

# **CITY OF PAWTUCKET**

## **REQUEST FOR PROPOSALS**



**RFP #25-036**

**Slater Park North Parking Lot Improvements**

**July 3, 2025**

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## 1.0 - Bid/Solicitation Information

### Schedule

Pre-Bid/Proposal Conference: ☐ No ☒ Yes

**July 22, 2025 @ 11:00 AM**

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

Location:

Slater Memorial Park North Parking Lot  
Sally Road  
Pawtucket, RI 02860

*Requests for Further Information:*

**August 5, 2025 @ 4:00 PM**

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

Emily Morse, GIS Coordinator/Project Manager (City of Pawtucket)

E-mail: [emorse@pawtucketri.gov](mailto:emorse@pawtucketri.gov)

**AND**

Amy Johnson, Project Manager (Fuss & O'Neill)

E-mail: [amy.johnson@fando.com](mailto:amy.johnson@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 by **August 7, 2025 at 5pm.**

*RFP Submission Deadline:*

**August 14, 2025 at 12:00 PM**

**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 August 14, 2025 at 4:00 PM during a scheduled Purchasing Board meeting in City Council Chambers, 100 Freight Street, Pawtucket, RI***

### **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 City of Pawtucket reserves 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 City of Pawtucket may, at its 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 City of Pawtucket assumes 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 City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has 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 (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 furnish 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 City of Pawtucket is seeking construction services to improve drainage in the North Parking Lot in Slater Park. The City has proposed the reduction in impermeable surfaces (i.e., asphalt parking lot) and implementation of stormwater green infrastructure improvements to treat stormwater runoff generated at the North Parking Lot along Sally Road within Slater Memorial Park, adjacent to the Ten Mile River.

This project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that fifteen percent (15%) of the dollar value of work performed on the project be performed by minority business enterprises.

### **3.2 Project Background**

The purpose of this project is to reconstruct the North Parking Lot along Sally Road to incorporate stormwater green infrastructure design. The grassed picnic area adjacent to the parking lot is subject to flooding, and there is currently no treatment for runoff from the Site that is discharged directly to the Ten Mile River through a closed conduit drainage network. Using stormwater green infrastructure, this project will treat currently untreated stormwater runoff from Sally Road and the North Parking Lot to improve water quality of runoff discharged to the Ten Mile River, which is impaired.

### **3.3 Funding Source**

This project will be funded by an OSG Grant through the Rhode Island Infrastructure Bank & the EPA.

## **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 G. In general terms, the location of the Project can be described as follows:

- The site is located on Sally Road and 588ft southeast of the intersection of Looff Ave and Sally Road with the latitude and longitudinal coordinates of 41.869181, -71.343430 and;
- Portions of the following properties:
  - Assessor’s Plat (A.P.) 30, Lots 3

### **4.2 General Requirements**

#### **4.2.1 Project Schedule**

- Bids Due and Opening Date: 8/14/25 (refer to noted submission times in this RFP)
- Project Award: 9/1/2025
- Project Begins: 9/15/2025
- Substantial Completion: 11/15/2025
- Final Completion: 12/01/2025

#### **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**

UNIT PRICES: 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 price submitted for items requiring a lump sum Bid shall also include all overhead and profit and represents the total Bid. Any Bid not conforming to this requirement may be rejected as unresponsive. 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.

#### **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.

#### **4.2.5 Payment Requisitions**

The Contractor shall prepare draft requisitions for payment for the Owner'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.

#### **4.3 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.

In general terms, the Project includes, but is not limited to, the construction activities provided in the project plan set on Sheet CN-001 and as described below.

The Slater Park North Parking Lot Improvements Project shall include:

1. The demolition of existing site features to include, but not limited to, removing pavement, strip and stockpile topsoil, and tree removal and grubbing as detailed in the contract documents.
2. Installation and maintenance of erosion controls.
3. Installation of parking lot and walkways, crosswalks, detectable warning panels, curbing, pavement markings, signage, and trees, as detailed in the contract documents.
4. Various site improvements including landscaping, walkways, grading, loam and seeding, and all other requirements, as detailed in the contract documents.
5. Installation of sediment forebay, paved waterways, bioretention basin, drain basins with grates and frames, pipes, underdrain, cleanouts, drain manhole cover, doghouse manhole, and flared end sections.
6. The restoration of landscaping with loam and seed and any items damaged or destroyed by encroaching upon areas outside the Project Site.
7. All other work indicated on the contract plans and/or specifications.

## **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 into with the City of Pawtucket, 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 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.

The vendor shall maintain and keep in force such 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.

## **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, 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 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 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 property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket 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 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 City of Pawtucket shall include the City of Pawtucket, 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 City of Pawtucket; 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 City of Pawtucket and that any insurance, self-insurance or self-retention maintained by the City of Pawtucket 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 City of Pawtucket.

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

The City of Pawtucket's Purchasing Agent reserves 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, **“Slater Park North Parking Lot Improvements, Bid 25-036”**, 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 City of Pawtucket, 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) and one digital combined copy on flash drive or similar format—must be submitted at the time of submission. Proposals must be in the following format

- Bid Form (Section 11 *“ENTIRE SECTION”*)

- Anti-Kickback Acknowledgment (Appendix A)

- Company overview

- Length of time your firm has been in business

- Length of time at current address

- 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 City of Pawtucket assumes 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 City of Pawtucket reserves 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 City reserves 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 City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) 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%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires 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 City.

For purposes of evaluating the bid, The City will use the price referenced above in Evaluation Criteria as the price noted in Section 11 Bid Form, which will be the base bid plus ALL alternates if any, and allowances. The City will select alternates as the budget allows.

## **10.0 - Miscellaneous**

- Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket 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 City is 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 City is 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 City of Pawtucket reserves 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 City of Pawtucket reserves 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 City reserves the right to pay the selected Vendor via credit card at its sole discretion.

## 11.0 – Bid Form

### BID #25-036 – Slater Park North Parking Lot Improvements

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

Name and remittance address that will  
appear on invoices:

Physical address of business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 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.

\_\_\_\_\_  
\_\_\_\_\_

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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Have the City of Pawtucket 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 City of Pawtucket and/or the State of Rhode Island during its performance?

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

Have you or your firm been involved in litigation against the City of Pawtucket 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 City of Pawtucket 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 City of Pawtucket, 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 #25-036 – Slater Park North Parking Lot Improvements**

**1.00 OFFER:**

- A. Having examined project #25-036, the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Fuss & O'Neill (Engineer for the above mentioned project) and the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, **(BID #25-036– Slater Park North Parking Lot 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 (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 fifteen percent (15%) 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, which includes 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 Unit Price Bid Items are provided and Add/Deduct Unit Bid Items. This lump sum price shall not include Unit Price Bid Items and Alternative Add/Deduct Unit Bid 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 (Lump Sum, Item F)**

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

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

We have included herewith, the unit price bid item form, bid alternates information, and the required security deposit or Bid Bond as required by the Instruction to Bidders.

- G. 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.
  - a. 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.
  - b. 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.

- c. 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.

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.

BID ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT BID PRICE	TOTAL COST
UP-1	TREE REMOVAL	EA	7	_____ Dollars and _____ Cents \$ _____	_____ Dollars and _____ Cents \$ _____
UP-2	BITUMINOUS CONCRETE PAVEMENT	SY	1,640	_____ Dollars and _____ Cents \$ _____	_____ Dollars and _____ Cents \$ _____
UP-3	TREE INSTALLATION	EA	6	_____ Dollars and _____ Cents \$ _____	_____ Dollars and _____ Cents \$ _____
UP-4	TURF ESTABLISHMENT	SY	1,675	_____ Dollars and _____ Cents \$ _____	_____ Dollars and _____ Cents \$ _____
UP-5	REMOVAL OF UNSUITABLE MATERIAL	CY	20	_____ Dollars and _____ Cents \$ _____	_____ Dollars and _____ Cents \$ _____

**Total of Unit Price Items UP-1 – UP-5 (Item G)**

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

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

- H. Total Contract Bid Price: The Total Contract Bid Price shall be the total of the Contract Base Bid Price (Item F) in addition to the Unit Price Bid Items (Item G) at the estimated quantities. (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 Total of Items F & G):**

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

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

### 1.01 BID ALTERNATES:

Alternates as quoted are for provision of unit price adjustments to the Base Bid prior to Contract Award. The Bidder shall indicate in the appropriate field whether the Alternate results in an ADD or DEDUCT to the Base Bid unit price. The Alternate ADD or DEDUCT indicated will adjust the Base Bid unit price by the stated amount, not replace the Base Bid unit price, provided that the Alternate is selected by the Owner.

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.

#### **ALTERNATE BID 1 – PRE-CAST CONCRETE DRAIN BASINS**

Alternate #1 shall be the ADDITION of pre-cast concrete drain basins as shown on Sheet CG-101 and the DEDUCTION of plastic drain basins as detailed on Sheet CD-503 of the Contract Plans.

A. Measurement

1. Measurement for payment shall be per each pre-cast concrete drain basin installed in place.

B. Payment

1. This price and payment shall be full compensation for Work includes procurement of structures (5 EA), installation of drain basins in locations and at elevations indicated, backfill and compact materials, install frame and grates, furnish field connections with polymer grout material that is capable of adhering to surfaces, and seal joints such that they are watertight connections.

ADD \$ \_\_\_\_\_

ADD AMOUNT (words) \_\_\_\_\_

#### **ALTERNATE BID 2 – 4" CONCRETE WALKWAY**

Alternate #2 shall be the ADDITION of unreinforced 4" cement concrete sidewalk in accordance with RIDOT Standard Detail 43.1.0, RIDOT Standard Specification Section 905 and as shown on the Sheet CS-101 of the Contract Plans to replace the bituminous sidewalk. Alternate # shall also include the DEDUCTION of the bituminous sidewalk shown at this location.

A. Measurement

1. Measurement for payment shall be per cubic yard of concrete walkway installed in place.

B. Payment

1. This price and payment shall be full compensation for Work including preparation of gravel base, formwork, placement of Class A Portland cement concrete in accordance with Section 905, construction and expansion joints, broom finish, and placement of detectable warning system panels in fresh concrete.

ADD \$ \_\_\_\_\_

ADD AMOUNT (words) \_\_\_\_\_

### ALTERNATE BID 3 – VERTICAL GRANITE CURB

Alternate #2 shall be the ADDITION of vertical granite curb with a 6” reveal and 3’ transition curb sections and the DEDUCTION of bituminous concrete lip curb and transition bituminous around the sediment forebay island and interior parking lot landscaped islands only. Curbing along Sally Road shall remain bituminous concrete lip curb.

C. Measurement

1. Measurement for payment shall be per linear foot of vertical granite curb installed in place.

D. Payment

1. This price and payment shall be full compensation for Work including procurement and installation of vertical face granite curb conforming to Section M.09.01 of the RIDOT Standard Specifications having an 18-inch depth in the location and elevations shown on Sheet CG-101 of the Contract Plans and constructed in accordance with RIDOT Standard Details 7.3.0 and 7.3.1.

**ADD \$** \_\_\_\_\_

**ADD AMOUNT (words)** \_\_\_\_\_

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 City of Pawtucket reserves 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)

<< >><< >>

<< >>

### 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.

## **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 number of 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 Fire Department 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 City of Pawtucket.

#### 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.



## **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.



## 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/section-8). 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.

General Waiver Type	Purpose	Effective Dates
	<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="#"><i>“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”</i></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.

Iron or Steel		
CPD Program	BAP Effective Date	Implementation Examples
<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.
<b>ESG, CoC, HOPWA, SHOP, VHRMP, CPF/EDI, Section 4, Rural Capacity Building, Pro Housing, PRICE, PSH, and NOFOs</b>	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>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>
<b>HOME &amp; HTF</b>	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.	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.

Materials Other Than Iron or Steel		
	CDBG & RHP Programs	All Other Covered CPD Programs
<b>Specifically Listed Construction Materials (Non-Ferrous Metals, Lumber, Composite Building Materials, Plastic and Polymer Based Pipe and Tube)</b>	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.	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.
<b>Not Listed Construction Materials</b>	The BAP will apply to FY2025 and subsequent CDBG and RHP awards used to purchase not listed construction materials for infrastructure projects.	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.
<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.

## 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:
  - o the product was manufactured in the United States; and
  - o 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.

## 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 City of Pawtucket who exercises 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 City of Pawtucket who exercises 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

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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 37-2-2 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.

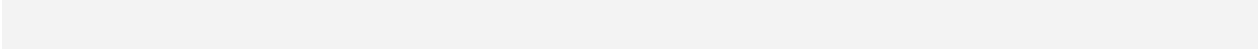
35. CONTRACTOR'S OBLIGATIONS

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**

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.

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:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. 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.</li></ul>
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:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. 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.</li></ul>

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
1	03/07/2025
2	03/14/2025
3	05/16/2025
4	06/13/2025

ASBE0006-006 09/01/2024

Rates	Fringes
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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 01/01/2025

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

BRRI0003-001 06/01/2022

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

BRRI0003-002 09/01/2022

Rates	Fringes
-------	---------

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

BRRI0003-003 09/01/2022

Rates	Fringes
-------	---------

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

CARP0330-001 06/03/2024

Rates	Fringes
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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 01/06/2025

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

-----  
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 01/01/2025

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

FOOTNOTES:

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

b. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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ENGI0057-001 12/01/2024

	Rates	Fringes
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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 06/01/2025

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 49.57	29.50
GROUP 2.....	\$ 47.57	29.50
GROUP 3.....	\$ 47.35	29.50
GROUP 4.....	\$ 43.35	29.50
GROUP 5.....	\$ 40.50	29.50
GROUP 6.....	\$ 46.65	29.50
GROUP 7.....	\$ 46.65	29.50
GROUP 8.....	\$ 43.54	29.50

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 05/01/2025

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 45.45	29.70
GROUP 2.....	\$ 43.45	29.70
GROUP 3.....	\$ 38.15	29.70
GROUP 4.....	\$ 24.75	29.70
GROUP 5.....	\$ 32.15	29.70
GROUP 6.....	\$ 38.73	29.70
GROUP 7.....	\$ 42.43	29.70
GROUP 8.....	\$ 37.70	29.70

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 03/16/2025

	Rates	Fringes
IRONWORKER.....	\$ 42.58	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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## 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

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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

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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.

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PAIN0011-011 06/01/2024

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

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PAIN0035-008 06/01/2011

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

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PLAS0040-001 01/01/2025

BUILDING CONSTRUCTION

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

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

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PLAS0040-002 01/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

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

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PLAS0040-003 01/01/2025

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

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PLUM0051-002 08/26/2024

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 52.49	33.60

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ROOF0033-004 12/01/2024

	Rates	Fringes
ROOFER.....	\$ 45.77	31.01

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SFRI0669-001 01/01/2025

	Rates	Fringes
SPRINKLER FITTER.....	\$ 49.98	33.44

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SHEE0017-002 12/01/2024

	Rates	Fringes
Sheet Metal Worker.....	\$ 43.69	41.14

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\* TEAM0251-001 05/01/2025

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 31.86	34.51+a+b
GROUP 2.....	\$ 32.01	34.51+a+b
GROUP 3.....	\$ 32.06	34.51+a+b
GROUP 4.....	\$ 32.11	34.51+a+b
GROUP 5.....	\$ 32.21	34.51+a+b
GROUP 6.....	\$ 32.61	34.51+a+b
GROUP 7.....	\$ 32.81	34.51+a+b
GROUP 8.....	\$ 32.31	34.51+a+b
GROUP 9.....	\$ 32.56	34.51+a+b
GROUP 10.....	\$ 32.36	34.51+a+b

FOOTNOTES:

A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.

B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400)

hours worked, up to a maximum of five hundred dollars (\$500.00)

All drivers working on a defined hazard material job site shall be paid a premium of \$2.00 per hour over applicable rate.

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Pick-up trucks, station wagons, & panel trucks

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)

GROUP 8: Special earth-moving equipment, under 35 tons

GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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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.

## ----- 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.

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END OF GENERAL DECISION"



## **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**

### **City of Pawtucket 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 ##th day of ####, 2015 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 (hereinafter the "City") and VENDOR, a 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:

- Exhibit 1 – RFP #####;
- Exhibit 2 – Rhode Island Department of Labor and Training Municipal Contract Addendum;

and all addenda issued and any resulting negotiations, and the RFP response received by the City from the Consultant.

#### **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:

Andrew Silvia, PE, Chief of Project Development  
250 Armistice Boulevard  
Pawtucket, RI 02860

If to the Consultant:

#####

**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 consulting services located in the City of Pawtucket, 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 (VENDOR)**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**CITY OF PAWTUCKET**

\_\_\_\_\_  
WITNESS

Subscribed and sworn to before me in the \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires:

**EXHIBIT 1:**

**RFP #####**

SAMPLE

**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

Plan Issued for Bid



# SLATER PARK NORTH PARKING LOT IMPROVEMENTS

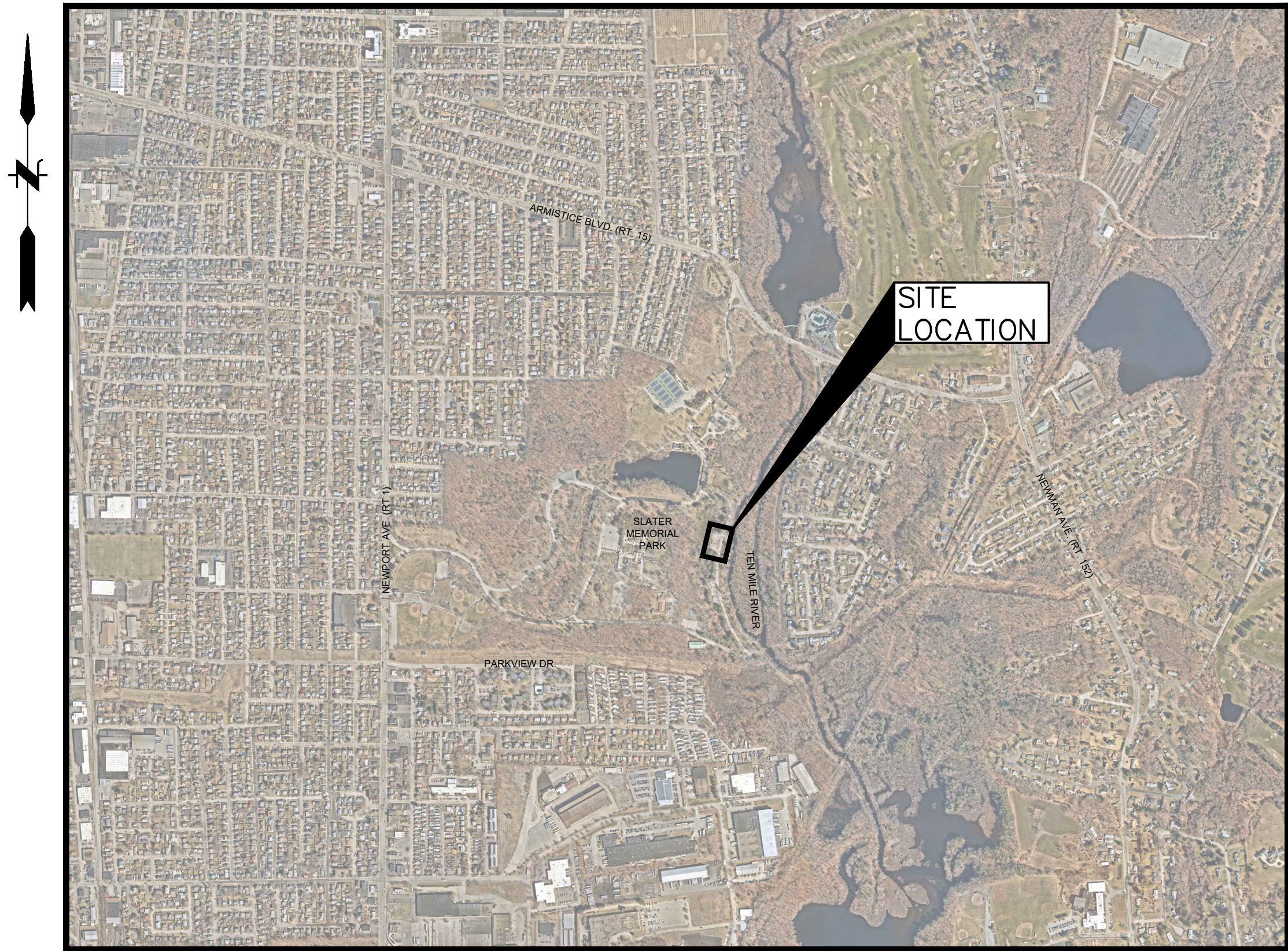
SLATER MEMORIAL PARK · SALLY ROAD · PAWTUCKET · RHODE ISLAND

## BIDDING DOCUMENTS

JULY 1, 2025

### SHEET INDEX

Sheet no.	Sheet Title
GI-001	COVER SHEET
CN-001	GENERAL NOTES AND LEGEND EXISTING CONDITIONS PLAN
CP-101	SITE PREPARATION PLAN
CG-101	GRADING AND DRAINAGE PLAN
CS-101	SITE PLAN
LA-101	RESTORATION PLANTING PLAN
CD-501 - CD-504	DETAILS



LOCATION MAP  
SCALE: 1" = 1,000'

PREPARED BY

**FUSS &  
O'NEILL**

317 IRON HORSE WAY, SUITE 204  
PROVIDENCE, RI 02908  
401.861.3070  
www.fando.com

PREPARED FOR

**CITY OF PAWTUCKET**

DEPARTMENT OF PLANNING & REDEVELOPMENT  
137 ROOSEVELT AVENUE  
PAWTUCKET, RI 02860



PROJ. No.: 20221011.A20  
DATE: JULY 1, 2025

GI-001



SYMBOLS AND LEGENDS OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SHOWN ON THE DRAWINGS TO SCALE OR TO THEIR ACTUAL DIMENSION OR LOCATION. COORDINATE DETAIL SHEET DIMENSIONS, MANUFACTURERS' LITERATURE, SHOP DRAWINGS, AND FIELD MEASUREMENTS OF SUPPLIED PRODUCTS FOR LAYOUT OF THE PROJECT FEATURES.

GENERAL APPROX	
BIT	BITUMINOUS PAVEMENT
BW	BOTTOM OF WALL
CC	CONCRETE CURB
CCB	CAPE CODE BERM
ELEV	ELEVATION
EXIST	EXISTING
GC	GRANITE CURB
MAX	MAXIMUM
MIN	MINIMUM
NOT	NOT TO SCALE
PCC	PRECAST CONCRETE CURB
PROP	PROPOSED
R&D	REMOVE AND DISPOSE
R&R	REMOVE AND RESET
R&S	REMOVE AND STACK
TOS	TOP OF SLOPE
TW	TOP OF WALL
TYP	TYPICAL
VGC	VERTICAL GRANITE CURB

UTILITY	
CB	CATCH BASIN
CMP	CORRUGATED METAL PIPE
CPP	CORRUGATED POLYETHYLENE PIPE
DCB	DOUBLE CATCH BASIN
DI	DUCTILE IRON PIPE
F&G	FRAME AND GRATE
F&C	FRAME AND COVER
HDPE	HIGH DENSITY POLYETHYLENE
HYD	HYDRAUNT
	INVERT ELEVATION
PVC	POLYVINYL CHLORIDE PIPE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
SMH	SEWER MANHOLE
TSV	TAPPING SLEEVE, VALVE AND BOX
UP	UTILITY POLE

REFERENCES:

- A. THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2022 EDITION, REVISIONS AND ALL CURRENT ADDENDA, ARE MADE A PART HEREOF, AS IF ATTACHED HERETO. ALL REFERENCES TO "STATE STANDARD SPECIFICATIONS" SHALL REFER TO THE LATEST EDITION OF THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- B. THE STATE OF RHODE ISLAND STANDARD DETAILS, 2022 EDITION, AND ALL CURRENT REVISIONS, ARE MADE A PART HEREOF, AS IF ATTACHED HERETO. ALL REFERENCES TO "STATE STANDARD DETAILS" OR "R.I. STD. ###" SHALL REFER TO THE LATEST EDITION OF THE STATE OF RHODE ISLANDS STANDARD DETAILS.
- C. THE STATE OF RHODE ISLAND SOIL EROSION AND SEDIMENT CONTROL HANDBOOK, 2016 EDITION, REVISIONS AND ALL CURRENT ADDENDA, ARE MADE A PART HEREOF, AS IF ATTACHED HERETO. ALL REFERENCES TO "SOIL EROSION AND SEDIMENT CONTROL HANDBOOK" SHALL REFER TO THE LATEST EDITION OF THE STATE OF RHODE ISLAND SOIL EROSION AND SEDIMENT CONTROL HANDBOOK.
- D. THE SITE-SPECIFIC SOIL EROSION AND SEDIMENT CONTROL REPORT (SESC REPORT) PREPARED BY FUSS & O'NEILL, INC., DATED AUGUST 30, 2024, IS MADE A PART HEREOF, AS IF ATTACHED HERETO.
- E. THE SITE-SPECIFIC LONG TERM OPERATIONS AND MAINTENANCE REPORT (O&M REPORT) PREPARED BY FUSS & O'NEILL, INC., DATED AUGUST 30, 2024, IS MADE A PART HEREOF, AS IF ATTACHED HERETO.

2. EXISTING CONDITIONS:

- A. SURVEY: PROPERTY BOUNDARY AND TOPOGRAPHICAL INFORMATION WERE OBTAINED FROM A PLAN TITLED EXISTING CONDITIONS PLAN FOR SLATER PARK, CITY OF PAWTUCKET, SALLY ROAD, BY PRINCEPI COMPANY, INC., DATED 3/19/2024.
- B. FLOOD ZONE: A PORTION OF THE SUBJECT SITE LIES WITHIN ZONE AE, AN AREA OF MINIMAL FLOOD HAZARD, FROM THE RECENT ANNUAL-CHANCE FLOOD EVENT, PER FLOOD INSURANCE RATE MAP (FIRM) PROVIDENCE COUNTY PANEL NO. 44007C0327H, REVISED OCTOBER 2, 2015.
- C. UTILITIES: THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ARE APPROXIMATE ONLY AND HAVE NOT YET BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE.

3. MATERIAL:

- A. CURBING: CURBING SHALL BE CONCRETE LIP CURB (R.I. STD. 7.5.0).
- B. BITUMINOUS CONCRETE PAVEMENT: BITUMINOUS PAVEMENTS SHALL MEET REQUIREMENTS OF PART 400 OF THE STATE STANDARD SPECIFICATIONS.
- C. LANDSCAPE AREAS: ALL SURFACED AREAS OR DISTURBED AREAS NOT SPECIFIED ON THE PLANS SHALL RECEIVE 6 INCHES OF TOPSOIL, SEED, MULCH, AND BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
- D. SIGNAGE: ALL SIGNAGE SHALL MEET MUTCD REQUIREMENTS AND COMPLY WITH STANDARDS IN RIDOT SECTIONS T15 AND M16.

1. DISCHARGES FROM CONSTRUCTION SITE ARE REGULATED BY THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT RHODE ISLAND POLLUTANT DISCHARGE SYSTEM ELIMINATION (RIDPES) PROGRAM. THE PROJECT SHALL COMPLY WITH THE CONDITIONS OF THE RIDPES GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION SITE RUNOFF, AND THE CITY OF PAWTUCKET CODE OF ORDINANCES, CHAPTER V ARTICLE VII "SOIL EROSION AND SEDIMENT CONTROL".
2. VERIFY THE PROPOSED LAYOUT WITH ITS RELATIONSHIP TO THE EXISTING SITE SURVEY AND CONFIRM ALL DIMENSIONS, SITE CONDITIONS, AND MATERIAL SPECIFICATIONS ARE CONSISTENT. NOTIFY THE OWNER AND ENGINEER IN WRITING OF ANY ERRORS, OMISSIONS OR DISCREPANCIES BEFORE COMMENCING OR PROCEEDING WITH WORK.
3. OBTAIN ALL NECESSARY PERMITS, INSPECTIONS, BONDS, ETC. AND OTHER APPROVAL RELATED ITEMS WITH THE LOCAL AND STATE MUNICIPALITIES. APPLICATION FEES SHALL BE PAID BY OWNER. NO CONSTRUCTION SHALL COMMENCE UNTIL SUCH PERMITS HAVE BEEN SECURED AND THE CONTRACTOR HAS SUPPLIED THE REQUIRED NOTICES.
4. METHODS AND MATERIALS USED IN THE CONSTRUCTION OF IMPROVEMENTS FOR THIS PROJECT SHALL CONFORM TO THE CURRENT CONSTRUCTION STANDARDS AND SPECIFICATIONS OF THE LOCAL MUNICIPALITY AND THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION.
5. DEVIATIONS OR CHANGES FROM THESE PLANS WILL NOT BE ALLOWED UNLESS APPROVED BY THE ENGINEER/OWNER.
6. CONTACT 'DIG SAFE' AT 1-888-344-7233, 72 HOURS PRIOR, EXCLUDING WEEKENDS AND HOLIDAYS, TO ANY EXCAVATION PERFORMED ON SITE.
7. THE EXISTENCE AND/OR LOCATION OF UTILITIES SHOWN ON THESE PLANS MAY BE ONLY APPROXIMATELY CORRECT. MAKE EXPLORATORY EXCAVATIONS AND LOCATE ANY EXISTING UTILITIES AND NOTIFY OWNER/ENGINEER OF ANY DISCREPANCIES FROM CONTRACT DOCUMENTS. THE OWNER SHALL BE NOTIFIED AS TO THE RELOCATIONS REQUIRED PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN HEREON AND ANY OTHER EXISTING UTILITIES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING, AT HIS/HER EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
8. AN APPROVED SET OF PLANS, SIGNED SOIL EROSION AND SEDIMENT CONTROL PLAN (AKA STORMWATER POLLUTION PREVENTION PLAN), AND ALL APPLICABLE PERMITS MUST BE AVAILABLE AT THE CONSTRUCTION SITE AT ALL TIMES.
9. THE CONTRACTOR IS RESPONSIBLE FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
10. IDENTIFY TREES TO BE REMOVED PRIOR TO CONSTRUCTION AND MARK THEM WITH CONSTRUCTION TAPE FOR REVIEW BY THE OWNER/ENGINEER. TREES AND OTHER EXISTING VEGETATION SHALL BE RETAINED WHEREVER FEASIBLE. DO NOT REMOVE TREES UNTIL REVIEWED AND APPROVED BY THE OWNER/ENGINEER.
11. PROVIDE PROPER TRANSITIONS BETWEEN EXISTING AND PROPOSED SITE IMPROVEMENTS.
12. RESTORE HARDSCAPE IMPROVEMENTS WITH MATCHING MATERIALS (I.E. ANY PAVEMENT, WALKS, CURBS, ETC.) THAT MUST BE CUT OR THAT ARE DAMAGED DURING CONSTRUCTION.
13. RESTORE DISTURBED LANDSCAPE AREAS TO ORIGINAL CONDITION (I.E. SEEDED, SODDED, PLANTED) UNLESS OTHERWISE DIRECTED WITHIN CONTRACT DOCUMENTS.
14. ADJUST UTILITY COVERS, GRATES, AND HAND HOLES TO FINISH GRADE.
15. ALL EXCESS EXCAVATED MATERIALS, EXCESS FILL, EXCESS CONSTRUCTION MATERIALS, DEBRIS, AND WASTE SHALL BE REMOVED FROM THE SITE AND SHALL BE DISPOSED OF IN ACCORDANCE WITH APPLICABLE LAWS.
16. DO NOT CLOSE OR OBSTRUCT ROADWAYS, SIDEWALKS, FIRE HYDRANTS, AND UTILITIES WITHOUT APPROPRIATE PERMITS.
17. WORK IS RESTRICTED TO THE HOURS OF 7 AM TO 5 PM ON MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS, UNLESS OTHERWISE APPROVED BY THE OWNER.

CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT ARE EXPECTED TO COMMENCE IN SUMMER 2025 AND WILL BE COMPLETED BY SUMMER 2025. THE GENERAL SEQUENCE FOR EACH PHASE OF CONSTRUCTION IS AS FOLLOWS:

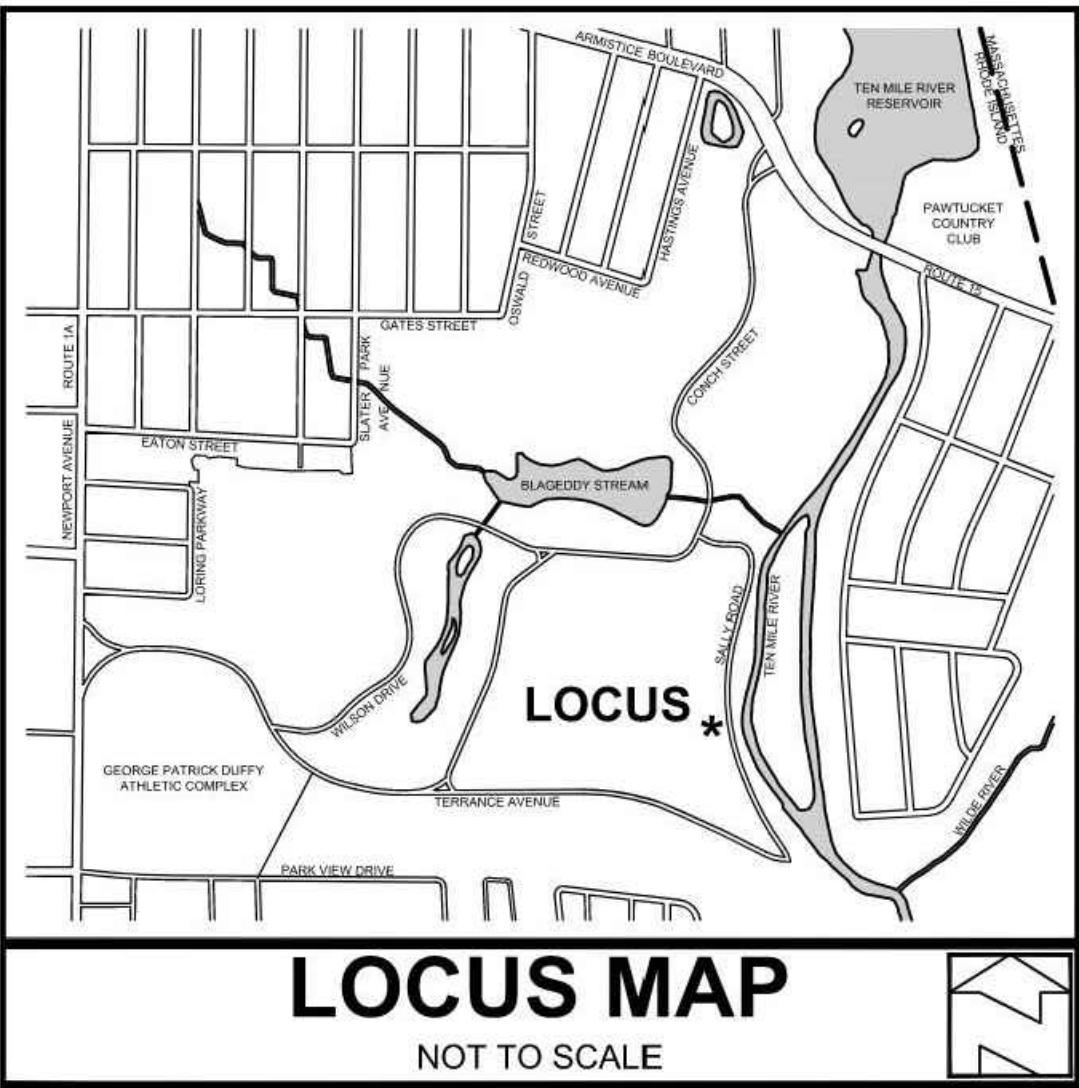
1. INSTALL PERIMETER SEDIMENT CONTROL BARRIERS, EROSION CONTROL AND PROPOSED CONSTRUCTION ACCESS. SEDIMENT EROSION CONTROL MEASURES WILL BE MAINTAINED OR REPLACED AS REQUIRED THROUGHOUT CONSTRUCTION PERIOD. ANY TEMPORARY SOIL STOCKPILE AREAS DURING CONSTRUCTION WILL ALSO BE ENCOMPASSED BY PERIMETER CONTROLS.
2. CLEAR THE SITE AND REMOVE TREES. REMOVE AND STOCKPILE SIGNS.
3. SAWCUT, REMOVE AND DISPOSE PAVEMENT. CONDUCT ROUGH GRADING OF PARKING LOT RECONSTRUCTION, BIORETENTION BASINS, AND SEDIMENT FOREBAY AND STOCKPILE EXCESS SOILS FOR REMOVAL OR REUSE.
4. ESTABLISH AND MAINTAIN Dewatering OPERATIONS, IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS, FOR EXCAVATIONS OF SEDIMENT FOREBAY AND BIORETENTION BASINS, AS NEEDED.
5. INSTALL DOGHOUSE DRAINAGE MANHOLE AND DRAIN BASINS FOR BIORETENTION BASINS AND SEDIMENT FOREBAYS. INSTALL DRAINAGE PIPE WITH KOR-N-SEAL FITTING AND DRAINAGE PIPE WITHIN TRENCH UNDER SALLY ROAD.
6. COMPACT SUBGRADE IN PARKING LOT AND INSTALL SUPPLEMENTAL GRAVEL BORROW IN ALL AREAS TO BE PAVED.
7. INSTALL PROPOSED CURBING.
8. INSTALL BASE AND BINDER COURSES FOR ALL PAVED AREAS.

1. FOLLOW THE SITE-SPECIFIC SECC PLAN, SITE PREPARATION PLAN, EROSION AND SEDIMENT CONTROL SPECIFICATION, AS WELL AS RHODE ISLAND SOIL EROSION AND SEDIMENT CONTROL HANDBOOK IN CONDUCTING THE EROSION AND SEDIMENT CONTROL MEASURES ON THE PLAN. ALL EROSION AND SEDIMENT CONTROL MEASURES OR WORKS OR REHABILITATION MEASURES MUST CONFORM TO OR EXCEED THESE REQUIREMENTS.
2. THE TIMELY INSTALLATION, INSPECTION, AND MAINTENANCE/REPLACEMENT OF SEDIMENT AND EROSION CONTROL DEVICES TO ENSURE PROPER OPERATION AND PERMIT COMPLIANCE IS THE RESPONSIBILITY OF THE CONTRACTOR UNTIL CONSTRUCTION OF THE PROJECT IS COMPLETE AND ACCEPTED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE THEREAFTER. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL CONTINUE TO BE MAINTAINED IN EFFECTIVE CONDITION UNTIL SITE STABILIZATION.
3. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES, INSTALL ALL EROSION AND SEDIMENT CONTROL DEVICES AS SHOWN ON THE PLAN, OR AS DIRECTED BY THE RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND LOCAL MUNICIPALITY, OR AS MAY BE REQUIRED TO PREVENT SEDIMENT FLOW TO STORM DRAINS OR SURFACE WATERS.
4. A SITE-SPECIFIC SOIL EROSION AND SEDIMENT CONTROL PLAN (SECC PLAN) HAS BEEN PREPARED. THE SECC PLAN MUST BE REVIEWED AND SIGNED BY THE OWNER, OPERATOR (I.E. CONTRACTOR), AND CONTRACTOR'S DESIGNATED SECC INSPECTOR. A HARD-COPY OF THE SIGNED SECC PLAN, INCLUDING ALL INSPECTION REPORTS, CORRECTIVE ACTION LOGS, AND ADDENDA, MUST BE KEPT ON SITE AT ALL TIMES THROUGHOUT CONSTRUCTION.
5. AN INSPECTION OF STORMWATER CONTROL MEASURES MUST BE CONDUCTED BY THE CONTRACTOR AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS, AND WITHIN TWENTY-FOUR (24) HOURS AFTER ANY STORM EVENT WHICH GENERATES AT LEAST 0.25 INCHES OF RAINFALL PER TWENTY-FOUR (24) HOUR PERIOD.
6. PREPARE AN INSPECTION REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND TITLES OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE SECC PLAN, AND CORRECTIVE ACTIONS WHICH MUST BE MADE. SUCH REPORTS MUST IDENTIFY ANY INCIDENTS OF NONCOMPLIANCE. WHERE AN INSPECTION DOES NOT IDENTIFY ANY INCIDENTS OF NONCOMPLIANCE, A INSPECTION REPORT MUST STILL BE PREPARED TO CERTIFY THAT THE SITE IS IN COMPLIANCE WITH THE SECC PLAN AND RIDGES PERMIT. THE INSPECTION REPORT MUST BE SIGNED BY THE INSPECTOR AND OPERATOR AND KEPT WITH THE ON-SITE SECC PLAN.
7. FOLLOWING AN INSPECTION, ALL CORRECTIVE ACTIONS MUST BE COMPLETED WITHIN SEVEN (7) CALENDAR DAYS. A CORRECTIVE ACTION LOG MUST BE SIGNED BY THE OPERATOR AND KEPT WITH THE ON-SITE SECC PLAN.
8. BASED ON THE RESULTS OF THE INSPECTIONS, THE SECC PLAN MUST BE REVISED AS APPROPRIATE, BUT IN NO CASE LATER THAN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION. SUCH MODIFICATIONS MUST PROVIDE FOR IMPLEMENTATION OF ANY CHANGES TO THE SECC PLAN WITHIN SEVEN (7) CALENDAR DAYS FOLLOWING THE INSPECTION.
9. IF AN INSPECTION REVEALS A DISCHARGE OF SEDIMENTS TO THE WATERS OF THE STATE OR A SEPARATE STORM SEWER SYSTEM, THE PERMITTEE MUST NOTIFY THIS OFFICE OF THE NATURE OF THE DISCHARGE, AND THE MEASURES TAKEN TO CLEAN UP THE DISCHARGE, AND THE MEASURES TAKEN TO PREVENT FUTURE RELEASES.
10. A HARD COPY OF THE COMPLETE SECC PLAN, INCLUDING ALL INSPECTION REPORTS, CORRECTIVE ACTION LOGS, AND ADDENDA, MUST BE RETAINED BY THE OWNER FOR AT LEAST FIVE (5) YEARS FROM THE DATE THAT THE SITE HAS UNDERGONE FINAL STABILIZATION.

1. ANY INADVERTENT OR DELIBERATE DISCHARGE OF WASTE OIL OR ANY OTHER POLLUTANT TO THE STORMWATER SYSTEM (I.E. INFILTRATION BEST MANAGEMENT PRACTICES, OR CLOSED-CONDUIT DRAINAGE SYSTEMS) SHALL BE PROHIBITED. IN THE EVENT OF SUCH A DISCHARGE, THE OWNER SHALL REQUIRE IMMEDIATE NOTIFICATION TO THE RIDEM OIL POLLUTION CONTROL PROGRAM AT (401) 277-2284, AS PER THE OIL POLLUTION CONTROL REGULATIONS. DURING NON-WORKING HOURS, NOTIFICATION OF SPILLS CAN BE MADE TO THE RIDEM DIVISION OF ENFORCEMENT AT (401) 222-3070 (THE 24-HOUR EMERGENCY RESPONSE PHONE NUMBER).
2. ANY INCIDENT OF GROUNDWATER CONTAMINATION RESULTING FROM THE IMPROPER DISCHARGE OF POLLUTANTS TO THE STORMWATER DISPOSAL SYSTEM SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER AS WELL AS ANY OTHER PARTIES THAT THE RIDEM DETERMINES TO BE RESPONSIBLE FOR THE CONTAMINATION. PURSUANT TO STATE LAWS AND REGULATIONS, THE RIDEM MAY REQUIRE THE PROPERTY OWNER, CONTRACTOR, OR OTHER RESPONSIBLE PARTIES TO REMEDIATE ANY INCIDENTS THAT MAY ADVERSELY IMPACT GROUNDWATER QUALITY.
3. UPON TRANSFER OF THE PROPERTY, THE NEW OWNER SHALL BE INFORMED AS TO THE LEGAL RESPONSIBILITIES ASSOCIATED WITH DISPOSAL SYSTEM, AS INDICATED ABOVE.

1. OPERATION AND MAINTENANCE OF STORMWATER MANAGEMENT SYSTEM SHALL BE CONDUCTED IN ACCORDANCE WITH SITE-SPECIFIC LONG-TERM OPERATION & MAINTENANCE PLAN.





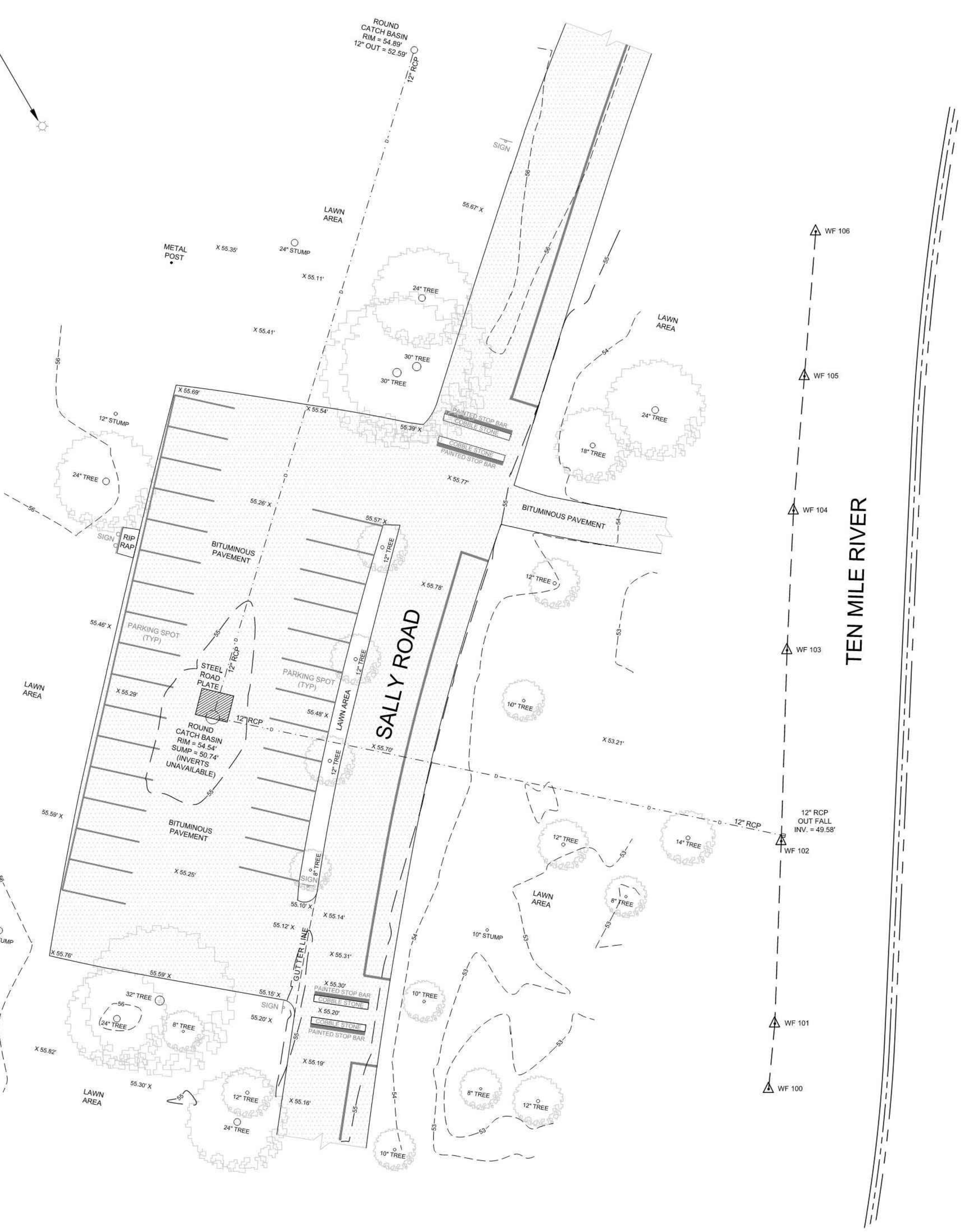
**LEGEND**  
NOT TO SCALE

- MAJOR CONTOUR
- MINOR CONTOUR
- STONEWALL
- TREELINE
- WETLANDS EDGE
- DRAINAGE LINE



**SITE BENCHMARK**  
"X" MARK ON  
LAMP POST BASE  
ELEV. = 57.16'  
DATUM NAVD88

**SITE BENCHMARK**  
NAIL SET IN STUMP  
ELEV. = 57.31'  
DATUM NAVD88



NO.	DATE	DESCRIPTION	BY

**GENERAL NOTES:**

1. THE LOCATION AND DEPTH OF EXISTING UTILITIES ARE APPROXIMATE AND HAVE BEEN PLOTTED FROM THE LATEST AVAILABLE INFORMATION. THE UTILITY LOCATIONS ARE APPROXIMATE AND MAY NOT BE ALL INCLUSIVE. THE CONTRACTOR SHALL CHECK AND VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES, BOTH OVERHEAD AND UNDERGROUND, AND "DIG-SAFE" MUST BE NOTIFIED PRIOR TO COMMENCING ANY CONSTRUCTION OPERATIONS. RESTORATION AND REPAIR OF DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COST TO THE OWNER. NO EXCAVATION SHALL COMMENCE UNTIL ALL INVOLVED UTILITY COMPANIES AND/OR TOWN WHOSE FACILITIES MIGHT BE AFFECTED BY ANY WORK TO BE PERFORMED BY THE CONTRACTOR ARE NOTIFIED AT LEAST 72 HOURS IN ADVANCE.

2. THIS SITE LIES IN BOTH ZONE X & AE AS SHOWN ON THE FIRM MAP FOR THE CITY OF PAWTUCKET, RI ON COMMUNITY PANEL No.44007C0327H, MAP REVISED OCTOBER 2, 2015 AND COMMUNITY PANEL No.44007C0326J, MAP REVISED OCTOBER 2, 2015.

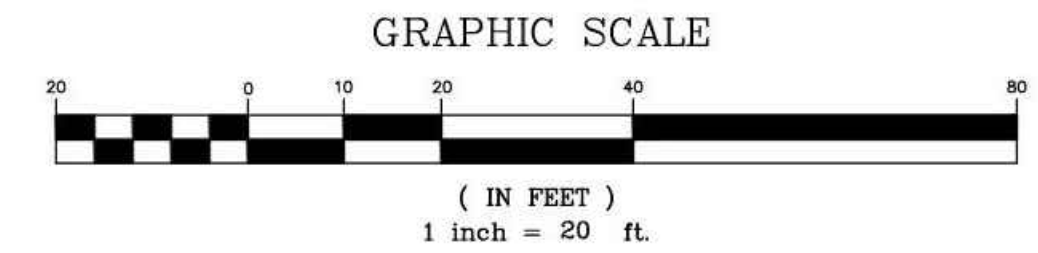
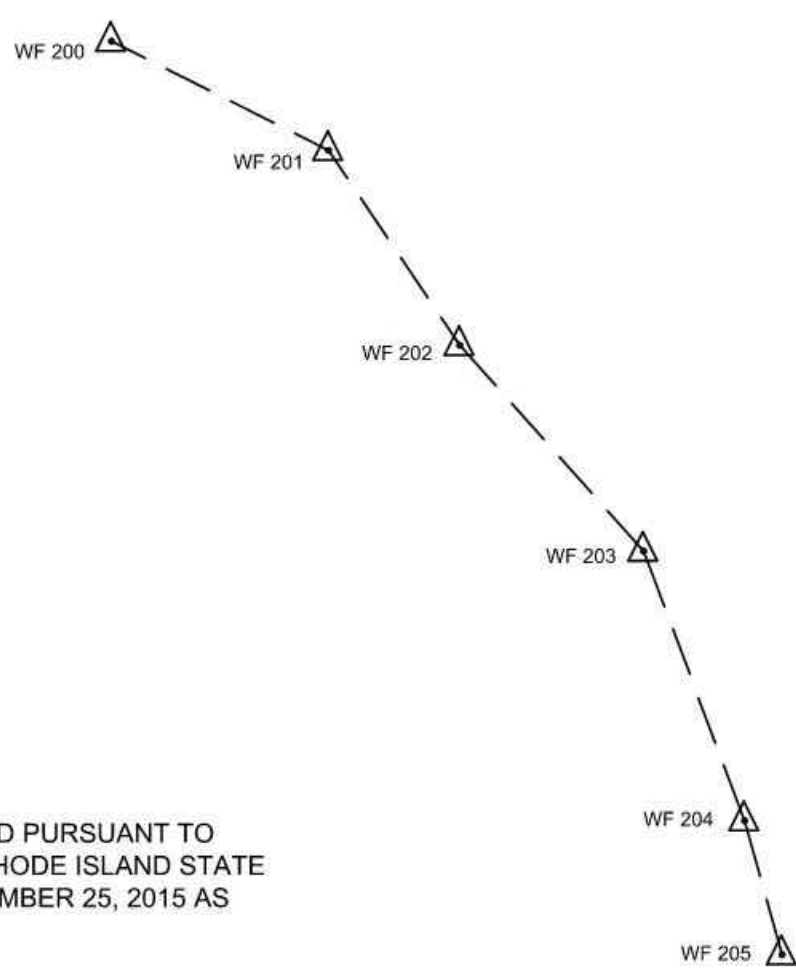
3. THE CONTOURS SHOWN HEREIN ARE BASED UPON THE NAVD88 DATUM.

**REFERENCES:**

1. A CERTAIN PLAN ENTITLED "SLATER PARK DEVELOPMENT, PAWTUCKET, RHODE ISLAND MASTER PLAN. BY RENDINE ASSOC. INC. ; SCALE 1" = 60'; DATED APRIL 9, 1975" AND RECORDED IN THE CITY OF PAWTUCKET'S ENGINEERING DEPARTMENT IN DRAW 104, SHEET 9

2. A CERTAIN PLAN ENTITLED "SLATER PARK DEVELOPMENT, PAWTUCKET, RHODE ISLAND SITE PLAN. BY RENDINE ASSOC. INC. ; SCALE 1" = 60'; DATED APRIL 10, 1975" AND RECORDED IN THE CITY OF PAWTUCKET'S ENGINEERING DEPARTMENT IN DRAW 104, SHEET 9

3. A CERTAIN PLAN ENTITLED "SLATER MEMORIAL PARK; THOMAS E. HARDING - CITY ENGINEER ; DATED JULY 1935" AND RECORDED IN THE CITY OF PAWTUCKET'S ENGINEERING DEPARTMENT IN DRAW 65, SHEET 25




THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO 435-RICR 00-00-1.9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND STATE BOARD OF REGISTRATIONS FOR PROFESSIONAL LAND SURVEYORS NOVEMBER 25, 2015 AS FOLLOWS:

TYPE OF SURVEY: LIMITED CONTENT SURVEY  
MEASUREMENT SPECIFICATION: CLASS 3 TOPO

PURPOSE OF SURVEY: EXISTING CONDITIONS

BY: DATE: 4/10/24  
THOMAS J. PRINCIPLE III/PE NO. 9107



**PRINCIPLE COMPANY, INC.**  
SURVEYING DIVISION  
27 SAKONNET RIDGE DRIVE  
TIVERTON, RI 02878  
401.816.5385  
WWW.PRINCIPLEENGINEERING.COM  
SURVEY@PRINCIPLEENGINEERING.COM

**EXISTING CONDITIONS PLAN**  
for  
**SLATER PARK**  
**CITY OF PAWTUCKET**  
**SALLY ROAD**  
in  
PAWTUCKET, RHODE ISLAND

SCALE: 1"=20'  
DRAWN BY: JML  
DATE: 3-18-2024

SHEET NO: 1 OF 1  
DESIGN BY:  
CHECKED BY: STL  
PROJECT NO.: SVY-2024-9

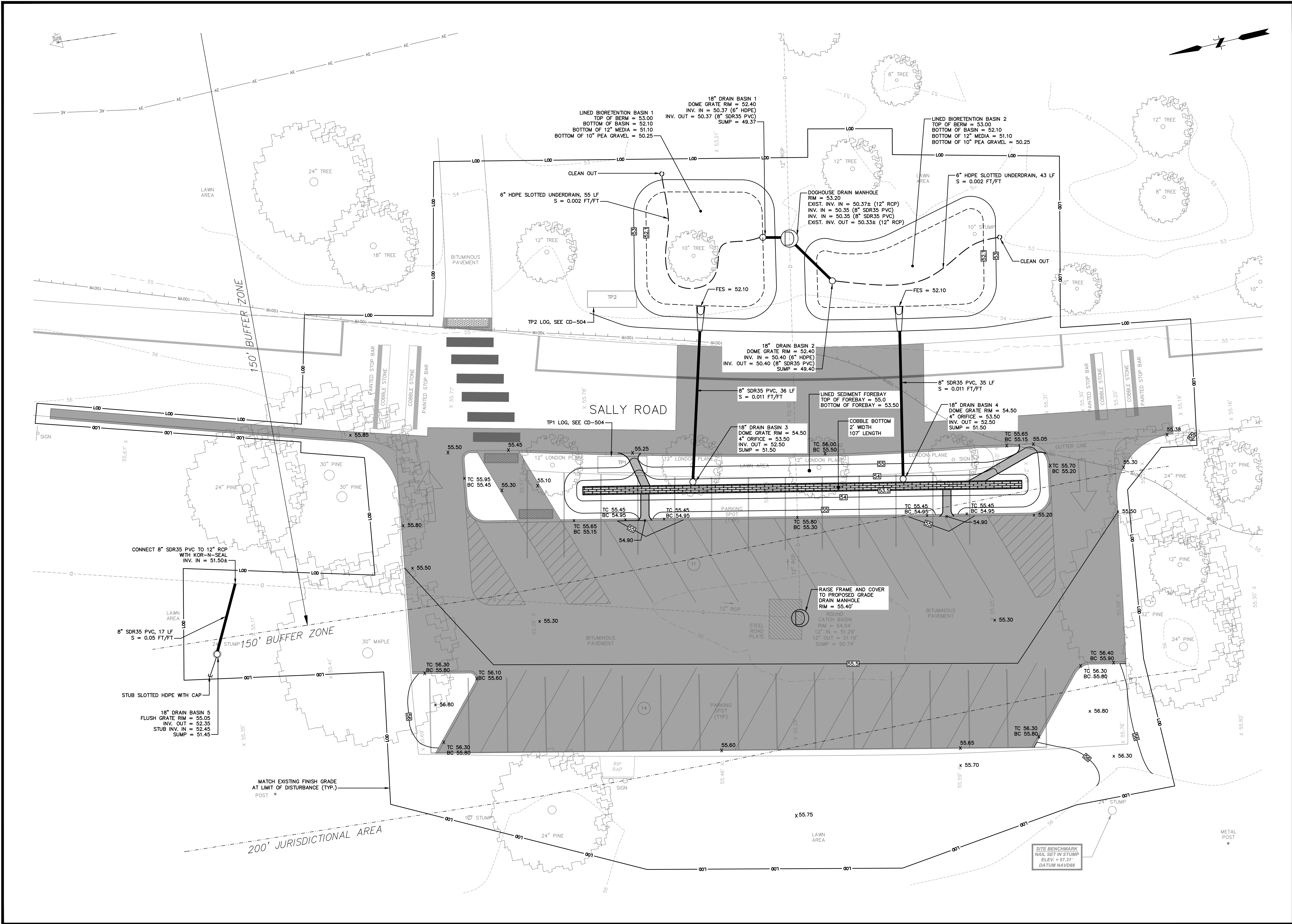












DESIGNER/REVIEWER		DATE	DESCRIPTION

ANDREW G. GLINES  REGISTERED PROFESSIONAL ENGINEER (CIVIL)	
--	--

SCALE: HORIZ.: 1" = 10'	
VERT.: -	
DATUM: -	
HORIZ.: -	GRAPHIC SCALE
VERT.: -	

<b>FUSS &amp; O'NEILL</b> 317 IRON HORSE WAY, SUITE 204 PROVIDENCE, RI 02908 401.861.3070 www.fussandoneill.com
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CITY OF PAWTUCKET	RHODE ISLAND
GRADING AND DRAINAGE PLAN	
SLATER PARK NORTH PARKING LOT IMPROVEMENTS	

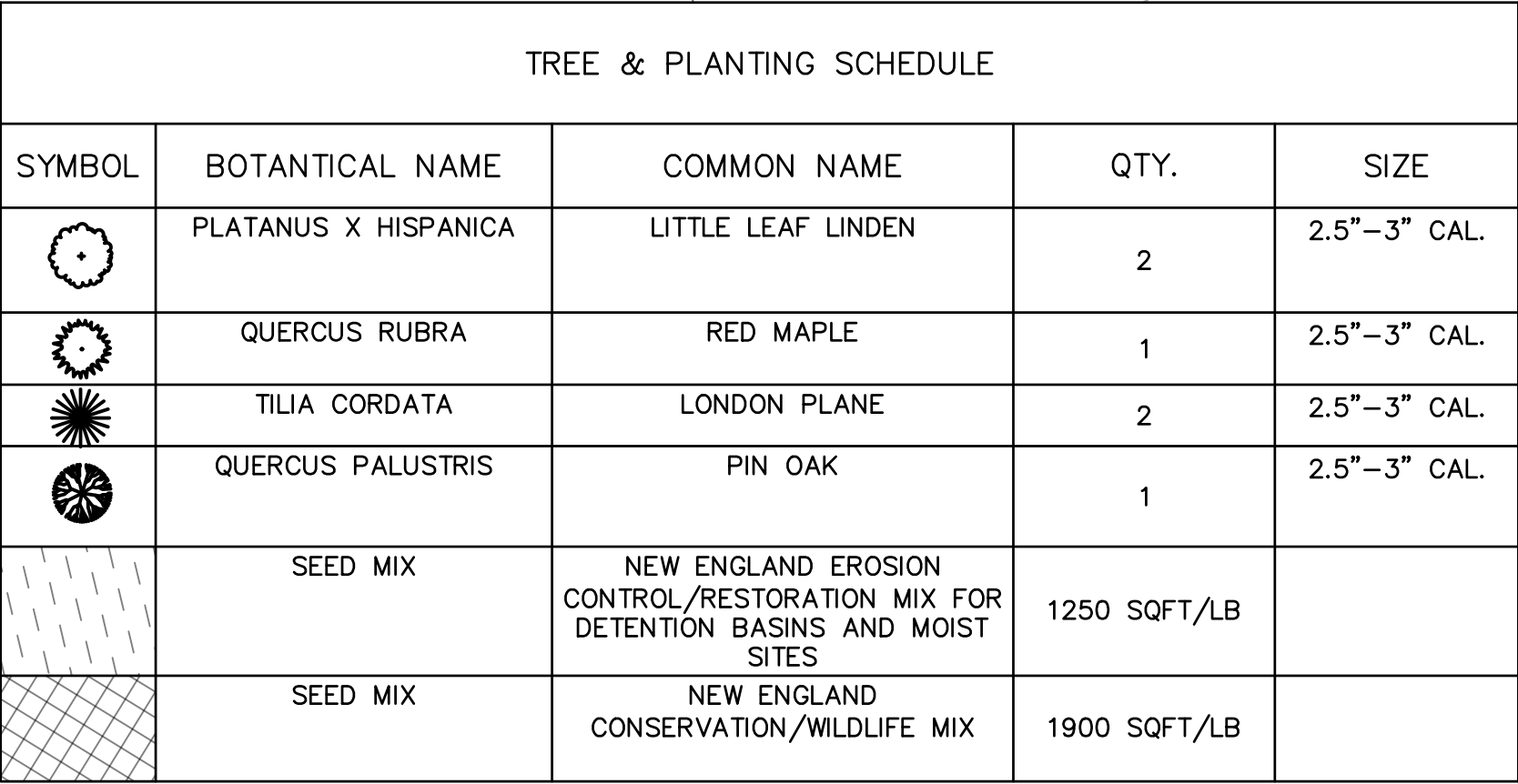
  

PROJ. No.: 20221011A20
DATE: JULY 1, 2025

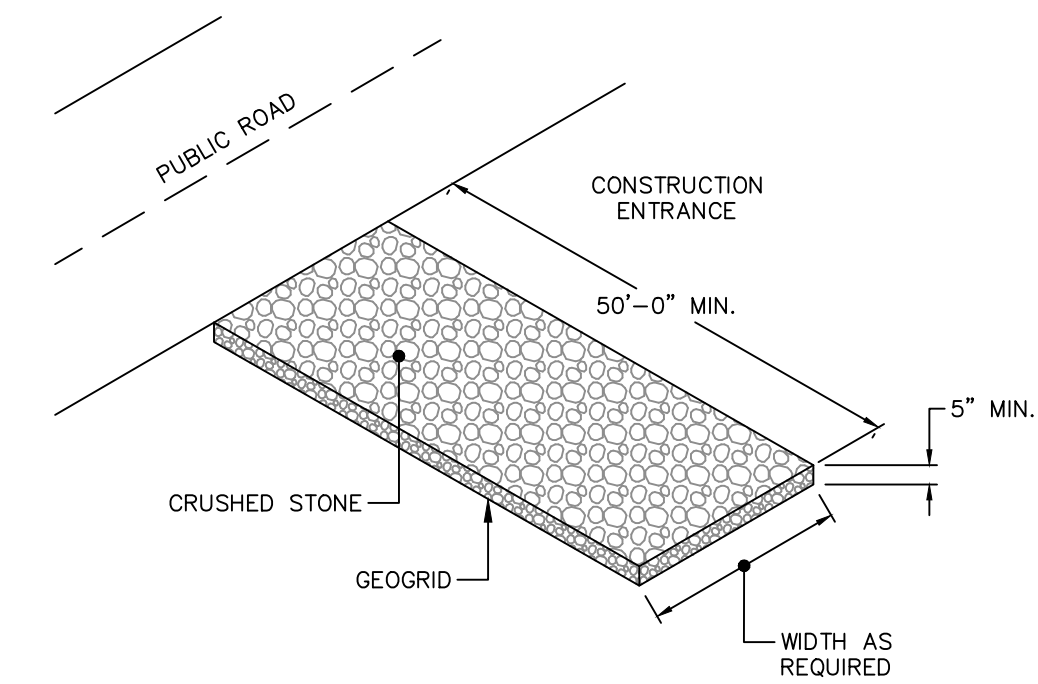
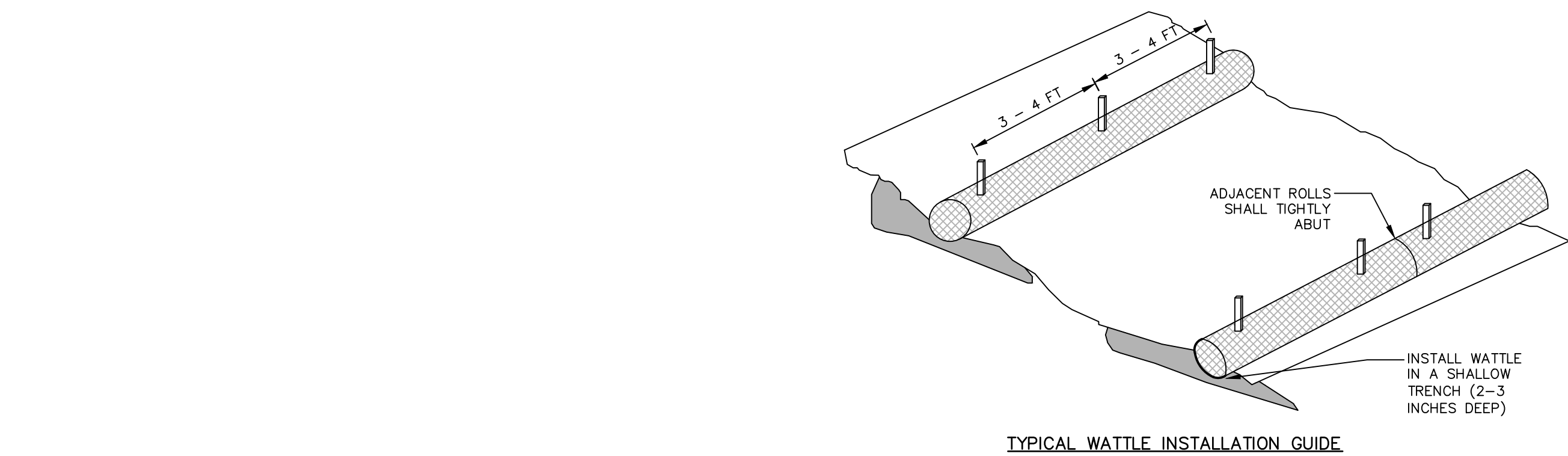
CG-101





SEED MIXES SHALL BE MANUFACTURED BY NEW ENGLAND WETLAND PLANTS, OR APPROVED EQUAL

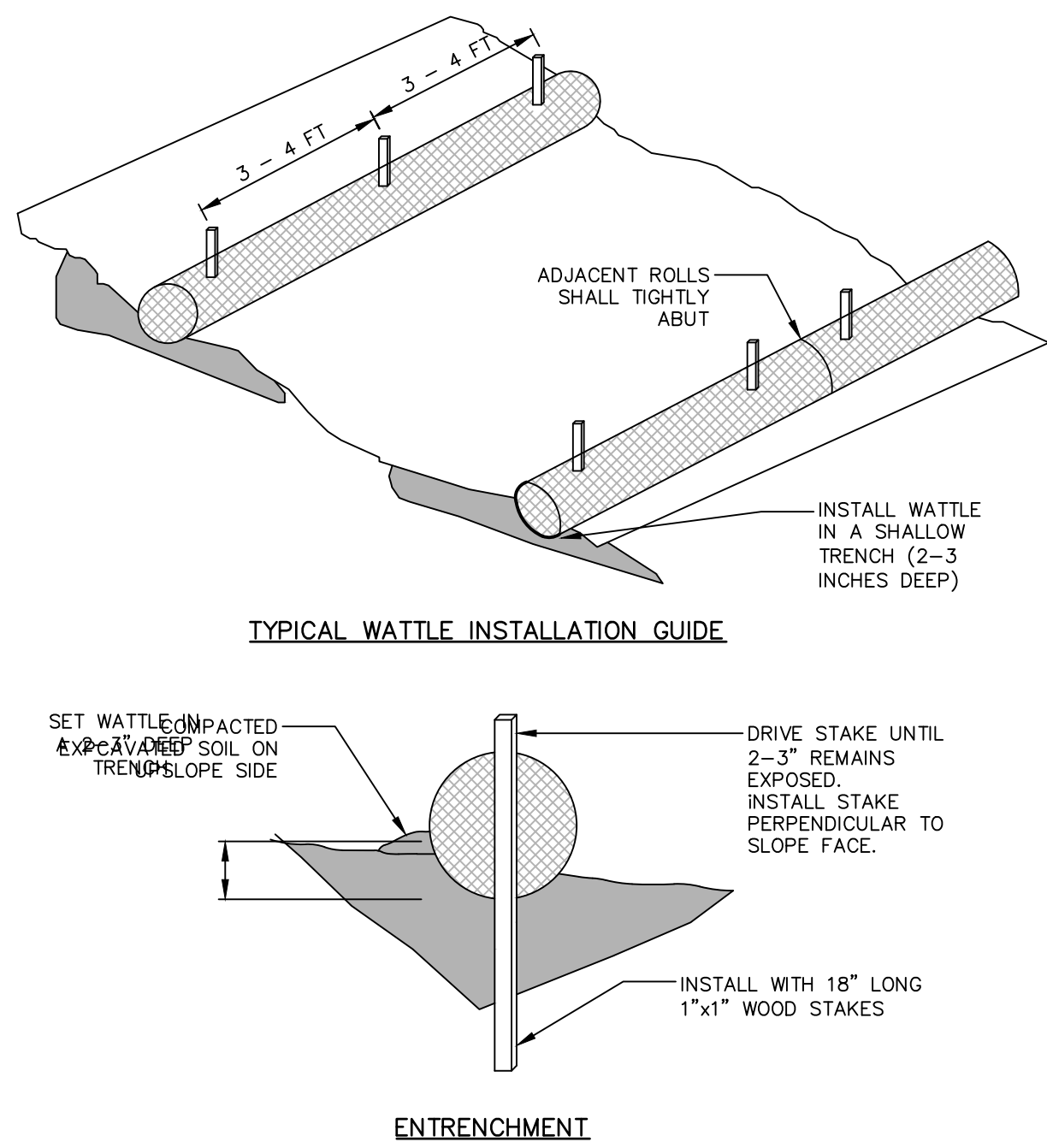




NOTE:  
SHALL BE IN ACCORDANCE WITH SECTION 211 OF THE R.I. STANDARD SPECIFICATIONS.

#### CONSTRUCTION ACCESS (R.I. STD. 9.9.0)

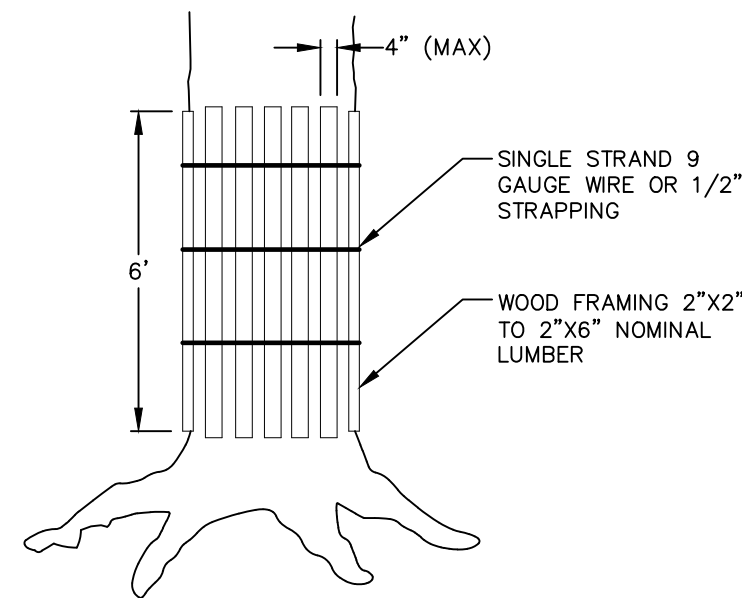
NOT TO SCALE



- NOTES:
- WATTLES SHALL BE TRENCHED APPROXIMATE 2-3 INCHES AND STAKED SUCH THAT WATTLES DIRECTLY CONTACT SOIL AND PRECLUDE UNDERMINING OR BLOWOUTS. THE TRENCH SHALL BE APPROXIMATELY 9 INCHES WIDE. STAKES SHALL BE DRIVEN THROUGH THE CENTER OF THE WATTLE AT A SPACING OF 3-4 FEET ON CENTER AND NO GREATER THAN 6" FROM THE EACH END OF THE WATTLE. STAKES SHALL BE 1-INCH BY 1-INCH WOODEN STAKES WITH A LENGTH OF 18 INCHES, COMPACT SOIL EXCAVATED TO CREATE TRENCH ON UPHILL SIDE.
  - ENDS OF ADJACENT WATTLES SHALL BE TIGHTLY BUTTED OR OVERLAPPED SO THAT NO OPENING EXISTS FOR WATER TO PASS THROUGH. WATTLES SHALL BE FREE OF DAMAGE OR DEFECTS WHEN DELIVERED TO THE SHIPPER. NO VEHICLES SHALL BE DRIVEN OVER WATTLES.
  - WATTLES SHALL BE 12-INCH SEDIMAX-SW12<sup>TM</sup> MANUFACTURED BY NORTH AMERICAN GREEN, OR APPROVED EQUAL.

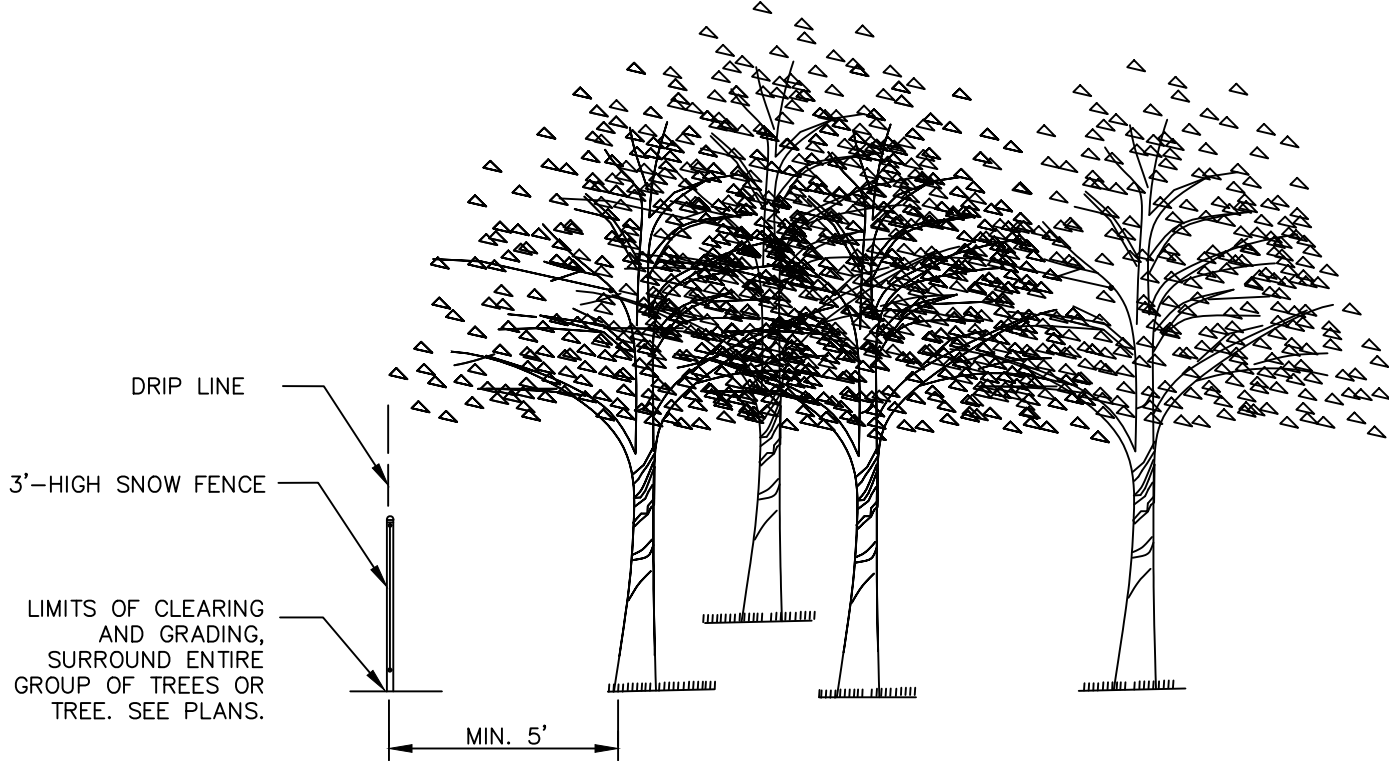
#### WATTLES

NOT TO SCALE



NOTE:  
SHALL BE IN ACCORDANCE WITH SECTION L.11 OF THE STANDARD SPECIFICATIONS.

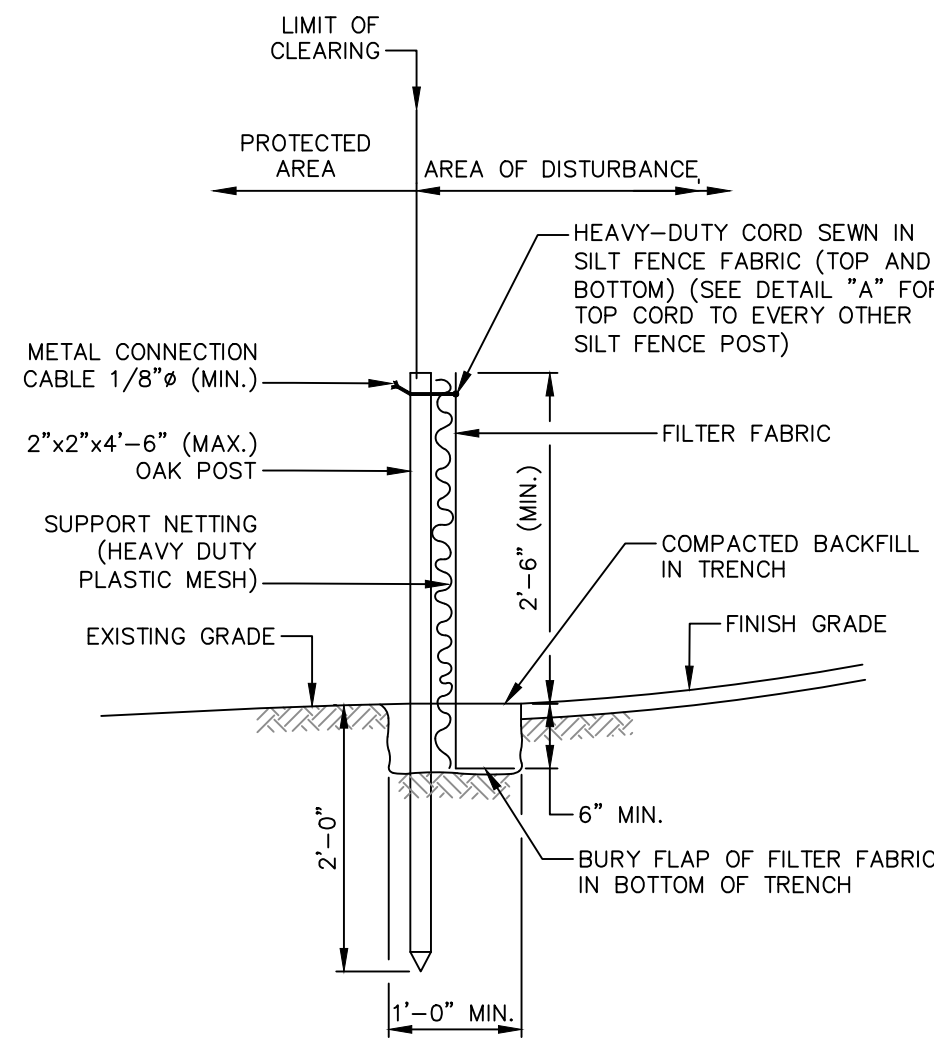
#### INDIVIDUAL TREE



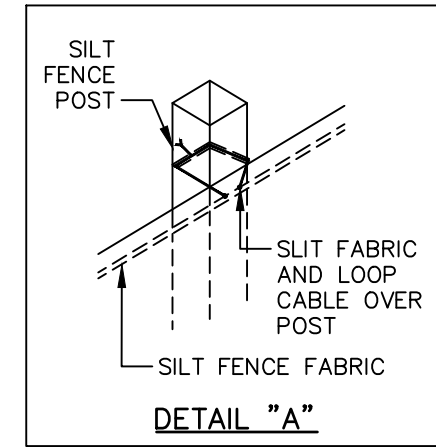
#### GROUPING OF TREES

#### TREE PROTECTION

NOT TO SCALE

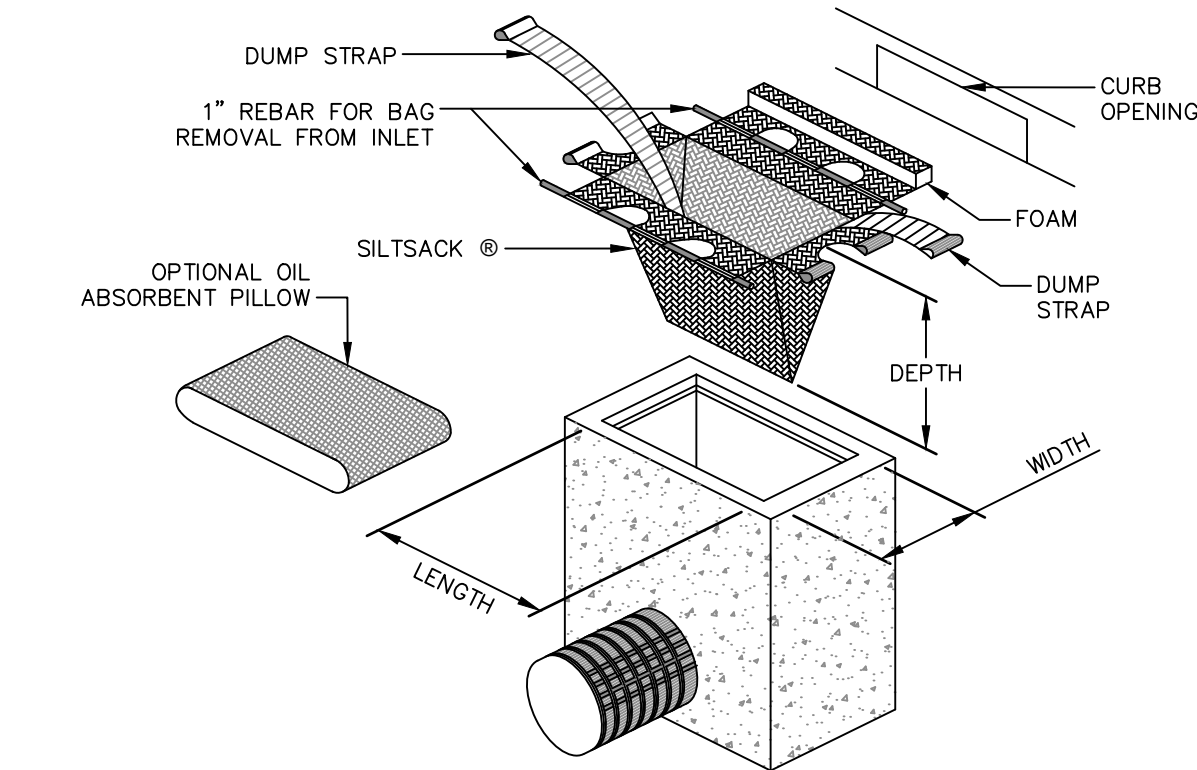
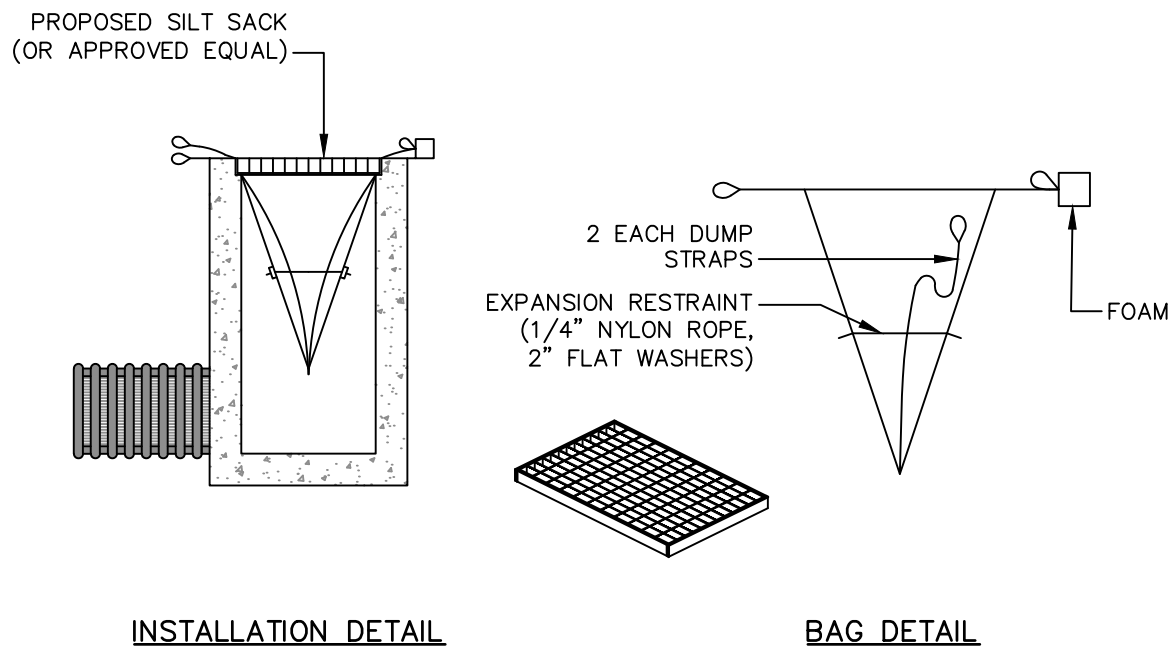


- NOTES:
- SHALL BE IN ACCORDANCE WITH SECTION 206 OF THE R.I. STANDARD SPECIFICATIONS.
  - 2"x2"x4'-6" (MAX.) OAK POSTS FOR SILT FENCE SHALL BE LOCATED 8'-0" (MAX.) O.C. IN WETLAND AREAS AND 4'-0" (MAX.) O.C. IN WETLAND RAINE, GULLY OR DROP-OFF AREAS AS SHOWN ON PLANS.
  - 1"x1"x4'-6" (MIN.) POSTS PERMITTED FOR PRE-FABRICATED SILT FENCE.
  - SILT FENCE SHALL BE INSTALLED BEFORE ANY GRUBBING OR EARTH EXCAVATION TAKES PLACE.



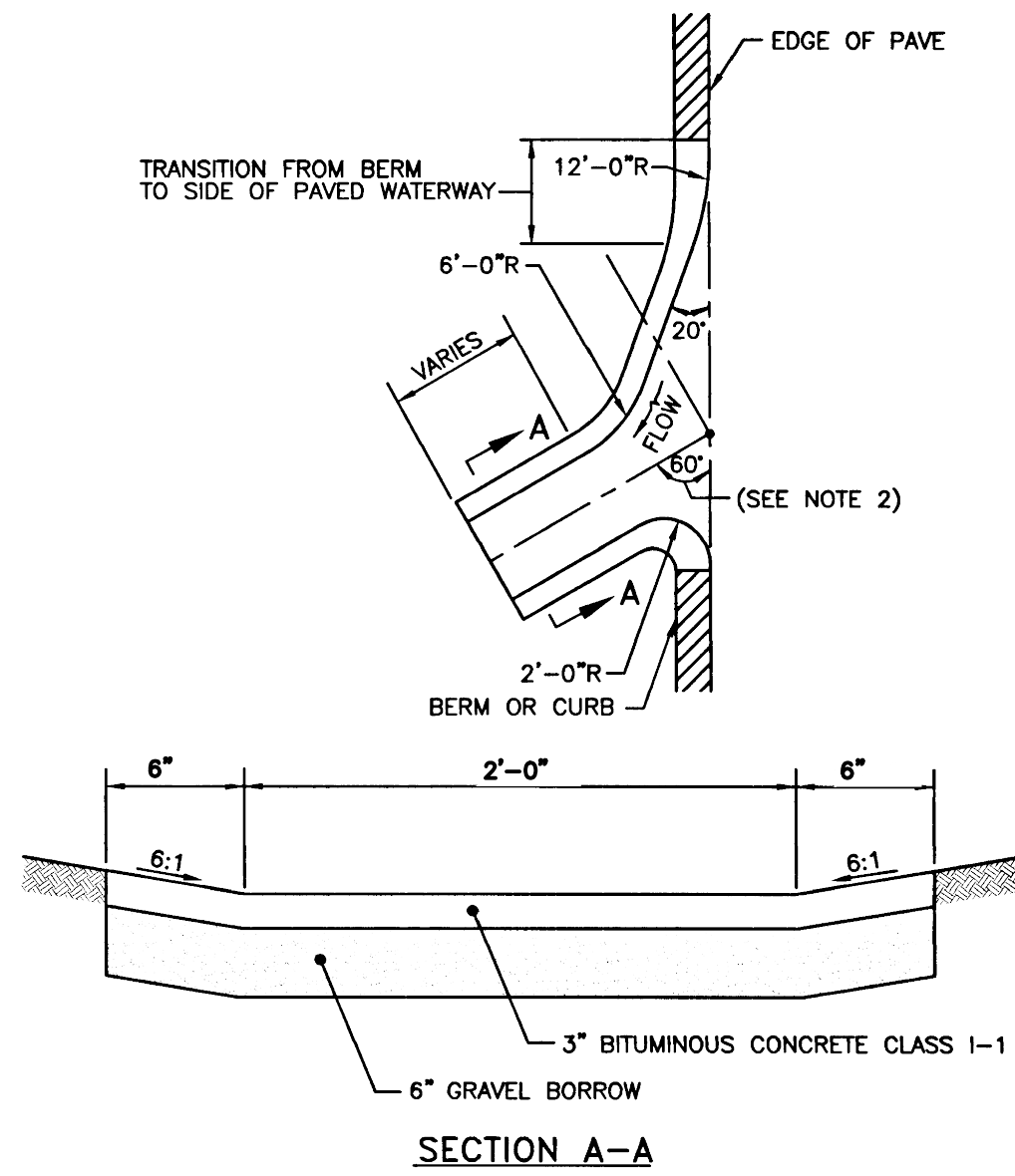
#### SILT FENCE DETAIL (R.I. STD. 9.2.0)

NOT TO SCALE



#### CATCH BASIN INLET PROTECTION

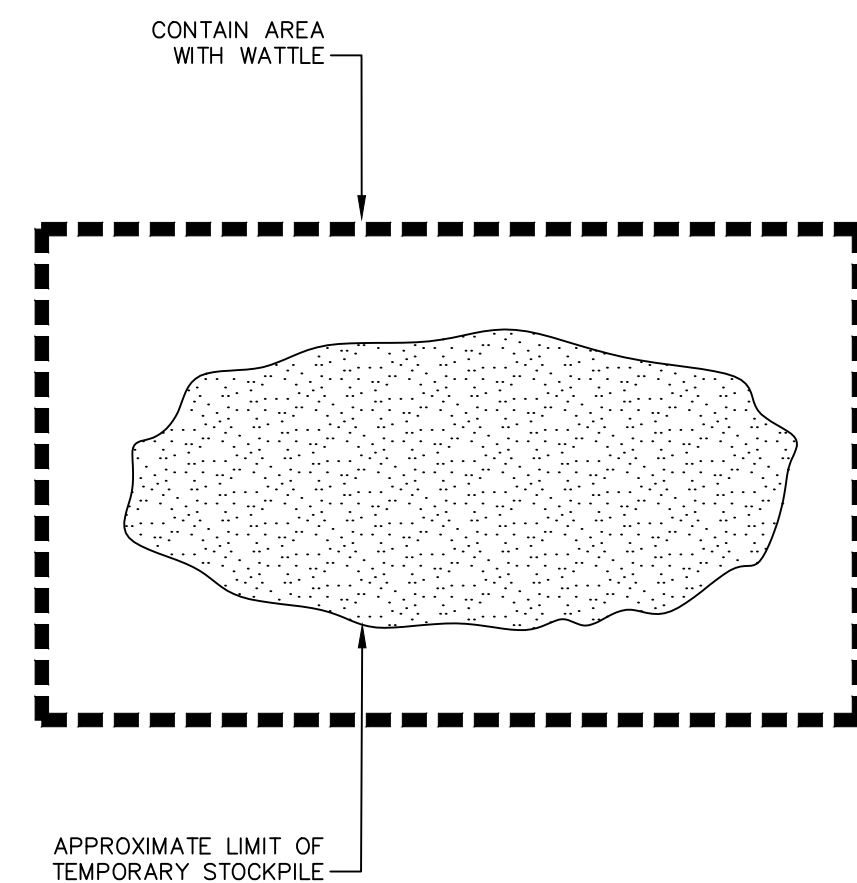
NOT TO SCALE



- NOTES:
- SHALL BE IN ACCORDANCE WITH SECTION 711 OF THE R.I. STANDARD SPECIFICATIONS.
  - WHEN PAVED WATERWAY IS USED AT A LOW POINT THIS ANGLE SHALL BE 90°.

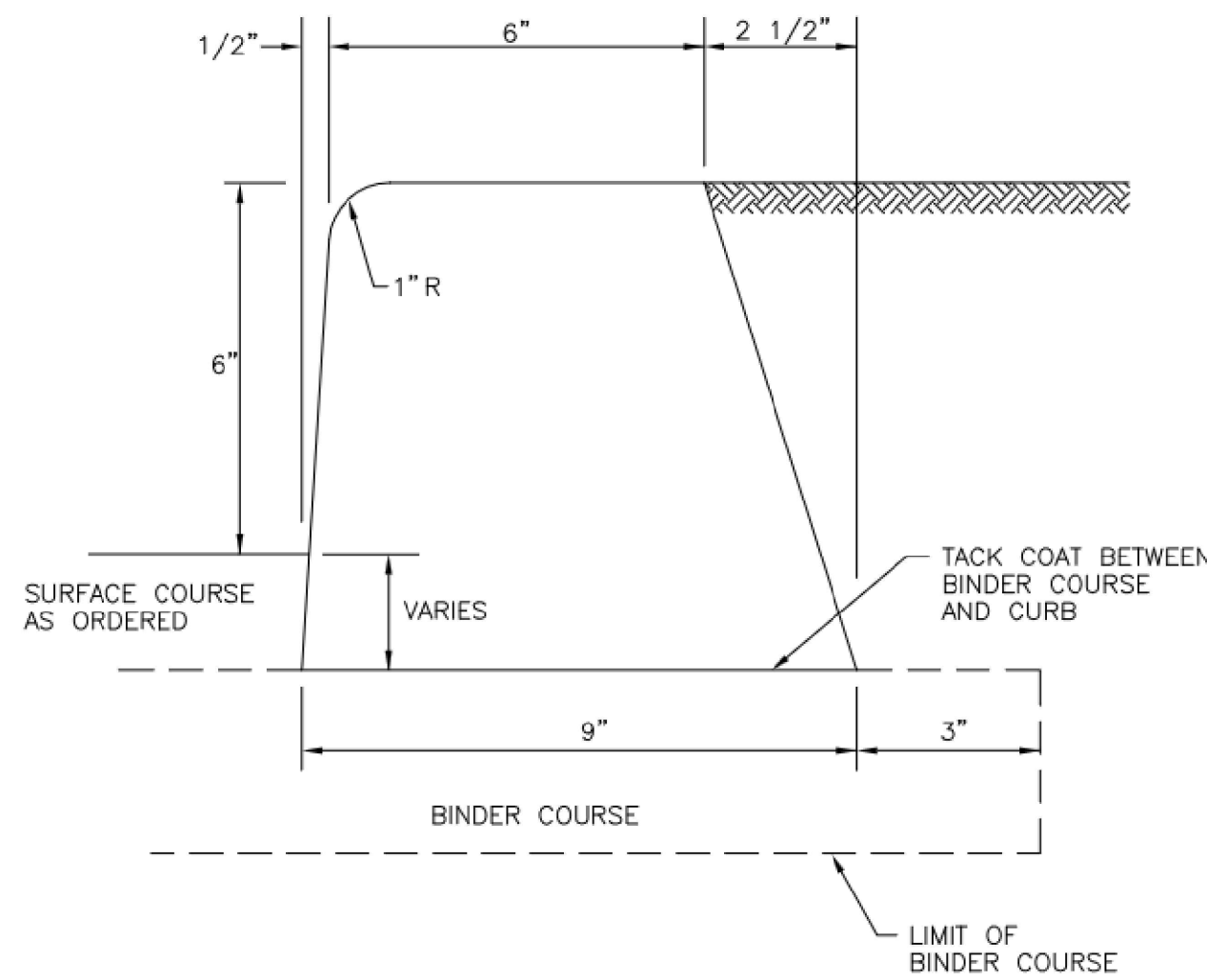
#### PAVED WATERWAY (R.I. STD. 8.4.0)

NOT TO SCALE



#### MATERIAL STOCKPILE AREA

NOT TO SCALE



NOTE:  
SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.

#### BITUMINOUS CONCRETE LIP CURB (R.I. STD. 7.5.0)

NOT TO SCALE

DESIGNER	REVIEWER
DESCRIPTION	DATE
No.	



SCALE:	HORIZ.: 1" = 20'	VERT.: -
DATUM:	HORIZ.: -	VERT.: -
GRAPHIC SCALE	0 10' 20' 40'	

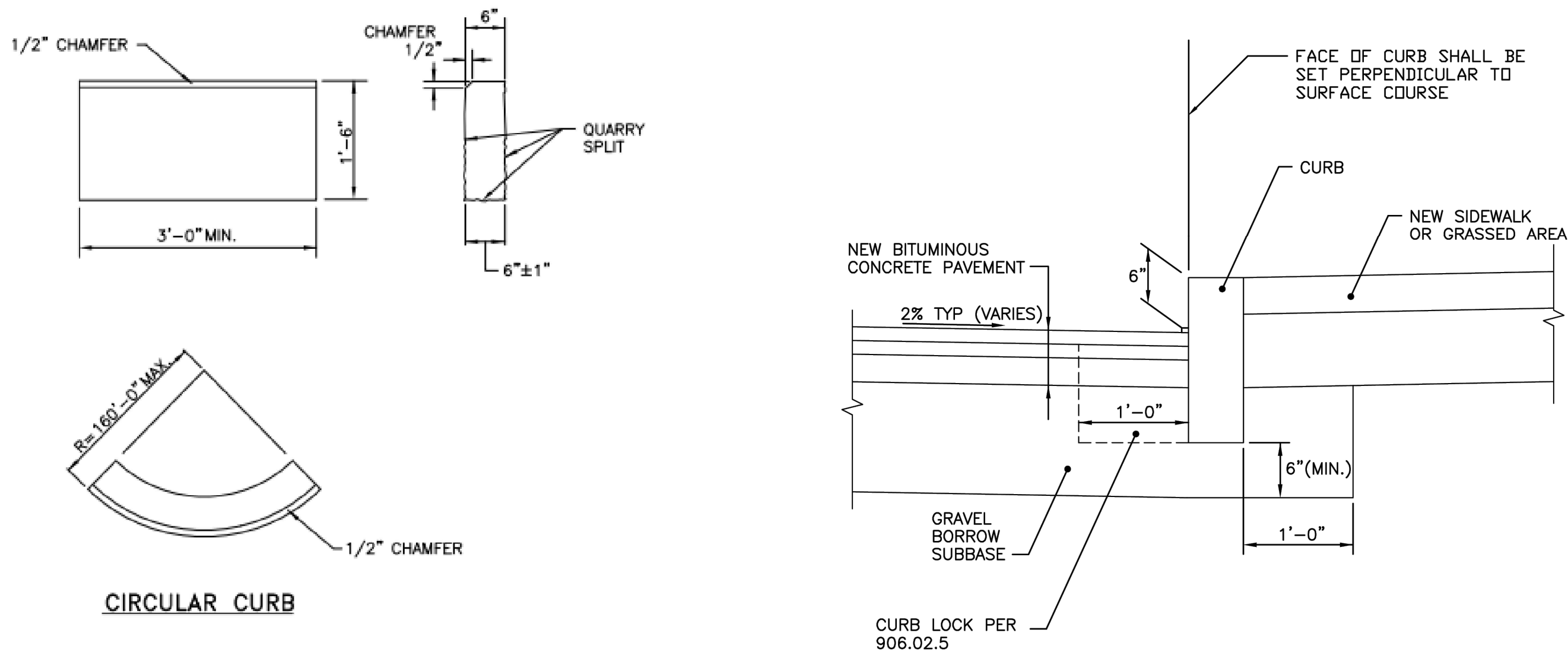
**FUSS & O'NEILL**  
317 IRON HORSE WAY, SUITE 204  
PROVIDENCE, RI 02908  
401.861.3070  
www.fuss.com

CITY OF PAWTUCKET  
DETAILS  
SLATER PARK NORTH PARKING LOT  
IMPROVEMENTS  
PAWTUCKET  
RHODE ISLAND

PROJ. No.: 20221011A20  
DATE: JULY 1, 2025

CD-501





- NOTES:
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
  2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.
  3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR PIECES TO BE 3'-0".
  4. CIRCULAR CURB IS REQUIRED ON CURVES WITH RADII OF 160'-0" OR LESS. STRAIGHT CURB TO BE USED ON CURVES OF MORE THAN 160'-0" RADII.

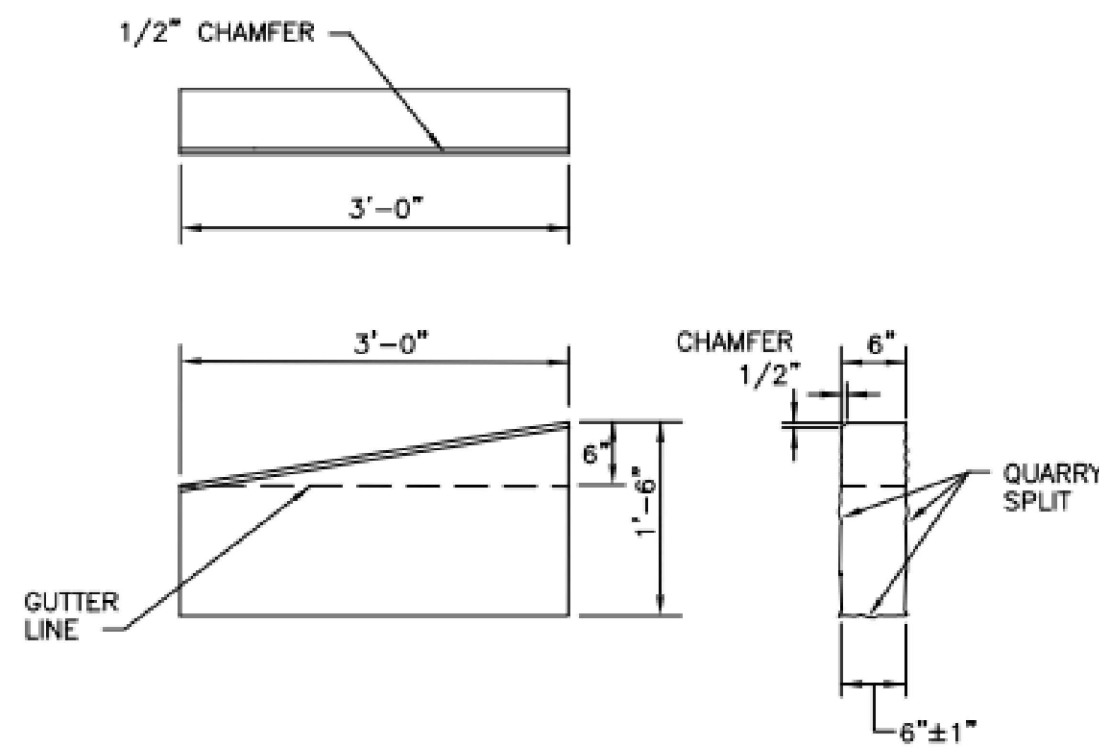
### ALTERNATIVE BID ITEM NO. 3 – GRANITE CURB (R.I. STD. 7.3.0)

NOT TO SCALE

- NOTES:
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.

### ALTERNATIVE BID ITEM NO. 3 – CURB SETTING DETAIL (R.I. STD. 7.6.0)

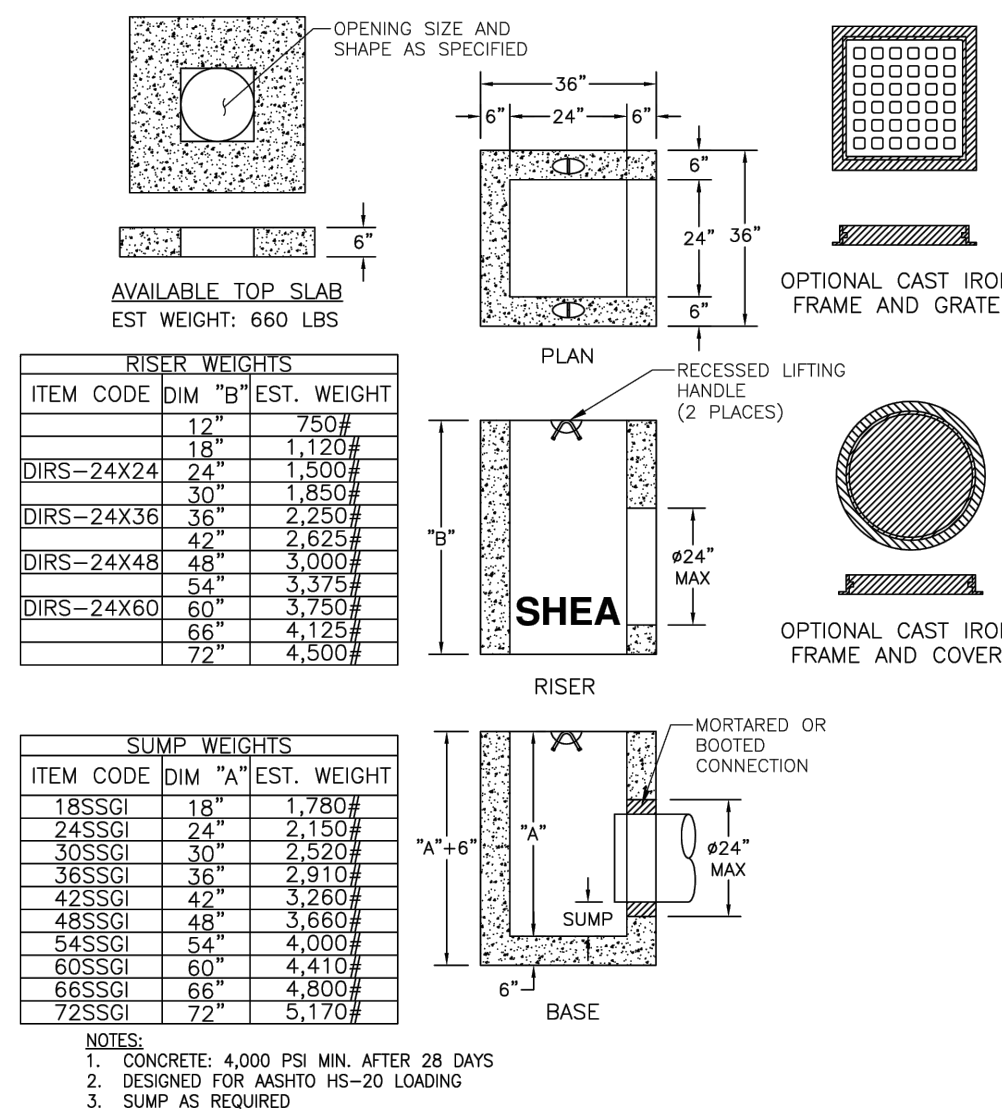
NOT TO SCALE



- NOTES:
1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
  2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

### ALTERNATIVE BID ITEM NO. 3 – 3'-0" GRANITE TRANSITION CURB (R.I. STD. 7.3.1)

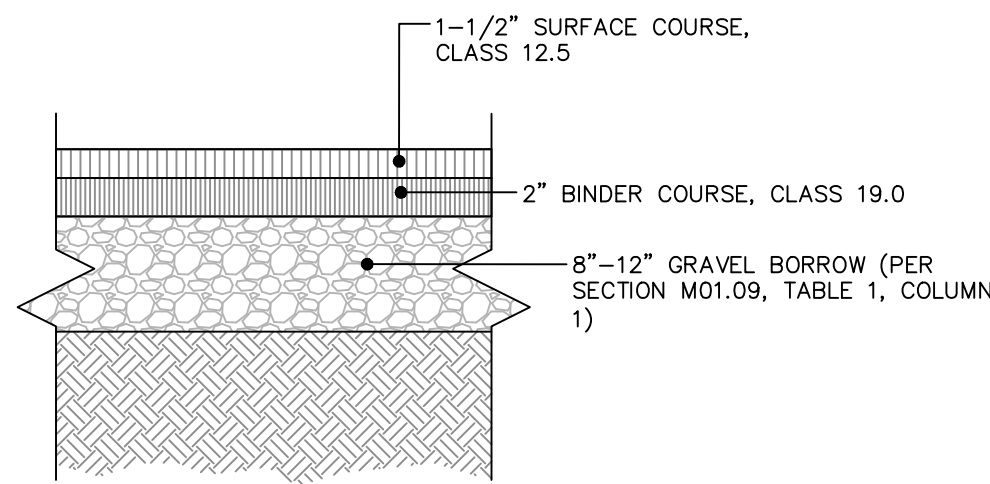
NOT TO SCALE



- NOTES:
1. PRECAST CONCRETE DRAIN BASIN SHALL BE SHEA CONCRETE 2' SQUARE AREA DRAIN WITH CAST IRON FRAME AND GRATE, OR APPROVED EQUAL.
  2. STRUCTURE AND INSTALLATION SHALL BE IN ACCORDANCE WITH SECTION 702 OF RIDOT'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (2025).

### ALTERNATIVE BID ITEM NO. 1 – PRECAST CONCRETE DRAIN BASIN

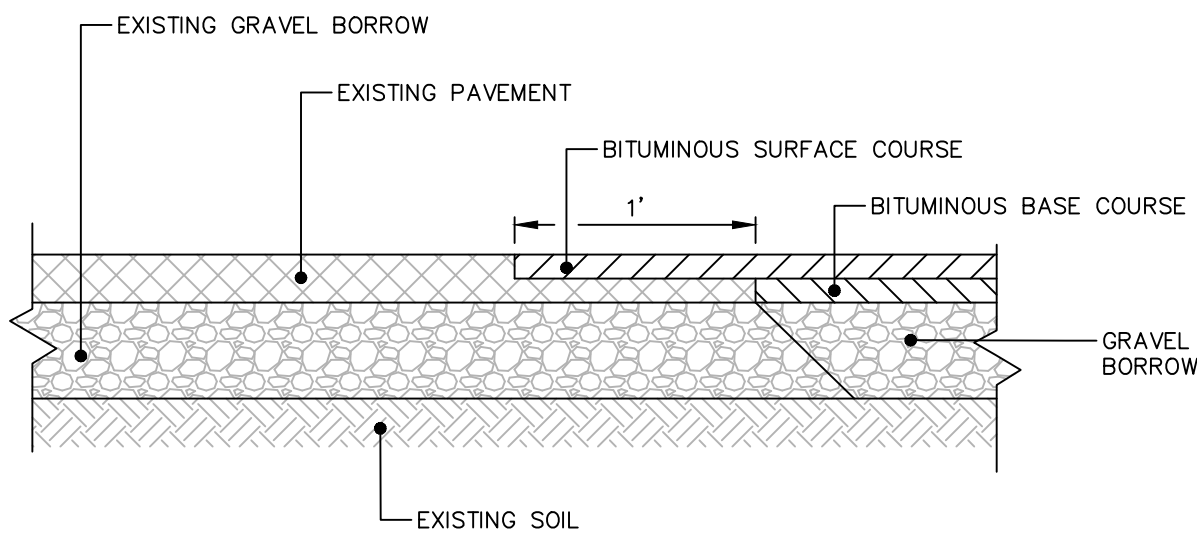
NOT TO SCALE



- NOTES:
1. 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 (2025).
  2. GRAVEL BORROW BASE SHALL 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 (2025).
  3. UNSUITABLE GRAVEL BASE SHALL BE REMOVED AND REPLACED WITH GRAVEL BORROW.
  4. IMPORTED GRAVEL BORROW SHALL BE USED TO REPLACE UNSUITABLE GRAVEL BASE OR RAISE EXISTING GRADE BASED ON PROPOSED GRADING.
  5. GRAVEL BORROW SHALL BE INSTALLED IN 6-INCH LIFTS AND COMPACTED TO 95--PERCENT MODIFIED PROCTOR.

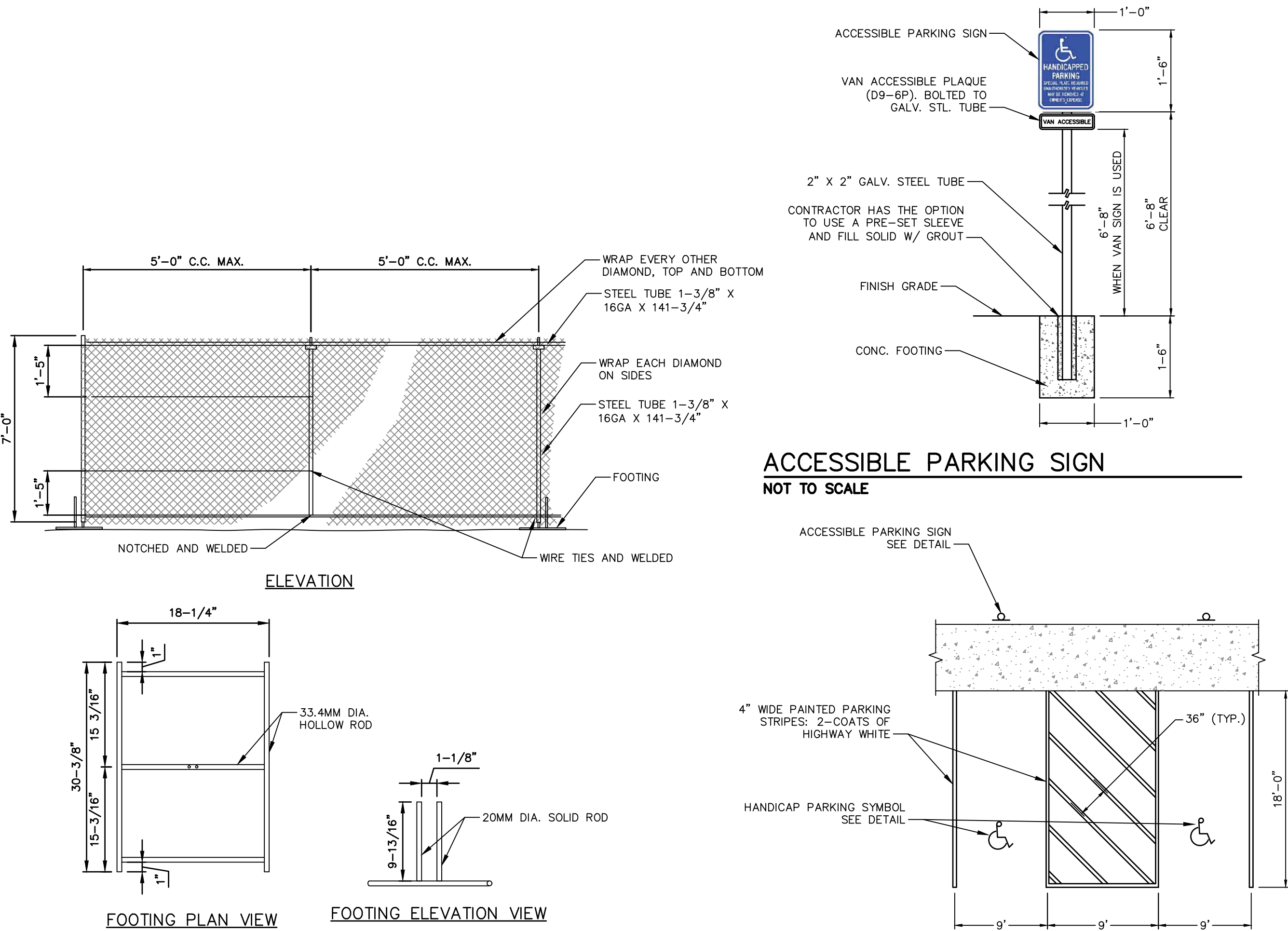
### BITUMINOUS CONCRETE PAVEMENT

NOT TO SCALE



### SAWCUT AND MATCH PAVEMENT

NOT TO SCALE



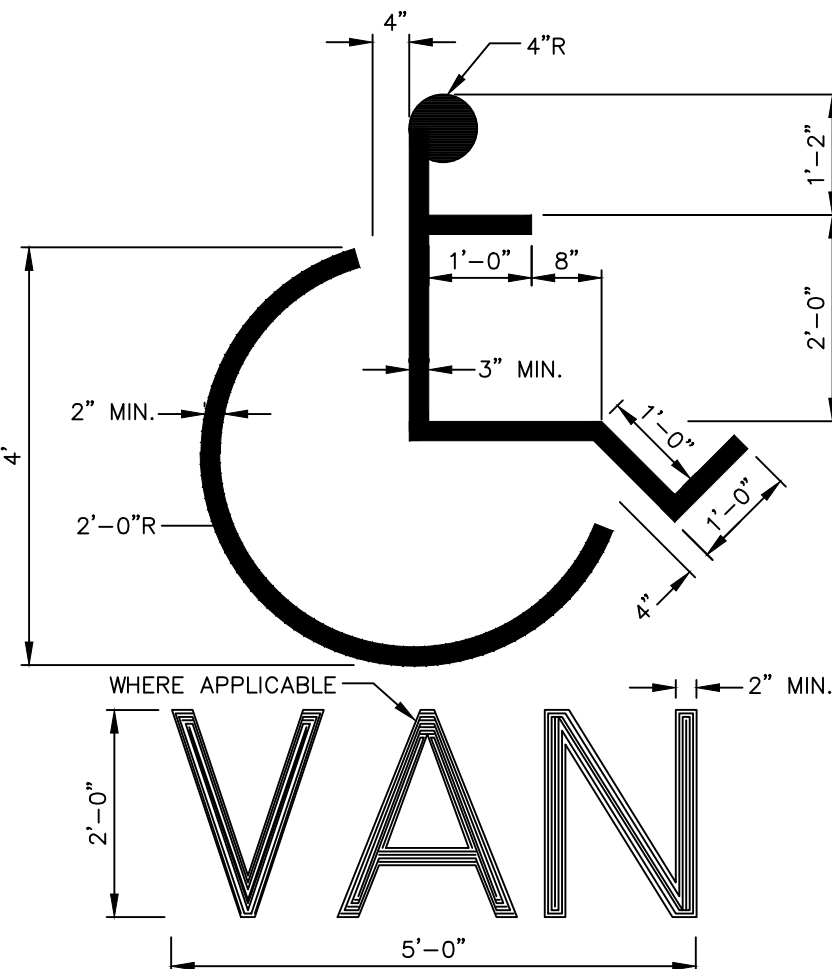
- NOTES:
1. FENCE SHALL BE INSTALLED AT LOCATIONS AS INDICATED ON THE DRAWINGS.
  2. FOOTINGS SHALL BE WEIGHTED DOWN BY TWO (2) FORTY POUND SAND BAGS TO KEEP FENCING FROM OVERTURNING.

### TEMPORARY CHAIN-LINK FENCE

NOT TO SCALE

### ACCESSIBLE PARKING STALL

NOT TO SCALE

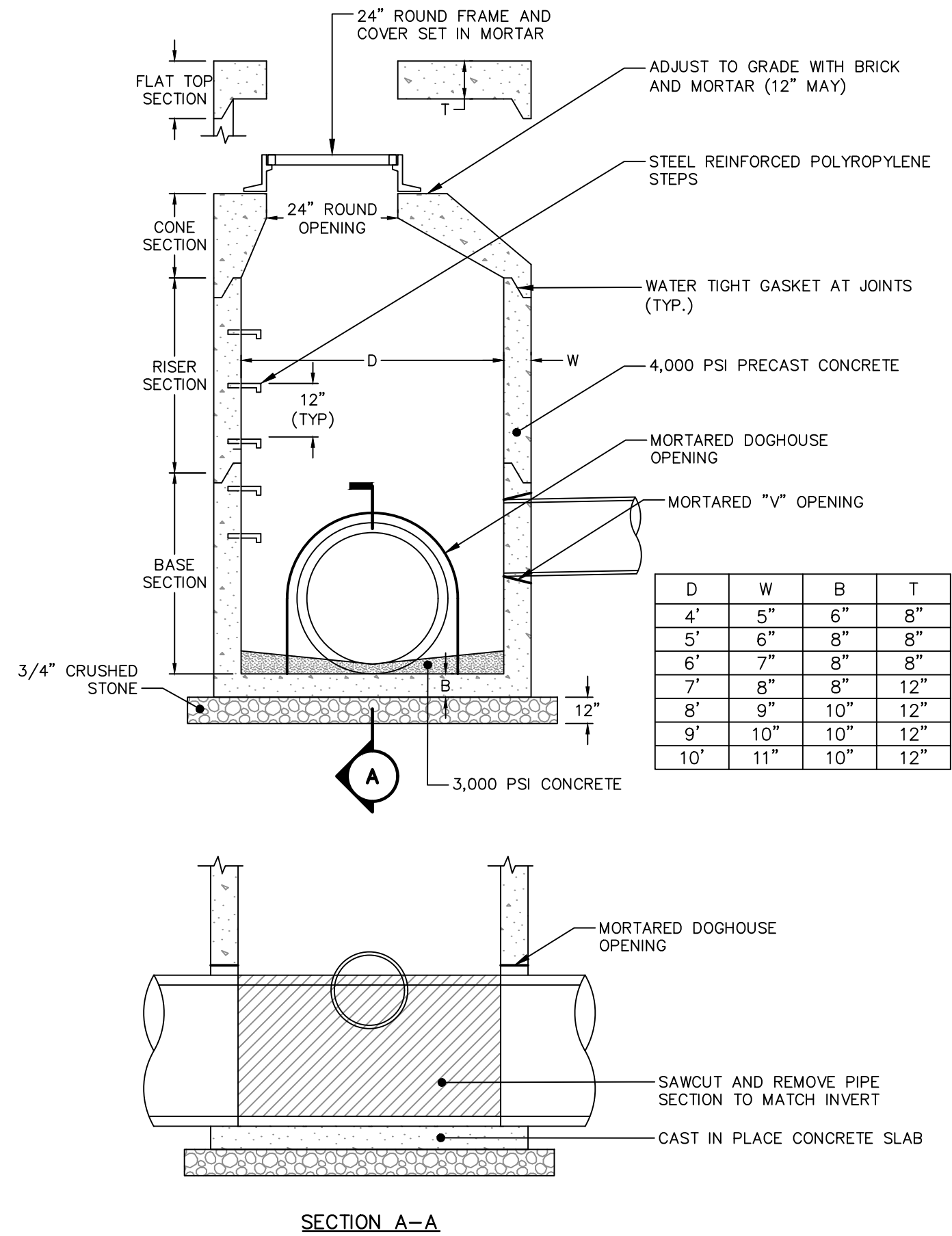


- NOTE:
1. SYMBOL SHALL BE CENTERED IN THE PARKING STALL.
  2. SYMBOL SHALL BE SOLID WHITE FAST-DRYING WATERBORNE PAINT AND BE CENTERED IN THE PARKING STALL. FOR VAN ACCESSIBLE SPACES, THE WORD "VAN" SHALL BE PAINTED ADJACENT TO HANDICAPPED SYMBOL (AS SHOWN ON DETAIL ABOVE).

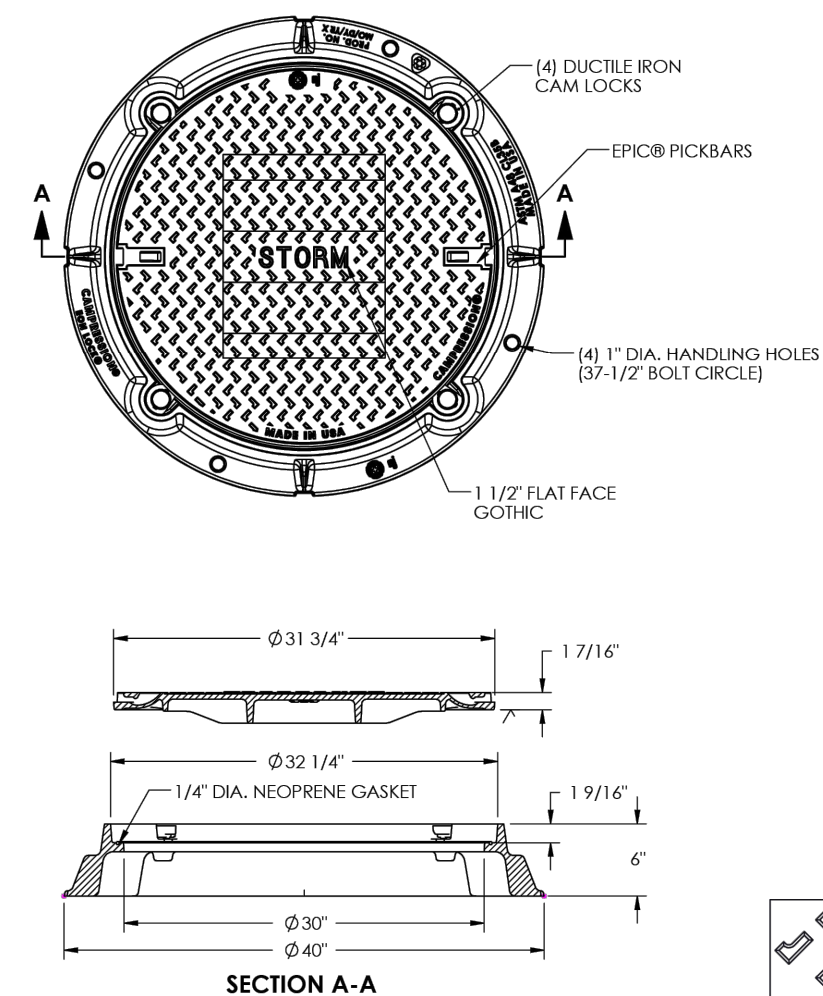
### ADA PARKING STALL SYMBOL

NOT TO SCALE

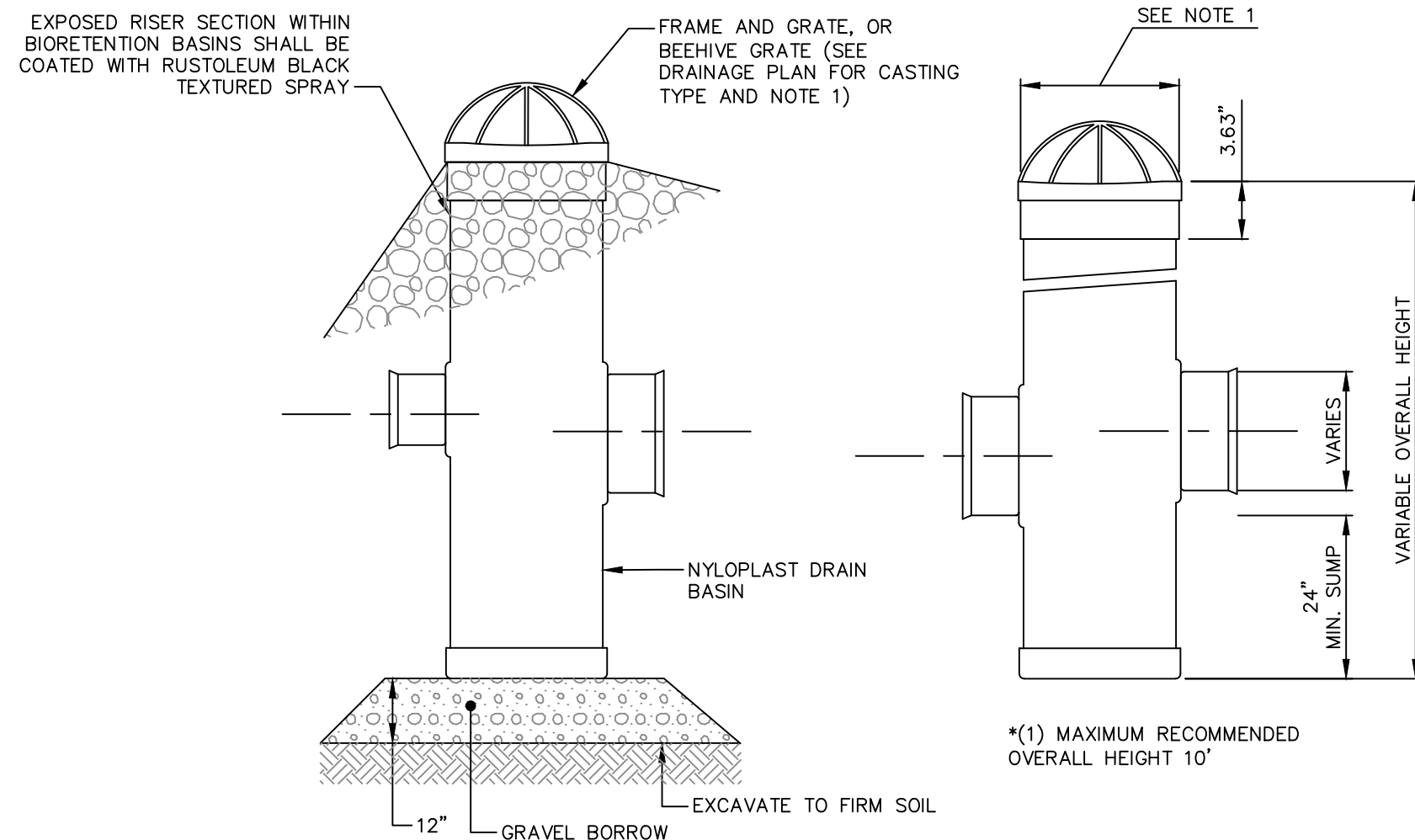




DOGHOUSE STORM MANHOLE (STMH)  
NOT TO SCALE

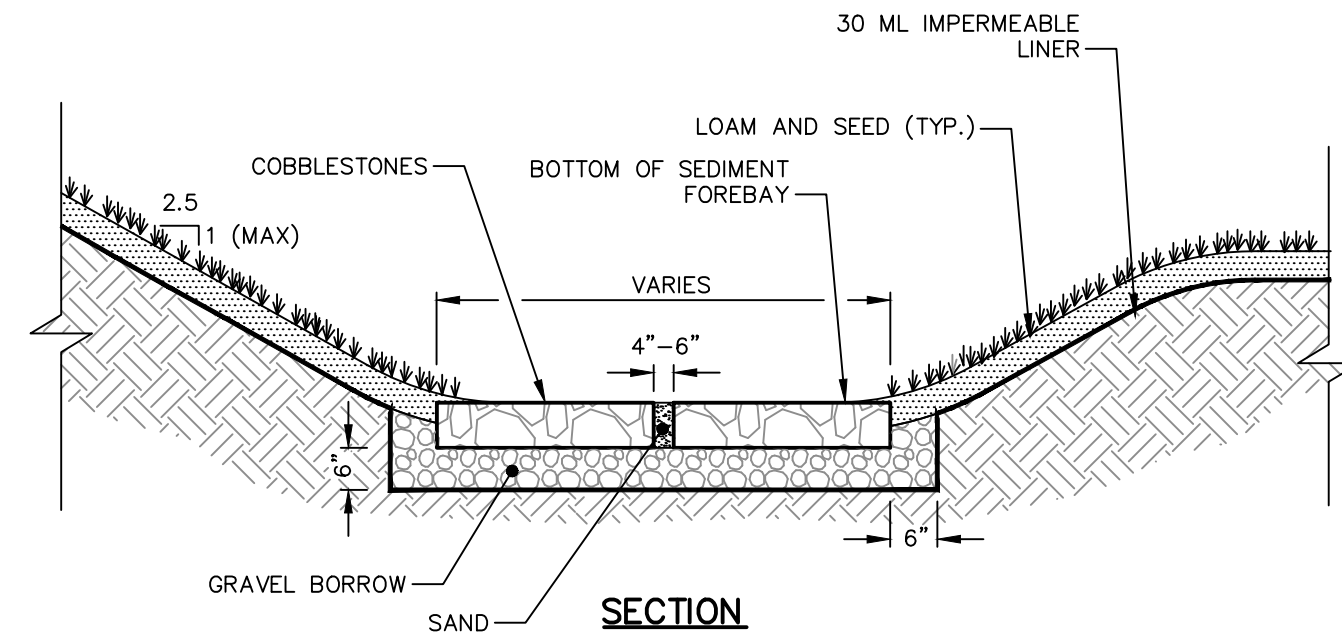


MANHOLE FRAME AND COVER  
NOT TO SCALE

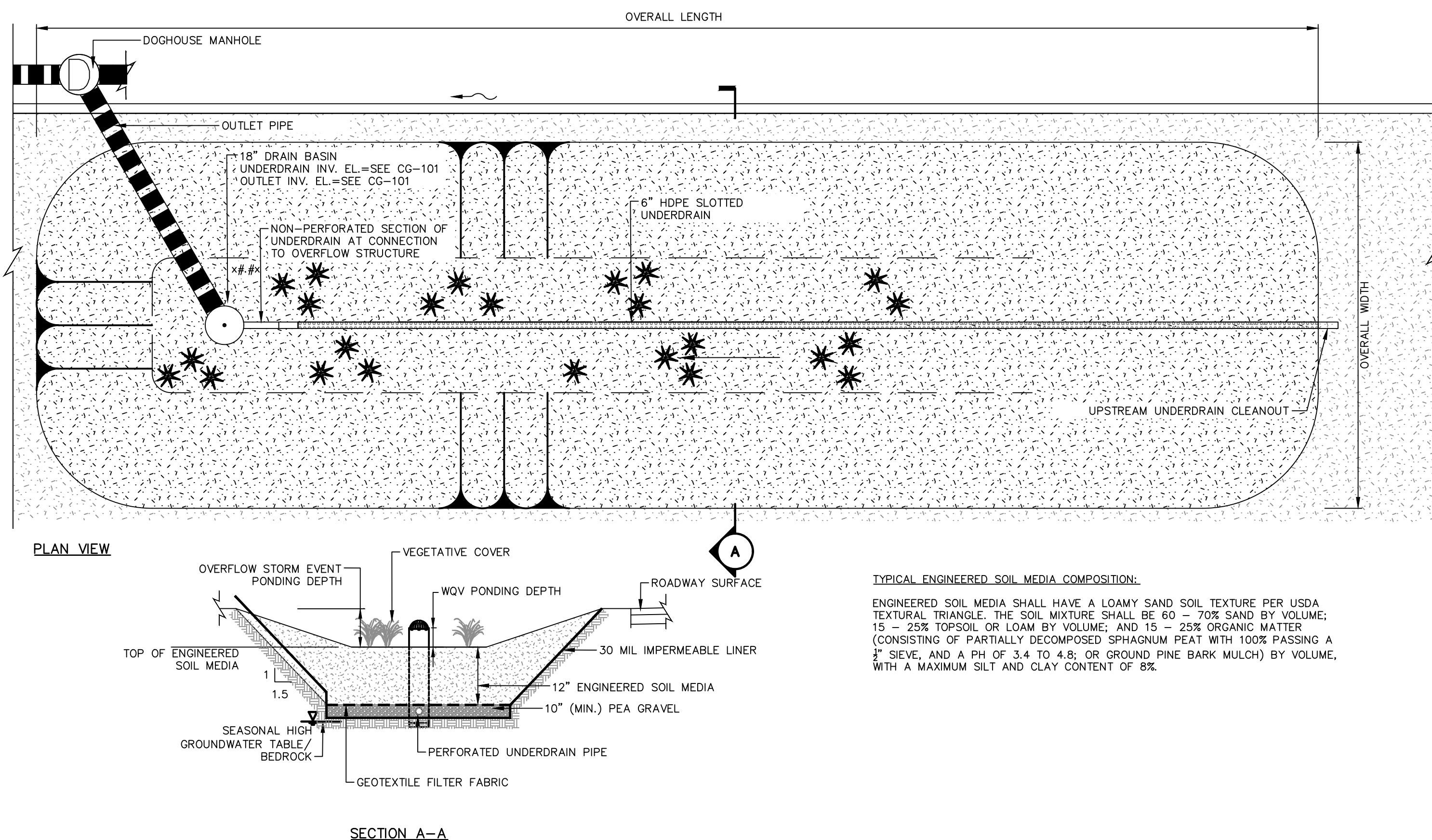


- NOTES:
- SEE DRAINAGE PLAN FOR LOCATION, DRAIN BASIN DIAMETER, GRATE, PIPE SIZE, PIPE MATERIAL, AND INVERTS.
    - DOMED GRATES SHALL BE DUCTILE IRON FRAME AND BEEHIVE GRATE MANUFACTURED BY ADS (PART #1899CGD OR PART #1299CGD), OR APPROVED EQUAL.
    - FLUSH GRATES SHALL BE ROUND, STANDARD LOCKING GRATE ASSEMBLY - TYPE C MANUFACTURED BY ADS (PART #1899GCSL), OR APPROVED EQUAL.
  - FRAMES AND COVERS AND FRAMES AND GRATES SHALL BE INTEGRATED DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
  - GRAVEL BORROW SHALL BE COMPACTED TO 95-PERCENT MODIFIED PROCTOR.
  - GRAVEL BORROW SHALL CONFORM TO M.01.09, TABLE 1, COLUMN 1A OF THE STANDARD SPECIFICATIONS.

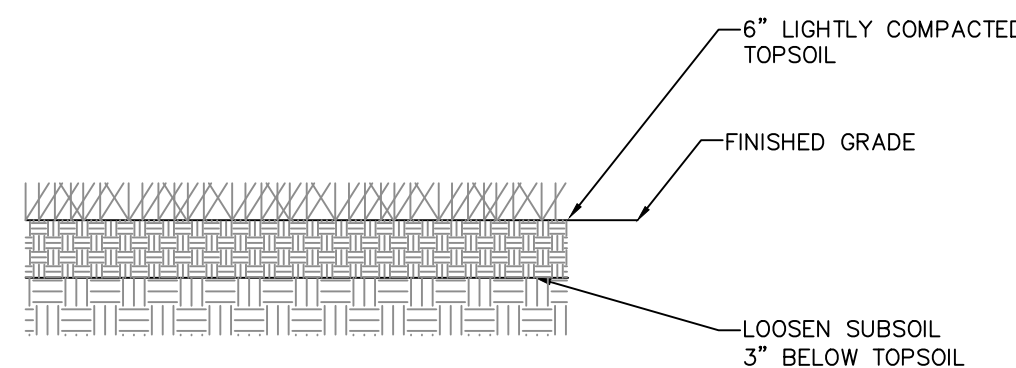
DRAIN BASIN (DB)  
NOT TO SCALE



LINED SEDIMENT FOREBAY NO. 1  
NOT TO SCALE

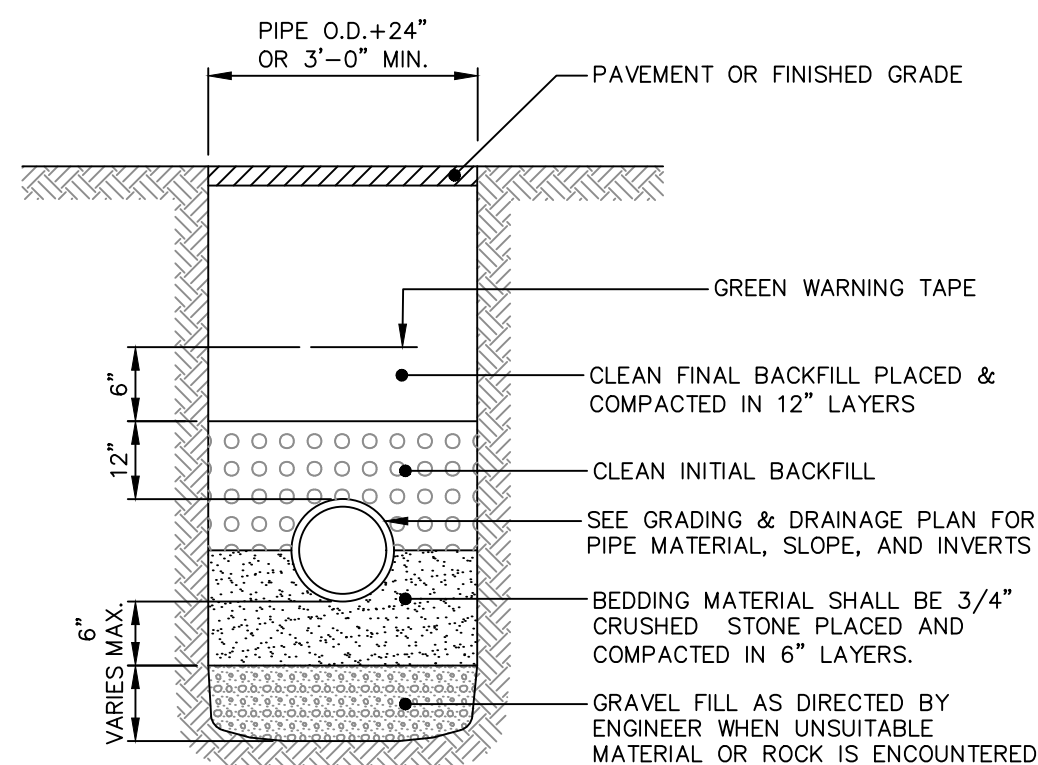


LINED BIORETENTION BASIN  
NOT TO SCALE



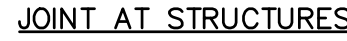
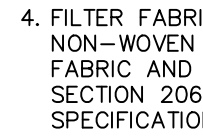
LOAM AND SEED  
NOT TO SCALE

- NOTES:
- REUSE TOPSOIL ON-SITE. VERIFY SUITABILITY OF STOCKPILED TOPSOIL TO PRODUCE LOAM. CLEAN TOPSOIL OF ROOTS, PLANTS, SOFT, STONES, CLAY LUMPS, AND OTHER EXTRANEEOUS MATERIALS HARMFUL TO PLANT GROWTH.
    - SUPPLEMENT WITH IMPORTED OR MANUFACTURED LOAM FROM OFF-SITE SOURCES WHEN QUANTITIES ARE INSUFFICIENT, OBTAIN TOPSOIL DISPLACED FROM NATURALLY WELL-DRAINED CONSTRUCTION OR MINING SITES WHERE TOPSOIL OCCURS AT LEAST 6 INCHES DEEP.
  - LOAM OR RESPREAD TOPSOIL SHALL CONFORM TO ASTM D5268, WITH PH BETWEEN 5.5 AND 7, A MINIMUM OF 6 PERCENT ORGANIC MATERIAL CONTENT, FREE OF STONES 1/4 INCH OR LARGER AND FREE OF OTHER EXTRANEEOUS MATERIALS. SHALL NOT BE OBTAINED FROM AGRICULTURAL LAND, BOGS, OR MARSHES.
  - ALL SURFACED AREAS OR DISTURBED AREAS NOT SPECIFIED ON THE PLANS SHALL RECEIVE 6 INCHES OF LOAM OR RESPREAD TOPSOIL, SEED, MULCH, AND BE WATERED UNTIL A HEALTHY STAND OF GRASS IS OBTAINED.
  - SEED MIX SHALL BE "HART'S LOW GROW MIXTURE" OR APPROVED EQUAL BY ENGINEER UNLESS OTHERWISE NOTED ON THE PLANS.



STORM DRAIN TRENCH  
NOT TO SCALE





1. PROVIDE EXPANSION JOINTS WITH 1/2" PREMOLDED JOINT FILLER AT MIN. 20 FT. O.C. AND AT FACE OF BUILDINGS OR FIXED OBJECTS.
2. PROVIDE TOOLED CONTROL JOINTS AT 5' O.C. IN EACH DIRECTION, WHERE SIDEWALK ABUTS EXISTING SIDEWALK, ALIGN JOINTS WITH EXISTING, AND MATCH JOINT SPACING OF EXISTING.
3. PROVIDE BROOM FINISH IN DIRECTION PERPENDICULAR TO CURB.
4. UNSUITABLE MATERIAL WITHIN SUBGRADE SHALL BE REMOVED AND REPLACED WITH GRAVEL BORROW.
5. CROSS-SLOPE VARIES. SEE GRADING PLAN.
6. COMPACT GRAVEL BORROW TO 95% MODIFIED PROCTOR.
7. GRAVEL BORROW SHALL BE CLEAN FILL IN ACCORDANCE WITH THE REMEDIAL ACTION WORK PLAN.

NOT TO SCALE

APROX. SURFACE ELEVATION - 55'  
DIMENSIONS OF PIT - 12'X4'  
TOTAL DEPTH - 4'  
DEPTH TO BEDROCK - N/A  
DEPTH TO REDOX - 13"  
DEPTH TO ROOTS - 12"  
DEPTH TO WATER - 26"  
LOGGED BY: EKO  
CHECKED BY: CEV

APROX. SURFACE ELEVATION - 54'  
DIMENSIONS OF PIT - 12'x4'  
TOTAL DEPTH - 4'  
DEPTH TO BEDROCK - N/A  
DEPTH TO REDOX - 6"  
DEPTH TO ROOTS - 23"  
DEPTH TO WATER - 13"  
LOGGED BY: EKO  
CHECKED BY: CEV

**NOT TO SCALE**



1. DETECTABLE WARNING SYSTEM SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE RIDOT STANDARD SPECIFICATIONS.

NOT TO SCALE



## **Appendix H**

### **Specifications Issued for Bid**

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**SECTION 01 01 00 – SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.1 GENERAL PROVISIONS**

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS (PCR), which are hereby made a part of this Section of the Specifications.

**1.2 RELATED SECTIONS**

- A. Instructions and Notifications to Bidders- Bidding Documents

**1.3 PROJECT INFORMATION**

- A. Project Identification: Slater Park North Parking Lot Improvements
- B. Location: Slater Park, Off Sally Road, Pawtucket, RI 02861
- C. Owner: City of Pawtucket, RI
- D. Engineer: Fuss & O'Neill, Inc.

**1.4 GENERAL SCOPE OF WORK**

- A. The Slater Park North Parking Lot Improvements Project shall include:
  - 1. The demolition of existing site features to include, but not limited to, removing pavement, strip and stockpile topsoil, and tree removal and grubbing as detailed in the contract documents.
  - 2. Installation and maintenance of erosion controls.
  - 3. Installation of parking lot and walkways, crosswalks, detectable warning panels, curbing, pavement markings, signage, and trees, as detailed in the contract documents.
  - 4. Various site improvements including landscaping, walkways, grading, loam and seeding, and all other requirements, as detailed in the contract documents.
  - 5. Installation of sediment forebay, paved waterways, bioretention basin, drain basins with grates and frames, pipes, underdrain, cleanouts, drain manhole cover, doghouse manhole, and flared end sections.
  - 6. The restoration of landscaping with loam and seed, and any items damaged or destroyed by encroaching upon areas outside the Project Site.

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7. All other work indicated on the contract plans and/or specifications.

### **1.5 DIG SAFE**

- A. The Contractor shall be responsible for complying with all applicable Call Dig Safe Rules.
- B. Call Dig Safe at 1-888-DIG-SAFE (344-7233) at least 72 business hours before excavation on public and private property, rights of ways and easements (excluding weekends and holidays), to mark out the utility locations.

### **1.6 CONTRACTOR'S USE OF PREMISES**

- 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 owned by the City of Pawtucket. Secure any additional access rights for such work.
- C. Contractor shall be responsible for securing and obtaining a staging area for storage of equipment and materials to execute the Work. This project is of significant size and scope and the Contractor is expected to account for a staging area for their use at the time of bidding.
- D. If directed by the Owner or the Engineer, move any stored items which interfere with traffic flow, operations of the Owner, or other contractors.
- E. Remove and restore to original condition structures, utility lines, poles, guy wires, anchors, mailboxes, signs, and other improvements required to be relocated for construction of the Work. Notify the Engineer, the Owner, and utilities of intended modification or disruption to their property prior to the start of construction and cooperate with them in the scheduling and performance of operations.
- F. 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.

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### **1.7 SCHEDULE OF CONSTRUCTION**

- A. Start construction – September 8<sup>th</sup>, 2025
- B. Substantial Completion of Project – November 21<sup>st</sup>, 2025 (including grass establishment)
- C. Final Completion of Facility – December 5<sup>th</sup>, 2025
- D. Prior to construction, the Contractor shall provide a detailed Gantt Chart schedule noting the start and end date of each task to be completed. The schedule shall include submission dates for key product submittals.

### **1.8 SEQUENCE OF WORK**

- A. Plan of work:
  - 1. The Engineer has developed a Construction Sequence, which is located on Plan Sheet CN-001 General Notes and Legend as the basis for the schedule. Some work must be performed before subsequent work can continue.
  - 2. The demolition of existing site features should be performed prior to any construction of the parking lot, stormwater management systems, and associated features.

### **1.9 TESTING**

- A. The Contractor will retain and pay for the services of a certified independent testing laboratory in good standing to perform inspections, tests and other services required by the Contract Documents including the expense of all failed tests, including retests as required to obtain approval. Contractor shall submit testing lab certifications and qualifications to the Owner for approval.

### **1.10 MEETINGS**

- A. A competent representative of the Contractor who is familiar with the site and progress of the work is required to attend weekly jobsite meeting during the period of construction.

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### **1.11 RESTORATION**

- A. Unless otherwise noted, restore all landscape and hardscape areas to the condition that existed prior to construction. Restoration of areas that were disturbed outside of the limit of disturbance will be at the Contractor's expense.
- B. Existing pavement and curbing disturbed and replaced shall be of matching thickness and type that existed prior to construction.

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

### **PART 3 - EXECUTION (NOT USED)**

**END OF SECTION**

**SECTION 01 22 01 - MEASUREMENT AND PAYMENT**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes measurement and payment paragraphs for the Work to be completed under each pay item (lump sum and unit price) for each item on the Bid Form.

**1.3 DEFINITIONS**

- A. Payment Items: The Contractor's distribution of the Contract Sum through listed work items, as outlined in this Specification.
  - 1. Each item is specified to include a defined scope of services. However, not all materials, labor, equipment, or services of a payment item are guaranteed to be listed or specified.
  - 2. Include costs associated with items of work required to complete the defined scope of services within the appropriately specified payment item.
  - 3. Payment items include all necessary material, plus cost for delivery, installation, applicable taxes, overhead, and profit.
- B. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Price by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.
- C. Lump Sum: When used as an item of payment, means complete payment for the work prescribed for that portion of the Work under the item, or all work prescribed in the Contract, as the case may be.
  - 1. Lump sum payment items are groupings of the Work as determined by the Owner only for the Owner's convenience. Such listings of payment items shall establish the minimum level of detail for the Schedule of Values.
  - 2. The Schedule of Values shall further include the breakdown of each lump sum bid item that appears in the Agreement and shall include the Contractor's verified quantities used in preparing its bid. If accepted by the Engineer, this breakdown will be used in approximating percentages of completion of the lump sum bid items during the processing of payment applications.
- D. Payment for Work associated with individual Work Segments will not be released until such Work Segment is Substantially Complete, including site restoration and site improvements of that Work Segment and has been approved as such by the Engineer.



**PART 2 - PRODUCTS (NOT USED)**

**PART 3 - EXECUTION**

**3.1 TREE REMOVAL (Item UP-1)**

- A. Measurement
  - 1. Measurement for payment for tree removal will be measured per each tree cut and stump and root system removed and disposed.
- B. Payment
  - 1. This price and payment shall be full compensation for tree trimming, tree cutting, stump grinding, stump and root excavation, disposal of all and all else incidental thereto for which separate payment is not provided under other items in the Bid Form.

**3.2 BITUMINOUS CONCRETE PAVEMENT (Item UP-2)**

- A. Measurement
  - 1. Measurement for payment for bituminous pavement furnished and installed on Sally Road and the North Parking lot for a depth of 3.5 inches in accordance with the Bituminous Concrete Pavement Detail on Sheet CD-502 within the Contract Plans and shall be the actual number of Tons placed as determined by the Engineer.
- B. Payment
  - 1. Payment for bituminous concrete pavement shall be made for the quantity as determined above at the unit price bid for in the Bid Form and shall be full compensation for removal and disposal of existing asphalt, grading and compacting subgrade, furnishing and placing pavement.
  - 2. No payment will be made under UP-2 for refill material to replace any deficiency of backfill material.

**3.3 TREE INSTALLATION (Item UP-3)**

- A. Measurement
  - 1. Measurement for payment for installing/planting a tree will be measured per each tree planted in place. Species type and location is indicated within the Contract Plans.
- B. Payment
  - 1. This price and payment shall be full compensation for excavation, placement of root ball, backfilling, compacting, placement of mulch, installation of wood stakes and guy wires, as needed, and all else incidental thereto for which separate payment is not provided under other items in the Bid Form. Installation shall be in accordance with the Tree Planting detail on Sheet CD-504 within the Contract Plans.

**3.4 TURF ESTABLISHMENT (Item UP-4)**

A. Measurement

1. Measurement for payment for handling and placing loam and seed shall be the actual number of square yards stripped, placed, and seeded as determined by the Engineer. A depth of 6 inches of loam shall be used for landscaped areas. Establishment of grassy areas will require seed measured under this item and actual areas seeded.

B. Payment

1. Payment for loam includes all labor to strip, store, furnish new, place loam, all material, labor, and equipment required or incidental to the satisfactory completion of the work including seeding (during spring or fall growing season with approved seed mix), raking, periodic watering, and maintenance to achieve satisfactory growth and establishment, as depicted in the drawings to the specified grades, depths, and locations as excepted by the Engineer. It is the contractor's responsibility to adequately spread, water and maintain the new grass. Should the grass not establish itself to 80% coverage, the Contractor shall redo the work to re-establish acceptable growth at no additional payment.

**3.5 REMOVAL OF UNSUITABLE MATERIAL (Item UP-5)**

A. Measurement

1. Measurement for payment shall include the removal of a quantity of unsuitable material, such as defective gravel base, brick, stone mortar, blocks, cobblestone, curbing, concrete footing and other waste debris that is not scheduled for removal under the other sections of the specifications. The Contractor shall contact the Engineer/Owner's Representative in the event unsuitable material is encountered. Unsuitable material shall not be removed from the site without inspection and approval by the Owner's Representative. Removal requires certification of quantities by the Contractor.

B. Payment

Payment per cubic yard shall be inclusive of removal and disposal of unsuitable material in accordance with local and state requirements.

**3.6 ALTERNATIVE ADD/DEDUCT ITEMS**

- A. Refer to Bid form in Div 0 for description of measurement and payment for alternative add/deduct bid items.

**END OF SECTION**

## **SECTION 01 31 00 - 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 01 70 00 "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 2. Section 01 77 00 "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.

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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.

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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.

### **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, and Sanitation Departments, a minimum of 2 business days prior to roadway construction activities.

### **1.8 COORDINATION WITH CITY**

- A. Coordinate detour and park closing notification and signage with City.

### **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:

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- a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe 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 civil and electrical systems.
- d. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
- e. Indicate required installation sequences.
- f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with permits or other site features. 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.



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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: Owner will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting.
  2. Agenda: Owner or Engineer will prepare the meeting agenda and distribute the agenda to all invited attendees.
  3. Minutes: Owner or Engineer will record significant discussions and agreements achieved, and distribute the meeting minutes to everyone concerned within 10 days of the meeting.
- B. Preconstruction Conference: Owner will schedule a preconstruction conference before start of construction, at a time convenient to 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. Critical work sequencing.
    - c. Designation of responsible personnel.
    - d. Procedures for processing field decisions and Change Orders.
    - e. Procedures for processing Applications for Payment.
    - f. Distribution of the Contract Documents.
    - g. Submittal procedures.
    - h. Preparation of Record Documents.
    - i. Use of the premises.
    - j. Responsibility for temporary facilities and controls.
    - k. Parking availability.
    - l. Office, work, and storage areas.
    - m. Equipment deliveries and priorities.
    - n. First aid.
    - o. Security.

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- p. Progress cleaning.
    - q. Working hours.
    - r. 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-weekly 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 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**

**SECTION 01 33 00 - SUBMITTAL PROCEDURES**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

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

**1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

**1.3 DEFINITIONS**

- A. Action Submittals: Written and graphic information that requires Owner's or Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Owner's or Engineer's approval. Submittals may be rejected for not complying with requirements.
- C. Addresses: Include mailing address, telephone number, facsimile number, and e-mail address.

**1.4 SUBMITTAL PROCEDURES**

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Method of Transmitting Submittals: Electronic transmission of submittals by email-process is required unless not practical (i.e. samples). Submittal shall be in a single attachment which includes all information contained in the email. If submittals are too large to email or must contain multiple files, the contractor shall upload to a shared folder provided by the Owner and send an email indicating the upload.
- 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 unreviewed.
- 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.

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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. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- E. Submittals Schedule: Contractor shall provide a submittal schedule indicating expected submission timeframe and notation for long lead time and/or critical path items.
- F. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's receipt of submittal.
  1. Initial Review: Allow five (5) working days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Owner or Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
  2. If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Allow five (5) working days for processing each resubmittal.
  4. 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.
- G. 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 Owner/Engineer.
  3. Include the following information on label for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name and address of Owner.
    - 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.

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- H. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals. Provide list or narrative of deviations on Submittal Transmittal form.
- I. Additional Copies: Unless additional copies are required for final submittal, and unless Owner or Engineer observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
  - 1. Submit one (1) copy of submittal to concurrent reviewer in addition to specified number of copies to Owner.
  - 2. Additional copies submitted for maintenance manuals will be marked with action taken and will be returned.
- J. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner or 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 Owner or 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: Provide locations on form for the following information. Also see sample form at end of Section.
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Submittal and transmittal distribution record.
    - i. Remarks.
    - j. Signature of transmitter.
- K. 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.
- L. Use for Construction: Use only final submittals with mark indicating action taken by Owner or Engineer in connection with construction.



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### **PART 2 - PRODUCTS**

#### **2.1 REPORTS**

- A. Weekly Construction Reports: Prepare a weekly construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Equipment at Project site.
  - 4. Material deliveries.
  - 5. Testing and inspection.
  - 6. Accidents.
  - 7. Meetings and significant decisions.
  - 8. Stoppages, delays, shortages, and losses.
  - 9. Emergency procedures.
  - 10. Orders and requests of authorities having jurisdiction.
  - 11. Change Orders received and implemented.
  - 12. Work Change Directives received and implemented.
  - 13. Partial completions and occupancies.
  - 14. Substantial Completions authorized.

#### **2.2 ACTION SUBMITTALS**

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
  - 1. Number of Copies: Submit one (1) electronic copy, unless otherwise indicated. Owner or Engineer will return one (1) electronic copy.
    - a. Submit a preliminary single copy of each submittal where selection of options, color, pattern, texture, or similar characteristics is required. Owner or 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.

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- 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. Shopwork manufacturing instructions.
    - f. Templates and patterns.
    - g. Schedules.
    - h. Design calculations.
    - i. Compliance with specified standards.
    - j. Notation of coordination requirements.
    - k. 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 30 by 40 inches.
- D. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
  - 1. Type of product. Include unique identifier for each product.
  - 2. Location within site.

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- E. Submittals Schedule: Comply with requirements in Division 1 Section 01 29 00 Payment Procedures.
- F. 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.

### **2.3 INFORMATIONAL SUBMITTALS**

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
  - 1. Number of Copies: Submit one (1) electronic copy of each submittal, unless otherwise indicated. Engineer or Owner will not return copies.
  - 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.
- 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. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements, if applicable. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- E. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- F. 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. Date and method of shipment.

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7. Signature of Supplier's authorized agent.
8. Notarization of certificate.
- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment.
- N. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
  1. Preparation of substrates.

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2. Required substrate tolerances.
  3. Sequence of installation or erection.
  4. Required installation tolerances.
  5. Required adjustments.
  6. Recommendations for cleaning and protection.
- P. 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.
- Q. 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.

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### **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 Owner.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. 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 REVIEWER'S ACTION**

- A. General: Owner or Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
  - 1. Owner or Engineer may elect not to review partial or incomplete submittals and will return such submittals with no action taken.
- B. Action Submittals: Owner or Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner or 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 Owner or Engineer.
  - 3. Rejected: Submittal must be revised and resubmitted.
- C. Informational Submittals: Owner or Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Owner or Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

**END OF SECTION**



## **SECTION 01 40 00 - 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.

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- 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

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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**

**SECTION 01 42 00 - 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.

**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.

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- 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 <a href="http://www.access-board.gov">www.access-board.gov</a>	(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 <a href="http://www.gpoaccess.gov/cfr/index.html">http://www.gpoaccess.gov/cfr/index.html</a>	(866)-512-1800 (202) 512-1800
CRD	Handbook for Concrete and Cement Available from Army Corps of Engineers Waterways Experiment Station <a href="http://www.erdc.usace.army.mil/">http://www.erdc.usace.army.mil/</a>	(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 <a href="http://www.astimage.daps.dla.mil/online">www.astimage.daps.dla.mil/online</a>	(215) 697-6257
FED-STD	Federal Standard (See FS)	
FS	Federal Specification	



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	Available from Defense Automated Printing Service <a href="http://www.astimage.daps.dla.mil/online">www.astimage.daps.dla.mil/online</a>	(215) 697-6257
	Available from General Services Administration <a href="http://www.fss.gsa.gov/pub/fed-specs.cfm">www.fss.gsa.gov/pub/fed-specs.cfm</a>	(202) 619-8925
	Available from National Institute of Building Sciences <a href="http://www.nibs.org">www.nibs.org</a>	(202) 289-7800
FTMS	Federal Test Method Standard (See FS)	
MILSPEC	Military Specification and Standards Available from Defense Automated Printing Service <a href="http://www.astimage.daps.dla.mil/online">www.astimage.daps.dla.mil/online</a>	(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 <a href="http://www.access-board.gov">www.access-board.gov</a>	(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) <a href="http://www.aluminum.org">www.aluminum.org</a>	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers <a href="http://www.aaadm.com">www.aaadm.com</a>	(216) 241-7333
AABC	Associated Air Balance Council <a href="http://www.aabchq.com">www.aabchq.com</a>	(202) 737-0202
AAMA	American Architectural Manufacturers Association <a href="http://www.aamanet.org">www.aamanet.org</a>	(847) 303-5664
AAN	American Association of Nurserymen (See ANLA)	

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AASHTO	American Association of State Highway and Transportation Officials <a href="http://www.aashto.org">www.aashto.org</a>	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) <a href="http://www.aatcc.org">www.aatcc.org</a>	(919) 549-8141
ABMA	American Bearing Manufacturers Association <a href="http://www.abma-dc.org">www.abma-dc.org</a>	(202) 367-1155
ACI	American Concrete Institute/ACI International <a href="http://www.aci-int.org">www.aci-int.org</a>	(248) 848-3700
ACPA	American Concrete Pipe Association <a href="http://www.concrete-pipe.org">www.concrete-pipe.org</a>	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) <a href="http://www.aeic.org">www.aeic.org</a>	(205) 257-2530
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association <a href="http://www.afandpa.org">www.afandpa.org</a>	(800) 878-8878 (202) 463-2700
AGA	American Gas Association <a href="http://www.aga.org">www.aga.org</a>	(202) 824-7000
AGC	Associated General Contractors of America (The) <a href="http://www.agc.org">www.agc.org</a>	(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 <a href="http://www.aham.org">www.aham.org</a>	(202) 872-5955
AI	Asphalt Institute <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>	(859) 288-4960
AIA	American Institute of Architects (The) <a href="http://www.aia.org">www.aia.org</a>	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction <a href="http://www.aisc.org">www.aisc.org</a>	(312) 670-2400
ISI	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	(800) 395-2522

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	<a href="http://www.alca.org">www.alca.org</a>	
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) <a href="http://www.asme.org">www.asme.org</a>	(800) 843-2763 (202) 785-3756
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

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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 (Formerly: FM - Factory Mutual System) <a href="http://www.fmglobal.com">www.fmglobal.com</a>	(401) 275-3000
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

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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>	(847) 649-5555
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 <a href="http://www.wclib.org">www.wclib.org</a>	(503) 639-0651
WWPA	Western Wood Products Association <a href="http://www.wwpa.org">www.wwpa.org</a>	(503) 224-3930

- 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. <a href="http://www.iccsafe.org/help/redirect-bocai.html">http://www.iccsafe.org/help/redirect-bocai.html</a>	(888) 422-7233
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CABO	Council of American Building Officials (See ICC)	
IAPMO	International Association of Plumbing and Mechanical Officials (The) <a href="http://www.iapmo.org">www.iapmo.org</a>	(909) 472-4100
ICBO	International Conference of Building Officials <a href="http://www.iccsafe.org/">http://www.iccsafe.org/</a>	(888) 422-7233
ICC	International Code Council, Inc. (Formerly: CABO - Council of American Building Officials) <a href="http://www.iccsafe.org/">http://www.iccsafe.org/</a>	(888) 422-7233
SBCCI	Southern Building Code Congress International, Inc. <a href="http://www.iccsafe.org/">http://www.iccsafe.org/</a>	(888) 422-7233

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 <a href="http://www.epa.gov">www.epa.gov</a>	(202) 272-0167
GSA	General Services Administration <a href="http://www.gsa.gov">www.gsa.gov</a>	(877) 472-3779
HUD	Department of Housing and Urban Development <a href="http://www.hud.gov">www.hud.gov</a>	(202) 708-1112
NCHRP	National Cooperative Highway Research Program (See TRB)	
OSHA	Occupational Safety & Health Administration <a href="http://www.osha.gov">www.osha.gov</a>	(800) 321-6742
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
TRB	Transportation Research Board <a href="http://www.nas.edu/trb">www.nas.edu/trb</a>	(202) 334-2934
USDA	Department of Agriculture <a href="http://www.usda.gov">www.usda.gov</a>	(202) 720-2791
USPS	Postal Service <a href="http://www.usps.com">www.usps.com</a>	(202) 268-2000

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

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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 <a href="http://www.crmc.state.ri.us/">www.crmc.state.ri.us/</a>	(401) 783-3370
RIDEM	Rhode Island Department of Environmental Management <a href="http://www.dem.ri.gov/">www.dem.ri.gov/</a>	(401) 222-6800 (401) 222-3070
RIDOT	Rhode Island Department of Transportation <a href="http://www.dot.state.ri.us/">www.dot.state.ri.us/</a>	(401) 222-2481
UMASS	University of Massachusetts UMASS Extension (Amherst) <a href="http://www.umass.edu/">www.umass.edu/</a>	(413) 545-0111
UNHSC	University of New Hampshire Stormwater Center <a href="http://www.unh.edu/erg/cstev/">http://www.unh.edu/erg/cstev/</a>	(603) 767-7091
URI	University of Rhode Island <a href="http://www.uri.edu">www.uri.edu</a>	(401) 874-1000

### **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 01 45 29 – 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.

**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.

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- 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.

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- 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**

**SECTION 01 50 00 - 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.
- C. Support facilities include, but are not limited to, the following:
  - 1. Dewatering facilities and drains.
  - 2. 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, and electric power 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.

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### **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 2025" 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. All materials shall meet the requirements shown on the Drawings and comply with State of Rhode Island and Department of Environmental Management requirements.

## **PART 3 - EXECUTION**

### **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.

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- 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.
  - 3. Hand Sanitizer/Washing Station: Install or confirm hand sanitizer/washing stations are available on site.
- 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. 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.

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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.



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2. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "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.

### **END OF SECTION**

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## **SECTION 01 51 00 - 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 in the streets, 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.

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- 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 01 55 26 - 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, and temporary lighting to inform the general public of hazards during construction of the Work.
  - 2. 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 and Detour 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 Part 6 of the Manual on Uniform Traffic Control Devices, latest edition with revisions.
    - b. The first phase of traffic control shall comply with the Contract Drawings.
    - c. Temporary through traffic road closures may be implemented when approved by City, Owner, and Engineer for subsequent phases of traffic control. For all phases of traffic control, emergency vehicle and local access must be maintained at all times. If road closures are to be implemented, access to residences and businesses shall be maintained to the maximum extent possible.
    - d. Trenching shall be covered with steel plating during non-working hours.
- B. Notice to Police, Fire, and Residents: The Contractor shall notify the Central Falls Police and Fire Departments 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) closures and/or modification will be in effect
  - 2. Description of closure 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

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### **1.3 DEFINITIONS**

- A. Trafficmen
  - 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 2025, 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 926.02.
- 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 in the Contract Drawings.
- B. Do not barricade streets without prior approval of local authorities. Keep closings to as brief a period as possible.
- C. Coordinate with City Police to provide details as required for the proper directing and control of traffic during the Work. The Contractor shall be responsible for scheduling details. Police detail paid for by Owner.

### **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.
- 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.

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- 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 926.03 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 trafficmen for construction projects including requirements for canceling scheduled trafficmen.

### **PART 4 - METHOD OF MEASUREMENT**

- A. This work will not be measured for payment.

### **PART 5 - BASIS OF PAVEMENT**

- A. This work shall be paid for as part of the unit prices Contract Base Bid, including all products, materials, equipment, tools, labor and incidentals thereto, complete and accepted by the Engineer.

**END OF SECTION**

**SECTION 01 57 13 – 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, RIDOT Standard Specification for Road and Bridge Construction, RI Soil Erosion and Sediment Control Handbook and Division 1 Specification Sections, apply to this Section.
- B. Soil Erosion and Sediment Control Report, prepared by Fuss & O'Neill, Inc. dated August 2024.

**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.
  - 2. Temporary seeding and mulching.
  - 3. Dust control.

**1.3 SUBMITTALS**

- A. Product data and manufacturer's installation instructions: For the following:
  - 1. Straw Wattles.
  - 2. Silt Fence.
  - 3. Construction Access.
  - 4. Catch Basin Inlet Protection.
  - 5. Soil Stockpile.
  - 6. Temporary Dewatering Basin.
  - 7. Dust control.

**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 March 2025" 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



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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.

### **1.5 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 STRAW WATTLES**

- A. Straw Wattles: 12” SediMax SW-12 manufactured by North American Green, or approved equal.
- B. Stakes: Wood, minimum 1-inch by 1-inch by minimum 24-inches long.

### **2.2 CONSTRUCTION ACCESS**

- A. Crushed Stone: Comply with Subsection M.01.09, Table I, Column II of the Standard Specifications.
- B. Filter fabric shall conform to standard specification section 206.02.2.

### **2.3 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. Temporary mulching shall include straw, wood fiber, hydromulch, bonded fiber matrix (BFM) and flexible growth medium (FGM). If hydromulches are used, use hydromulch with a minimum blend of 70% wood fibers.
  - 1. Cellulose Fiber: Cellulose fiber mulch shall conform to M.18.08.1 of RIDOT’s Standard Specifications.
  - 2. Wood Chips: Wood chips shall conform to M.18.08.2 of RIDOT’s Standard Specifications.
  - 3. Pine Bark Mulch: Pine bark mulch shall conform to M.18.08.3 of RIDOT’s Standard Specifications.
  - 4. Adhesive Mulch Stabilizer: Adhesive mulch stabilizer shall conform to M.18.08.4 of RIDOT’s Standard Specifications.
  - 5. Flexible Growth Medium (FGM™) as manufactured by Profile Products or approved equal.
  - 6. Bonded fiber matrix (BFM): Hydrostraw BFM as manufactured by Hydrostraw, LLC or approved equal.

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### **2.4 DUST CONTROL**

- A. Water: Potable.

## **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**

- A. Stockpile Side Slopes: 2:1 maximum.
- B. Surround stockpiles by perimeter erosion control measure.
- C. Stabilize stockpiles not to be used within 30 days with temporary vegetation and mulch immediately after formation of stockpile.
- D. Soil Stockpiles for Hazardous Materials: Install in accordance with detail in Contract Documents and manufacturer's instructions.

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### **3.3 TEMPORARY DEWATERING BASIN**

- A. Install in accordance with detail in Contract Documents and manufacturer's instructions.

### **3.4 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.

### **3.5 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.

### **3.6 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.

### **3.7 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.

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### **PART 4 - METHOD OF PAYMENT**

- A. 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 01 60 00 - 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, if applicable, 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.
    - a. Form of Approval: As specified in Section 01 33 00 "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

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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 01 77 00 "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.



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### 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.

## 3.2 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:

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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 4 - EXECUTION (NOT USED)**

### **PART 5 - MEASUREMENT AND PAYMENT**

- A. This work will not be measured for payment.

### **PART 6 - 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 01 70 00 - 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.

### **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.

### **EXECUTION REQUIREMENTS 01 70 00 - 1**

### **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 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 elsewhere 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. Site Improvements: Locate and lay out site improvements, including grading, fill and topsoil placement, bank stabilization and invert elevations.
- D. 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.
- E. 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

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- 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.

## EXECUTION REQUIREMENTS 01 70 00 - 3

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- 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.

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### **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 01 77 00 - 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 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, Owner will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner/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 Owner/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 0.
  - 2. Submit certified copy of Owner's/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner/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, Owner/Engineer will either proceed with inspection or notify Contractor of unfulfilled

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requirements. Owner/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 Owner's/Engineer's reference during normal working hours.

## **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
    - 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.

**END OF SECTION**

## **SECTION 01 78 39 – PROJECT 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 01 77 00 "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 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 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,

## 20221011.A10 – Slater Park North Parking Lot Improvements

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 depths of underground utilities.
    - d. Revisions to routing of piping.
    - e. Revisions to electrical circuitry.
    - f. Changes made by Change Order or Construction Change Directive.
    - g. Changes made following Engineer's written orders.
    - h. Details not on the original Contract Drawings.
    - i. Field records for variable and concealed conditions.
    - j. 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 01 33 00 "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.

## **20221011.A10 – Slater Park North Parking Lot Improvements**

- 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.
  - 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.

**END OF SECTION**

## Appendix I

### Soil Erosion & Sediment Control Report



# **Soil Erosion and Sediment Control Plan Slater Park North Parking Lot Improvements**

## **City of Pawtucket**

137 Roosevelt Ave  
Pawtucket, Rhode Island

August 30, 2024

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A	Location Map
B	SESC Plan Inspection Report and Instructions
C	SESC Plan Corrective Actions Log
D	SESC Plan Amendments Log
E	Party Certifications Form
F	Operator Certification Form

## End of Report

## **1 Project Narrative**

### **1.1 Introduction**

Fuss & O'Neill has prepared this Soil Erosion and Sediment Control (SESC) Plan for construction activities associated with Slater Park North Parking Lot Improvements project in Pawtucket, Rhode Island. This project includes the construction of a bioretention basin and sediment forebay, and parking lot redesign. The purpose of this SESC Plan is to describe the erosion and sedimentation controls that shall be employed during and after construction of the project, and to provide appropriate maintenance measures for the controls. The Contractor shall be responsible for implementing all elements of the erosion and sedimentation control measures defined within this SESC Plan during construction. The property owner, the City of Pawtucket Department of Public Works, shall be responsible thereafter. The project will not be considered complete until all disturbed areas have been satisfactorily stabilized, any erosion that has occurred on-site has been repaired, and all temporary erosion and sedimentation controls have been removed.

### **1.2 Project Description**

This project involves redesigning the North Parking Lot on Sally Road in Slater Memorial Park, and installing a stormwater management system which drains into the Ten Mile River. Some pavement will be removed during the parking lot redesign, and a sediment forebay and a bioretention basin will be installed. The goal of this project is to treat stormwater runoff draining to the Ten Mile River and improve its water quality.

### **1.3 Site Conditions**

The Project Site is located along Sally Road in Slater Memorial Park in Pawtucket, Rhode Island. The limit of disturbance is approximately 0.75-acres and includes the entire north parking lot (See *Appendix A* for Site Location Map).

According to the Natural Resources Conservation Service's (NRCS) Web Soil Survey, the site consists of Udorthents-Urban land complex soil. Udorthents soils are composed of human transported material, have a profile of stratified sand to very gravelly coarse sand, and are classified as a HSG A.

Based on the Rhode Island Department of Environmental Management (RIDEM) Environmental Resource Map, the Site is in the Ten Mile River Watershed, which drains to Seekonk River and eventually into Narragansett Bay.

Based on the Federal Emergency Management (FEMA) Flood Map Number 4407C0327H, the site lies partially within Zone AE, a regulatory floodway.

### **1.4 Construction Sequence**

The following list outlines the basic sequence of construction:

- Install perimeter sediment control barriers and tree protection measures. Sediment erosion control measures will be maintained or replaced as required throughout the construction period.
- Confirm existing site conditions and identify trees and other existing features (structures, utilities, etc.) that are not designated for removal. Notify engineers of any discrepancies prior to construction.

- Complete demolition activities.
- Full-depth pavement removal at North Parking Lot.
- Install proposed drainage improvements.
- Perform final grading and restoration of disturbed areas. Restore bituminous concrete pavement and curbing.
- Loam and seed proposed landscaped areas and disturbed unpaved areas.
- Remove temporary erosion control measures once permanent vegetation cover has been established and the site is stabilized, inspected, and approved by permitting authority and the engineer.

## 2 Erosion and Sedimentation Control

Temporary and permanent structural and nonstructural practices shall be implemented throughout the project to minimize erosion of soils from the disturbed site. These measures are proposed to provide protection against erosion and sedimentation both during and after construction. Erosion and sedimentation controls shall be continually monitored to ensure proper function. Additional controls shall be installed if conditions warrant and when directed by the property owner, representative of the property owner, or RIDEM.

Erosion and sediment control measures shall be constructed in accordance with the *Rhode Island Soil Erosion and Sediment Control Handbook* (2016) with latest addenda and revisions. Refer to Section 3.0 of this report for maintenance notes regarding the erosion controls.

### 2.1 Vegetative Practices

- **Temporary Vegetative Cover:** Temporary vegetative cover shall be applied to exposed soils and stockpiles that have not yet reached finished grade as soon as possible, but not more than 14 days after the construction activity in that area has temporarily ceased, unless the activity is to resume within 21 days.

Temporary vegetative cover shall be installed as outlined in the *Rhode Island Soil Erosion and Sediment Control Handbook* between the following recommended seeding dates: April 1 to June 15 and August 15 to September 30. Temporary vegetative cover shall consist of 60% Annual or Perennial Ryegrass and 40% of Millet or Sudangrass or 100% of Winter Rye. Optimum seeding dates for Millet and Sudangrass are between May 15 and July 15. Annual or Perennial Ryegrass shall be planted at a rate of 1.5 pounds per 1,000 square feet, Winter Rye shall be planted at a rate of 2.5 pounds per 1,000 square feet, and Millet or Sudangrass shall be planted at a rate of 1.0 pound per 1,000 square feet.

- **Permanent Vegetative Cover:** Permanent vegetative cover shall be applied within fourteen (14) days after the construction activity in a disturbed area has permanently ceased or when grading work within the limit of disturbance is to be suspended for a period of more than one year. Permanent vegetative cover shall be installed as outlined in the *Rhode Island Soil Erosion and Sediment Control Handbook* between the following recommended seeding dates: April 1 to June 15 and August 15 to September 30.

Permanent vegetative cover shall receive the seed mixture and fertilizer in accordance with the Contract Documents.

- **Mulching:** If seeding cannot be completed immediately or within the recommended seeding dates, temporary mulching will be used to protect the site and delay seeding until the next recommended

seeding period. Straw mulch, wood fiber mulch, and hydromulch are recommended. Wood fiber mulch should not be used alone in the winter or during hot, dry weather. Straw mulch shall be anchored immediately after spreading to prevent wind-blowing. Mulch anchoring should also be used on slopes greater than 3H:1V and concentrated flow areas such as diversion and waterway channels.

All mulches shall be inspected periodically, after rainstorms, to check for rill erosion. Where erosion is observed, additional mulch shall be applied. If netting is used, the net should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, the net shall be reinstalled as necessary after repairing damage to slope. Inspections should take place until grasses are firmly established. Grass is considered to be firmly established at a minimum height of three (3) inches.

## 2.2 Structural Practices

- **Perimeter Sediment Barriers:** Staked wattles, compost filter socks, or other approved sediment barriers shall be installed downgradient of the site as shown on the plans. Additional wattle may be used within the limit of disturbance to minimize the areas of exposed soils contributing runoff to the perimeter barrier.
- **Catch Basin Inlet Protection:** Silt sacks and/or straw bale barriers shall be installed in on-site and off-site catch basins that may be subject to sedimentation to prevent sediment from entering storm drainage system prior to permanent stabilization of the disturbed site.

## 2.3 Other Controls

- **Dust Control:** Dust control is proposed to prevent blowing and movement of dust from exposed soil surfaces and to reduce the presence of dust which may cause off-site damage or pose a hazard to the health of humans, wildlife, and plants. Dust control may include, but is not limited to, application of water, mulch, and/or crushed stone or coarse gravel to exposed topsoil. Water should be applied at an average application rate of one gallon of water per square yard of exposed area. The exact number of applications and amount of water used shall be based upon field and weather conditions. Water should not be used if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.
- **Waste Disposal:** All waste containers shall be covered to avoid contact with wind and precipitation. Materials which could be a potential source of stormwater pollution such as gasoline, diesel fuel, hydraulic oil, etc., shall be stored at the end of each day in a storage trailer or covered location and taken off-site and properly disposed of. All types of waste generated at this site shall be disposed of in a manner consistent with State Law and/or regulations.
- **Street Sweeping:** The contractor is responsible for sweeping adjacent walks and roadway(s) during and at the completion of construction. Paved areas should be inspected and swept prior to rain events. Trash, sediment, and construction debris within the street shall be removed and disposed of in accordance with applicable local, state, and federal guidelines and regulations.
- **Staging and Stockpiling:** Stockpiles of any construction material shall not be located outside the designated staging area. No staging or stockpiling shall take place within the footprint of the proposed stormwater management systems. Stockpiles shall not have side slopes greater than 3H:1V, and stockpiles of erodible material shall be seeded and ringed with perimeter controls specified in the *Rhode*

*Island Soil Erosion and Sediment Control Handbook*. If soil stockpiles are not stabilized with vegetation, then they must be securely covered at the end of each workday to avoid contact with precipitation and wind. Migrated stockpiled materials shall not be swept or washed onto impervious surfaces or into any drainage inlet.

All chemicals and/or hazardous waste material must be stored properly and legally in covered areas, with containment systems constructed in or around the storage areas. Areas must be designated for materials delivery and storage.

- **Designated Washing and Fueling Areas:** Fueling, maintenance, and washing of vehicles and equipment should be conducted off-site when feasible. No staging of stockpiling shall take place within the footprint of the proposed stormwater management systems. If any of these activities occur on-site, they shall take place in designated areas approved by the engineer to prevent pollutants from being discharged to surface or ground waters. Absorbent spill cleanup materials shall be made available on-site. Designated fueling and maintenance areas shall be located away from catch basins and shall be protected with berms and dikes from run-on, run-off, and to contain spills.
- **Good Housekeeping:** The project site shall provide for the minimization of exposure of construction debris (including, but not limited to, insulation, wiring, paints and paint cans, solvents, wall board, etc.) to precipitation by means of disposal and/or proper shelter or cover. In addition, construction waste shall be properly disposed of to avoid exposure to precipitation at the end of each working day.

### 3 Inspection

All stormwater control measures, disturbed areas, areas used for the storage of materials that are exposed to precipitation (including soil stockpiles), discharge locations, and locations where vehicles enter and exit the site, shall be inspected by or under the supervision of the permittee at least once every seven (7) calendar days and within 24 hours after any storm event that generates at least 0.25 inches of rainfall per 24-hour period and/or after a significant amount of runoff. The site shall be inspected for evidence of, or the potential for, pollutants entering the waters of the State or a separate storm sewer system.

If an inspection reveals a discharge of sediments to the waters of the State or a separate storm sewer system, the permittee shall notify the RIDEM of the nature of the discharge, the measures taken to clean up the discharge, and the measures taken to prevent future releases. Based on the results of the inspections, the *Soil Erosion and Sediment Control Plan (SESC Plan)* shall be revised as appropriate, but in no case later than seven calendar days following the inspection. Such modifications shall provide for implementation of any changes to the SESC Plan within seven calendar days following the inspection.

A report summarizing the scope of the inspection, name(s), and titles of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SESC Plan, and actions shall be made and retained as part of the SESC Plan for at least five years from the date that the site has undergone final stabilization. Reports shall identify any incidents of noncompliance. Where a report does not identify any incidents of noncompliance, the report shall contain a certification that the site is in compliance with the SESC Plan and this permit. The report shall be signed.

### **3.1 Corrective Actions**

If, in the opinion of the designated site inspector, corrective action is required, the inspector shall inform the site operator that corrective action is necessary. The site operator must make all necessary repairs whenever maintenance of the erosion and pollution controls is required. Non-compliance issues shall be addressed no later than seven (7) calendar days from the date of inspection.

In accordance with the SESC Plan, the site operator shall commence with the requisite cleaning and maintenance measures no later than the next consecutive calendar day after receiving notification from the designated site inspector and shall aggressively and expeditiously perform such cleaning and maintenance work until the original problem is remedied.

The corrective action log contained in each inspection report must be completed, signed, and dated by the site operator once all necessary repairs have been completed.

## **4 Maintenance**

The Contractor is responsible for the maintenance and/or replacement of all temporary and permanent erosion and sedimentation control devices and Best Management Practices (BMPs) to ensure proper operation throughout the life of the project. The Contractor is responsible for the maintenance of permanent measures until construction of the project is completed. The Owner is responsible thereafter.

### **4.1 Perimeter Sediment Barriers**

Perimeter sediment barriers shall be repaired or replaced promptly as needed. Accumulated sediment shall be removed when sediment behind the barriers reaches one-half of the original height of the barrier. Barriers that are deteriorated or otherwise ineffective shall be replaced.

### **4.2 Inlet Protection**

Silt sacks® or approved equal should be inspected for tears in the fabric barrier and replaced immediately upon discovery of failure. Sediment removal shall be performed in accordance with the manufacturer's instructions. Wattles shall be used as curb inlet protection and should be replaced once every month until the area is stabilized.

### **4.3 Dust Control**

It shall be the Contractor's responsibility to control dust and take all necessary measures to ensure all roads are maintained in a dust-free condition at all times throughout the life of the contract. The contractor shall provide a water truck on the site for the duration of the site construction, or until exposed soils are protected from wind or water erosion. Repetitive treatments shall be applied, as necessary.

## **5 Spill Prevention and Control**

### **5.1 Prohibited Discharges**

The following discharges are prohibited at the construction site:

- Contaminated groundwater, unless authorized by DEM.
- Wastewater from washout of concrete unless the discharge is contained and managed appropriately.
- Wastewater from washout of stucco, paint, form release oils, curing compounds, and other construction materials.
- Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
- Soaps or solvents are used in vehicle and equipment washing.
- Toxic or hazardous substances from a spill or other release.

### **5.2 Spill Prevention and Response Procedure**

Any inadvertent or deliberate discharge of waste oil or any other pollutant to the stormwater disposal system requires immediate notification to the RIDEM Oil Pollution Control Program at (401) 277-2284, as per the Oil Pollution Control Regulations. During non-working hours, notification of spills can be made to the RIDEM Division of Enforcement at (401) 222-3070.

Any incident of groundwater contamination resulting from the improper discharge of pollutants to the stormwater disposal system shall be the responsibility of the property owner as well as any other parties that the RIDEM determines to be responsible for the contamination. Pursuant to state laws and regulations, the RIDEM may require the property owner, contractor, and other responsible parties to remediate any incidents that may adversely impact groundwater quality.

Upon transfer of the property, the new owner shall be informed as to the legal responsibilities associated with the disposal system, as indicated above.

### **5.3 Control of Allowable Non-Stormwater Discharges**

If allowable non-storm water discharges occur at the site, such discharges shall be visually observed and recorded. The list of potential sources of allowable non-stormwater discharges for this project is as follows:

- Discharge from vehicle wash-down where no detergents are used.
- The use of water to control dust.
- Watering of temporary or permanent vegetative cover.
- Pumping of uncontaminated groundwater to a temporary dewatering basin
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled materials have been removed) and where detergents are not used.



## **6 Party Certifications**

All parties working at the project site are required to comply with the Soil Erosion and Sedimentation Control (SESC) Plan for any work that is performed on-site. The site owner, site operator, contractors and sub-contractors shall advise all employees working on this project of the requirements of the SESC Plan. A copy of the SESC Plan shall be maintained on site by the site operator. The contractor shall be responsible for providing the signed certification form (Appendix E) to the site inspector.

The site owner and site operator and each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the certification statement.

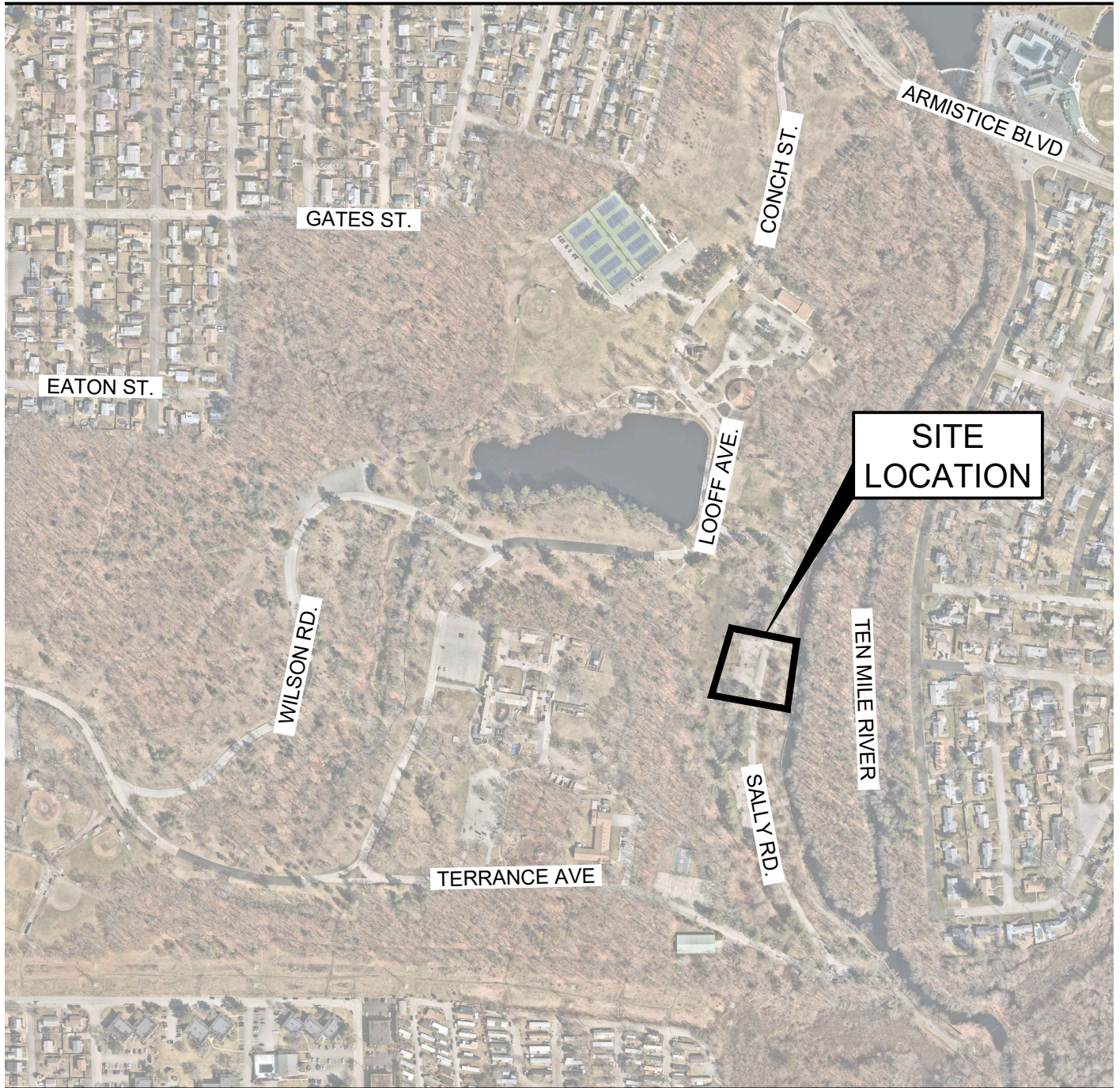
## **7 Operator Certification**

Upon Contract award, the Operator must sign the certification statement in Appendix F before construction may begin.

## **Appendix A**

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### Site Location Map



REFERENCE:

AERIAL IMAGE WAS TAKEN FROM THE WEBSITE  
[HTTP://MAPS.EDC.URI/RIGIS](http://maps.edc.uri/rigis), DATED 2023.

SCALE:	
HORZ.:	1" = 500'
VERT.:	-
DATUM:	
HORZ.:	-
VERT.:	-
0 250' 500'	
GRAPHIC SCALE	

**FUSS &  
O'NEILL**

317 IRON HORSE WAY, SUITE 204  
PROVIDENCE, RI 02908  
401.861.3070  
[www.fando.com](http://www.fando.com)

CITY OF PAWTUCKET  
SITE LOCATION MAP

SLATER PARK NORTH PARKING LOT IMPROVEMENTS

PAWTUCKET

RHODE ISLAND

PROJ. No.: 20221011.A20  
DATE: AUGUST 2024

FIG. A-1

## **Appendix B**

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### SESC Plan Inspection Report and Instructions





# SESC Plan Inspection Report Instructions

For all projects with at least one (1) acre of soil disturbance, the site owner and operator are required to develop and comply with a site specific Soil Erosion and Sediment Control Plan (SESC Plan) in order to remain in compliance with the Rhode Island Pollutant Discharge Elimination System (RIPDES) General Permit for Stormwater Discharges Associated with Construction Activity (RIPDES Construction General Permit).

This inspection report template has been provided by RIDEM for use by the site operator and designated inspector to document the erosion, runoff, and sediment control conditions at the construction site. It should be customized to meet the requirements in the RIPDES Construction General Permit and the site specific SESC Plan.

## ***Using the Inspection Report***

This inspection report is designed to be customized according to the control measures and conditions at the site. On a copy of the site plan, number all stormwater control measures and areas of the site that will be inspected. Include both structural (basins, outlet protection, swales, etc.) and non-structural (construction entrances, perimeter barriers, trash areas, etc.) control measures and areas that will be inspected. Also, identify all point source discharges/outfalls, areas of highly erosive soils, and the priority natural resource areas (i.e. streams, wetlands, mature trees, etc). List each control measure or area to be inspected separately in the site-specific control measure section of the inspection report.

Complete any items that will remain constant, such as the project information and control measure locations and descriptions. Then, print out multiple copies of this customized inspection report to use during the inspections.

When conducting the inspection, walk the site by following the site map and numbered control measure locations for inspection. Also note whether the overall site issues have been addressed. Customize this list according to the conditions at the site.

## ***Minimum Monitoring and Reporting Requirements***

All stormwater control measures, disturbed areas, areas used for the storage of materials that are exposed to precipitation (including unstabilized soil stockpiles), discharge locations, and locations where vehicles enter or exit the site must be inspected at least once every seven (7) calendar days and within twenty-four (24) hours after any storm event, which generates at least 0.25-inches of precipitation per twenty four (24) hour period and/or after a significant amount of runoff or snowmelt. An appropriate rain gauge (as may be found on [www.wunderground.com](http://www.wunderground.com) or [www.nws.noaa.gov](http://www.nws.noaa.gov) (or similar sites)) must be identified and utilized for the determination of the storm events.

## General Notes

- A separate inspection report will be prepared for each inspection.
- The Inspection Reference Number shall be a combination of the RIPDES Permit Authorization Number - consecutively numbered inspections.  
ex/ Inspection reference number for the 4<sup>th</sup> inspection of a project would be:  
RIR10####-4
- Each report will be signed and dated by the inspector and forwarded to the site operator within 24 hours of the inspection.
- Each report will be signed and dated by the site operator and returned to the inspector within 24 hours of receipt.
- It is the responsibility of the site operator to maintain a copy of the SESC Plan, copies of all completed inspection reports, and amendments as part of the SESC Plan documentation at the site during construction.

## Corrective Actions

If the SESC Plan Inspection determines that corrective actions are necessary to install or repair control measures, the resultant actions taken must be documented by the site operator. The actions must be recorded in the Corrective Action Log attached to each SESC Plan inspection form. If the site operator disagrees with the corrective action recommendations, it must be documented, with justifiable reasons, in the Corrective Action Log, as well.

## Amendments

All SESC Plan Amendments, except minor non-technical revisions, must be approved by the site owner and site operator. The revision must be recorded in the Record of Amendments Log Sheet within the SESC Plan, and dated red-line drawings and/or a detailed written description of the revision must be appended to the SESC Plan. Inspection forms must be revised to reflect all amendments. Update the *Revision Date* and the *Version #* in the footer of the report to reflect amendments made.

The SESC Plan shall be amended whenever there is a change in design, construction, operation, maintenance or other procedure, which has a significant effect on the potential for the discharge of pollutants, or if the SESC Plan proves to be ineffective in achieving its objectives.

**\*\*\*Remember that the regulations are performance-oriented.  
Even if best management practices are installed on a site according  
to the approved plan, the site is only in compliance when  
erosion, runoff, sedimentation, and pollution  
are effectively controlled.\*\*\***

## SESC Plan Inspection Report

Project Information			
<b>Name</b>	Slater Park North Parking Lot Improvements		
<b>Location</b>	Sally Road, Pawtucket, RI 02861		
<b>DEM Permit No.</b>			
<b>Site Owner</b>	Name City of Pawtucket	Phone (401) 728-0500	Email
<b>Site Operator</b>	Name City of Pawtucket	Phone (401) 728-0500	Email
Inspection Information			
<b>Inspector Name</b>	Name	Phone	Email
<b>Inspection Date</b>		<b>Start/End Time</b>	
<b>Inspection Type</b> <input type="checkbox"/> Weekly <input type="checkbox"/> Pre-storm event <input type="checkbox"/> During storm event <input type="checkbox"/> Post-storm event <input type="checkbox"/> Other			
Weather Information			
<b>Last Rain Event</b> Date:                      Duration (hrs):                      Approximate Rainfall (in):			
<b>Rain Gauge Location &amp; Source:</b>			
<b>Weather at time of this inspection:</b>			

**Check statement that applies then sign and date below:**

☐ I, as the designated Inspector, certify that this site has been inspected as required by regulation and I have determined that maintenance and corrective actions are not required at this time.

☐ I, as the designated Inspector, certify that this site has been inspected as required by regulation and I have made the determination that the site requires corrective actions. The required corrective actions are noted within this inspection report.

<b>Inspector:</b>	Print Name	Signature	Date
The Site Operator acknowledges by his/her signature, the receipt of this SESC Plan inspection report and its findings. He/she acknowledges that all recommended corrective actions must be completed and documentation of all such corrective actions must be made in this inspection report per applicable regulations.			
<b>Operator:</b>	Print Name	Signature	Date

**PROJECT:****INSPECTION DATE:****Site-specific Control Measures**

Number the structural and non-structural stormwater control measures identified in the SESC Plan and on the SESC Site Plans and list them below (add as necessary). Bring a copy of this inspection form and any applicable SESC Site Plans with you during your inspections. This list will assist you to inspect all control measures at your site.

FILL THIS TABLE USING THE SESC PLAN TABLES 2.11 & 3.12.

	Location/Station	Control Measure Description	Installed & Operating Properly?	Assoc. Photo/ Figure #	Corrective Action Needed (Yes or No; if 'Yes', please detail action required)
1	Example: Slater Park North Parking Lot Improvements	Example: Perimeter Sediment Controls	<input type="checkbox"/> Yes <input type="checkbox"/> No		
2			<input type="checkbox"/> Yes <input type="checkbox"/> No		
3			<input type="checkbox"/> Yes <input type="checkbox"/> No		
4			<input type="checkbox"/> Yes <input type="checkbox"/> No		
5			<input type="checkbox"/> Yes <input type="checkbox"/> No		
6			<input type="checkbox"/> Yes <input type="checkbox"/> No		
7			<input type="checkbox"/> Yes <input type="checkbox"/> No		
8			<input type="checkbox"/> Yes <input type="checkbox"/> No		
9			<input type="checkbox"/> Yes <input type="checkbox"/> No		
10			<input type="checkbox"/> Yes <input type="checkbox"/> No		
11			<input type="checkbox"/> Yes <input type="checkbox"/> No		
12			<input type="checkbox"/> Yes <input type="checkbox"/> No		
13			<input type="checkbox"/> Yes <input type="checkbox"/> No		
14			<input type="checkbox"/> Yes <input type="checkbox"/> No		
15			<input type="checkbox"/> Yes <input type="checkbox"/> No		



**PROJECT:****INSPECTION DATE:**

	Location/Station	Control Measure Description	Installed & Operating Properly?	Assoc. Photo/ Figure #	Corrective Action Needed (Yes or No; if 'Yes', please detail action required)
16			<input type="checkbox"/> Yes <input type="checkbox"/> No		
17			<input type="checkbox"/> Yes <input type="checkbox"/> No		
18			<input type="checkbox"/> Yes <input type="checkbox"/> No		
19			<input type="checkbox"/> Yes <input type="checkbox"/> No		
20			<input type="checkbox"/> Yes <input type="checkbox"/> No		
21			<input type="checkbox"/> Yes <input type="checkbox"/> No		
22			<input type="checkbox"/> Yes <input type="checkbox"/> No		
23			<input type="checkbox"/> Yes <input type="checkbox"/> No		
24			<input type="checkbox"/> Yes <input type="checkbox"/> No		
25			<input type="checkbox"/> Yes <input type="checkbox"/> No		
26			<input type="checkbox"/> Yes <input type="checkbox"/> No		
27			<input type="checkbox"/> Yes <input type="checkbox"/> No		
28			<input type="checkbox"/> Yes <input type="checkbox"/> No		
29			<input type="checkbox"/> Yes <input type="checkbox"/> No		
30			<input type="checkbox"/> Yes <input type="checkbox"/> No		

(add more as necessary)

**PROJECT:****INSPECTION DATE:****General Site Issues**

Below are some general site issues that should be assessed during inspections. Please **customize** this list as needed for conditions at the site.

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
1	Have all control measures been installed as specified in the RISESC Handbook and prior to any earth disturbing activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
2	Are appropriate limits of disturbance (LOD) established?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
3	Are controls that limit runoff from exposed soils by diverting, retaining, or detaining flows (such as check dams, sediment basins, etc.) in place?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
4	Are all temporary conveyance practices installed correctly and functioning as designed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
5	Has maintenance been performed as required to ensure continued proper function of all temporary conveyances practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
6	Were all exposed soils seeded by October 15 <sup>th</sup> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
7	Have soils been stabilized where earth disturbance activities have permanently or temporarily ceased on any portion of the site and will not resume for more than 14 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
8	In instances where adequate vegetative stabilization was not established by November 15 <sup>th</sup> , have non-vegetative erosion control measures must be employed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
9	If work is to continue from October 15 <sup>th</sup> through April 15 <sup>th</sup> , are steps taken to ensure that only the day's work area will be exposed and all erodible soil is stabilized within 5 working days?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
10	Have inlet protection measures (such as fabric drop inlet protection, curb drop inlet protection, etc.) been properly installed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
11	Has the operator cleaned and maintained inlet protection measures when needed?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
12	Has the operator removed accumulated sediment adjacent to inlet protection measures within 24 hours of detection?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
13	Has the operator properly installed outlet protection (such as riprap, turf mats, etc.) at all temporary and permanent discharge points?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
14	Are all outlet protection measures functioning properly in order to reduce discharge velocity, promote infiltration, and eliminate scour?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
15	Have all discharge points been inspected to ensure the prevention of scouring and channel erosion?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
16	Have sediment controls been installed along perimeter areas that will receive stormwater from earth disturbing activities?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
17	Is the operator maintaining sediment controls in accordance with the requirements in the <i>RI SESC Handbook</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
18	Have temporary sediment barriers been installed around permanent infiltration areas (such as bioretention areas, infiltration basins, etc.)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
19	Have staging areas and equipment routing been implemented to avoid compaction where permanent infiltration areas will be located?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
20	Are surface outlet structures (such as skimmers, siphons, etc.) installed for each temporary sediment basin? [Exception: frozen conditions]	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
21	Have all temporary sediment basins or traps been inspected and maintained as required to ensure proper function?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
22	Does the project include the use of polymers, flocculants, or other chemicals to control erosion, sedimentation, or runoff from the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
23	Are all chemicals being managed in accordance with Appendix J of the <i>RI SESC Handbook</i> and current best management practices?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
24	Has the site operator taken steps to <b>prohibit</b> the following pollutant discharges on the site?			
a	Contaminated groundwater.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
b	Wastewater from washout of concrete; unless properly contained, managed, and disposed of.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
c	Wastewater from washout and cleanout of stucco, paint, form release oils, curing compounds, and other construction products.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
d	Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
e	Soaps or solvents used in vehicle and equipment washing.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
f	Toxic or hazardous substances from a spill or other release.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
25	Is the operator using properly constructed entrances/exits to the site so sediment removal occurs prior to vehicles exiting?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
26	If needed, are additional controls (such as rumble strips, rattle plates, etc.) in place to remove sediment from tires prior to exiting?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
27	Is sediment track-out being removed by the end of the same workday in which it occurs (via sweeping, shoveling, or vacuuming)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
28	Are all wastes generated at the site being managed and properly disposed of by the end of each workday?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
29	Are all chemicals and hazardous waste materials stored properly in covered areas and surrounded by containment control systems?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
30	Has the operator established highly visible locations for the storage of spill prevention and control equipment on the construction site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
31	Are allowable non-stormwater discharges being managed properly with adequate controls?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
32	Is the site operator properly managing groundwater or stormwater that is removed from excavations, trenches, or similar points of accumulation?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
33	Are proper procedures and controls in place for the storage of materials that may discharge pollutants if	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

**PROJECT:****INSPECTION DATE:**

	Compliance Question		Assoc. Photo/ Figure #	Corrective Action Needed (If 'Yes', please detail action required and include location/station)
	exposed to stormwater?			
	Are stockpiles located within the limits of disturbance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are stockpiles being protected from contact with stormwater using a temporary sediment barrier?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Where needed, has cover or appropriate temporary vegetative or structural stabilization been utilized for stockpiles?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Is the operator effectively managing the generation of dust through the use of water, chemicals, or minimization of exposed soil?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are designated washout areas (such as wheel washing stations, washout for concrete, paint, stucco, etc.) clearly marked on the site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	Are vehicle fueling and maintenance areas properly located to prevent pollutants from impacting stormwater and sensitive receptors?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
	(Other)			

(add more as necessary)

**PROJECT:**

**INSPECTION DATE:**

---

**General Field Comments:**

**PROJECT:**

**INSPECTION DATE:**

**Photos:**

(Associated photos – each photo should be dated and have a unique identification # and written description indicating where it is located within the project area. If a close up photo is required, it should be preceded with a photo including both the detail area and some type of visible fixed reference point. Photos should be annotated with Station numbers and other identifying information where needed.)

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

Photo #:	Station:
(insert Photo here)	Description:

(add more as necessary)

**PROJECT:** \_\_\_\_\_ **INSPECTION DATE:** \_\_\_\_\_

INSPECTION DATE:

## Corrective Action Log

## TO BE FILLED OUT BY SITE OPERATOR

*Describe repair, replacement, and maintenance of control measures, actions taken, date completed, and note the person that completed the work.*

	Location/Station	Corrective Action	Date Completed	Person Responsible
Operator Signature:			Date:	



## **Appendix C**

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### SESC Plan Corrective Actions Log

## **Corrective Actions Log**

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*Identify soil erosion and sedimentation control repairs, replacements, and/or maintenance measures performed.*

#	Location of Corrective Action	Description of Corrective Action	Person Responsible for Corrective Action	Date Completed
1				
2				
3				
4				
5				
6				
7				
8				

## **Appendix D**

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### SESC Plan Amendments Log

## SESC Plan Amendment Log

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*Describe amendment(s) to be made to the SESC Plan, the date, and the person/title making the amendment. ALL amendments must be made by Site Operator and approved by the Site Owner.*

#	Amendment Date	Description of Amendment	Amended by: Person/Title	Site Owner Must Initial
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

## **Appendix E**

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### Party Certification Form

## Party Certifications

(Prior to site disturbance, during pre-construction meeting, all parties must sign this certification statement before construction may begin.)

All parties working at the project site are required to comply with the Soil Erosion and Sedimentation Control (SESC) Report for any work that is performed on-site. The site owner, site operator, contractors and sub-contractors are encouraged to advise all employees working on this project of the requirements of the SESC Report. A copy of the SESC Report may be obtained by contacting the site owner or site operator.

The site owner and site operator and each subcontractor engaged in activities at the construction site that could impact stormwater must be identified and sign the following certification statement.

***I acknowledge that I have read and understand the terms and conditions of the SESC Report for the above designated project and agree to follow the practices described herein.***

### **Applicant/Owner SESC Contact**

Company:

Name and Title:

Address:

City, State, Zip Code:

Telephone:

E-mail:

\_\_\_\_\_  
Signature/Date

### **Contractor (Site Operator)**

Company:

Name and Title:

Address:

City, State, Zip Code:

Telephone:

E-mail:

\_\_\_\_\_  
Signature/Date

### **Designated Site Inspector**

Company:

Name and Title:

Address:

City, State, Zip Code:

Telephone:

E-mail:

\_\_\_\_\_  
Signature/Date

### **SESC Report Contact**

Fuss & O'Neill, Inc.

Amy Johnson, PE

5 Fletcher Street, Suite 1

Kennebunk, ME 04043

401-861-3073

Amy.johnson@fando.com

\_\_\_\_\_  
Signature/Date

## **Appendix F**

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### Operator Certification Form

## Operator Certification

(Prior to site disturbance, during pre-construction meeting, all Operator must sign this certification statement before construction may begin.)

I certify under penalty of law that this document and all attachments were prepared under the direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. I am aware that it is the responsibility of the owner/operator to implement and amend the SESC Report as appropriate in accordance with the requirements of the RIPDES Construction General Permit.

---

Operator Signature:

---

Date

Contractor Representative:

Contractor Title:

Contractor Company Name



## **Appendix J**

### **Long Term Operations & Maintenance Report**

# **Long-Term Operation & Maintenance Report Slater Park North Parking Lot Improvements**

**City of Pawtucket**  
137 Roosevelt Ave  
Pawtucket, Rhode Island

August 2024

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## Appendices

- A Operation, Maintenance, and Management Inspection Checklists
- B BMP Location Map
- C Opinion of Cost

## End of Report

## 1 Introduction

The purpose of this Long-Term Operation & Maintenance Report (O&M) is to identify specific inspection and maintenance activities that are necessary to ensure the success and minimize deterioration of the stormwater infrastructure that is part of the Slater Park North Parking Lot Improvements project. The project location is the north parking lot along Sally Road, in Slater Memorial Park, and will be referred to as “the Site” in this manual.

**Greater inspection and maintenance frequencies increase the longevity and functionality of the stormwater infrastructure.**

The Contractor is responsible for implementing this O&M Report during construction. The Owner is responsible for implementing this O&M Report in accordance with the frequency and activities outlined herein. In the event the facility becomes owned or operated by different entities, this O&M Report shall be transferred to the future owners and/or operators.

**Site Location:** North Parking Lot on Sally Road  
Slater Memorial Park  
Pawtucket, Rhode Island

**Owner/Operator:** City of Pawtucket  
Department of Public Works  
250 Armistice Blvd #3254  
Pawtucket, Rhode Island 02860

**Estimated Average Annual Cost of Operation:** \$5,500 - \$8,500

## 2 Pollution Prevention

The following pollution prevention activities shall be conducted to minimize potential impacts on stormwater runoff quality. The Contractor is responsible for all activities during construction. The Owner is responsible thereafter.

### 2.1 Good Housekeeping

Good housekeeping shall be implemented to minimize the impacts to the area by pollutants, soil, and fugitive sediment. The site shall be kept in good working order. Trash shall be kept in covered containers to prevent waste from escaping. Fugitive litter that is deposited on the site shall be removed and placed in a properly enclosed container. Street sweeping shall be performed as needed.

### 2.2 Spill Control Practices

Any discharge of waste oil or other pollutant to the stormwater system will be reported immediately to the Rhode Island Department of Environmental Management (RIDEM). The Owner will be responsible for any incident of groundwater contamination resulting from the improper discharge of pollutants to the stormwater system and may be required by RIDEM to remediate incidents that may impact groundwater quality. Should property ownership be transferred, the subsequent owner will be informed of the legal responsibilities associated with operation of the stormwater system, as indicated above.

The following practices shall be implemented to mitigate spills of material and prevent their release into the waters of the State:

- Manufacturers' recommended methods for spill cleanup shall be clearly posted at the DPW facility and personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- Materials and equipment necessary for spill cleanup will be kept in material storage areas and vehicles and/or operating equipment. Equipment and materials will include but not be limited to brooms, dust pans, mops, rags, gloves, goggles, kitty litter, sand, sawdust, and plastic and metal trash containers specifically for this purpose.
- Spills will be cleaned up immediately after discovery.
- Spills of toxic or hazardous material will be reported to the appropriate State and local government agency, regardless of size.

## **2.3 Snow Management**

Stormwater runoff caused by snow melt must be properly managed to prevent erosion and pollution. Snow management operations can vary depending on current weather patterns, available equipment, and previous storm events. Snow removed from the sidewalk and parking lot will not be stockpiled in the footprint of the sediment forebay or bioretention basin. The Ten Mile River Greenway is not maintained for snow removal or sanding/salting during the winter months.

## **3 Inspection & Maintenance Requirements**

The following inspection and maintenance activities shall be conducted to ensure the success and minimize the deterioration of the stormwater infrastructure over time. Checklists to assist with the inspection and maintenance activities are in *Appendix A*. A map depicting the location of the components of the stormwater management system is in *Appendix B*.

### **3.1 Vegetated Lawn Areas**

**Minimum Inspection Frequency:** Four (4) times annually.

**Minimum Inspection & Maintenance Activities:**

- Monitor vegetated lawn areas for adequate ground coverage. Restore lawn vegetation in bare soil that could promote erosion. If bare areas persist, consider a soil evaluation to examine the pH, fertility, compaction, texture, and earthworm content. These conditions may impact the vitality of lawn vegetation. Do not apply fertilizer.
- Remove trash and debris from vegetated lawn areas. Remove accumulated sediment if it reaches a depth greater than 3 inches. Dispose of trash, debris, and sediment in accordance with the local, state, and federal guidelines and regulations.
- Maintain a healthy stand of grass in vegetated areas. Mow vegetated lawn areas as necessary to maintain a grass height of 4-6 inches. Mowing is mandatory if vegetation height exceeds 10 inches. More frequent mowing may occur to obtain the desired aesthetic appeal.
  - Do not mow when the lawn is overly saturated; this condition may increase the likelihood of rutting and inadvertent erosion and gullyng.
  - Dispose of lawn clippings and trimmings in accordance with local, state, and federal guidelines and regulations.

- Implement low-impact pest management controls if pest-control is necessary. Remove burrowing animals and other pests in accordance with local, state, and federal guidelines and regulations.
- Do not use pesticides unless required to maintain vegetation and prevent erosion. **DO NOT USE**

**PESTICIDES WHEN RAIN IS EXPECTED.**

- Pesticides shall be screened for their potential to harm water resources, and pesticides that pose the least risk to human health and the environment shall be chosen. Select the least toxic, water soluble, volatile pesticides possible if pesticides are deemed absolutely necessary.
- Although organophosphate pesticides, such as diazinon and chlorpyrifos, are popular because they target a broad range of pests and are less expensive than newer, less toxic pesticides, they rank among the worst killers of wildlife, and often pose the greatest health risk. Synthetic pyrethroids are more selective and typically much less toxic than organophosphates, yet they can harm beneficial insects.

## 3.2 Bioretention Basin

**Minimum Inspection Frequency:**

- Inspect the bioretention basin after every rainfall event in the first six months of operation that generates more than one inch of precipitation.
- Inspect annually thereafter and after every rainfall event greater than 2.7 inches over a 24-hour period.
- If standing water frequently occurs more than 48 hours after a rainfall event, this occurrence may indicate that the bioretention basin and its outlet control structure needs to be maintained and/or cleaned out.
- Silt/sediment shall be removed from the bioretention basin when the accumulation exceeds one inch. When the filtering capacity of the filter diminishes substantially (water ponds on the surface of the filter bed for more than 48 hours), the top few inches of discolored material shall be removed and shall be replaced with fresh material.

**Minimum Inspection & Maintenance Activities:**

- Remove sediment, debris, and organic build-up (e.g., leaves, dead vegetation, etc.) from the bioretention basin annually or as necessary. The removed sediments, debris, and organic material shall be disposed in an acceptable manner at an approved and permitted location.
- Vegetation within the sediment forebay shall be limited to a height of 18 inches.
- Inspect for overgrown grass and weeds; mow grass, remove weeds, and remove any woody vegetation.
  - Repair/replace vegetation that has died or has not fully established as intended. Develop a reinforcement planting plan if the vegetation in the bioretention basin generates a vegetative cover of less than 50% within the first two years of operation.
  - Inspect for damage such as erosion, rutting, patches of soil and animal burrows in the basin and surrounding upgradient areas.
  - Remove burrowing animals in accordance with local, state, and federal guidelines and regulations.
  - Do not apply fertilizer or pesticides.
- Inspect outlet control structures and grates. Remove sediment, debris, and organic build-up (e.g., leaves, dead vegetation, etc.). Repair structural damage (i.e. cracked or spalled concrete) and/or damaged grates.

**Operational Requirements:**

- Do not dump snow in the bioretention basin area.
- Do not drive vehicles or heavy construction equipment into and over the bioretention basin.
- Do not obstruct access to and around the bioretention basin. Access is required for maintenance purposes.

### **3.3 Sediment Forebay**

**Minimum Inspection & Maintenance Activities:**

- Inspect the sediment forebay after every rainfall event in the first six months of operation that generates more than one inch of precipitation.
- Sediment shall be cleaned out of the sediment forebay when it accumulates to a depth of more than ½ the design depth.
- Remove sediment, debris, and organic build-up (e.g., leaves, dead vegetation, etc.) from the sediment forebay annually or as necessary.
- Inspect for overgrown grass and weeds; mow grass, remove weeds, and remove any woody vegetation.
  - Repair/replace vegetation that has died or has not fully established as intended. Develop a reinforcement planting plan if the vegetation in the sediment forebay generates a vegetative cover of less than 50% within the first two years of operation.
  - Inspect for damage such as erosion, rutting, patches of soil and animal burrows in the forebay and surrounding upgradient areas.
  - Remove burrowing animals in accordance with local, state, and federal guidelines and regulations.
  - Do not apply fertilizer or pesticides.
- Inspect outlet control structures and grates. Remove sediment, debris, and organic build-up (e.g., leaves, dead vegetation, etc.). Repair structural damage (i.e. cracked or spalled concrete) and/or damaged grates.

**Operational Requirements:**

- Do not dump snow in the sediment forebay area.
- Do not drive vehicles or heavy construction equipment into and over the sediment forebay.
- Do not obstruct access to and around the sediment forebay. Access is required for maintenance purposes.

### **3.4 Drainage Structures**

**Minimum Inspection & Maintenance Activities:**

- Drainage Structures includes drain basins, drainage manholes, and catch basins.
- Immediately prior to the end of construction or acceptance by the Owner, the Contractor shall clean all drainage structures, including catch basins, outlet control structures, and drain manholes.
- Once construction is complete and has been accepted by the Owner, all drainage structures shall be inspected two times per year, at minimum, and cleaned once per year, at minimum.
- Inspect for structural damage (i.e. cracked or spalled concrete). Restore damaged areas to their original condition.
- Inspections shall include checking for debris, sediment, hydrocarbons, and structural integrity or damage. Deficiencies must be corrected immediately.

- Disposal of the accumulated sediment and hydrocarbons must be in accordance with applicable local, state, and federal guidelines and regulations.
- Inlet grates shall not be welded to the frame so the structures can be easily inspected and maintained.

### **3.5 Paved Area Maintenance**

#### **Minimum Inspection & Maintenance Activities:**

- The Contractor shall sweep the paved areas on and adjacent to the site at the completion of construction.
- The Owner shall sweep the parking area and driveways a minimum of once per year thereafter with a vacuum sweeper.
- The Owner/Operator shall sweep more frequently should conditions warrant it necessary.
- Trash, sediment, and debris collected shall be disposed of in accordance with applicable local, state, and federal guidelines and regulations.
- Sand may be used as an abrasive to provide traction on the sidewalks during winter months.
- Accumulated sand shall be removed and disposed of in accordance with applicable local, state, and federal guidelines and regulations.
- Deicing chemicals should not be stored at the site.
- If chemicals are stored at the site, they shall be secured from vandalism and protected from exposure to precipitation.
- Coal-tar based sealants shall not be used.

### **3.6 Landscaped Areas**

#### **Minimum Inspection & Maintenance Activities:**

- Lawn areas will be mowed during the growing seasons as required to maintain a health stand of vegetation. This is typically once a week but can vary depending on weather conditions.
- Bagged grass clippings are to be removed from the site and legally disposed of at an off-site location.
- Fertilizers, if required for the maintenance of lawn areas, shall not be phosphorus-based and will be applied only in the amounts recommended by the manufacturer. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

### **3.7 Anticipated Costs**

Maintenance operations shall be funded by the Owner or Owner's representative. In the event the facility becomes owned/operated by different entities, this Long-Term Operation and Maintenance Report shall be transferred to the future owners or Owner's representative.

The annual cost for the inspections and maintenance for the property is estimated to \$5,500 to \$8,500 per year, if performed by an independent third party. A budgetary opinion of cost for the maintenance is included in *Appendix C*.



## 4 Party Certification

### 4.1 Designated Personnel

All parties working at the Slater Park North Parking Lot Improvements project are required to comply with the Long-Term Operation and Maintenance Report (O&M). The site operator is encouraged to advise all employees working on this site of the requirements of the O&M Report. A copy of the O&M Report may be obtained by contacting the designated operator.

All parties must sign the following certification statement.

***I acknowledge that I have read and understand the terms and conditions of the O&M Report for the above designated project and agree to follow the practices described herein.***

#### **Operator**

Company: City of Pawtucket

Name and Title:

Address:

City, State, Zip Code:

Telephone:

E-mail:

\_\_\_\_\_  
Signature/Date

#### **Designated Site Inspector (Please Print)**

Company:

Name and Title:

Address:

City, State, Zip Code:

Telephone:

E-mail:

\_\_\_\_\_  
Signature/Date

#### **O&M Report Contact**

Company: Fuss & O'Neill, Inc.

Name and Title: Amy Johnson, PE, Project Manager

Address: 5 Fletcher Street, Suite 1

City, State, Zip Code: Kennebunk, ME 03403

Telephone: (401) 861-3073

E-mail: amy.johnson@fando.com

\_\_\_\_\_  
Signature/Date

## **Appendix A**

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### Operation, Maintenance, and Management Inspection Checklist

**Operation, Maintenance, and Management Inspection Checklists**  
**Master Checklist**  
**Slater Memorial Park North Parking Lot Improvements**

Inspection Year: \_\_\_\_\_

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Pavement</b>												
Sweeping (annual)												
Inspect for and Remove Trash (monthly)												
<b>Drainage Structures</b>												
Quarterly Inspection (biannual)												
Cleaning/Sediment removal (annually)												
<b>Bioretention Basins (first six months after final completion)</b>												
Inspect for and Remove Trash (post 1-inch event)												
Sediment Removal (biannual/as required)												
Mow and weeding (as required)												
Repair/Amendment (as needed)												
<b>Bioretention Basins (beyond six months after final completion)</b>												
Inspect for and Remove Trash (2.7-inch event)												
Sediment Removal (biannual/as required)												
Mow and weeding (as required)												
Repair/Amendment (as needed)												
<b>Sediment Forebay (first six months after final completion)</b>												
Inspect for and Remove Trash (post 1-inch event)												
Sediment Removal (biannual/as required)												
Mow and weeding (as required)												
Repair/Amendment (as needed)												
<b>Sediment Forebay (beyond six months after final completion)</b>												
Inspect for and Remove Trash (biannual/as required)												
Sediment Removal (biannual/as required)												
Mow and weeding (as required)												
Repair/Amendment (as needed)												
<b>Landscape</b>												
Inspect for and Remove Trash (quarterly)												
Mow and weeding (as required)												
Repair/Amendment (as needed)												

**Operation, Maintenance, and Management Inspection Checklists**  
**Drainage Structures**  
**Slater Memorial Park North Parking Lot Improvements**

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

**Type of Inspection (Circle One):**

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

Bi-Annual

Annual

Reviewed By: \_\_\_\_\_

**Structure Name:**

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

\_\_\_\_\_

No.	Bi-Annual	Annual	Item	Criteria	Satisfactory	Unsatisfactory	Notes
1			Trash/Debris	Structure is free of debris, litter, and waste.			
2			Sediment	Depth of sediment is less than half the height between the bottom of the structure and the lowest pipe invert elevation and has been removed within the last year.			
3			Visual Inspection	Concrete surfaces are structurally sound and have negligible spalling and cracking. Pipes and valves are water tight and functioning properly.			
4			Oil/Grease	No evidence of oil or grease. If yes, cleaned with oil absorption pads and properly disposed			

**Operation, Maintenance, and Management Inspection Checklists**  
**Bioretention Basins**  
**Slater Memorial Park North Parking Lot Improvements**

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

**Type of Inspection (Circle One):**

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

Annual

Monthly

Rain Event:\_\_\_\_Inches

Reviewed By: \_\_\_\_\_

**Inspection Location (Circle One):**

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

Inspection Port

Drain Manhole

No.	Monthly	Annual	Rain Event	Item	Criteria	Satisfactory	Unsatisfactory	Notes
1				Sediment	Debris or organic build-up in pretreatment inlet structures. Depth of Sediment in system is less than six (6) inches.			
2				Clogging	System appears to be draining freely and not clogged. System is draining at minimum flow rate. Standing water in the bioretention basin			
3				Vegetation	Rutting or gullyng of vegetated areas, Dead vegetation or has not been fully established. Erosion and bare spots in vegetated areas.			

**Operation, Maintenance, and Management Inspection Checklists**  
**Bioretention Basins**  
**Slater Memorial Park North Parking Lot Improvements**

4				Side Slopes	Rutting or gullyng, Signs of animal burrows or activity.			
5				Oil/Grease	No evidence of oil or grease. If yes, cleaned with oil absorption pads and properly disposed			

**Operation, Maintenance, and Management Inspection Checklists**  
**Sediment Forebay**  
**Slater Memorial Park North Parking Lot Improvements**

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

**Type of Inspection (Circle One):**

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

Annual

Monthly

Rain Event:\_\_\_\_Inches

Reviewed By: \_\_\_\_\_

**Inspection Location (Circle One):**

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

Inspection Port

Drain Manhole

No.	Monthly	Annual	Rain Event	Item	Criteria	Satisfactory	Unsatisfactory	Notes
1				Sediment	Debris or organic build-up in pretreatment inlet structures. Depth of Sediment in system is less than six (6) inches.			
2				Clogging	System appears to be draining freely and not clogged. System is draining at minimum flow rate. Standing water in the bioretention basin			
3				Vegetation	Rutting or gullyng of vegetated areas, Dead vegetation or has not been fully established. Erosion and bare spots in vegetated areas.			

**Operation, Maintenance, and Management Inspection Checklists**  
**Sediment Forebay**  
**Slater Memorial Park North Parking Lot Improvements**

4				Side Slopes	Rutting or gullyng, Signs of animal burrows or activity.			
5				Oil/Grease	No evidence of oil or grease. If yes, cleaned with oil absorption pads and properly disposed			



**Operation, Maintenance, and Management Inspection Checklists**  
**Landscaped Areas**  
**Slater Memorial Park North Parking Lot Improvements**

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

**Type of Inspection (Circle One):**

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

Quarterly

Bi-Annual

Reviewed By: \_\_\_\_\_

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

Location of Inspection: \_\_\_\_\_

No.	Monthly	Bi-Annual	Item	Criteria	Satisfactory	Unsatisfactory	Notes
1			Trash/Debris	Landscape is free of debris, litter, and waste.			
2			Turf/Mowing	Grass has not reached an unaesthetic height and no fertilizer is needed..			
3			Vegetation	Vegetation is satisfactorily weeded. There is no significant erosion or bare spots.			

## **Appendix B**

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### BMP Location Map



## **Appendix C**

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### Opinion of Cost

**FUSS & O'NEILL, INC.**317 Iron Horse Way, Suite 204  
Providence, RI 02908

<b>BUDGETARY OPINION OF COST</b>		DATE PREPARED : 07/26/24		SHEET 1 OF 1	
PROJECT : Slater Park North Parking Lot Improvements		BASIS :			
LOCATION : Pawtucket, RI					
DESCRIPTION: Long-Term Stormwater O&M Costs		ESTIMATOR : EO		CHECKED BY : AJ	
<p>Since Fuss &amp; O'Neill has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Fuss &amp; O'Neill's opinion of probable Total Project Costs and Construction Cost are made on the basis of Fuss &amp; O'Neill's experience and qualifications and represent Fuss &amp; O'Neill's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but Fuss &amp; O'Neill cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by Fuss &amp; O'Neill. If prior to the bidding or negotiating Phase the Owner wishes greater assurance as to Total Project or Construction Costs, the Owner shall employ an independent cost estimator.</p>					
ITEM NO.	ITEM DESCRIPTION	UNIT MEAS.	NO. UNITS	PER UNIT	TOTAL COST
1	Quarterly Site Inspections <sup>(2)</sup>	MHR	8	\$ 125.00	\$ 1,000.00
2	Litter/debris pick up and mowing <sup>(3)</sup>	MHR	30	\$ 125.00	\$ 3,750.00
3	Vacuum Truck - Structures <sup>(4)</sup>	EA	1.00	\$ 1,800.00	\$ 1,800.00
SUBTOTAL OPINION OF CONSTRUCTION COST					\$ 6,550.00
<b>TOTAL COST (-15% TO +30% ROUNDED)</b>					<b>\$5,500 TO \$8,500</b>

## Notes

1. The following equipment and labor rates were used for this estimate: Site Inspector - \$1,000/day; Laborer - \$500/day
2. Assume 4 site inspections per year (2 hours per inspection).
3. Assumes 1 Laborer for a 6 hours, 5 times per growing season.
4. Assumes 2 Laborers and 1 Vacuum Truck for 1 full-day.

## **Appendix K**

### **RIDEM Permit**



**RHODE ISLAND DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**  
**OFFICE OF WATER RESOURCES**  
235 Promenade Street  
Providence, Rhode Island 02908

October 11, 2024

City of Pawtucket  
c/o Emily Morse, GIS Coordinator  
250 Armistice Blvd #3254  
Pawtucket, RI 02860

**Freshwater Wetlands Permit**

Re: Application No. 24-0222 in reference to the location below:

Within Slater Memorial Park, west of Sally Road, approximately 3000 feet east of the intersection of Newport Ave (RI Rte. 1A), Utility Pole No. 15, Assessor's Plat 30, Lot 3, Pawtucket, RI.

Dear Ms. Morse:

Kindly be advised that the Department of Environmental Management's ("DEM") Freshwater Wetlands Program ("Program") has completed its review of your **Application for a Freshwater Wetlands Permit** as described in Rule 3.11 of the Rules and Regulations Governing the Administration and Enforcement of the Fresh Water Wetlands Act, 250-RICR-150-15-3 ("Rules"). This review included a site inspection of the above referenced property ("subject property") and an evaluation of the proposed improvements to an existing parking lot within Slater Memorial Park, including repaving and reconfiguring of the parking lot layout, site grading, construction of a new stormwater management system, and landscaping, as illustrated and detailed on site plans submitted with your application. These site plans were received by the DEM on September 4, 2024.

Our observations of the subject property, review of the site plans, and evaluation of the proposed project reveals that alterations of jurisdictional areas are proposed. However, pursuant to Rule 3.7 of the Rules, this project meets all Standards, and a **Freshwater Wetlands Permit** may be issued under the following terms and conditions:

Terms and Conditions for Wetlands Application No. 24-0222:

1. This letter is the DEM's permit for this project under the R.I. Fresh Water Wetlands Act, R.I. Gen. Laws § 2-1-18 et seq.
2. This permit is specifically limited to the project, site alterations and limits of disturbance as detailed on the site plans submitted with your application and received by the DEM on September 4, 2024. A copy of the site plans stamped approved by the DEM is enclosed. Changes or revisions to the project that would alter jurisdictional wetlands are not authorized without a permit from the DEM.
3. Where the terms and conditions of the permit conflict with the approved site plans, these terms and conditions shall be deemed to supersede the site plans.
4. You must notify this Program in writing of the anticipated start date, and of your contractor's contact information, by submitting the Notice of Start of Construction Form prior to commencement of any



permitted site alterations or construction activity. You must also notify this Program in writing upon completion of the project. The Start of Construction Form can be found on the webpage: [dem.ri.gov/stormwaterconstruction](http://dem.ri.gov/stormwaterconstruction).

5. A copy of the stamped approved site plans and a copy of this permit must be kept at the site at all times during site preparation, construction, and final stabilization. Copies of this permit and the stamped approved plans must be made available for review by any DEM or city/town representative upon request.
6. Within ten (10) days of the receipt of this permit, you must record this permit in the land evidence records of the City of Pawtucket and supply this Program with written documentation obtained from the City showing this permit was recorded.
7. The effective date of this permit is the date this letter was issued. This permit expires five (5) years from the date of this letter unless renewed pursuant to the Rules.
8. Any material utilized in this project must be clean and free of matter that could pollute any jurisdictional area.
9. Prior to commencement of site alterations, you shall erect or post a sign resistant to the weather and at least twelve (12) inches wide and eighteen (18) inches long, which boldly identifies the initials "DEM" and the application number of this permit. This sign must be maintained at the site in a conspicuous location until such time that the project is complete.
10. Temporary erosion and sediment controls detailed or described on the approved site plans shall be properly installed at the site prior to or commensurate with site alterations. Such controls shall be properly maintained, replaced, supplemented, or modified as necessary throughout the life of this project to minimize soil erosion and to prevent sediment from being deposited in any freshwater wetland, buffer, floodplain, area subject to storm flowage, or area subject to flooding or other jurisdictional areas not subject to disturbance under this permit.
11. Upon permanent stabilization of all disturbed soils, temporary erosion and/or sediment controls must be removed.
12. You are responsible for the proper installation, operation, maintenance and stability of any mitigative features, stormwater treatment facilities, and systems of treatment and control that are installed or used in compliance with this permit to prevent harm to adjacent freshwater wetland, buffer or floodplain, area subject to storm flowage, or area subject to flooding or other jurisdictional areas until documentation is provided that this responsibility has been assigned to another entity.
13. You are obligated to install, utilize, follow and maintain all best management practices detailed or described on the approved site plans in the construction of the project to minimize or prevent adverse impacts to any adjacent freshwater wetland, buffer or other jurisdictional areas and the functions and values provided by such freshwater wetlands and buffers.
14. All plantings of shrubs, trees or other forms of vegetation as shown or detailed on the approved plans, or detailed in this permit, must be installed as soon as possible after completion of final grading; weather and season permitting.
15. You must provide written certification from a registered land surveyor or registered professional engineer that the stormwater drainage system including any and all basins, piping systems, catch



basins, culverts, swales and any other stormwater management control features have been constructed/installed in accordance with the site plans approved by this permit. This written certification must be submitted to this Program within twenty (20) days of its request or upon completion of the project.

16. This Program has made specific revisions to the approved site plans. These revisions are clearly marked in red on the approved plans. This project must take place in compliance with these revisions. **The site plan sheets have been numbered consecutively as Sheets 1 of 7, 2 of 7, etc., as required by the Rules.**

Pursuant to the provisions in 250-RICR-150-15-3.8.13 and 250-RICR-150-15-3.14.4(A), as applicable, any properly recorded and valid Freshwater Wetlands Permit is automatically transferred to the new owner upon sale of the property.

You are required to comply with the terms and conditions of this permit and to carry out this project in compliance with the Rules at all times. Failure to do so may result in an enforcement action by this Department.

In permitting the proposed alterations, the DEM assumes no responsibility for damages resulting from faulty design or construction.

Kindly be advised that this permit is not equivalent to a verification of the type or extent of freshwater wetlands or jurisdictional areas on site. Should you wish to have the types and extent of freshwater wetlands verified, you may submit the appropriate application in accordance with 250-RICR-150-15-3.9.3.

This permit does not remove your obligation to obtain any local, state, or federal approvals or permits required by ordinance or law and does not relieve you from any duties owed to adjacent landowners with specific reference to any changes in drainage.

Please contact Claire Swift of this office (telephone: 401-537-4183) should you have any questions regarding this letter.

Sincerely,



Martin D. Wencek, Supervising Environmental Scientist  
Office of Water Resources  
Freshwater Wetlands Program

MDW/CSV/cvs

Enclosure: Approved site plans

cc: Neal Personeus, DEM Stormwater Program  
John Hanley, City of Pawtucket Building Official  
Andrew Glines, PE, Fuss & O'Neill