone in Road Base
8			4.5" Bit	Gravel	5"	

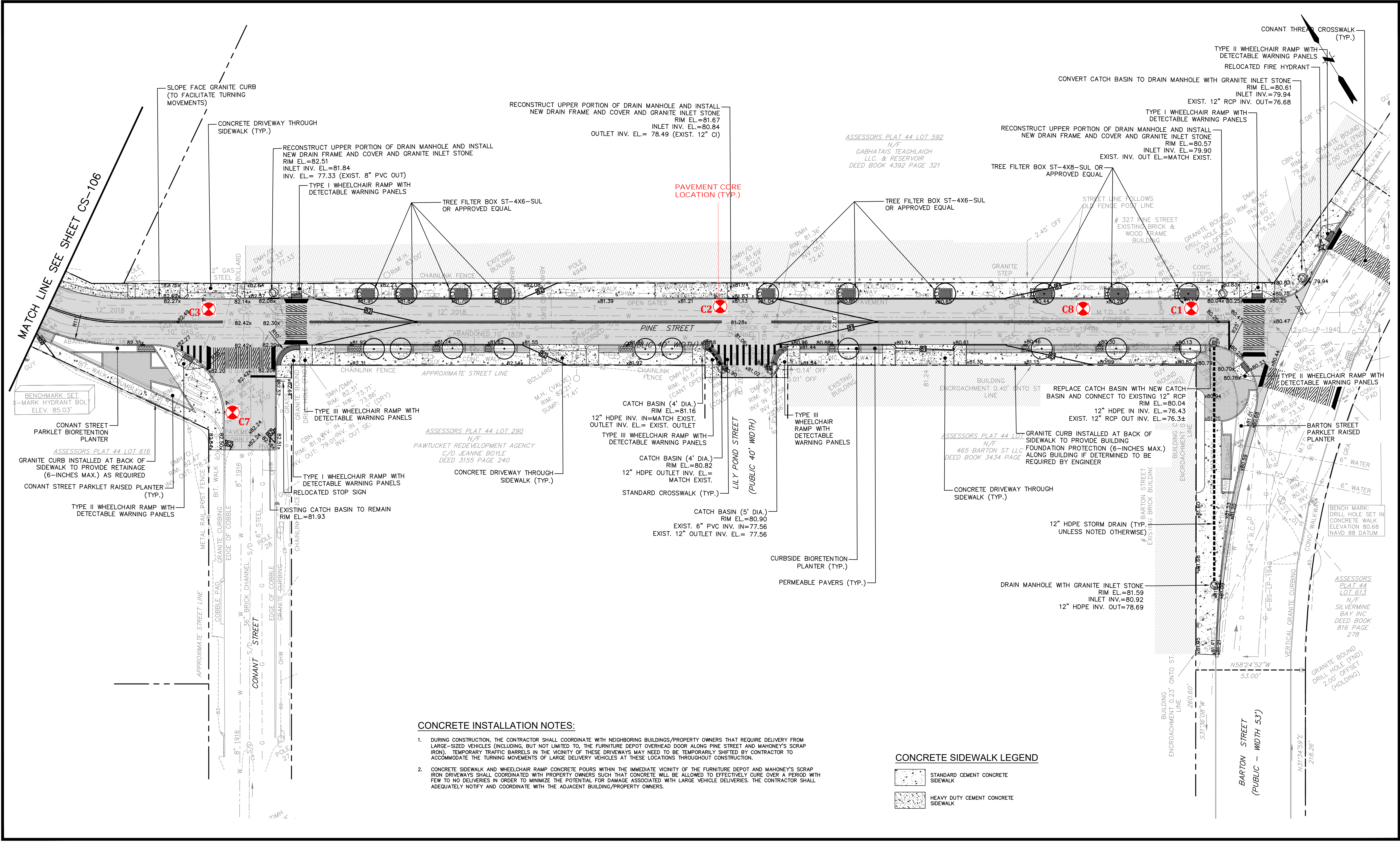
**Field Inspection Notes:** *Example: Pavement Condition Observations, Differing Core Diameters, ect.*

**Designer Notes:** *Example: FWD Notes, Changes in Strategy, Special Provisions Requests, ect.*




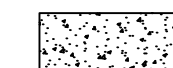
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 LAYER STATE: PC3: NONE STB/CTB: FO STB




**CONCRETE INSTALLATION NOTES:**

- DURING CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH NEIGHBORING BUILDINGS/PROPERTY OWNERS THAT REQUIRE DELIVERY FROM LARGE-SIZED VEHICLES (INCLUDING, BUT NOT LIMITED TO, THE FURNITURE DEPOT OVERHEAD DOOR ALONG PINE STREET AND MAHONEY'S SCRAP IRON). TEMPORARY TRAFFIC BARRELS IN THE VICINITY OF THESE DRIVEWAYS MAY NEED TO BE TEMPORARILY SHIFTED BY CONTRACTOR TO ACCOMMODATE THE TURNING MOVEMENTS OF LARGE DELIVERY VEHICLES AT THESE LOCATIONS THROUGHOUT CONSTRUCTION.
- CONCRETE SIDEWALK AND WHEELCHAIR RAMP CONCRETE POURS WITHIN THE IMMEDIATE VICINITY OF THE FURNITURE DEPOT AND MAHONEY'S SCRAP IRON DRIVEWAYS SHALL COORDINATED WITH PROPERTY OWNERS SUCH THAT CONCRETE WILL BE ALLOWED TO EFFECTIVELY CURE OVER A PERIOD WITH FEW TO NO DELIVERIES IN ORDER TO MINIMIZE THE POTENTIAL FOR DAMAGE ASSOCIATED WITH LARGE VEHICLE DELIVERIES. THE CONTRACTOR SHALL ADEQUATELY NOTIFY AND COORDINATE WITH THE ADJACENT BUILDING/PROPERTY OWNERS.

**CONCRETE SIDEWALK LEGEND**

-  STANDARD CEMENT CONCRETE SIDEWALK
-  HEAVY DUTY CEMENT CONCRETE SIDEWALK

SEAL	SEAL
------	------

SCALE:	HORIZ.: 1"= 20'
	VERT.:
DATUM:	HORIZ.: NAD83
	VERT.: NAVD88
	
GRAPHIC SCALE	



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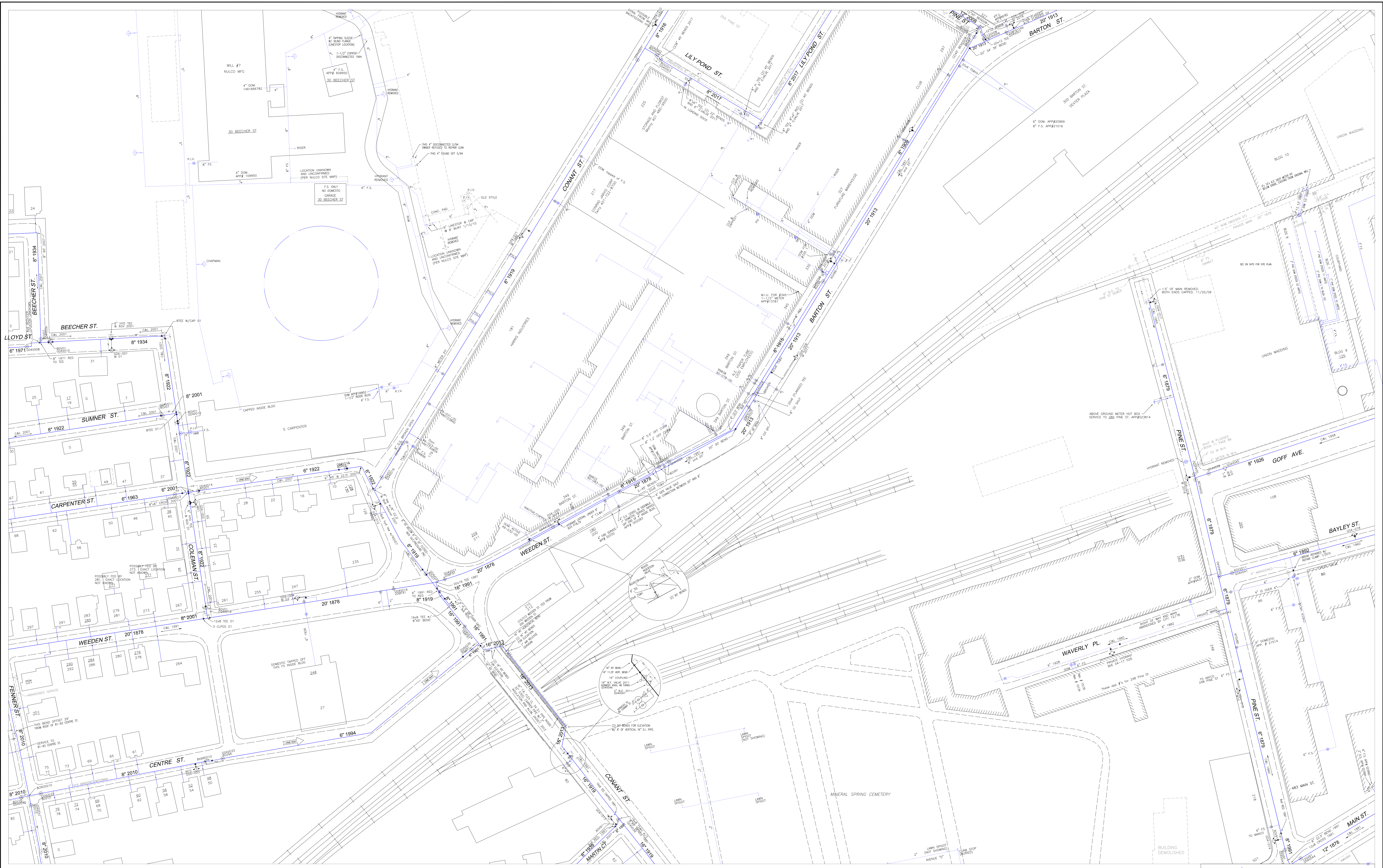
CITY OF PAWTUCKET  
 SITE LAYOUT PLAN NO. 1  
 PINE STREET NORTH GREEN INFRASTRUCTURE &  
 PEDESTRIAN IMPROVEMENTS  
 PAWTUCKET & CENTRAL FALLS RHODE ISLAND

PROJ. No.: 200150951.C10  
 DATE: JULY 2022  
**CS-105**

No.	DATE	DESCRIPTION	DESIGNER	REVIEWER



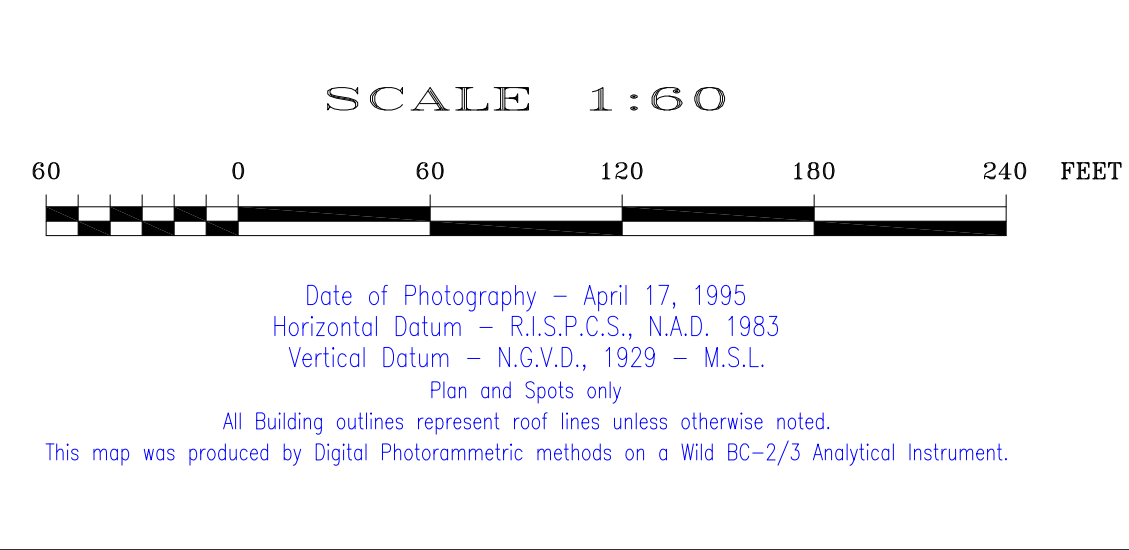
## **EXISTING WATER UTILITY INFORMATION**



PAVED ROAD	BUILDINGS W/ ADDRESS	TOWN/CITY BOUNDARY LINE	WATER SERVICE WITH CURB STOP
DIRT ROAD	ABANDONED BUILDINGS/RUINS	STATE BOUNDARY LINE	HYDRANT W/ VALVE
PAPER ROAD	TANKS	PLAT/Lot NUMBER	HYDRANT # NUMBER
RAILROAD	WATERMAIN YEAR	3 / 170	GATE VALVE
BRIDGE	POND/STREAM, ETC. EDGE	1999	BUTTERFLY VALVE
HEADWALL	SPOT ELEVATION	WATERMAIN DIAMETER	HORIZ. GATE VALVE
RECREATION PARKS	GPS POINT	WATER MAIN	BLOW OFF / AIR RELEASE
SPORTS FIELDS		ABANDONED MAIN	REDUCER
		PRIVATE MAIN	COUPLING

**SHEET INDEX**

H3	H4	H5
G3	G4	G5
F3	F4	F5



**VALVE NOTATION**

**MINERAL SPRING CEMETERY**

**BUILDING DEMOLISHED**

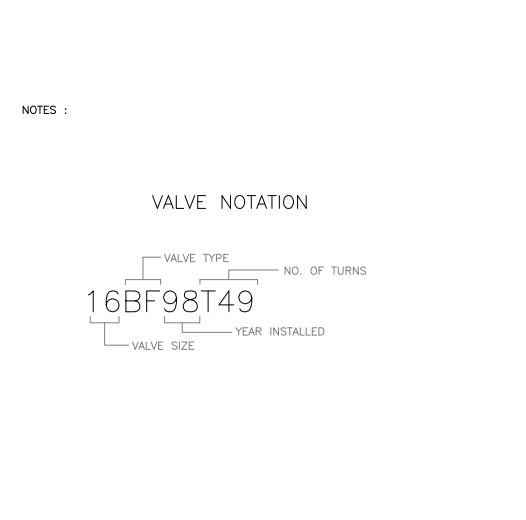
**Pawtucket WATER SUPPLY BOARD**

**Water Distribution System**  
G. I. S.

WATERMANS ENTERED BY: D. H.	FLY OVER DATE: JANUARY 4, 1996	SHEET NO. G 4
SCALE: 1" = 60'	CORRECT TO: APRIL 2018	

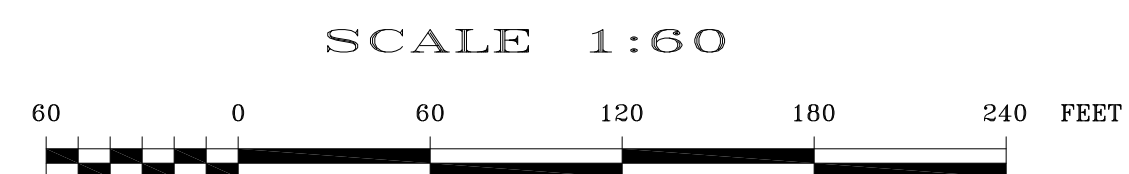


- PAVED ROAD
- DIRT ROAD
- PAPER ROAD
- RAILROAD
- BRIDGE
- BRIDGE BARRIER
- HEADWALL
- RECREATION PARKS
- SPORTS FIELDS
- BUILDINGS W/ ADDRESS
- ABANDONED BUILDINGS/RUINS
- TANKS
- POND/STREAM, ETC. EDGE
- SPOT ELEVATION
- GPS POINT
- TOWN/CITY BOUNDARY LINE
- STATE BOUNDARY LINE
- PLAT/Lot NUMBER
- WATERMAIN YEAR
- WATERMAIN DIAMETER
- WATER MAIN
- ABANDONED MAIN
- PRIVATE MAIN
- WATER SERVICE WITH CURB STOP
- HYDRANT W/ VALVE
- HYDRANT ID NUMBER
- GATE VALVE
- BUTTERFLY VALVE
- HORIZ. GATE VALVE
- BLOW OFF / AIR RELEASE
- REDUCER
- CAPPED / PLUGGED MAIN
- COUPLING

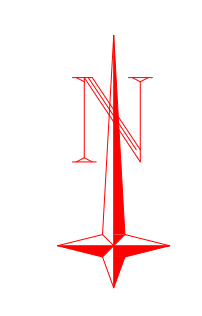


**SHEET INDEX**

13	14	15
H3	H4	H5
G3	G4	G5



Date of Photography - April 17, 1995  
 Horizontal Datum - 83 S.P.C.S., N.A.D. 1983  
 Vertical Datum - N.G.V.D., 1929 - M.S.L.  
 Plan and Spot only  
 All Building outlines represent roof lines unless otherwise noted.  
 This map was produced by Digital Photogrammetric methods on a Wild RC-2/3 Analytical Instrument.



**Water Distribution System**  
G. I. S.

WATERMANS ENTERED BY: D. H.	FLY OVER DATE: JANUARY 4, 1996	SHEET NO. H 4
SCALE: 1" = 60'	CORRECT TO: APRIL 2018	

**Appendix J**

**SRF Contract Documents**



**Rhode Island Department of Environmental Management**  
Office of Water Resources

**Clean Water State Revolving Fund Program**  
**Contract Specifications Package**

**A. Federal**

- 1) Equal Employment Opportunity and Affirmative Action (Executive Order 11246)
  - i) OFCCP fact sheet.
  - ii) Equal Opportunity Clause and the Standard Federal Equal Employment Specifications.
  - iii) Notice of Non-Discrimination in Employment.
- 2) Non-discrimination in employment notice.
- 3) Assurance of compliance with Title VI of the Civil Rights Act of 1964 and Section 13 of the FWPCA Amendments of 1972 (EPA form 4700-1).
- 4) Affirmative steps for soliciting MBE/WBE (40 CFR 31.36(e))
- 5) Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202)

Applicable cross-cutting Federal authorities for projects funded through SRF programs are made available at [http://water.epa.gov/grants\\_funding/dwsrf/xcuts.cfm](http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm). Additional information is provided in the United States Environmental Protection Agency's cross-cutting handbook available at <http://www.epa.gov/owm/cwfinance/cwsrf/enhance/DocFiles/Other%20Docs/CrosscutterHandbook.pdf>.

**B. State of Rhode Island**

- 1) RIGL 37-2.1, Domestic Steel
- 2) RIGL 37-12, Contractors Bonds
- 3) RIGL 37-12.1, Substitution of Security for Retained Earnings of Architects and Engineers.
- 4) RIGL 37-13, Labor and Payment of Debts by Contractors
  - i) Prevailing Wage Rates
- 5) RIGL 37-14.1, Minority Business Enterprise
  - i) Regulations Governing Participation by Minority Business Enterprises in State Funded and Directed Public Construction Projects, Construction Contracts and Procurement Contracts Goods and Services.
- 6) RIGL 37-16, Public Works Arbitration
- 7) RIGL 45-55, Award of Municipal Contracts

**NOTE:** This package is prepared by RIDEM as a service of the CWSRF program. While every attempt at accuracy has been made, these are not certified true copies of the laws presented. **The responsibility for compliance with all applicable provisions of Federal and State laws and regulations relating to the bidding, award, and performance of contracts is the applicant's and the bidder's.** Certified true and complete copies of any Rhode Island laws and regulations may be obtained from the Office of the Secretary of State.

# **Employment Standards Administration Office of Federal Contract Compliance Programs**

## **Fact Sheet EXECUTIVE ORDER 11246**

EEO and Affirmative Action Guidelines for Federal Contractors Regarding Race, Color, Gender, Religion, and National Origin.

### **BASIC PROVISIONS**

Since 1965, the U.S. Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) has been committed to ensuring that Government contractors comply with the equal employment opportunity (EEO) and the affirmative action provisions of their contracts.

OFCCP administers and enforces Executive Order 11246, as amended, which prohibits federal contractors and federally-assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin.

The Executive Order also requires Government contractors to take affirmative action to insure that equal opportunity is provided in all aspects of their employment.

### **AFFIRMATIVE ACTION REQUIREMENTS**

Each Government contractor with 50 or more employees and \$50,000 or more in government contracts is required to develop a written affirmative action program (AAP) for each of its establishments.

A written affirmative action program helps the contractor identify and analyze potential problems in the participation and utilization of women and minorities in the contractor's workforce.

If there are problems, the contractor will specify in its AAP the specific procedures it will follow and the good faith efforts it will make to provide equal employment opportunity.

Expanded efforts in outreach, recruitment, training and other areas are some of the affirmative steps contractors can take to help members of the protected groups compete for jobs on equal footing with other applicants and employees.

Affirmative action is not preferential treatment. It does not mean that unqualified persons should be hired or promoted over other people. What affirmative action does mean is that positive steps must be taken to ensure equal employment opportunity for traditionally disadvantaged groups.

### **ENFORCEMENT AND COMPLIANCE**

#### **Compliance Reviews**

OFCCP conducts compliance reviews to investigate the employment practices of Government contractors. During a compliance review, a compliance officer examines the contractor's affirmative action program; checks personnel, payroll, and other employment records; interviews employees and company officials; and investigates virtually all aspects of employment in the company.

The investigator also checks to see whether the contractor is making special efforts to achieve equal opportunity through affirmative action. If problems are discovered, OFCCP will recommend corrective action and suggest ways to achieve equal employment opportunity.

### **Complaint Investigations**

Individuals may file complaints if they believe they have been discriminated against by federal contractors or subcontractors. Complaints also may be filed by organizations on behalf of the person or persons affected.

Complaints must be filed within 180 days from the date of the alleged discrimination, although filing time can be extended for a good reason.

If a complaint filed under Executive Order 11246 involves discrimination against only one person, OFCCP will normally refer it to the EEOC. Cases involving groups of people or indicating patterns of discrimination are generally investigated and resolved by OFCCP. Complaints may be filed directly with any of OFCCP's regional or district offices throughout the country, or with OFCCP in Washington, D.C.

### **Compliance Assistance**

To help contractors understand their contractual obligations for EEO and affirmative action, OFCCP provides technical assistance. District office staff offers guidance to contractors on how to develop an affirmative program through company seminars, training programs held in conjunction with industry liaison groups, and one-on-one consultations on affirmative action practices and procedures.

### **Enforcing Contract Compliance**

When a compliance review discloses problems, OFCCP attempts to work with the contractor, often entering into a conciliation agreement. A conciliation agreement may include back pay, job offers, seniority credit, promotions or other forms of relief for victims of discrimination. It may also involve new training programs, special recruitment efforts, or other affirmative action measures.

When conciliation efforts are unsuccessful, OFCCP refers the case to the Office of the Solicitor for enforcement through administrative enforcement proceedings. A contractor cited for violating EEO and affirmative action requirements may have a formal hearing before an administrative law judge.

If conciliation is not reached before or after the hearing, sanctions may be imposed. For example, a contractor could lose its government contracts or subcontracts or be debarred, i.e., declared ineligible for any future government contracts.

### **Further Information**

For more information about contract compliance, filing complaints, or compliance assistance, contact any of OFCCP's regional or district offices. All offices are listed in telephone directories under U.S. Department of Labor, Employment Standards Administration, Office of Federal Contract Compliance Programs.

# EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Executive Order 11246

(Excerpts from 41 CFR 60 Parts 1 and 4)

## 41 CFR 60-1.4 - Equal opportunity clause

(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following *equal opportunity clause*:

During the performance of this contract, 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations 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 he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 section 204 of Executive Order 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 the administering agency may direct as a means of enforcing



such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

#### **41 CFR 60-4.3 - Equal opportunity clauses**

(a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive order.

#### *Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)*

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to

achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

**NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS**

**NON-DISCRIMINATION IN EMPLOYMENT**

TO: \_\_\_\_\_  
(Name of Union or Organization of Workers)

The undersigned currently holds contract(s) with \_\_\_\_\_  
(Name of Applicant)

involving funds or credit of the U.S. Government of (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, age, handicap, veteran status, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

**HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,  
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR  
EMPLOYMENT TRAINING DURING EMPLOYMENT, RATES OF PAY  
OR OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING  
INCLUDING APPRENTICESHIP, LAYOFF, OR TERMINATION.**

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

**COPIES OF THIS NOTICE WILL BE POSTED BY THE UNDERSIGNED IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES OR APPLICANTS FOR EMPLOYMENT.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Contractor or Subcontractor)

\_\_\_\_\_

(Date)

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**ASSURANCE OF COMPLIANCE  
FOR  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
AND  
SECTION 13 OF THE FWPCA AMENDMENTS OF 1972**

NAME AND ADDRESS OF APPLICANT/RECIPIENT ( <i>Hereinafter called ASSUROR</i> )	GRANT IDENTIFICATION NUMBER ( <i>To be completed by EPA</i> )	GRANT AMOUNT REQUESTED \$
	TYPE OF GRANT <input type="checkbox"/> DEMONSTRATION <input type="checkbox"/> RESEARCH <input type="checkbox"/> TRAINING <input type="checkbox"/> OTHER ( <i>Specify</i> ):	
	CHECK ONE: <input type="checkbox"/> NEW <input type="checkbox"/> CONTINUATION	

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements of the U.S. Environmental Protection Agency (*hereinafter called "EPA"*) issued pursuant to that title, to the end that in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Assuror receives financial assistance from EPA and hereby gives assurance that it will now and hereafter take all necessary measures to effectuate this agreement.

HEREBY AGREES THAT IT will comply with all applicable requirements of Section 13 of the Federal Water Pollution Control Act Amendments of 1972 (P.L. 92-500) and all requirements of EPA issued pursuant to that section, to the end that in accordance with that section of that Act, no person in the United States shall, on the ground of sex be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity under the said Federal Water Pollution Control Act Amendments for which the Assuror receives assistance from EPA and hereby gives assurance that it will now and hereafter take all necessary measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of financial assistance extended to the Assuror by EPA, this Assurance obligates the Assuror, or, in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provisions of similar services or benefits. If any personal property is so provided, this Assurance obligates the Assuror for the period during which it retains ownership or possession of the property. In all other cases, this Assurance obligates the Assuror for the period during which the financial assistance is extended to it by EPA.

THE ASSURANCE is given in consideration of and for the purpose of obtained any and all Federal grants, loans, contracts, property discounts or other financial assistance extended after the date hereof to the Assuror by EPA including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Assuror recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States shall reserve the right to seek judicial enforcement of this Assurance. The Assurance is binding on the Assuror, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this Assurance on behalf of the Assuror.

The obligations assumed by the Assuror hereunder are in addition to any obligations which may be imposed to the Assuror by any applicable regulation now outstanding or which may hereafter be adopted by EPA to effectuate any provision or goal of the said Title VI and all applicable requirements of the said Section 13, and no part of this Assurance shall be read so as to in any way detract from or modify any obligation which may be imposed on the Assuror by any such regulation standing alone.

SIGNATURE OF ASSUROR BY PRESIDENT, CHAIRMAN OF BOARD OR COMPARABLE AUTHORIZED OFFICIAL	DATE
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# **CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE**

## **40 CFR 31.36(e)**

40 CFR 31.36(e) – Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

(1) The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.



## EXECUTIVE ORDER

### **PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS' LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS**

By the authority vested in me as President by the Constitution and laws of the United States of America, including the Federal Property and Administrative Services Act, 40 U.S.C. 471 et seq., and in order to (1) promote and ensure open competition on Federal and federally funded or assisted construction projects; (2) maintain Government neutrality towards Government contractors' labor relations on Federal and federally funded or assisted construction projects; (3) reduce construction costs to the Federal Government and to the taxpayers; (4) expand job opportunities, especially for small and disadvantaged businesses; and (5) prevent discrimination against Government contractors or their employees based upon labor affiliation or lack thereof; thereby promoting the economical, nondiscriminatory, and efficient administration and completion of Federal and federally funded or assisted construction projects, it is hereby ordered that:

Section 1. To the extent permitted by law, any executive agency awarding any construction contract after the date of this order, or obligating funds pursuant to such a contract, shall ensure that neither the awarding Government authority nor any construction manager acting on behalf of the Government shall, in its bid specifications, project agreements, or other controlling documents:

(a) Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or

(b) Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).

(c) Nothing in this section shall prohibit contractors or subcontractors from voluntarily entering into agreements described in subsection (a).

Sec. 2. Contracts awarded before the date of this order, and subcontracts awarded pursuant to such contracts, whenever awarded, shall not be governed by this order.

Sec. 3. To the extent permitted by law, any executive agency issuing grants, providing financial assistance, or entering into cooperative agreements for construction projects, shall ensure that neither the bid specifications, project agreements, nor other controlling documents for construction contracts awarded after the date of this order by recipients of grants or financial assistance or by parties to cooperative agreements, nor those of any construction manager acting on their behalf, shall contain any of the requirements or prohibitions set forth in section 1(a) or (b) of this order.

Sec. 4. In the event that an awarding authority, a recipient of grants or financial assistance, a party to a cooperative agreement, or a construction manager acting on behalf of the foregoing, performs in a manner contrary to the provisions of sections 1 or 3 of this order, the executive agency awarding the contract, grant, or assistance shall take such action, consistent with law and regulation, as the agency determines may be appropriate.

Sec. 5. (a) The head of an executive agency may exempt a particular project, contract, subcontract, grant, or cooperative agreement from the requirements of any or all of the provisions of sections 1 and 3 of this order, if the agency head finds that special circumstances require an exemption in order to avert an imminent threat to public health or safety or to serve the national security.

(b) A finding of "special circumstances" under section 5(a) may not be based on the possibility or presence of a labor dispute concerning the use of contractors or subcontractors who are nonsignatories to, or otherwise do not adhere to, agreements with one or more labor organizations, or concerning employees on the project who are not members of or affiliated with a labor organization.

Sec. 6. (a) The term "construction contract" as used in this order means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

(b) The term "executive agency" as used in this order shall have the same meaning it has in 5 U.S.C. 105, excluding the General Accounting Office.

(c) The term "labor organization" as used in this order shall have the same meaning it has in 42 U.S.C. 2000e(d).

Sec. 7. With respect to Federal contracts, within 60 days of the issuance of this order, the Federal Acquisition Regulatory Council shall take whatever action is required to amend the Federal Acquisition Regulation in order to implement the provisions of this order.

Sec. 8. As it relates to project agreements, Executive Order 12836 of February 1, 1993, which, among other things, revoked Executive Order 12818 of October 23, 1992, is revoked.

Sec. 9. The Presidential Memorandum of June 5, 1997, entitled "Use of Project Labor Agreements for Federal Construction Projects" (the "Memorandum"), is also revoked.

Sec. 10. The heads of executive departments and agencies shall revoke expeditiously any orders, rules, regulations, guidelines, or policies implementing or enforcing the Memorandum or Executive Order 12836 of February 1, 1993, as it relates to project agreements, to the extent consistent with law.

Sec. 11. This order is intended only to improve the internal management of the executive branch and is not intended to, nor does it, create any right to administrative or judicial review, or any right, whether substantive or procedural, enforce-able by any party against the United States, its agencies or instrumentalities, its officers or employees, or any other person.

GEORGE W. BUSH

THE WHITE HOUSE, February 17, 2001.

# TITLE 37

## CHAPTER 2.1 DOMESTIC STEEL

### Section

37-2.1-1.	Short Title
37-2.1-2.	Purpose
37-2.1-3.	Purchase of steel and steel products
37-2.1-4.	Payment
37-2.1-5.	Definitions

#### **37-2.1-1. Short title.**

This chapter shall be known and may be cited as the "Steel Products Procurement Act".

#### **37-2.1-2. Purpose.**

- (a) This chapter shall be deemed to be an exercise of the police powers of the state for the protection of the health, safety, and general welfare of the people of the state.
- (b) It is hereby determined by the general assembly of Rhode Island and declared as a matter of legislative findings that:
  - (1) The United States is one of the leading countries in the production and use of steel and its allied products;
  - (2) The use of steel products constitutes a major industry of the United States and, as such, provides the jobs and family incomes of millions of persons in the United States;
  - (3) The taxes paid to Rhode Island and the United States by employers and employees engaged in the production and sale of steel products are one of the largest single sources of public revenues in this country;
  - (4) It has, for many years, been the policy of the state to aid and support the development and expansion of industry in the United States in order to foster the economic well-being of the state and its people; and
  - (5) The economy, general welfare, and national security of the United States, are inseparably related to the preservation and development of the steel industry in the United States.
- (c) The general assembly therefore declares it to be the policy of the state that all public officers and agencies should, at all times, aid and promote the development of the steel industry of the United States in order to stimulate and improve the economic well-being of the state and its people.

#### **37-2.1-3. Purchase of steel and steel products.**

- (a) Every public agency shall require that every contract document for the construction, reconstruction, alteration, repair, improvement, or maintenance of public works contain a provision that, if any steel products are to be used or supplied in the performance of the contract, only steel products as herein defined shall be used or supplied in the performance of the contract or any subcontracts thereunder.
- (b) This section shall not apply in any case where the head of the public agency, in writing, determines that steel products as herein defined are not produced in, or readily available in the United States or that such steel products shall not exceed fifteen percent (15%) of the costs of any other steel products obtainable nationally or internationally.

#### **37-2.1-4. Payment.**

No public agency shall authorize, provide for, or make any payments to any person under any contract containing the provision required by 37-2.1-3 unless the public agency is satisfied that such person has fully complied with that provision. Any such payments made to any person by any public agency which should not have been made, as a result of this section, shall be recoverable directly from the contractor or subcontractor who did not comply with 37-2.1-3 by either such public agency or the attorney general upon suit filed in the court of any county.

#### **37-2.1-5. Definitions.**

The following words and phrases when used in this chapter shall have, unless the context clearly indicates otherwise, the meanings given to them in this section:

- (a) "Person" means natural persons as well as corporations, partnerships, business units, and associations;
- (b) "Public agency" means (1) the state and its departments, boards, commissions and agencies, (2) cities, towns, school districts, and any other governmental unit or district, (3) any and all other public bodies, authorities, officers, agencies, or instrumentalities, whether exercising a governmental or proprietary function;
- (c) "Public works" means steel to construct, frame or reinforce any public structure, building, highway, waterway, street, bridge, transit system, airport, or other betterment, work or improvement, whether of a permanent or temporary nature, and whether for governmental or proprietary use;
- (d) "Steel products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process;
- (e) "United States" means the United States of America and includes all territory, continental or insular, subject to the jurisdiction of the United States.

# TITLE 37

## CHAPTER 12 CONTRACTORS' BONDS

### Sections

- 37-12-1. Contractors required to give bond – Terms and conditions.
- 37-12-2. Rights of persons furnishing labor and materials.
- 37-12-3. Remedies of creditors and state – Priority of claims.
- 37-12-4. Intervention by creditor in suit brought by state.
- 37-12-5. Time limitation on creditors' actions.
- 37-12-6. Intervention in suit brought by creditor – Consolidation of suits.
- 37-12-7. Notice of Pendency of Suit
- 37-12-8. Certified copies of documents.
- 37-12-9. Payment into court by surety – Discharge.
- 37-12-10. Retainers relating to contracts for public works or sewer or water main construction.
- 37-12-11. Substitution of securities for retained earnings.

**§ 37-12-1 Contractors required to give bond – Terms and conditions.** – Every person (which word for the purposes of this chapter shall include a copartnership, a number of persons engaged in a joint enterprise, or a corporation), before being awarded a contract by the department of transportation or by the department of administration, as the case may be, and every person awarded such a contract as a general contractor or construction or project manager for the construction, improvement, completion, or repair of any public road or portion thereof or of any bridge in which the contract price shall be in excess of fifty thousand dollars (\$ 50,000), or for a contract for the construction, improvement, completion, or repair of any public building, or portion thereof, shall be required to furnish to the respective department a bond of that person to the state, with good and sufficient surety or sureties (hereafter in this chapter referred to as surety), acceptable to the respective department, in a sum not less than fifty percent (50%) and not more than one hundred percent (100%) of the contract price, conditioned that the contractor, principal in the bond, the person's executors, administrators, or successors, shall in all things, well and truly keep and perform the covenants, conditions, and agreements in the contract, and in any alterations thereof made as therein provided, on the person's part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the state, the respective department, and all of its officers, agents, and employees, as therein stipulated, and shall also promptly pay for all such labor performed or furnished and for all such materials and equipment furnished, (which as to equipment shall mean payment of the reasonable rental value, as determined by the respective department, of its use during the period of its use), as shall be used in the carrying on of the work covered by the contract, or shall see that they are promptly paid for, whether or not the labor is directly performed for or furnished to the contractor or is even directly performed upon the work covered by the contract, and whether or not the materials are furnished to the contractor or become component parts of the work, and whether or not the equipment is furnished to the contractor or even directly used upon the work. The bond shall contain the provisions that it is subject to all such rights and powers of the respective department and such other provisions as are set forth in the contract and the plans, specifications, and proposal incorporated by reference in the contract, and that no extension of the time of performance of the contract or delay in the completion of the work thereunder or any alterations thereof, made as therein provided, shall invalidate the bond or release the liability of the surety thereunder. Waiver of the bonding requirements of this section is expressly prohibited.

### **37-12-2. Rights of persons furnishing labor and materials.**

Every person who shall have performed labor and every person who shall have furnished or supplied labor, material, or equipment in the prosecution of the work provided for in the contract, in respect of which a payment bond is furnished under § 37-12-1, and who has not been paid in full therefor before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or furnished by him or her, or material or equipment furnished or supplied by him or her for which a claim is made, shall have the right to sue on the payment bond for the amount, or the balance thereof, unpaid at the time of institution of the suit and to prosecute the action to final execution and judgment for the sum or sums justly due him or her; provided, however, that any person having direct contractual relationship with a subcontractor but no contractual relationship express or implied with the contractor

furnishing the payment bond shall have a right of action upon the payment bond upon giving written notice to the contractor within ninety (90) days from the date on which the person furnished or performed the last of the labor, or furnished or supplied the last of the material or equipment for which the claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the labor was furnished or performed or the material or equipment was furnished or supplied. The notice shall be served by mailing the same by certified mail, postage prepaid, in an envelope addressed to the contractor at any place he or she maintains an office, conducts his or her business, or his or her residence.

### **37-12-3. Remedies of creditors and state - Priority of claims.**

The remedy on the bond shall be by a civil action brought in the superior court for the counties of Providence and Bristol and in any suit brought on the bond the rights of the state shall be prior to those of all creditors. The rights of persons who shall have performed labor as aforesaid shall be prior to the rights of all other creditors, and there shall be no priorities among laborers or among other creditors under the bond. The state, either after having recovered a judgment against the contractor on the contract or without having recovered a judgment, may bring a suit on the bond against the contractor and surety on the bond, and may join as parties defendant in the suit any persons claiming to have rights under the bond as creditors; and, if it has not brought such a suit, it may at any time before a final and conclusive decree, intervene and become a party in any suit brought, as hereafter provided in this chapter, by any person claiming to be a creditor under the bond.

### **37-12-4. Intervention by creditor in suit brought by state.**

Any person claiming to be a creditor under the bond may at any time intervene and become a party in any pending suit brought as aforesaid by the state on the bond, and by so intervening may have the rights to the person adjudicated in the suit.

### **37-12-5. Time limitation on creditors' actions.**

No suit instituted under § 37-12-2 shall be commenced after the expiration of two (2) years, or under the maximum time limit as contained within any labor or material payment bond required under § 37-12-1, whichever period is longer, after the day on which the last of the labor was furnished or performed or material or equipment was furnished or supplied by any person claiming under the section.

### **37-12-6. Intervention in suit brought by creditor - Consolidation of suits.**

When a suit has been so brought on the bond by a person claiming to be a creditor under the bond and is pending, any other person claiming to be a creditor under the bond may intervene and become a party in the first suit thus brought and pending and by so intervening may have the rights of the other person adjudicated in the suit. If two (2) or more of the suits be filed in the court on the same day, the one in which the larger sum shall be claimed shall be regarded as the earlier suit. All suits brought upon the bond as provided in this chapter shall be consolidated together by the court and heard as one suit.

### **37-12-7. Notice of pendency of suit.**

In any suit brought under the provisions of this chapter such personal notice of the pendency of the suit as the court may order shall be given to all such known creditors and persons claiming to be creditors under the bond as shall not have entered their appearances in the suit and, in addition to the notice, notice of the pendency of the suit shall be given by publication in some newspaper published in this state of general circulation in the city or town or every city or town in which the work covered by the contract was carried on, once a week for three (3) successive weeks, in such form as the court may order. The court, however, may dispense with the notices if satisfied that sufficient notices shall have been given in some other suit brought under the provisions of this chapter.

### **37-12-8. Certified copies of documents.**

Any person claiming to be a creditor under the bond and having filed a claim with the respective department, in accordance with the requirements of § 37-12-2, shall have the right, at any time when the person could under this chapter file a suit or intervene in a pending suit, to require the respective department to furnish to the person certified copies of the contract, proposal, plans specifications, and bond.

### **37-12-9. Payment into court by surety - Discharge.**

The surety on the bond may pay into the registry of the court, for distribution among those who may be or become entitled thereto under the decree of the court, the penal sum named in the bond less any amount which the surety

may have paid to the state in satisfaction of the liability of the surety to the state under the bond, and then shall be entitled to be discharged from all further liability under the bond.

**37-12-10. Retainers relating to contracts for public works or sewer or water main construction.**

(a) Upon substantial completion of the work required by a contract aggregating in amount less than five hundred thousand dollars (\$ 500,000) with any municipality, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in § 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price unless otherwise agreed to by the parties. Upon substantial completion of the work required by a contract aggregating in an amount of five hundred thousand dollars (\$ 500,000) or greater with any municipality, or any agency or political subdivision thereof, for the construction, reconstruction, alteration, remodeling, repair, or improvement of sewers and water mains, or any public works project defined in § 37-13-1, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the contract price. In the case of periodic payments with respect to contracts less than the aggregate amount of five hundred thousand dollars (\$ 500,000), the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment unless otherwise agreed to by the parties. In the case of periodic payments with respect to contracts in the aggregate amount of five hundred thousand dollars (\$ 500,000) or greater, the awarding authority may deduct from its payment a retention to secure satisfactory performance of the contractual work not exceeding five percent (5%) of the approved amount of any periodic payment.

(b) The retainage shall be paid to any contractor or subcontractor within ninety (90) days of the date the work is accepted by the awarding authority unless a dispute exists with respect to the work. If payment is not made within ninety (90) days for any reason other than a dispute, which, if resolved and it is not the fault of the contractor, interest shall be assessed at the rate of ten percent (10%) per annum on all money which is to be paid to the contractor or subcontractor.

(c) The retainage shall be paid to any contractor or subcontractor within ninety (90) days of the date his or her work is completed and accepted by the awarding authority. If payment is not made, interest shall be assessed at the rate of ten percent (10%) per annum.

(d) There shall also be deducted and retained from the contract price an additional sum sufficient to pay the estimated cost of municipal police traffic control on any public works project. Municipalities shall directly pay the officers working traffic details and shall bill and be reimbursed by the withholding authority for which the contract is being performed every thirty (30) days until the project is complete.

(e) Notwithstanding the foregoing, with respect to projects located within the town of Warren, the withholding authority shall hold an amount from the contract price which shall be reasonably sufficient to pay the estimated cost of municipal police traffic control. The withholding authority shall pay to the town of Warren within seventy-two (72) hours of written demand the actual costs of police traffic control associated with said project on an ongoing basis.

**37-12-11. Substitution of securities for retained earnings.**

(a) Where any public works contract as defined by § 37-13-1 provides for the retention of earned estimates by the state of Rhode Island, the contractor may, from time to time, withdraw the whole or any portion of the amount retained for payments to the contractor pursuant to the terms of the contract, upon depositing with the general treasurer either; (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills; (2) Bonds or notes of the state of Rhode Island ; or (3) Bonds of any political subdivision in the state of Rhode Island.

(b) No amount shall be withdrawn in excess of the market value of the securities at the time of deposit or of the par value of the securities, whichever is lower. The general treasurer shall, on a regular basis, collect all interest or income on the obligations so deposited and shall pay the interest or income, when and as collected, to the contractor who deposited the obligations. If the deposit is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the contractor. Any amount deducted by the state, or by any public department or official thereof, pursuant to the terms of the contract, from the retained payments otherwise due the contractor, shall be

deducted, first from that portion of the retained payments for which no security has been substituted, then from the proceeds of any deposited security. In the latter case, the contractor shall be entitled to receive interest, coupons, or income only from those securities which remain after the amount has been deducted. The securities so deposited shall be properly endorsed by the contractor in such manner so as to enable the general treasurer to carry out the provisions of this section.



## TITLE 37

### CHAPTER 12.1 SUBSTITUTION OF SECURITY FOR RETAINED EARNINGS OF ARCHITECTS AND ENGINEERS

#### Sections

- 37-12.1-1. Definition of Terms.
- 37-12.1-2. Substitution of security for retained earnings by designers.
- 37-12.1-3. Deduction from retained earnings.
- 37-12.1-4. Endorsement on securities.
- 37-12.1-5. Applicability.

#### **37-12.1-1. Definition of terms.**

Terms used in this chapter shall be construed as follows:

- (a) "Designers", means any person, firm or corporation duly authorized pursuant to the laws of this state to engage in the practice of architecture and/or engineering within this state.
- (b) "Public works contract" means a contract to perform design or planning services by a designer with the state or any agency or governmental subdivisions thereof.
- (c) "Retained earnings" means any moneys or earned estimates withheld from a designer pursuant to the terms of a public works contract.

#### **37-12.1-2. Substitution of security for retained earnings by designers.**

(a) Where any public works contract provides for the holding of retained earnings from a designer, the designer may from time to time withdraw the whole or any portion of the amount retained upon either depositing with the general treasurer:

- (1) United States treasury bonds, United States treasury notes, United States treasury certificates of indebtedness, or United States treasury bills;
- (2) Bonds or notes of the state of Rhode Island; or
- (3) Bonds of any political subdivision of the state of Rhode Island.

(b) With respect to the deposit of securities, the general treasurer shall, on a regular basis, collect all interest or income on the securities so deposited and shall pay the interest or income when and as collected to the designer depositing the securities. If the security is in the form of coupon bonds, the general treasurer shall deliver each coupon as it matures to the designer.

#### **37-12.1-3. Deduction from retained earnings.**

In the event that pursuant to the terms of the public works contract it is necessary to deduct any sum from retained earnings, the state or governmental unit or agency thereof shall first apply such deduction against sums not withdrawn and thereafter from the proceeds of the sale of any securities deposited or from the income earned on such securities, whichever is applicable.

#### **37-12.1-4. Endorsement on securities.**

All securities deposited with the general treasurer pursuant to this chapter shall be properly endorsed by the designer in such manner as to enable the general treasurer to carry out the provisions of this chapter.

#### **37-12.1-5. Applicability.**

This chapter shall apply to all retained earnings held pursuant to any public works contract as of [June 16, 1991].

# TITLE 37

## CHAPTER 13 LABOR AND PAYMENT OF DEBTS BY CONTRACTORS

### Sections

- 37-13-1. "Public Works" defined
- 37-13-2. "Contractor" defined – information required.
- 37-13-3. Contractors subject to provisions – Weekly payment of employees.
  - 37-13-3.1 State public works contract apprenticeship requirements
- 37-13-4. Provisions applicable to public works contracts – List of Subcontractors.
- 37-13-5. Payment for trucking or materials furnished – Withholding of sums due.
- 37-12-6. Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contract.
- 37-13-7. Specification in contract of amount and frequency of payment and wages.
- 37-13-8. Investigation and determination of prevailing wages – Filing of schedule.
- 37-13-9. Statutory provisions included in contracts.
- 37-13-10. Overtime compensation.
- 37-13-11. Posting of prevailing wage rates.
- 37-13-12. Wage records of contractors.
  - 37-13-12.1. Obstruction of enforcement.
  - 37-13-12.2. Subpoena powers.
  - 37-13-12.3. Compelling obedience to subpoenas.
  - 37-13-12.4. Penalty for violations.
- 37-13-13. Furnishing payroll record to director of labor.
  - 37-13-13.1. Audits of wage records of out of state contractors and subcontractors.
- 37-13-14. Contractor's bond.
  - 37-13-14.1. Enforcement – Hearings.
- 37-13-15. Review.
- 37-13-16. Termination of work on failure to pay agreed wages – Completion of work.
- 37-13-17. Private right of action to collect wages or benefits

### **37-13-1. "Public works" defined.**

"Public works" as used in this chapter shall mean any public work consisting of grading, clearing, demolition, improvement, completion, repair, alteration, or construction of any public road or any bridge, or portion thereof, or any public building or portion thereof, or any heavy construction, or any public works projects of any nature or kind whatsoever.

### **37-13-2. "Contractor" defined - Information required.**

The term "contractor" as used in this chapter shall mean the bidder whose bid has been accepted by an authorized agency or awarding authority as the bidder possessing the skills, ability, and integrity necessary to the faithful performance of the contract or work, and who shall certify that he or she is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the contract or work. Essential information in regard to qualifications shall be submitted in such form to the awarding authority and the director of labor and training as the director of labor and training shall require. The authorized agency or awarding authority shall reserve the right to reject all bids, if it be in the public interest to do so.

### **37-13-3. Contractors subject to provisions - Weekly payment of employees.**

All contractors, who have been awarded contracts for public works by an awarding agency or authority of the state or of any city, town, committee, or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars (\$1,000) whether payable at the time of the signing of the contract or at a later date, and their subcontractors, on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 - 37-13-14, inclusive, and 37-13-16.

### **37-13-3.1. State public works contract apprenticeship requirements.**

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

### **37-13-4. Provisions applicable to public works contracts - Lists of subcontractors.**

All public works shall be done by contract, subject to the same provisions of law relating thereto and to the letting thereof, which are applicable to similar contracts of the awarding authority or authorized agency, hereinafter called the "proper authority," in the general location where the work is to be performed and which are not contrary to the provisions of 37-13-1 - 37-13-14, and 37-13-16. Each contractor after the award of a contract for public works shall submit to the proper authority a list of his or her subcontractors of any part or all of the work. The list shall be submitted in such manner or form as the proper authority shall uniformly require from contractors in all public works.

### **37-13-5. Payment for trucking or materials furnished - Withholding of sums due.**

A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or material man creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

### **37-13-6. Ascertainment of prevailing rate of wages and other payments - Specification of rate in call for bids and in contract.**

Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall, also, specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and education funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

### **37-13-7. Specification in contract of amount and frequency of payment of wages.**

(a) Every call for bids for every contract in excess of one thousand dollars (\$ 1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages" , "scale of wages" , "wage rates" , "minimum wages" , and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits ; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection ( b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees" , as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b) .

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission,

Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

### **37-13-8. Investigation and determination of prevailing wages - Filing of schedule.**

The director of labor and training shall investigate and determine the prevailing wages and payments made to or on behalf of employees, as set forth in § 37-13-7, paid in the trade or occupation in the city, town, village, or other appropriate political subdivision of the state and keep a schedule on file in his or her office of the customary prevailing rate of wages and payments made to or on behalf of the employees which shall be open to public inspection. In making a determination, the director of labor may adopt and use such appropriate and applicable prevailing wage rate determinations as have been made by the secretary of labor of the United States of America in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. § 276a; provided, however, that each contractor awarded a public works contract after July 1, 2007 shall contact the department of labor and training on or before July first of each year, for the duration of such contract to ascertain the prevailing wage rate of wages on a hourly basis and the amount of payment or contributions paid or payable on behalf of each mechanic, laborer or worker employed upon the work contracted to be done each year and shall make any necessary adjustments to such prevailing rate of wages and such payment or contributions paid or payable on behalf of each such employee every July first.

### **37-13-9. Statutory provisions included in contracts.**

A copy of 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state or any city or town, committee, an authorized agency or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price be in excess of one thousand dollars (\$1,000).

### **37-13-10. Overtime compensation.**

Labor performed under the provisions of 37-13-1 - 37-13-16, inclusive, during the period of forty (40) hours in any one week and during the period of eight (8) hours in any one day, shall be considered a legal week's work or a legal day's work, as the case may be, and any number of hours of employment in any one week greater than the number of forty (40) hours or in any one day greater than the number of eight (8) hours shall be compensated at the prevailing rate of wages for overtime employment; provided, however, when the director of labor and training has determined in the investigation provided for in 37-13-7 and 37-13-8 that there is a prevailing practice in a city, town, or other appropriate political subdivision to pay an overtime rate of wages for work of any craft, mechanic, teamster, laborer, or type of worker needed to execute the work other than hours worked in any one week greater than the number of forty (40) or in hours worked in any one day greater than the number of eight (8), then the prevailing practice shall determine the legal workday and the legal workweek in the city or town for the work and the prevailing rate of overtime wages shall be paid for such work in excess of that legal workday or week, as the case may be.

### **37-13-11. Posting of prevailing wage rates.**

Each contractor awarded a contract for public works with a contract price in excess of one thousand dollars (\$ 1,000), and each subcontractor who performs work on those public works, shall post in conspicuous places on the project, where covered workers are employed, posters which contain the current, prevailing rate of wages and the current, prevailing rate of payments to the funds required to be paid for each craft or type of worker employed to execute the contract as set forth in §§ 37-13-6 and 37-13- 7, and the rights and remedies of any employee described in § 37-13-17 for nonpayment of any wages earned pursuant to this chapter. Posters shall be furnished to contractors and subcontractors by the director of labor and training, who shall determine the size and context thereof from time to time, at the time a contract is awarded. A contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training one hundred dollars (\$ 100) for each calendar day of noncompliance as determined by him or her. Contracts set forth in this section shall not be awarded by the state, any city, town, or any agency thereof until the director of labor and training has prepared and delivered the posters to the division of purchases, if the state or any agency thereof is the proper authority, or to the city, town, or an agency thereof, if it is the proper authority, and the contractor to whom the contract is to be awarded.

### **37-13-12. Wage records of contractors.**

Each contractor awarded a contract with a contract price in excess of one thousand dollars (\$1,000) for public works, and each subcontractor who performs work on those public works, shall keep an accurate record showing the name, occupation, and actual wages paid to each worker employed by him or her and the payments to all the employee funds specified in sections 37-13-6 and 37-13-7 by him or her in connection with the contract or work. The director and his or her authorized representatives shall have the right to enter any place of employment at all reasonable hours for the purpose of inspecting the wage records and seeing that all provisions of this chapter are complied with.

#### **37-13-12.1. Obstruction of enforcement.**

Any effort of any employer to obstruct the director and his or her authorized representatives in the performance of their duties shall be deemed a violation of this chapter and punishable as such.

#### **37-13-12.2. Subpoena powers.**

The director and his or her authorized representatives shall have power to administer oaths and examine witnesses under oath, issue subpoenas, subpoenas duces tecum, compel the attendance of witnesses, and the production of papers, books, accounts, records, payrolls, documents, and testimony, and to take depositions and affidavits in any proceeding before the director.

#### **37-13-12.3. Compelling obedience to subpoenas.**

In case of failure of any person to comply with any subpoena lawfully issued, or subpoena duces tecum, or on the refusal of any witness to testify to any matter regarding which he may be lawfully interrogated, it shall be the duty of the superior court, or any judge thereof, on application by the director, to compel obedience by proceedings in the nature of those for contempt.

#### **37-13-12.4. Penalty for violations.**

Except as otherwise provided in this chapter, any employer who shall violate or fail to comply with any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punished by a fine of not less than five hundred dollars (\$ 500) nor more than one thousand dollars (\$ 1,000) for each separate offense, or by imprisonment for not less than ten (10) nor more than ninety (90) days, or by both fine and imprisonment. Each day of failure to pay wages due an employee at the time specified in this chapter shall constitute a separate and distinct violation.

### **37-13-13. Furnishing payroll record to director of labor.**

(a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed upon the project to the director of labor and training on a monthly basis for the preceding month's work.

(b)The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(c) Any contractor or subcontractor who fails to comply with the provisions of this section shall be deemed guilty of a misdemeanor and shall pay to the director of labor and training five hundred dollars (\$ 500) for each calendar day of noncompliance as determined by the director of labor and training. Any of those revenues shall be deposited as general revenues. Any person, firm, or corporation found to have willfully made a false or fraudulent representation in connection with reporting their certified payroll records shall be required to pay a civil penalty to the department of labor and training in an amount of no less than one thousand dollars (\$ 1,000) and not greater than three thousand dollars (\$ 3,000) per representation. For purposes of this subsection "willfully" shall mean representations that are known to be false, or representations made with deliberate ignorance or reckless disregard for their truth or falsity.

#### **37-13-13.1. Audits of wage records of out of state contractors and subcontractors.**

Out of state contractors or subcontractors who perform work on public works in this state authorize the director of labor and training to conduct wage and hour audits of their payroll records pursuant to the provisions of chapter 14 of title 28.

### **37-13-14. Contractor's bond.**

The state or any city, town, agency, or committee therein awarding contracts for public works shall require the contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$ 50,000) for public works to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the state, conditioned upon the faithful performance of the contract and upon the payment for labor performed and material furnished in connection therewith, a bond to contain the terms and conditions set forth in chapter 12 of this title, and to be subject to the provisions of that chapter. Waiver of the bonding requirements of this section is expressly prohibited.

#### **37-13-14.1. Enforcement - Hearings.**

(a) Before issuing an order or determination, the director of labor and training shall order a hearing thereon at a time and place to be specified, and shall give notice thereof, together with a copy of the complaint or the purpose thereof, or a statement of the facts disclosed upon investigation, which notice shall be served personally or by mail on any person, firm, or corporation affected thereby. The person, firm, or corporation shall have an opportunity to be heard in respect to the matters complained of at the time and place specified in the notice, which time shall be not less than five (5) days from the service of the notice personally or by mail. The hearing shall be held within ten (10) days from the order of hearing. The hearing shall be conducted by the director of labor and training or his or her designee. The hearing officer in the hearing shall be deemed to be acting in a judicial capacity, and shall have the right to issue subpoenas, administer oaths, and examine witnesses. The enforcement of a subpoena issued under this section shall be regulated by Rhode Island civil practice law and rules. The hearing shall be expeditiously conducted and upon such hearing the hearing officer shall determine the issues raised thereon and shall make a determination and enter an order within ten (10) days of the close of the hearing, and forthwith serve a copy of the order, with a notice of the filing thereof, upon the parties to the proceeding, personally or by mail. The order shall dismiss the charges or direct payment of wages or supplements found to be due, including interest at the rate of twelve percentum (12%) per annum from the date of the underpayment to the date of payment, and may direct payment of reasonable attorney's fees and costs to the complaining party.

(b) In addition to directing payment of wages or supplements including interest found to be due, the order shall also require payment of a further sum as a civil penalty in an amount up to three times the total amount found to be due. Further, if the amount of salary owed to an employee pursuant to this chapter but not paid to the employee in violation of thereof exceeds five thousand dollars (\$ 5,000), it shall constitute a misdemeanor and shall be referred to the office of the attorney general. The misdemeanor shall be punishable for a period of not more than one year in prison and/or fined not more than one thousand dollars (\$ 1,000). In assessing the amount of the penalty, due consideration shall be given to the size of the employer's business, the good faith of the employer, the gravity of the violation, the history of previous violations and the failure to comply with recordkeeping or other nonwage requirements. The surety of the person, firm, or corporation found to be in violation of the provisions of this chapter shall be bound to pay any penalties assessed on such person, firm, or corporation. The penalty shall be paid to the department of labor and training for deposit in the state treasury; provided, however, it is hereby provided that the general treasurer shall establish a dedicated "prevailing wages enforcement fund" for the purpose of depositing the penalties paid as provided herein. There is hereby appropriated to the annual budget of the department of labor and training the amount of the fund collected annually under this section, to be used at the direction of the director of labor and training for the sole purpose of enforcing prevailing wage rates as provided in this chapter.

(c) For the purposes of this chapter, each day or part thereof of violation of any provision of this chapter by a person, firm, or corporation, whether the violation is continuous or intermittent, shall constitute a separate and succeeding violation.

(d) In addition to the above, any person, firm, or corporation found in violation of any of the provisions of this chapter by the director of labor and training, an awarding authority, or the hearing officer, shall be ineligible to bid on or be awarded work by an awarding authority or perform any such work for a period of no less than eighteen (18) months and no more than thirty-six (36) months from the date of the order entered by the hearing officer. Once a person, firm, or corporation is found to be in violation of this chapter, all pending bids with any awarding authority shall be revoked, and any bid awarded by an awarding authority prior to the commencement of the work shall also be revoked.

(e) In addition to the above, any person, firm, or corporation found to have committed two (2) or more willful violations in any period of eighteen (18) months of any of the provisions of this chapter by the hearing officer, which violations are not arising from the same incident, shall be ineligible to bid on or be awarded work by an

awarding authority or perform any work for a period of sixty (60) months from the date of the second violation.

(f) The order of the hearing officer shall remain in full force and effect unless stayed by order of the superior court.

(g) The director of labor and training , awarding authority, or hearing officer shall notify the bonding company of any person, firm, or corporation suspected of violating any section of this chapter. The notice shall be mailed certified mail, and shall enumerate the alleged violations being investigated.

(h) In addition to the above, any person, firm, or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be referred to the office of the attorney general. The false or fraudulent representation shall be considered a misdemeanor and shall be punishable for a period of not more than one year in prison and/or fined one thousand dollars (\$ 1,000). Further, any person, firm, or corporation found to have willfully made a false or fraudulent representation on certified payroll records shall be required to pay a civil penalty to the department of labor and training in an amount of no less than two thousand dollars (\$ 2,000) and not greater than fifteen thousand dollars (\$ 15,000) per representation.

### **37-13-15. Review.**

(a) There is hereby created an appeals board which shall be comprised of three (3) members who shall be appointed by the governor; provided, however, that each member of the appeals board shall have at least five (5) years experience with prevailing wage rates as they apply to the construction industry. The members of such appeals board shall serve without compensation. The members of the appeals board shall be appointed for terms of three (3) years except that of the three (3) members originally appointed by each of the appointing authorities; one (1) shall be appointed for a term of one (1) year, one (1) shall be appointed for a term of two (2) years and one (1) for a term of three (3) years.

(b) Any person aggrieved by any action taken by the director of labor and training or his or her designated hearing officer under the authority of this chapter, or by the failure or refusal of the director of labor and training to take any action authorized by this chapter, may obtain a review thereof for the purpose of obtaining relief from the action or lack of action by filing a petition for administrative review and relief, to the appeals board as provided herein. The petition for administrative review shall be filed within twenty (20) days of the action taken by the director of labor and training or designated hearing officer: The petition for administrative review shall be heard within ten (10) days of the date of filing. An aggrieved person under this section shall include:

- (1) Any person who is required to pay wages to his or her employees or make payments to a fund on behalf of his or her employees, as provided in this chapter;
- (2) Any person who is required to be paid wages for his or her labor or on whose behalf payments are required to be paid to funds, as provided by this chapter;
- (3) The lawful collective bargaining representative of a person defined in subdivision (2) above;
- (4) A trade association of which a person defined in subdivision (1) above is a member;
- (5) A proper authority as defined in this chapter;
- (6) A contractor who submitted a bid for work to be or which has been awarded under the provisions of this chapter or a trade association of which he or her is a member, and
- (7) A labor organization which has one or more written collective bargaining agreements with one or more employers or a trade association which sets forth the hours, wages, and working conditions of a craft, mechanic, teamster, or type of worker needed to execute the work, as provided in this chapter to the extent that it would be affected by the action or the failure to act of the director of labor and training or the hearing officer.

(c) Any aggrieved person as defined herein may obtain a review of a decision of the appeals board by filing a petition in the superior court in Providence county pursuant to the provisions of the administrative procedures act, praying for review and relief and the petition shall follow the course of and be subject to the procedures for causes filed in the court.

(d) The director is hereby empowered to enforce his or her decision and/or the decision of the appeals board in the superior court for the county of Providence.

### **37-13-16. Termination of work on failure to pay agreed wages - Completion of work.**



Every contract within the scope of this chapter shall contain the further provision that in the event it is found by the director of labor and training that any employee employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the awarding party may, by written notice to the contractor or subcontractor, terminate his or her right as the case may be, to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and shall prosecute the work to completion by contract or otherwise, and the contractor and his or her sureties shall be liable to the awarding party for any excess costs occasioned the awarding authority thereby.

### **37-13-17. Private right of action to collect wages or benefits**

(a) An employee or former employee, or any organization representing such an employee or former employee, of a contractor or subcontractor may bring a civil action for a violation of § 37-13-7 for appropriate injunctive relief, or actual damages, or both within three (3) years after the occurrence of the alleged violation. An action commenced pursuant to this section, may be brought in the superior court for the county where the alleged violation occurred, the county where the complainant resides, or the county where the person against whom in the civil complaint is filed resides or has their principal place of business. Any contractor or subcontractor who violates the provisions of § 37-13-7 shall be liable to the affected employee or employees in the amount of unpaid wages or benefits, plus interest. A civil action filed in court under this section may be instituted instead of, but not in addition to the director of labor and training enforcement procedures authorized by § 37-13-14.1, provided the civil action is filed prior to the date the director of labor and training issues notice of an administrative hearing.

(b) An employer's responsibility and liability is solely for its own employees.

(c) An action instituted pursuant to this section may be brought by one or more employees or former employees on behalf of himself/herself or themselves and other employees similarly situated, except that no employee shall be a party plaintiff to any such action unless he/she gives his/her consent in writing to become such a party and such consent is filed in the court in which such action is brought.

(d) In an action filed under this section in which the plaintiff prevails, the court shall, in addition to any judgment awarded to the plaintiff, require reasonable attorneys' fees and the costs of the action to be paid by the defendant.

(e) The court in an action filed under this section shall award affected employees or former employees liquidated damages in an amount equal to two (2) times the amount of unpaid wages or benefits owed. Unpaid fringe benefit contributions owed pursuant to this section in any form shall be paid to the appropriate benefit fund, however, in the absence of an appropriate fund the benefit shall be paid directly to the individual.

(f) The filing of a civil action under this section shall not preclude the director of labor and training from referring a matter to the attorney general as provided in § 37-13-14.1(b), from prohibiting a contractor or subcontractor from bidding on or otherwise participating in contracts as provided in § 37-13-14.1(d), (e) and (h), or from prohibiting termination of work on failure to pay agreed wages pursuant to § 37-13-16.

(g) Any person, firm, or corporation found to have willfully made a false or fraudulent representation in connection with wage obligations owed on a contract shall be required to pay a civil penalty to the department of labor and training in an amount of no less than one thousand dollars (\$ 1,000) and not greater than three thousand dollars (\$ 3,000) per representation. Such penalties shall be recoverable in civil actions filed pursuant to this section. For purposes of this subsection "willfully" shall mean representations that are known to be false, or representations made with deliberate ignorance or reckless disregard for their truth or falsity.

(h) An employer shall not discharge, threaten, or otherwise discriminate against an employee, or former employee, regarding compensation terms, conditions, locations or privileges of employment because the employee or former employee, or a person or organization acting on his or her behalf: (1) Reports or makes a complaint under this section; or otherwise asserts his or her rights under this section; and/or (2) Participates in any investigation, hearing or inquiry held by the director of labor and training under § 37-13-14.1. In the event a contractor or subcontractor retaliates or discriminates against an employee in violation of this section, the affected employee may file an action in any court of competent jurisdiction and the court shall order reinstatement and/or restitution of the affected employee, as appropriate, with back pay to the date of the violation, and an additional amount in liquidated damages equal to two (2) times the amount of back pay and reasonable attorneys' fees and costs.

(i) If any one or more subsections of this section shall for any reason be adjudged unconstitutional or otherwise invalid, the judgment shall not affect, impair, or invalidate the remaining subsections.

## **PREVAILING WAGE RATES**

**(Appropriate wage rate to be inserted by bidder in specifications)**

**For a copy of the appropriate wage rate, contact:**

**R.I. Department of Labor  
Division of Labor Standards  
610 Manton Avenue  
Providence, RI 02909**

# TITLE 37

## CHAPTER 14.1 MINORITY BUSINESS ENTERPRISE

### Sections

37-14.1-1.	Purpose.
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37-14.1-7.	Establishment of criteria and guidelines.
37-14.1-8.	Sanctions.

### **37-14.1-1. Purpose.**

The purpose of this chapter is to carry out the state's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women (MBE's), in state funded and state directed public construction programs and projects and in state purchases of goods and services. This includes assisting MBE's throughout the life of contracts in which they participate.

### **37-14.1-2. Applicability.**

This chapter shall apply to any and all state purchasing, including, but not limited to the procurement of goods and services and construction projects or contracts funded in whole or in part by state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers or in which the state is a signatory to the construction contract.

### **37-14.1-3. Definitions.**

- (a) "Affirmative action" means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve minority business enterprises fully in contracts and programs funded by the state.
- (b) "Compliance" means the condition existing when a contractor has met and implemented the requirements of this chapter.
- (c) "Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this chapter, a lease is a contract.
- (d) "Contractor" means one who participates, through a contract or subcontract, in any procurement or program covered by this chapter, and includes lessees and material suppliers.
- (e) "Minority" means a person who is a citizen or lawful permanent resident of the United States and who is:
  - (1) Black (a person having origins in any of the black racial groups of Africa);
  - (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Portuguese (a person of Portuguese, Brazilian, or other Portuguese culture or origin, regardless of race);
  - (4) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands);
  - (5) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America.); or
  - (6) Members of other groups, or other individuals, found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act, as amended [15 U.S.C. 637(a)].
- (f) "Minority business enterprise" or "MBE" means a small business concern, as defined pursuant to section 3 of the federal Small Business Act [15 U.S.C. 632] and implementing regulations, which is owned and controlled by one or more minorities or women. For the purposes of this chapter, owned and controlled means a business.

- (1) Which is at least fifty-one percent (51%) owned by one or more minorities or women or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more minorities or women; and
- (2) Whose management and daily business operations are controlled by one or more such individuals.

(g) "MBE coordinator" means the official designated to have overall responsibility for promotion of minority business enterprise in his or her departmental element.

(h) "Noncompliance" means the condition existing when a recipient or contractor has failed to implement the requirements of this chapter.

#### **37-14.1-4. Policy.**

It is the policy of the state of Rhode Island that minority business enterprises (MBE's) shall have the maximum opportunity to participate in the performance of procurements and projects outlined in 37-14.1-2.

#### **37-14.1-5. Discrimination prohibited.**

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any project covered by this chapter, on the grounds of race, color, national origin, or sex.

#### **37-14.1-6. Minority business enterprise participation.**

Minority business enterprises shall be included in all procurements and construction projects under this chapter and shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. The director of the department of administration is further authorized to establish by rules and regulation formulas for giving minority business enterprises a preference in contract and subcontract awards.

#### **37-14.1-7. Establishment of criteria and guidelines.**

The director of the department of administration shall establish, by rule and regulations adopted in accordance with chapter 35 of title 42, standards which shall determine whether a construction project is covered by this chapter, compliance formulas, procedures for implementation, and procedures for enforcement which are not inconsistent with 49 CFR 23 of the federal regulations. As to Rhode Island department of transportation contracts, the director of administration may delegate this authority to the director of transportation.

#### **37-14.1-8. Sanctions.**

(a) The director of the department of administration shall have the power to impose sanctions upon contractors not in compliance with this chapter and shall include but not be limited to:

- (1) Suspension of payments;
- (2) Termination of the contract;
- (3) Recovery by the state of ten percent (10%) of the contract award price as liquidated damages; and
- (4) Denial of right to participate in future projects for up to three (3) years.

(b) As to Rhode Island department of transportation contracts, the director of the department of administration may delegate this authority to the director of transportation.

**REGULATIONS GOVERNING PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN STATE  
FUNDED AND DIRECTED PUBLIC CONSTRUCTION PROJECTS, CONSTRUCTION CONTRACTS  
AND PROCUREMENT CONTRACTS FOR GOODS AND SERVICES**

**I. GENERAL**

**1. Purpose**

(a) The purpose of these regulations is to carry out the state's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women (MBEs) in state-funded and directed public construction programs and projects and in state purchases of goods and services. This includes assisting MBEs throughout the life of contracts in which they participate.

(b) These regulations implement, in part, R. I. Gen. Laws, Chapter 37-14.1. These regulations are effective immediately and supersede all Department of Administration regulations issued previously under these authorities insofar as such regulations affect minority business enterprise matters in the State.

**2. Applicability**

These regulations apply to any construction project, construction contract or procurement contract for goods and services funded in whole or in part by state funds, or funds which, in accordance with federal grant or otherwise, the state expends or administers or in which the state is a signatory. Quasi-independent state agencies, such as the Rhode Island Public Buildings Authority, the Narragansett Bay Commission and the Rhode Island Port Authority, are subject to the requirements outlined under these regulations. With respect to Department of Transportation contracts, The Director of Transportation may promulgate regulations consistent with R. I. Gen. Laws Sections 37-14.1-8 and 37-14.1-9, thereby exempting Department of Transportation contracts from the requirements of these regulations.

**3. Definition**

The terms "building" or "work" means construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvement of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing and landscaping. Unless conducted in connection with and at the site of such a building or work as described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of these regulations.

**"Compliance"** means the conditions existing when a prime contractor has met and implemented the requirements of these regulations.

**"Construction"** means all types of on-site work done on a particular building or work, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

**"Construction Project"** means a contract or group of contracts for construction work that a prime contractor has agreed to perform, whether directly or through the use of subcontractors.

**"Contract"** means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of these regulations, a lease is a contract.

**"Contractor"** means one who participates, through a contract or subcontract, in any program covered by these regulations and includes lessees.

**"Director"** means the Director of the Department of Administration or any person whom he/she has designated to act for him/her.

**"Goods"** means materials or supplies of any kind provided by a vendor, his agents or employees.

**"Services"** means professional or non-professional activities requiring mental or physical labor to be performed by the contractor, vendor, his agents or employees.

**"Minority"** means a person who is a citizen or lawful permanent resident of the United States and who is:

- (a) Black (a person having origins in any of the black racial groups of Africa);
- (b) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
- (c) Portuguese (a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race);
- (d) Asian American ( a person having origins in any of the original peoples of the Far East, South East Asia, the Indian Subcontinent, or the Pacific Islands);
- (e) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or
- (f) Members of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

**"Minority Business Enterprise"** or "MBE" means a small business concern as defined pursuant to Section 3 of the Federal Small Business Act and implementing regulations, which is owned and controlled by one (1) or more minorities or women and which has been certified as a Minority Business Enterprise under these regulations by the Rhode Island Department of Administration. For the purposes of these regulations, an owned and controlled business means one:

- (a) which is at least 51% owned by one (1) or more minorities or women or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one (1) or more minorities or women; and
- (b) whose management and daily business operations are controlled by one (1) or more such individuals.

**"MBE Coordinator"** means the official designated to have overall responsibility for promotion of minority business enterprises within each department and agency for each contract covered by these regulations. He or she shall be appointed not later than the time the Request for Proposal for each contract is submitted.

**"Non-compliance"** means the condition existing when a contractor has failed to implement the requirements of these regulations.

**"Prime Contractor"** means the contractor that is charged with total construction on a contract or group of contracts, portions of which are, or will be subcontracted to their parties.

**"Specialty Contractor"** means a contractor charged with total construction on a contract or group of contracts, portions of which will not be subcontracted to third parties.

**"Vendor"** means the party with which the State contracts to provide goods or services.

#### **4. Policy**

These regulations shall be construed in accordance with the policy of the State of Rhode Island that minority business enterprises (MBEs) shall have the maximum opportunity to participate in the performance of projects or provision of goods or services outlined hereunder.

#### **5. Construction Contracts**

(a) MBE Liaison Officer

The chief executive officer of each prime contractor shall designate an MBE Liaison Officer who will coordinate with the MBE Coordinator from the Department of Administration or other state department or agency responsible for monitoring the contract.

(b) Ten Percent (10%) Requirement

(i) Each Department shall structure its procedures for procuring construction contracts to attempt to achieve the result that a minimum of ten (10%) percent of the total dollar value of these procurements is made directly or indirectly from MBEs. This result shall be achieved through one of the two methods described in paragraphs 5(b) (ii) or 5 (b) (iii) below.

(ii) Prime Contractor Method. Each prime contractor shall ensure that a minimum of ten percent (10%) of the dollar value of work to be performed on a construction project will be performed by MBEs. The prime contractor must meet or exceed this requirement or demonstrate that it could not meet this requirement despite its good-faith efforts. A prime contractor that is an MBE will satisfy the ten percent (10%) requirement by ensuring that a least ten percent (10%) of the dollar volume of work performed under the contract is performed by its employees.

(iii) Construction Contracts not involving the use of prime contractors. In lieu of using the prime contractor method described in paragraph 5(b) (ii) above, a Department may meet the ten percent (10%) requirement under these regulations by ensuring that ten percent (10%) of the dollar value of construction contracts in the aggregate for each fiscal year is awarded to MBEs. MBEs may be solicited directly to accomplish this requirement.

(iv) The ten percent (10%) requirements set forth under these regulations can be satisfied concurrently with similar requirements mandated under federal law.

(v) Nothing in these regulations shall be construed to require the award of a contract to an MBE whose bid exceeds the lowest bid by five percent (5%). Nothing in these Regulations shall be construed to require the acceptance of non-conforming goods or services.

(c) Solicitation of Bids

All departments and agencies soliciting requests for proposals for construction projects identified as having subcontracting opportunities must include in the advertisements for the project the following language: "This project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that ten percent of the dollar value of work performed on the project be performed by minority business enterprises."

(ii) MBE Compliance Plan

A prospective prime contractor shall include in its bid on any construction project covered by these regulations, a simple statement acknowledging its obligation to meet the ten percent (10%) requirement under these regulations. After it has been identified as the apparent low bidder, the prime contractor shall, within ten (10) working days, prepare an MBE Compliance Plan and submit it to the Director or his designee for approval. The Plan shall identify by MBE name, subcontract dollar amount and type, each subcontract that the prime contractor projects will be awarded to MBEs over the period of the project.



(d) Approval or Disapproval of MBE Plan

(i) The Director or his designee will review and approve plans that reasonably ensure compliance with the ten percent (10%) requirement.

(ii) Where the prime contractor has proved that for reasons beyond the prime contractor's control, compliance with the ten percent (10%) requirement is impossible, the Director or his designee may approve a plan that ensures compliance with an MBE utilization rate of less than ten percent (10%). To prove impossibility of compliance, there shall be a hearing, which interested parties will be notified of and permitted to attend, during which the contractor shall demonstrate the following:

(1) The prime contractor is making all appropriate efforts, including those listed in paragraph 5 (e) of these regulations, to increase MBE participation in its construction project to the ten percent (10%) level.

(2) Despite the prime contractor's efforts, the prime contractor's plan represents a reasonable expectation for the participation of MBEs in state contracts given the availability of MBEs to work on the contract.

(iii) If the Director or his designee does not approve the plan the prime contractor has submitted, the prime contractor, after consulting with the Director or his designee, shall present a revised plan.

(iv) The Director may condition the approval or establishment of any adjusted requirement on any reasonable future action by the prime contractor.

(v) Each prime contract covered under these regulations shall include the following: "The contractor agrees to ensure that minority business enterprises as defined in R.I. Gen. Laws Section 37-14.1-3, shall have the maximum opportunity to participate in the performance of subcontracts performed under this agreement. The contractor will take all reasonable steps in accordance with regulations promulgated under Chapter 37-14.1 of the Rhode Island General Laws to ensure that minority business enterprises have the maximum opportunity to compete for and perform subcontracts under this agreement."

e. Compliance

(i) Each MBE coordinator will periodically conduct on-site inspections to determine compliance with the provisions of these regulations. The Division of Purchasing, the Director or the MBE Coordinator may require a prime contractor to furnish copies of purchase orders, subcontracts, cancelled checks, and other records that may indicate the number, names, dollar value of MBE subcontracts, dates, and schedule time for performance of work by an MBE subcontractor.

(ii) A prime contractor's failure to have an approved MBE Compliance Plan as required by these regulations constitutes non-compliance with these regulations.

(iii) If a prime contractor fails to meet the requirements outlined in its approved MBE Compliance Plan, it shall explain to the Director, in writing, why the requirements could not be met and why meeting the requirements was beyond the prime contractor's control.

(iv) To determine whether a prime contractor has a good faith reason for failing to meet its requirements, the Director may consider, among other factors:

(1) Whether the prime contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the state contracting authority to inform MBEs of contracting or subcontracting opportunities;

(2) Whether the prime contractor advertised in general circulation, trade association, and minority focus media concerning the subcontracting opportunities;

(3) Whether the prime contractor provided written notice to a reasonable number of specific MBEs that their interest in a contract was being solicited, in sufficient time to allow the MBEs to participate effectively;

- (4) Whether the prime contractor followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested;
  - (5) Whether the prime contractor selected portions of work to be performed by MBEs in order to increase the likelihood of meeting MBE participation requirements (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
  - (6) Whether the prime contractor provided interested MBEs with adequate information about the plans, specifications and requirements of the contract;
  - (7) Whether the prime contractor negotiated in good faith with interested MBEs;
  - (8) Whether the prime contractor made suggestions to interested MBEs to assist them in obtaining bonding, lines of credit, or insurance required by the prime contractor;
  - (9) Whether the prime contractor effectively used the services of available minority community organizations, minority contractors' groups, local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs.
- (v) If the prime contractor does not make such an explanation, or if the Director determines that the prime contractor's explanation does not justify its failure to meet the requirements in its approved MBE Plan, the Director may direct the prime contractor to take appropriate remedial action. Failure to take remedial action directed by the Director is noncompliance with these regulations.
- (vi) In the event of non-compliance with these regulations, the Director may take appropriate enforcement action. Such action may include suspension of payments, termination of the contract, recovery by the state of 10% of the contract price as liquidated damages and/or denial of the right to participate in future projects for up to three (3) years.

# TITLE 37

## CHAPTER 16 PUBLIC WORKS ARBITRATION

### Sections

37-16-1.	Short Title.
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37-16-3.	Application for subcontracts.
37-16-4.	Stay of legal proceedings pending arbitration.
37-16-5.	Jurisdiction of superior court to enforce arbitration provisions and awards.
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37-16-7.	Method of appointing arbitrators.
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37-16-22.	Entry of judgment – Costs
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37-16-24.	Effect of judgment.
37-16-25.	Appeals.
37-16-26.	Satisfaction of award.
37-16-27.	Application of sureties.

### **37-16-1. Short title.**

This chapter shall be known as the "Public Works Arbitration Act".

### **37-16-2. Contract provision for arbitration.**

(a) A provision in a written contract executed on or after January 1, 1962, for the construction, alteration, repair, or painting of any public building, sewer, highway, bridge, water treatment or disposal projects one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them, to settle by arbitration any dispute or claim arising out of or concerning the performance or interpretation of the contract shall be valid, irrevocable, and enforceable, save upon grounds existing in law or equity for the revocation of the contract.

(b) (1) Every contract for the construction, alteration, repair, painting, or demolition of any public building, sewer, water treatment or disposal project, highway, or bridge one party to which is the state, a city, a town, or an authority, a board, a public corporation, or any similar body created by statute or ordinance or any committee, agency, or subdivision of any of them which has a contract price of ten thousand dollars (\$ 10,000) or more and which is executed on or after July 1, 1967, shall contain a provision for arbitration of disputes and claims arising out of or concerning the performance or interpretation of the contract as follows:

(2) "All claims, disputes, and other matters in question arising out of or relating to this contract or the performance or interpretation thereof shall be submitted to arbitration. Arbitration shall be commenced by a demand in writing made by one party to the contract upon the other within a reasonable time after the dispute, claim, or other matter in question arose but in no event after payment in full of the contract price has been made and accepted. The written demand shall contain a statement of the question to be arbitrated and a detailed statement of each item or matter in

dispute and the name of the arbitrator appointed by that party. The other party to the contract within ten (10) days of the receipt of the written demand shall appoint an arbitrator and give notice in writing thereof to the party who commenced arbitration. The two (2) arbitrators appointed by the parties shall within ten (10) days of the date of the appointment of the second arbitrator select a third arbitrator who shall be designated as chairperson and who immediately shall give written notice to the parties of his or her appointment. The third arbitrator shall select a time, date, and place for hearing and give each party five (5) days notice in writing thereof. The date for hearing shall not be more than fifteen (15) days after the date of appointment of the third arbitrator. The award shall be made promptly by the arbitrators and, unless otherwise agreed by the parties or specified by law, no later than thirty (30) days from the date of closing the hearing, or, if oral hearings have been waived, from the date of the transmittal of the final statements and proofs to the arbitrators. The award shall be in writing and shall be signed by a majority of the arbitrators. It shall be executed in the manner required by law. The arbitrator shall provide a written explanation of the reasoning for the award. In the event the party of whom arbitration is demanded shall fail to appoint his or her arbitrator within the time specified or the two (2) arbitrators appointed by the parties are unable to agree on an appointment of the third arbitrator within the time specified, either party may petition the presiding justice of the superior court to appoint a single arbitrator who shall hear the parties and make an award as provided herein. The petitioner shall give five (5) days notice in writing to the other party before filing his or her petition."

(c) Any dispute involving claims less than one hundred thousand dollars (\$ 100,000) and associated with construction of a highway or bridge as referred to in subsection (b) shall be submitted to arbitration. Any dispute involving claims of one hundred thousand dollars (\$ 100,000) or more and associated with construction of a highway or bridge as referred to in subsection (b) shall only be arbitrated with the consent of the parties. If the parties fail to consent to arbitration and the state of Rhode Island is a party to the dispute, then the claim will proceed in accordance with § 37-13.1-1.

(d) For the purposes of this section, the term "claims" shall not mean the aggregate amount sought under the contract or in the arbitration, but shall refer specifically to each item or matter in dispute for which additional compensation is sought or for each item for which a credit is sought.

(e) Notwithstanding subsection (a) or (b) of this section, if any contract except for highway and bridge contracts provides for an arbitration procedure, and a method of appointment of an arbitrator or arbitrators, that method shall be followed instead of the method provided in subsection (b) of this section.

(f) This section shall apply to all written contracts executed on or after January 1, 1986.

### **37-16-3. Application to subcontracts.**

When a contract described in 37-16-2 is in effect and any party thereto has entered into a subcontract to perform part of the work and/or furnish any materials in connection with the work described in the contract and the terms of the subcontract provide for arbitration of a dispute or claim concerning the performance or interpretation thereof, or the subcontract, expressly or by reference to the terms of the contract, provides that the parties to the subcontract shall comply with the arbitration provisions of the contract, the following shall apply when a request is made or an order of court is entered for arbitration either under the terms of the contract or subcontract.

(a) When arbitration under the contract may adversely affect the interest of a party thereto because of the effect of an award of the arbitrator or arbitrators upon the performance or interpretation of the terms of a subcontract to which he or she is also a party, he or she may require any other party or all other parties to the subcontract to become a party or parties to the arbitration.

(b) When a party to a subcontract makes a demand or an order of court is entered for arbitration under the terms of the subcontract which comply with the provision of this chapter, any party thereto who is also a party to the contract and whose rights under the contract may be adversely affected by the effect of an award of the arbitrator or arbitrators upon the performance or interpretation of the contract, may require any other party to the contract to become a party to the arbitration.

(c) When a party to a contract or to a subcontract is made a party to arbitration by virtue of the provisions of this section, he or she shall have all the rights of a party to arbitration as provided in this chapter except the appointment of an arbitrator. Provided, however, he or she may object to the arbitrators appointed by the parties in which event a single arbitrator shall be appointed as provided in 37-16-2 in the petition of either of the original parties to arbitration. The award of the arbitrator or arbitrators shall be valid and shall be binding on him or her to

the extent that it affects the performance or interpretation of the contract and/or subcontract to which he or she is a party. The award of the arbitrator or arbitrators may be enforced, modified, or vacated as this chapter provides an award made in an arbitration of a contract described in 37-16-2 may be enforced, modified, or vacated.

#### **37-16-4. Stay of legal proceedings pending arbitration.**

If any suit or proceedings be brought upon any issue referable to arbitration under contract in writing providing for arbitration, the court in which the suit is pending upon being satisfied that the issue involved in the suit or proceedings is referable to arbitration under the contract, shall on application of one of the parties, stay the trial of the action until arbitration has been held.

#### **37-16-5. Jurisdiction of superior court to enforce arbitration provision and awards.**

The entering into a contract in writing providing for arbitration shall be deemed a consent of all parties, including those enumerated in 37-16-2, thereto to the jurisdiction of the superior court of this state to enforce the arbitration provision and any award made pursuant to that provision. A party aggrieved by the failure, neglect, or refusal of another to perform under a contract providing for arbitration, may petition the superior court, or a judge thereof, for an order directing that arbitration proceed in the manner provided for in the contract. Five (5) days' notice in writing of the application shall be served upon the party in default. Service thereof shall be made in the manner specified in the contract, and if no manner specified therein, then in the manner provided by law for personal service of a summons, within or without the state, or substituted service of a summons, or upon satisfactory proof that the party aggrieved has been or will be unable with due diligence to make service in any of the foregoing manners, then notice shall be served in such manner as the court or judge may direct. A judge of the superior court shall hear the parties and upon being satisfied that there is no substantial issue as to the making of the contract or the failure to comply therewith, the court, or the judge thereof, hearing the application, shall make an order directing the parties to proceed to arbitration in accordance with the terms of the contract.

#### **37-16-6. Trial upon evidence of substantial issue.**

If evidentiary facts are set forth raising a substantial issue as to the making of the contract or the failure to comply therewith, the court, or the judge thereof, shall proceed immediately to the trial of the issues. Whenever an immediate trial is ordered, the order therefor shall provide that, if the court finds that a written contract providing for arbitration was made, and that there was a failure to comply therewith, the parties shall proceed with the arbitration in accordance with the terms of the contract and the order shall provide that if the court finds that there was no contract or failure to comply with the contract, then the proceeding shall be dismissed.

#### **37-16-7. Method of appointing arbitrators or umpire.**

If in the contract providing for arbitration, provision is made for a method of naming or appointing an arbitrator or arbitrators or an umpire, that method shall be followed, but if no method be provided therein, then the parties to the contract shall agree to the method of naming or appointing an arbitrator or arbitrators or an umpire and if the parties shall fail to agree, then the court or the judge thereof upon application of either of the parties after due notice to the other party shall appoint an arbitrator to hear the dispute.

#### **37-16-8. Scheduling and notice of arbitration hearing - Adjournment.**

Subject to the terms of the contract, if any are specified therein, the arbitrators selected as prescribed in this chapter must appoint a time and place for the hearing of the matters submitted to them, and must cause notice thereof to be given to each of the parties. They, or a majority of them, may adjourn the hearing from time to time upon the application of either party for good cause shown or upon their own motion, but not beyond the day fixed if a date in the contract, if any, for rendering their award, unless the time so fixed is extended by the written consent of the parties to the contract or their attorney, or the parties have continued with the arbitration without objection to such adjournment.

#### **37-16-9. Power of court to direct prompt hearing.**

The court shall have power to direct the arbitrators to proceed promptly with the hearing and determination of the dispute, claim, or matter in question.

#### **37-16-10. Arbitrator's oath - Waiver.**

Before hearing any testimony, arbitrators selected as prescribed in this chapter must be sworn, by an officer authorized by law to administer an oath, faithfully and fairly to hear and examine the claim, dispute, or matter in question and to make a just award according to the best of their understanding, unless the oath is waived by the written consent of the parties to the contract or their attorneys or the parties have continued with the arbitration without objection to the failure of the arbitrators to take the oath.

### **37-16-11. Powers of arbitrators.**

The arbitrator or arbitrators selected as prescribed in this chapter, may require any person to attend before them as a witness; and he or she and they have, and each of them has, the same powers with respect to all the proceedings before them which are conferred upon a board or a member of a board authorized by law to hear testimony. All the arbitrators selected as prescribed in this chapter must meet together and hear all the allegations and proofs of the parties; but an award by a majority of them is valid.

### **37-16-12. Fees.**

In any proceeding under this chapter, unless the parties agree as to the arbitrator's or arbitrators' fees, such fees shall be fixed by the court or the judges thereof who shall require the payment equally by both parties of the arbitrators' fees.

### **37-16-13. Validity of awards.**

An award shall be valid and enforceable according to its terms and under the provisions of this chapter, without previous adjudication of the existence of a contract to arbitrate, subject, nevertheless, to the provisions of this section:

- (a) A party who has participated in any of the proceedings before the arbitrator or arbitrators may object to the confirmation of the award only on one or more of the grounds hereinafter specified (provided that he did not continue with the arbitration with notice of the facts or defects upon which his objection is based) because of a failure to comply with 37-16-8 or with 37-16-10 or because of the improper manner of the selection of the arbitrators.
- (b) A party who has not participated in any of the proceedings had before the arbitrator or arbitrators and who has not made or been served with an application to compel arbitration under 37-16-5 may also put in issue the making of the contract or the failure to comply therewith, either by a motion for a stay of the arbitration or in opposition to the confirmation of the award. If a notice shall have been personally served upon such party of an intention to conduct the arbitration pursuant to the provisions of a contract specified in the notice, then the issues specified in this subdivision may be raised only by a motion for a stay of the arbitration, notice of which motion must be served within ten (10) days after the service of the notice of intention to arbitrate. The notice must state in substance that unless within ten (10) days after its service, the party served therewith shall serve a notice of motion to stay the arbitration, he or she shall thereafter be barred from putting in issue the making of the contract or the failure to comply therewith. The arbitration hearing shall be adjourned upon service of the notice pending the determination of the motion. Where the opposing party, either on a motion for a stay or in opposition to the confirmation of an award, sets forth evidentiary facts raising a substantial issue as to the making of the contract or the failure to comply therewith, an immediate trial of the same shall be had. In the event that the party is unsuccessful he or she may, nevertheless, participate in the arbitration if the same is still being carried on.

### **37-16-14. Arbitration under chapter deemed special proceeding - Jurisdiction of superior court.**

Arbitration of a claim, dispute, or matter in question under a contract described in this chapter shall be deemed a special proceeding, of which the superior court for Providence County shall have jurisdiction.

### **37-16-15. Procedure for hearing of application to court.**

Any application to the court, or a judge thereof, hereunder shall be made and heard in the manner provided by law for the making and hearing of motions, except as otherwise herein expressly provided.

### **37-16-16. Form of award.**

To entitle the award to be enforced, as prescribed in this chapter, it must be in writing; and, within the time limited in the contract, if any, subscribed by the arbitrator or arbitrators making it and either filed in the office of the clerk of the court having jurisdiction as provided in 37-16-14 or delivered to one of the parties or his or her attorney.

### **37-16-17. Court order confirming award.**

At any time within one year after the award is made, as prescribed in 37-16-16, any party to the contract by the terms of which arbitration was had, may apply to the court having jurisdiction as provided in 37-16-14 for an order confirming the award. Thereupon the court must grant the order unless the award is vacated, modified, or corrected, as prescribed in 37-16-18 and 37-16-19 or unless the award is unenforceable under the provisions of 37-16-13. Notice of the motion must be served upon the adverse party or parties or his or her or their attorneys, as prescribed by law for service of notice of a motion upon an attorney in an action in the same court.

### **37-16-18. Court order vacating award.**

In any of the following cases, the court must make an order vacating the award, upon the application of any party to the controversy which was arbitrated

- (a) When the award was procured by fraud.
- (b) Where the arbitrator or arbitrators exceeded their powers, or so imperfectly executed them, that a mutual, final, and definite award upon the subject matter submitted was not made.
- (c) If there was no valid contract, and the objection has been raised under the conditions set forth in 37-16-13.

### **37-16-19. Rehearing after vacation of award.**

Where an award is vacated, the court, in its discretion may direct a rehearing either before the same arbitrator or arbitrators or before a new arbitrator or arbitrators to be chosen in the manner provided in the contract for the selection of the original arbitrator or arbitrators or as provided for in 37-16-7 and any provision limiting the time in which the arbitrator or arbitrators may make a decision shall be deemed applicable to the new arbitration and to commence from the date of the court's order.

### **37-16-20. Court order modifying or correcting award.**

In any of the following cases, the court must make an order modifying or correcting the award, upon the application of any party to the contract by the terms of which the arbitration was held.

- (a) Where there was an evident miscalculation of figures or an evident mistake in the description of any persons, thing, or property referred to in the award.
- (b) Where the arbitrator or arbitrators have awarded upon a matter not submitted to them, not affecting the merits of the decision upon the matter submitted.
- (c) Where the award is imperfect in a matter of form not affecting the merits of the controversy, and, if it had been a master's report the defect could have been amended or disregarded by the court.

### **37-16-21. Notice of motion to vacate, modify, or correct an award.**

Notice of a motion to vacate, modify, or correct an award must be served upon all adverse parties, or their attorneys, within sixty (60) days after the award is filed or delivered, as prescribed by law for service of notice of a motion upon an attorney in an action; except that in opposition to a motion to confirm an award, any of the grounds specified in 37-16-18 may be set up. For the purpose of the motion, any judge who might make an order, to stay the proceedings in an action brought in the same court may make an order, to be served with the notice of motion, staying the proceedings of an adverse party or parties to enforce the award.

### 37-16-22. Entry of judgment - Costs.

Upon the granting of an order confirming, modifying, or correcting an award, judgment may be entered in conformity therewith, except as is otherwise prescribed in this chapter. Costs of the application and of the proceedings subsequent thereto, not exceeding twenty-five dollars (\$25.00) and disbursements, may be awarded by the court in its discretion. If awarded, the amount thereof must be included in the judgment.

### 37-16-23. Filing of papers after judgment.

(a) Immediately after entering judgment, the clerk must attach together and file the following papers:

- (1) The contract, and each written extension of the time, if any, within which to make the award.
- (2) The award.
- (3) Each notice, affidavit or other paper used upon an application to confirm, modify, or correct the award, and a copy of each order of the court upon the application.
- (4) A copy of the judgment.

(b) The judgment may be docketed as if it was rendered in an action.

### 37-16-24. Effect of judgment.

The judgment so entered has the same force and effect, in all respects as, and is subject to all the provisions of law relating to a judgment in an action. The judgment may be enforced as if it had been rendered in an action in the court in which it is entered.

### 37-16-25. Appeals.

An appeal may be taken from an order made in a proceeding under this chapter, or from a judgment entered upon an award. The proceedings upon the appeal, including the judgment thereupon and the enforcement of the judgment, are governed by the provisions of statute and rule regulating appeal in actions as far as they are applicable.

### 37-16-26. Satisfaction of award.

- (a) An award which requires the payment of a sum of money by a city, town, or the state or any body described in 37-16-2 created or organized by or through the authority of any of them, shall be satisfied to the extent of payment of that sum by payment thereof to the party to whom the award was made by the treasurer or officer exercising the duties of a treasurer thereof from its general funds.
- (b) An award which requires the payment of a sum of money to a city, a town, or the state or any body described in 37-16-2 created or organized by or through the authority of any of them shall be satisfied to the extent of payment of that sum by payment thereof to its treasurer or officer exercising the duties of a treasurer thereof who shall deposit the same in its general funds.

### 37-16-27. Application to sureties.

- (a) If a contractor principal on a bond furnished to guarantee performance or payment on a construction contract and the claimant are parties to a written contract with a provision to submit to arbitration any controversy thereafter arising under the contract, or subject to arbitration as provided in 37-16-2(b), the arbitration provisions shall apply to the surety for all disputes involving questions of the claimant's right of recovery against the surety. Either the claimant, the contractor principal, or surety may demand arbitration in accordance with the written contract or as provided in 37-16-2(b) if applicable in one arbitration proceeding, provided that the provisions of 37-16-3 shall be applicable to any such demand for arbitration. The arbitration award shall decide all controversies subject to arbitration between the claimant, on the one hand, and the contractor principal and surety on the other hand, including all questions involving liability of the contractor principal and surety on the bond, but a claimant must file suit for recovery against the surety within the time limits set forth in 37-12-2 and 37-12-5. The arbitration shall be in accordance with this chapter and the court shall enter judgment thereon as provided therein.
- (b) The arbitrator or arbitrators, if more than one, shall make findings of fact as to the compliance with the requirements for recovery against the surety, and those findings of fact shall be a part of the award binding on all parties to the arbitration.



# TITLE 45

## CHAPTER 55 AWARD OF MUNICIPAL CONTRACTS

### SECTIONS

- 45-55-1 Legislative findings
- 45-55-2. Method of source selection
- 45-55-3. Purchasing agent - Appointment - Duties.
- 45-55-4. Definitions.
- 45-55-5. Competitive sealed bidding.
- 45-55-5.1. Business exempt.
- 45-55-5.2. Town of North Smithfield - Exemption.
- 45-55-6. Competitive negotiation.
- 45-55-7. Negotiations after unsuccessful competitive sealed bidding
- 45-55-8. Sole source procurement and emergency procurements.
- 45-55-8.1 Qualification based selection of architects and engineers.
- 45-55-9. Small purchases.
- 45-55-10. Cancellation of invitation for bids and requests for proposals.
- 45-55-11. Responsibilities of bidders and offerors
- 45-55-12. Prequalification of contractors - General.
- 45-55-13. Exclusion of state mandated costs.
- 45-55-13.1. Exclusion of multi-cities or towns insurance corporations and cooperative risk management programs.
- 45-55-13.2. Exclusion of multi-cities or towns energy aggregation programs.
- 45-55-13.3. [Exclusion of multi-school district combined purchasing consortia](#)
- 45-55-14. Staff consultants.
- 45-55-15. Severability.
- 45-55-16 Prohibition against the use of lead based paints.

#### **45-55-1. Legislative findings.**

It is hereby declared that a need exists to establish a uniform system for the award of contracts by municipalities, utilizing open cooperative bids.

#### **45-55-2. Method of source selection.**

Except as otherwise authorized by law, all municipal contracts shall be awarded by:

- (1) Competitive sealed bidding, pursuant to 45-55-5;
- (2) Competitive negotiations, pursuant to 45-55-6;
- (3) Non-competitive negotiations, pursuant to 45-55-7 and 45-55-8;
- (4) Small purchase procedures, pursuant to 45-55-9.
- (5) Qualification based selection (QBS) process for architects/engineers pursuant to 45-55-8.1

#### **45-55-3. Purchasing agent - Appointment - Duties.**

Within each city or town or quasi public agency there shall be designated a person or persons to act as purchasing officer to exercise the powers and duties as set forth in this chapter.

#### **45-55-4. Definitions.**

The words defined in this section have the following meanings whenever they appear in this chapter, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section, group of sections or provision.

(1) "Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity through which business is conducted.

(2) "Change order" means a written order signed by the purchasing agent, or contractor directing or allowing the contractor to make changes which the changes clause of the contract authorizes the purchasing agent or contractor to order without the consent of the contractor or purchasing agent.

(3) "Construction" means the process of building, altering, repairing, improving, or demolishing any public structures or building, or other public improvements of any kind to any public real property. It does not include the routine maintenance or repair of existing structures, buildings, or real property performed by salaried employees of the municipality in the usual course of their job.

(4) "Contract" means all types of agreements, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item. It includes awards; contracts of a fixed-price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders; leases; letter contracts, purchase orders, and construction management contracts. It also includes supplemental agreements with respect to any of the preceding. "Contract" does not include labor contracts with employees of the municipality.

(5) "Contract modification" means any written alteration in the specifications, delivery point, rate of delivery, contract period, price, quantity, or other contract provisions of any existing contract, whether accomplished by unilateral action in accordance with a contract provision, or by mutual action of the parties to the contract. It includes bilateral actions, as supplemental agreements, and unilateral actions, as change orders, administrative changes, notices of termination, and notices of the exercise of a contract option.

(6) "Contractor" means any person having a contract with a municipality.

(8) "Data" means recorded information, regardless of form or characteristic.

(8) "Designee" means a duly authorized representative of a person holding a superior position.

(9) "Employee" means an individual drawing a salary from a municipality, whether elected or not, and any nonsalaried individual performing personal services for any municipality.

(10) "May" means permissive.

(11) "Municipality" means the individual cities and towns of the state of Rhode Island.

(12) "Negotiation" means contracting by either of the methods described in §§ 45-55-6, 45-55-7, and 45-55-8.

(13) "Person" means any business, individual, organization, or group of individuals.

(14) "Procurement" means the purchasing, buying, renting, leasing, or otherwise obtaining of any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction item, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(15) "Purchasing officer" means the person designated in each municipality or quasi public agency pursuant to section 45-55-3.

(16) "Regulations" means rules and regulations adopted by the individual cities or towns, concerning the implementation of the provisions of this chapter.

(17) "Services" means the rendering, by a contractor, of its time and effort rather than the furnishing of a specific end product, other than reports which are merely incidental to the required performance of services. "Services" does not include labor contracts with employees of governmental agencies.

(18) "Shall" means imperative.

(19) "Supplemental agreement" means any contract modification which is accomplished by the mutual action of the parties.

(20) "Supplies" means all property, including, but not limited to, leases of real property, printing and insurance, except land or permanent interest in land.

#### **45-55-5. Competitive sealed bidding.**

(a) Contracts exceeding the amount provided by 45-55-9 shall be awarded by competitive bidding unless they are professional engineering/architectural services pursuant to 45-55-8.1 and it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is practicable shall include whether:

- (1) Specifications can be prepared that permit award on the basis of either the lowest qualified bid price or the lowest qualified evaluated bid price; and
  - (2) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.
- (b) The invitation for bids shall state whether award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective measurable criteria to be utilized shall be stated in the invitation for bids, if available.
- (c) Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date stated in the notice for the opening of bids. Notice may include publication in a newspaper of general circulation in the state as determined by the purchasing officer for the municipality not less than seven (7) days nor more than twenty-one (21) days before the date set for opening of the bids. The purchasing officer may make a written determination that the twenty-one (21) day limitation needs to be waived. The written determination shall state the reason why the twenty-one (21) day limitation is being waived and shall state the number of days, giving a minimum and maximum, before the date set for the opening of bids when public notice is to be given.
- (4) Bids shall be opened publicly in full view of the public at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and an abstract made available for public inspection. Subsequent to the awarding of the bid, all documents pertinent to the awarding of the bid shall be made available and open to public inspection and retained in the bid file.
- (5) The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price, or lowest evaluated or responsive bid price.
- (6) Correction or withdrawal of bids may be allowed only to the extent permitted by regulations issued by the purchasing officer.

#### **45-55-5.1. Business exempt.**

The North Kingstown Bus Contractors Association and the Scituate School Bus Owners Club shall be exempt from the provisions of this chapter.

#### **45-55-5.2. Town of North Smithfield - Exemption.**

The town of North Smithfield is exempt from the provisions of this chapter with regard to the contracting for fire and rescue services with the Primrose Volunteer Fire Department and/or North Smithfield Fire Department and/or their respective successors and assigns.

#### **45-55-6. Competitive negotiation.**

- (a) When, under regulations adopted by the city or town council, the purchasing agent determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in 45-55-8, 45-55-9, and 45-55-10 a contract may be awarded by competitive negotiation.
- (b) Adequate public notice of the request for proposals shall be given in the same manner as provided in 45-55-5(c).
- (c) Contracts may be competitively negotiated when it is determined, in writing, by the purchasing agent that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which:
  - (1) Each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
  - (2) The negotiated price is lower than the lowest rejected bid by any competitive bidder; and
  - (3) The negotiated price is the lowest negotiated price offered by a competitive offeror.
- (d) The request for proposals shall indicate the relative importance of price and other evaluation factors.
- (e) Award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the municipality taking into consideration price and the evaluation factors set forth in the request for proposals.
- (f) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined, in writing, to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:
  - (1) With respect to prices, where such prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or
  - (2) Where time of delivery or performance will not permit discussions; or
  - (3) Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

#### **45-55-7. Negotiations after unsuccessful competitive sealed bidding.**

- (a) In the event that all bids submitted pursuant to competitive sealed bidding under 45-55-5 result in bid prices in excess of the funds available for the purchase, and the purchasing officer determines in writing:
  - (1) That there are no additional funds available from any source so as to permit an award to the lowest responsive and responsible bidder, and
  - (2) The best interest of the municipality will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in 45-55-5, then a negotiated award may be made as stated in subsection (b) or (c) of this section.
- (b) Where there is more than one bidder, competitive negotiations pursuant to 45-55-6, shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing, to be the lowest responsive and responsible bidders to the competitive sealed bid invitation. Competitive negotiations shall be conducted under the following restrictions:
  - (1) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in the discussions; or

(2) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible offeror.

(c) When after competitive sealed bidding, it is determined in writing, that there is only one responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with 45-55-8.

#### **45-55-8. Sole source procurement and emergency procurements.**

(a) A contract may be awarded for a supply, service, or construction item without competition when, under published regulations, the purchasing officer determines, in writing, that there is only one source for the required supply, service, or construction item.

(b) Notwithstanding any other provision of this chapter, the purchasing agent may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions as defined in regulations or where the procurement will be in the best interest of the city as established by properly promulgated rules and regulations; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency, and for the selection of the particular contractor, shall be included in the contract file.

#### **45-55-8.1. Qualification based selection of architects and engineers.**

When the purchasing agent determines that the city or town needs the services of a professional architect or engineer, the purchasing agent shall follow the qualification based selection process for the procurement of architectural and engineering consulting services.

#### **45-55-9. Small purchases.**

Procurements, not to exceed an aggregate amount of ten thousand dollars (\$10,000) for construction and five thousand dollars (\$5,000) for all other purchases may be made in accordance with small purchase regulations promulgated by the municipality. These amounts shall be increased or decreased annually hereafter at the same rate as the Boston Regional Consumer Price Index. Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. A municipality may further reduce the aggregate purchase amount, as provided for in this section by ordinance.

#### **45-55-10. Cancellation of invitation for bids and requests for proposals.**

An invitation for bids, a request for proposals, or other solicitation may be canceled, or all bids or proposals rejected, if it is determined, in writing, that such action if taken is not in the best interest of the municipality and approved by the chief purchasing officer.

#### **45-55-11. Responsibilities of bidders and offerors.**

(1) A written determination of responsibility of a bidder or offeror shall be made and it shall be made in accordance with regulations issued by the municipality.

A reasonable inquiry to determine the responsibility of a bidder or offeror may be conducted. The failure of a bidder or offeror to promptly supply information in connection with a reasonable inquiry may be grounds for a determination of nonresponsibility with respect to a bidder or offeror.

(2) Except as otherwise provided, by law, information furnished by a bidder or offeror pursuant to this section may not be disclosed outside of the purchasing department administering the contract without prior written consent of the bidder or offeror.

#### **45-55-12. Prequalification of contractors - General.**

The municipality may provide for prequalification of suppliers as responsible prospective contractors for particular types of supplies, services, and construction. Municipalities which choose to provide for prequalification of suppliers shall adopt regulations for prequalification in the same manner provided for in the adoption of ordinances in the manner provided for in the legislative or home rule charter of the municipality. Solicitation

mailing lists of potential contractors of supplies, services, and construction shall include but need not be limited to prequalified contractors. Prequalification shall not foreclose a written determination:

- (1) Between the time of the bid opening or receipt of offers and the making of an award, that a prequalified supplier is not responsible; or
- (2) That a supplier who is not prequalified at the time of bid opening or receipt of offers is responsible.

**45-55-13. Exclusion of state mandated costs.**

The provisions of 45-13-7 through 45-13-10 do not apply to this section.

**45-55-13.1. Exclusion of multi-cities or towns insurance corporations and cooperative risk management programs.**

The provisions of this chapter shall not apply to entities organized pursuant to section 45-5-20.1. Those entities are exempt from all of the provisions of this chapter .

**45-55-13.2. Exclusion of multi-cities or towns energy aggregation programs.**

The provisions of this chapter do not apply to entities organized for the purpose of negotiating the purchase of electric power pursuant to § 39-3-1.1, or energy or energy related services. Those entities are exempt from all provisions of this chapter.

**45-55-13.3. Exclusion of multi-school district combined purchasing consortia**

The provisions of this chapter do not apply to purchases and contracts entered into by those consortia established pursuant to § 16-2-9.2, and such entities shall be exempt from all provisions of this chapter.

**45-55-14. Staff consultants.**

The procurement of the service of an attorney, physician or dentist by a municipality, is exempt from the provisions of this chapter.

**45-55-15. Severability.**

If any one or more sections, clauses, sentences or parts of this chapter are for any reason be adjudged unconstitutional or otherwise invalid in any court, that judgment shall not affect, impair or invalidate the remaining provisions of this chapter but shall be confined in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this chapter in any one or more instances or circumstances shall not be taken to affect or prejudice in any way its applicability or validity in any other instance.

**45-55-16. Prohibition against the use of lead based paints.**

When purchasing paint products or contracting or subcontracting for painting, construction, improvement, completion, or repair of any public buildings, public road, public bridge, or public construction, all municipalities, as defined by 45-55-4(11), shall be prohibited from the use of lead based paint.

Black

THIS PROJECT IS FUNDED BY THE



Navy Blue

# STATE REVOLVING FUND

JOINTLY ADMINISTERED BY THE

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**Rhode Island  
Infrastructure Bank**

**State of Rhode Island  
Department of Environmental  
Management**



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**Vahid Ownjazayeri**  
Board Chair



**Daniel J. McKee**  
Governor

Navy Blue

**Jeffrey R. Diehl**  
Executive Director and CEO

**Terrence D. Gray**  
Director - RIDEM

Navy Blue

*"Dedicated To Protecting And Preserving Our State's Most Important Resource... Clean Water"*

Grade

Navy Blue

Black

8' - 0"

4' - 0"

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THIS PROJECT IS FUNDED BY THE



# STATE REVOLVING FUND

JOINTLY ADMINISTERED BY THE

**Rhode Island  
Infrastructure Bank**



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Executive Director and CEO



**State of Rhode Island  
Department of Environmental  
Management**



**Daniel J. McKee**  
Governor

**Terrence D. Gray**  
Director - RI DEM

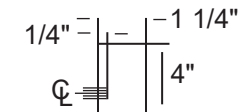
*"Dedicated To Protecting And Preserving Our State's Most Important Resource...Clean Water"*

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Provide adequate supports for sign as site conditions may require & keep sign a proper distance above prevailing grade to permit public viewing.

Sign to be extension type high density overlaid plywood or other approved material suitable for signs.

Grade





# Good Faith Efforts

## What is the Purpose of the Good Faith Efforts?

The Good Faith Efforts are methods employed by all EPA financial assistance agreement recipients to ensure that disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance funds.

## What Are the Good Faith Efforts?

- ❖ Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- ❖ Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- ❖ Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- ❖ Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- ❖ Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- ❖ If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

## What are the New Contract Administration Provisions?

When the DBE rule goes into effect, there are a number of new provisions designed to prevent unfair practices that adversely affect DBEs. Those provisions are as follows:

- ❖ A recipient must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- ❖ A recipient must be notified in writing by its prime contractor prior to any

termination of a DBE subcontractor for convenience by the prime contractor.

- ❖ If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the Six Good Faith Efforts if soliciting a replacement subcontractor.
- ❖ A recipient must require its prime contractor to employ the Six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.

### **What are the New Forms Associated With the New Contract Administration Provisions?**

EPA Form 6100-2 - DBE Program Subcontractor Participation Form. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have.

EPA Form 6100-3 - DBE Program Subcontractor Performance Form. This form captures an intended subcontractor's description of work to be performed for the prime contractor and the price of the work submitted to the prime.

EPA Form 6100-4 – DBE Program Subcontractor Utilization Form. This form captures the prime's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

<b>Form</b>	<b>Requirement</b>	<b>Provided By</b>	<b>Completed By</b>	<b>Submitted To</b>
EPA Form 6100-2	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	EPA DBE Coordinator
EPA Form 6100-3	Recipients required to have prime contractors provide form to Subcontractors	Prime Contractors	DBE Subcontractors	Recipients as part of bid or proposal package
EPA Form 6100-4	Recipients required to have prime contractors complete the form	Recipients	Prime Contractors	Recipients as part of bid or proposal package

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA <input type="checkbox"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

Please use the space below to report any concerns regarding the above EPA-funded project:

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<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



# DEBARMENT & SUSPENSION

## Executive Order 12549--Debarment and Suspension

**Source:** The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

**Section 1.** (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

**Sec. 2.** To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

**Sec. 3.** Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**Sec. 4.** There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

**Sec. 5.** The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

**Sec. 6.** The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

**Sec. 7.** The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

### **Implementation in the SRF Programs**

A company or individual who is debarred or suspended cannot participate in primary and lower-tiered covered transactions. These transactions include SRF loans and contracts and subcontracts awarded with SRF loan funds.

Under 40 C.F.R. 32.510, the SRF agency must submit a certification stating that it shall not knowingly enter into any transaction with a person who is proposed for debarment, suspended, declared ineligible, or voluntarily excluded from participation in the SRF program. This certification is reviewed by the EPA regional office before the capitalization grant is awarded.

A recipient of SRF assistance directly made available by capitalization grants must provide a certification that it will not knowingly enter into a contract with anyone who is ineligible under the regulations to participate in the project. Contractors on the project have to provide a similar certification prior to the award of a contract and subcontractors on the project have to provide the general contractor with the certification prior to the award of any subcontract.

In addition to actions taken under 40 C.F.R. Part 32, there are a wide range of other sanctions that can render a party ineligible to participate in the SRF program. Lists of debarred, suspended and otherwise ineligible parties are maintained by the General Services Administration and should be checked by the SRF agency and all recipients of funds directly made available by capitalization grants to ensure the accuracy of certifications.

### **Additional References**

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his / her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application / proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

\_\_\_\_\_  
Name and Title of Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.

All Clean Water State Revolving Fund (CWSRF) funded projects must comply with the requirements of the Build America, Buy America Act (included within the 2021 Infrastructure Investment and Jobs Act, aka the Bipartisan Infrastructure Law). The BABA requirement applies to all of the iron, steel, manufactured products, and construction materials used in the project, which must be produced in the United States. The effective date of implementation is May 14, 2022.

Information on the BABA requirements can be found here:

<https://www.epa.gov/cwsrf/build-america-buy-america-baba>

The Infrastructure Investment and Jobs Act can be found here:

<https://www.congress.gov/117/plaws/publ58/PLAW-117publ58.pdf>

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### **Example Build America, Buy America (BABA) Act Construction Contract Language**

ALL CONSTRUCTION CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE BABA REQUIREMENTS. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN A PROJECT'S CONSTRUCTION CONTRACT. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the \_\_\_\_\_ (the “Funding Authority”) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.