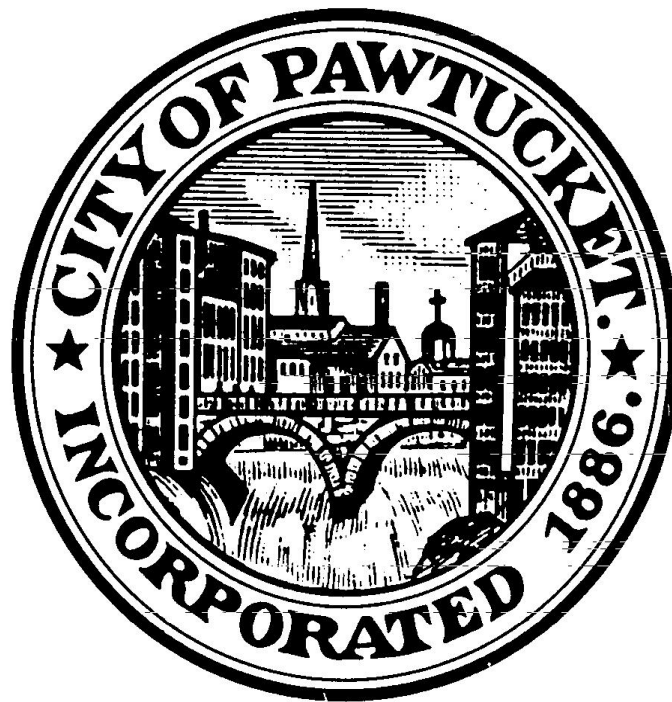


CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



RFP #26-023
**Oak Hill Park Tennis Courts and Playground
Renovations**

July 30, 2026

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: ☐ No ☒ Yes

August 11, 2026 @ 10:00 AM

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

Location:

250 Armistice Blvd
Pawtucket, RI 02860

Requests for Further Information:

August 20, 2026 @ 2:00 PM

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

Joe Morais, Senior Project Leader

E-mail: jmorais@pawtucketri.gov

David Taylor, Project Leader

E-mail: dtaylor@insiteengineers.com

AND

Rodney Jacques, Executive Vice President, RA

E-mail: rjacques@starckarchitects.com

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

RFP Submission Deadline:

August 27, 2026 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 27, 2026 at 4:00 PM during a scheduled Purchasing Board meeting. Please note that the bid opening will be held at 100 Freight Street, Pawtucket, RI.

Bonds/Surety Required

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.

Bonds Required:

Bid Bond: ☐ No ☒ Yes

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 a qualified contractor for the construction phase of OAK HILL PARK TENNIS COURTS AND PLAYGROUND RENOVATIONS project.

The purpose of this project is to revitalize Oak Hill Park, also known as the Tom Duffy Recreational Center. This project shall consist of renovations to the existing tennis courts and tot playground. Work will include the demolition of the existing tennis court surfacing, playground, fencing, and trees. Reconstruction of a new park will include installation of new tennis courts with the addition of drainage and a pickleball court, a new tot playground, new fencing around the entire premises, and minor landscaping work.

3.2 Project Background

This project will be funded through the Recreation Bond & Community Development Block Grant.

3.2 Special requirements

Contractors and Subcontractors must be currently registered with SAM.gov. Please include your SAM.gov Entity ID on the bid form.

4.0 - Scope of Work

4.1 Location

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

- The project is located at 175 Cleveland Street in Pawtucket, RI between Lyman Street and Fowler Ave.
- Portions of the following properties:
 - Assessor's Plat (A.P.) 66, Lot 937

4.2 General Requirements

4.2.1 Project Schedule

- Bids Due and Opening Date: 8/27/26 (refer to noted submission times in this RFP)
- Project Award: 9/10/2026
- Project Begins: 9/11/2026
- Substantial Completion: 6/30/2027
- Final Completion: 7/27/2027

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.

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

4.2.5 Payment Requisitions

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

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

4.2.6 Experience

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

4.3 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 following construction activities:

- Mobilization and provide controls as necessary to ensure public safety and facilitate construction;
- Maintenance and further installation of erosion and sediment control devices;
- Removal and proper disposal of existing unclassified material including existing tennis court pavement;
- Removal and proper disposal of concrete walk, concrete curb, & concrete retaining walls;
- Removal and proper disposal of existing bench, bike rack, and concrete footings;
- Removal and proper disposal of existing play equipment and play surface;
- Earthwork and site preparation including rough grading;
- Removal and proper disposal of chain link fence, gates, tennis nets, and posts;
- Furnish and installation of new PIP play surface;
- Furnish and installation of new tot lot/playground structures;
- Furnish and installation of new chain link fence and gates;
- Furnish and installation of benches and picnic table;
- Furnish and installation of trench drain, drain pipes, and flared ends;
- Furnish and installation of line striping and painting of new courts;
- Furnish and installation of loam and seed as needed;
- Demobilize and final cleanup of the site including removal of remaining erosion and sediment control devices and any remaining sediment, pavement sweeping;

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, “[Oak Hill Park Tennis Courts and Playground Renovations], Bid 26-023”, 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 (without any binding) and one (1) digital 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 Acknowledgement (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 # 26-023 - (Oak Hill Park Tennis Courts and Playground Renovations)

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.)

Is your company bonded? Yes ____ No ____

Sam.gov Entity ID: _____

Please describe the nature and extent of all insurance coverage:

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 # 26-023 - Oak Hill Park Tennis Courts and Playground Renovations

1.00 OFFER:

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Stark Architects (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 # 26-023 – (Oak Hill tennis Courts and Playground Renovations))**, 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. Total Price below should include Bid Items 1-4

Total Price: \$..... dollars,
(amount in words)

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

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

SAM.gov UEI# _____

RFP #26-023

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL COST
1	Mobilization	LS	1	\$_____	\$_____
2	Tennis Court/Pickleball Court Reconstruction	LS	1	\$_____	\$_____
3	Playground Reconstruction	LS	1	\$_____	\$_____
4	Demobilization	LS	1	\$_____	\$_____

TOTAL BID _____

TOTAL BID IN WORDS _____

Note: Total Bid shown above shall match Total Price shown on the first page of this bid form. All project costs including labor, equipment, materials, overhead, profit, and incidentals to complete the Work shall be included. Refer to Scope of Work and Appendices G & H for a description of the bid items listed above as well as additional information.

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

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

Cross Reference:

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

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 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
Public Interest Phased Implementation	HUD issued a public interest waiver, <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> 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.
Exigent Circumstances	HUD issued a public interest waiver for exigent circumstances, <u>“Public Interest Waiver of Build America, Buy America Provisions for Exigent Circumstances as Applied to Certain Recipients of HUD Federal Financial Assistance”</u> . 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.
De Minimis, Small Grants, and Minor Components	HUD issued a public interest <i>de minimis</i> , small grants, and minor components waiver titled <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> . 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.	
Tribal Recipients Waiver	HUD issued a public interest waiver, <u>“Extension of Public Interest, General Applicability Waiver of Build America, Buy America Provisions as Applied to Tribal Recipients of HUD Federal Financial Assistance: Final Notice”</u> 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.

BAP will apply to...	Iron and Steel	Construction Materials – Specifically Listed	Construction Materials – Not Listed	Manufactured Products
CDBG Formula Grants	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
Choice Neighborhood, Lead Hazard Reduction, and Healthy Homes Production Grants	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
Recovery Housing Program (RHP) Grants	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

All HUD other FFA except HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	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
HOME, Housing Trust Fund, and Public Housing FFA used for maintenance projects	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
CDBG	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.
RHP	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.

ESG, CoC, HOPWA, SHOP, VHRMP, CPF/EDI, Section 4, Rural Capacity Building, Pro Housing, PRICE, PSH, and NOFOs	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.	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. 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. EDI Community Project Funding has a different obligation determination. Grantees should consult their Congressional Grant Officer for more information.
HOME & HTF	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
Specifically Listed Construction Materials (Non-Ferrous Metals, Lumber, Composite Building Materials, Plastic and Polymer Based Pipe and Tube)	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.
Not Listed Construction Materials	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.

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

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

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

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

Step 1: Type of project/activity

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

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

Step 2: Funding source

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

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

Step 3: Materials

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

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

Step 4: Date of obligation

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

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

Step 5: General waivers

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

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

OR

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

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

Step 6: Project-specific waivers

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

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

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

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

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

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

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

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

CPD Grantees Receiving Funds from Multiple Federal Agencies

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

CPD Record Keeping Requirements

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

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

V. Contact Information

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

Addendum 1 Frequently Asked Questions

General Information

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

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

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

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

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

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

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

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

4. What materials does the BAP apply to?

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

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

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

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

CPD Program Specific

6. Which CPD programs are subject to the BAP?

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

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

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

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

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

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

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

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

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

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

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

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

Documentation and Grant Management

11. Does the BAP apply to subrecipients or contractors?

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

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

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

Waivers

13. Are there any waivers available for the BAP?

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

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

(submit at time of bid submission)

Appendix B

CITY OF PAWTUCKET
GENERAL TERMS AND CONDITIONS OF PURCHASE

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 (Building, Heavy Construction, and Highway, 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

"General Decision Number: RI20260001 05/18/2026

State: Rhode Island

Construction Types: Building, Heavy and Highway

Counties: Rhode Island Counties of
Bristol, Kent, Newport, Providence and
Washington

Includes Marine Construction Projects

Modification Number	Publication Date
2	01/30/2026
3	05/18/2026

ASBE0006-006 09/01/2024

Rates

Fringes

HAZARDOUS MATERIAL HANDLER (INCLUDES PREPARATION,
WETTING, STRIPPING, REMOVAL SCRAPPING, VACUUMING,
BAGGING & DISPOSING OF ALL INSULATION MATERIALS,
WHETHER THEY CONTAIN ASBESTOS OR NOT, FROM
MECHANICAL SYSTEMS)\$ 49.91
36.63

ASBE0006-008 09/01/2024

Rates

Fringes

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

BOILERMAKER.....\$ 50.62
28.82

BRRI0003-001 06/01/2022

Rates

Fringes

BRICKLAYER, STONEMASON, POINTER, CAULKER & CLEANER..\$ 46.86
29.14

BRRI0003-002 09/01/2022

Rates

Fringes

MARBLE SETTER, TERRAZZO WORKER & TILE SETTER.....\$ 46.54
30.34

BRRI0003-003 09/01/2022

Rates

Fringes

MARBLE, TILE & TERRAZZO FINISHER.....\$ 38.78
29.61

CARP0330-001 01/01/2023

Rates

Fringes

PILED RIVER 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....\$
41.53 29.35

WELDER 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....\$
48.68 30.50

DIVER TENDER 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....\$
48.68 30.50

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MORE ABOVE GROUND ELEVATION OR ON SETBACK: \$.50 PER
 HOUR ADDITIONAL. THE DESIGNATED PILEDRIVER,
 KNOWN AS THE ""MONKEY"": \$1.00 PER HOUR ADDITIONAL....\$
 60.83 30.50
 CARPENTER: INCLUDES SOFT FLOOR LAYER.....\$ 47.88
 30.50

CARP0330-001 06/02/2025

Rates

Fringes

PILEDRIVER FOOTNOTES: WHEN NOT DIVING OR
 TENDING THE DIVER, THE DIVER AND DIVER TENDER SHALL
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 HOUR ADDITIONAL. THE DESIGNATED PILEDRIVER,
 KNOWN AS THE ""MONKEY"": \$1.00 PER HOUR ADDITIONAL....\$
 48.68 30.50

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 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....\$
 60.83 30.50
 CARPENTER: INCLUDES SOFT FLOOR LAYER.....\$ 47.88
 30.50

CARP1121-002 04/21/2025

Rates

Fringes
 MILLWRIGHT.....\$ 45.72
 31.50

ELEC0099-002 06/01/2025

Rates

Fringes
 TELEDATA SYSTEM INSTALLER 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.....\$ 42.09
 19.71
 ELECTRICIAN 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.....\$ 56.11
 24.74

ELEV0039-001 01/01/2025

Rates

Fringes

ELEVATOR MECHANIC 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.....\$ 64.52
38.44

ENGI0057-001 12/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: GROUP 9 BOAT & TUG OPERATOR.

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.....\$ 48.92
29.95

POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: GROUP 8 HEATER, CONCRETE MIXER, STONE
CRUSHER, WELDING MACHINE, GENERATOR AND LIGHT
PLANT, GAS AND ELECTRIC DRIVEN PUMP AND AIR
COMPRESSOR.

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.....\$ 45.00
29.95

POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: GROUP 7 UTILITY ENGINEERS AND SIGNAL PERSONS

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.....\$ 33.15
29.95

POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: GROUP 6 WELL-POINT INSTALLATION CREW.

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.....\$ 39.15 29.95 POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER TREATMENT PLANTS, PUMPING STATIONS, TUNNELS, CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES, SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION WORK: 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).

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.....\$ 48.35 29.95 POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER TREATMENT PLANTS, PUMPING STATIONS, TUNNELS, CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES, SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION WORK: GROUP 4 OILER ON CRAWLER BACKHOE.

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.....\$ 42.07
29.95

POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: GROUP 3 OILERS ON CRANES.

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.....\$ 44.92
29.95

POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: 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.

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.....\$ 49.30
29.95
POWER EQUIPMENT OPERATOR: POWER PLANTS, SEWER
TREATMENT PLANTS, PUMPING STATIONS, TUNNELS,
CAISSONS, PIERS, DOCKS, BRIDGES, WIND TURBINES,
SUBTERRANEAN & OTHER MARINE AND HEAVY CONSTRUCTION
WORK: GROUP 1 CRANES, LIGHTERS, BOOM TRUCKS AND
DERRICKS

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.....\$ 51.30
29.95

Fringes

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
 GROUP 8 HEATER, CONCRETE MIXER, STONE CRUSHER,
 WELDING MACHINE, GENERATOR FOR LIGHT PLANT, GAS AND
 ELECTRIC DRIVEN PUMP & AIR COMPRESSOR

A. BOOM LENTHS, 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.....\$ 44.54
 29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
 GROUP 7 WELL POINT INSTALLATION CREW

A. BOOM LENTHS,
 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.....\$ 47.22
29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
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)

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.....\$ 47.65
29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
GROUP 5 OILER ON CRAWLER BACKHOE

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.....\$ 41.50
29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
GROUP 4 FIREMAN & OILER ON CRANES

A. BOOM

LENTHS, 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.....\$ 44.35
29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
GROUP 3 TELEHANDLER EQUIPMENT, FORKLIFT, CONCRETE
PUMP & ON-SITE CONCRETE PLANT

A. BOOM LENTHS, 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.....\$ 48.35
29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
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

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.....\$ 48.57
29.95

POWER EQUIPMENT OPERATOR: BUILDING CONSTRUCTION:
GROUP 1 CRANES, LIGHTERS, BOOM TRUCKS AND
DERRICKS.

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.....\$ 50.57
29.95

ENGI0057-005 12/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATOR: HIGHWAY CONSTRUCTION
PROJECTS; WATER AND SEWERLINE PROJECTS WHICH ARE
INCIDENTAL TO HIGHWAY CONSTRUCTION PROJECTS; AND
BRIDGE PROJECTS THAT DO NOT SPAN WATER: GROUP 8 GAS
AND ELECTRIC DRIVE HEATERS, CONCRETE MIXERS, LIGHT
PLANTS, WELDING MACHINES, PUMPS AND COMPRESSORS

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.....\$ 38.70
29.95

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 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

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.....\$ 43.43
29.95

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 6

OILERS ON CRANES AND DECKHANDS

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.....\$ 39.73
29.95

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 5
SIGNAL PERSONS

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.....\$ 33.15
29.95

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 4
UTILITY ENGINEERS

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.....\$ 25.75
29.95

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 3
WELLPOINT INSTALLATION AND DRILL/BORING MACHINE
ASSISTANTS

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.....\$ 39.15
29.95

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 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

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.....\$ 44.45
29.95

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

CRANES, PILE DRIVERS, LIGHTERS, BOOM TRUCKS,
HOISTS, DERRICKS

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.....\$ 46.45
29.95

IRON0037-001 09/16/2025

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

LABO0271-001 12/03/2023

	Rates
Fringes	
LABORER GROUP 5 (BUILDING CONSTRUCTION).....	\$ 39.00
26.90	
LABORER GROUP 4 (BUILDING CONSTRUCTION).....	\$ 37.00
26.90	
LABORER GROUP 3 (BUILDING CONSTRUCTION).....	\$ 37.00
26.90	
LABORER GROUP 2 (BUILDING CONSTRUCTION).....	\$ 37.00
26.90	
LABORER GROUP 1 (BUILDING CONSTRUCTION).....	\$ 37.00
26.90	

LABO0271-002 11/27/2022

	Rates
Fringes	
LABORER TEST BORING LABORER.....	\$ 41.95
24.15	
LABORER TEST BORING DRILLER.....	\$ 41.95
24.15	
LABORER OPEN AIR CAISSON, UNDERPINNING WORK AND	

BORING CREW TOP MAN & LABORER.....	\$ 35.60
24.15	
LABORER OPEN AIR CAISSON, UNDERPINNING WORK AND	
BORING CREW BOTTOM MAN.....	\$ 41.50
24.15	
LABORER FREE AIR GROUP 3.....	\$ 42.45
24.15	
LABORER FREE AIR GROUP 2.....	\$ 45.00
24.15	
LABORER FREE AIR GROUP 1.....	\$ 46.00
24.15	
LABORER COMPRESSED AIR GROUP 3.....	\$ 42.45
24.15	
LABORER COMPRESSED AIR GROUP 2.....	\$ 52.93
24.15	
LABORER COMPRESSED AIR GROUP 1.....	\$ 55.40
24.15	

PAIN0011-005 06/01/2025

Rates

Fringes	
PAINTER (SPRAY, SAND & WATER BLASTING).....	\$ 42.57
26.60	
PAINTER (EPOXY, TANKS, TOWERS, SWING STAGE &	
STRUCTURAL STEEL).....	\$ 41.57
26.60	
PAINTER (BRUSH AND ROLLER).....	\$ 39.57
26.60	

PAIN0011-006 06/01/2024

Rates

Fringes	
GLAZIER FOOTNOTES: SWING STAGE: \$1.00 PER	
HR ADDITIONAL. PAID HOLIDAYS: LABOR DAY &	
CHRISTMAS DAY.....	\$ 41.63
26.15	

PAIN0011-011 06/01/2024

Rates

Fringes

PAINTER (BRIDGE WORK)\$ 57.85
26.40

PAIN0035-008 06/01/2011

Rates

Fringes

SIGN PAINTER.....\$ 24.79
13.72

PLAS0040-001 01/01/2025

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER (BUILDING
CONSTRUCTION) 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.....\$ 44.75
29.10

PLAS0040-002 01/01/2025

Rates

Fringes

CEMENT MASON/CONCRETE FINISHER (HEAVY AND HIGHWAY
CONSTRUCTION).....\$ 44.75
29.10

PLAS0040-003 01/01/2025

Rates

Fringes

PLASTERER.....\$ 45.52
29.43

PLUM0051-002 08/25/2025

Rates

Fringes

PLUMBERS AND PIPEFITTERS.....\$ 54.34
34.50

 ROOF0033-004 12/01/2025
 Rates
 Fringes
 ROOFER.....\$ 47.49
 31.44

SFRI0669-001 04/01/2025
 Rates
 Fringes
 SPRINKLER FITTER.....\$ 53.76
 33.44

SHEE0017-002 06/01/2025
 Rates
 Fringes
 SHEET METAL WORKER.....\$ 44.42
 41.94

TEAM0251-001 05/01/2025
 Rates
 Fringes
 TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
 5 FOUR- AND FIVE-AXLE EQUIPMENT

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.

.....\$ 32.21

34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
10 TRACTOR TRAILER

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.

.....\$ 32.36

34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
9 SPECIAL EARTH-MOVING EQUIPMENT, 35 TONS OR OVER

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.\$ 32.56
34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
8 SPECIAL EARTH-MOVING EQUIPMENT, UNDER 35 TONS

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.\$ 32.31
34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
7 TRAILERS WHEN USED ON A DOUBLE HOOK UP (PULLING
2 TRAILERS)

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.

.....\$ 32.81

34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
6 LOW-BED OR BOOM TRAILER.

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.\$ 32.61

34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
4 THREE-AXLE DUMP TRUCK

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.\$ 32.11

34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
3 TWO-AXLE DUMP TRUCK

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.\$ 32.06

34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
2 TWO-AXLE ON LOW BEDS

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.\$ 32.01
34.51

TRUCK DRIVER: HEAVY AND HIGHWAY CONSTRUCTION: GROUP
1 PICK-UP TRUCKS, STATION WAGONS, & PANEL TRUCKS

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.\$ 31.86
34.51

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick
Leave for Federal Contractors applies to all contracts
subject to the Davis-Bacon Act for which the contract is
awarded (and any solicitation was issued) on or after
January 1, 2017. If this contract is covered by the EO,
the contractor must provide employees with 1 hour of paid
sick leave for every 30 hours they work, up to 56 hours of
paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses 29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than

❖SU❖, ❖UAVG❖, ❖SA❖, or ❖SC❖ denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to

reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The **◆SU◆** identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

◆SU◆ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The **◆SA◆** identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted.
ME

refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the **SA** identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations.

Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

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**.

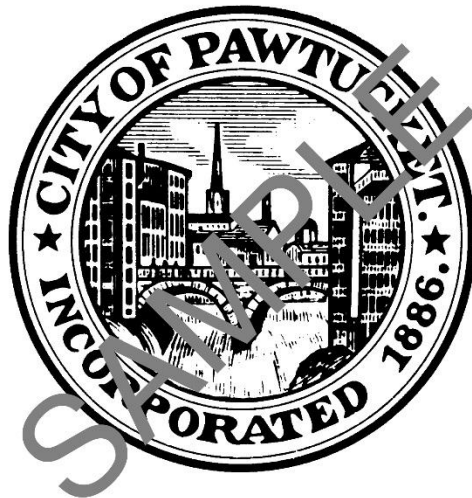
- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** 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 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 on or before July 1st 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 1st 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, 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 laws 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.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

SAMPLE

Appendix F

Rhode Island General Laws

Title 37

Public Property and Works

Chapter 13

Labor and Payment of Debts by Contractors

R.I. Gen. Laws § 37-13-5

§ 37-13-5. Payment for trucking or materials furnished — Withholding of sums due.

A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

History of Section.

P.L. 1936, ch. 2361, §§ 2, 3; G.L. 1938, ch. 290, §§ 2, 3; G.L. 1938, ch. 290, § 4; P.L. 1955, ch. 3580, § 1; G.L. 1956, § 37-13-5; P.L. 1965, ch. 77, § 1.

Title 37

Public Property and Works

Chapter 13

Labor and Payment of Debts by Contractors

R.I. Gen. Laws § 37-13-7

§ 37-13-7. Specification in contract of amount and frequency of payment of wages.

(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for the transportation of public and private school pupils pursuant to §§ 16-21-1 and 16-21.1-8, or for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and that requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships that may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages," "scale of wages," "wage rates," "minimum wages," and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(i) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(ii) The rate of costs to the contractor, subcontractor, vendor, or provider that may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program that was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a

contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees," as used in this section, shall include:

(1) Employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b); and

(2) Persons employed by a provider contracted for the purpose of transporting public and private school pupils pursuant to §§ 16-21-1 and 16-21.1-8 shall be subject to the provisions of subsections (a) and (b) of this section. For the purposes of this subsection the term employee includes school bus drivers, aides, and monitors who are directly providing transportation services; the term employee does not include mechanics, dispatchers, or other personnel employed by the vendor whose duties are normally performed at a fixed location.

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to: the Rhode Island industrial recreational building authority, the Rhode Island commerce corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, the Rhode Island telecommunications authority, the convention center authority, the council on postsecondary education, the council on elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

History of Section.

P.L. 1974, ch. 237, § 3; P.L. 1976, ch. 193, § 1; P.L. 1999, ch. 75, § 1; P.L. 2001, ch. 321, § 1; P.L. 2015, ch. 141, art. 7, § 16; P.L. 2021, ch. 292, § 3, effective July 9, 2021; P.L. 2021, ch. 293, § 3, effective July 9, 2021.

Appendix G

Specifications Issued for Bid

**Oak Hill Park Tennis Courts and
Playground Renovations**

RFP #26-023

PAWTUCKET, RI

Oak Hill Park

Fowler Ave.

FOR THE

Department of Public Works

Pawtucket, RI 02860



**Mayor
Donald R. Grebien**



STARCK

ARCHITECTS

**126 Cove Street
Fall River, MA 02720**

**1 Richmond Square, Suite 120C
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July 28, 2026

**Issued for Bid
Job #: 24-015**

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SECTION 01012

CONTRACTOR'S USE OF THE PREMISES

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. Work Included: This Section applies to situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections of Division 1 of these specifications.

1.02 QUALITY ASSURANCE:

- A. Promptly, upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.
- B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.
- C. The Prime Contractor and his subcontractors shall wear an appropriate form of identification, whether it be a photo ID, shirt or jacket with company logo, etc.
- D. The Prime Contractor and his subcontractors shall park their personal vehicles in appropriate locations off the Owner's site. One company vehicle of the prime contractor may be parked on the site at any time unless otherwise authorized in writing, by the Owner.

1.03 SUBMITTALS:

- A. Contractor to prepare and submit for approval by the Architect and Owner a staging plan indicating location, dates and duration of any proposed mobilization or project required items, including but not limited to: dumpsters, material staging areas, cranes, generators, water storage tanks, portable toilet facilities, etc.
- B. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner daily.

1.04 TRANSPORTATION FACILITIES:

- A. Truck and equipment access:
 - 1. To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route provided by or directed by the Owner.
 - 2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site.

B. Contractor's Vehicles:

1. Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering the Owner's property in performance of the work of the Contract, shall use only the access route provided by or directed by the Owner.
2. Do not permit such vehicles to park on any street or other area of the Owner's property except in the areas directed or provided by the Owner.
3. Contractor shall assume sole responsibility for all parking and traffic violation of employees, subcontractors, suppliers, etc.

1.05 SECURITY:

- A. Restrict the access of all persons entering upon the Owner's property in connection with the work to an Access Route authorized by the Owner.

1.06 GENERAL:

- A. Contain operations at site to areas permitted by:

1. Law
2. Ordinances
3. Owner
4. Contract Documents

- B. Do not unreasonably encumber site with materials or equipment.

- C. Assume full responsibility for protection and safekeeping of products stored on premises.

- D. Move any stored products which interfere with operations of Owner or other Contractor.

- E. Obtain and pay for use of additional storage or work areas needed for operations.

PART 2 – PRODUCTS – Not Applicable To This Section.

PART 3 – EXECUTION – Not Applicable To This Section.

END OF SECTION

SECTION - 01015

EXISTING CONDITIONS

PART 1- GENERAL

1.01 SUMMARY

A. EXISTING CONDITIONS SURVEY

- a. Before submitting a bid, the Contractor shall make a thorough examination of the conditions of the site, checking the requirements of the Plans and Specifications with the existing conditions.
- b. No claim for extra compensation or extension of time will be allowed on account of the Contractor's failure to estimate properly the quantities, locations and measurements of all items required to complete the work.
- c. The Contractor shall report any discrepancies to the Architect and request and interpretation before submitting a bid.

END OF SECTION

SECTION 01100

SUMMARY

PART 1 - GENERAL

1.01 SUMMARY

- A. Project Identification: Oak Hill Park Tennis Courts and Playground Renovations located in Pawtucket, Rhode Island

Project Summary: The removal of the existing asphalt tennis court paving, tennis nets, 10'-0" and 6'-0" high chain link fence, the removal of existing curb and tree as indicated. The removal of existing playground equipment, concrete slab, mulch, benches, and trees as indicated. Installation of new paving and color court system for (4) tennis courts and (2) pickleball courts, new tennis nets, new 10'-0", 6'-0" and 4'-0" high chain link fences, new concrete accessible curb and concrete sidewalk. New playground equipment, poured-in-place rubber surfacing, concrete walkway, benches and accessible picnic table.

- B. Permits and Fees:

1. Apply for and obtain permits required.
2. Submit copies of all permits to Architect.

- C. Start of Construction and Time for Completion:

1. It is anticipated that a tentative award of contract will be made on or about July xx, 2026. It is further anticipated that a Notice to Proceed will be issued on or about July xx, 2026. Site work is to start immediately.
2. The Contractor will be required to expedite the project.
3. **Substantial Completion is required to be on October 31, 2026.**
4. **Liquidated Damages will be assessed at the rate of \$xxx per calendar day** for each day after October 31, 2026 that Substantial Completion is not achieved.

- D. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Architect.

- E. Dimensions: Verify dimensions indicated on drawings with field dimensions before start of work. Do not scale drawings.

- F. Existing Conditions: Notify Architect of existing conditions differing from those indicated on the drawings.

- G. Coordination:

1. Verify location of utilities and existing conditions.
2. Notify Dig-Safe prior to the start of work.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01300

SUBMITTALS - SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.01 SUMMARY

- A. This article supplements Subparagraph 3.12 of the General Conditions.
- B. Consult the individual sections of the specifications for the specific submittals required under those sections and for further details and descriptions of the requirements.

1.02 GENERAL PROCEDURES FOR SUBMITTALS

- A. Timeliness - The Contractor shall transmit each submittal to the Architect sufficiently in advance of performing related Work or other applicable activities, so that the installation not be delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect in advance of the Work.
- B. Contractor's Review and Approval - Only submittals received from and bearing the stamp of approval of the Contractor will be considered for review by the Architect. Submittals shall be accompanied by a transmittal notice stating name of Project, date of submittal, "To", "From", (Contractor, Subcontractor, Installer, Manufacturer, Supplier), Specification Section, or Drawing No. to which the submittal refers, purpose(first submittal, resubmittal), description, remarks, distribution record, and signature of transmitter.
- C. Or-Equals - On the transmittal or on a separate sheet attached to the transmittal, the Contractor shall direct attention to any deviations including minor limitations and variations, from the Contract Documents.
 - 1. The Contractor shall submit to the Architect for consideration of any Or-Equal substitution, a written point by point comparison containing the name and full particulars of the proposed product to the product named or described in the Contract Documents.
 - 2. Upon receipt of a written request for approval of an Or-Equal substitution, the Architect shall investigate whether the proposed item shall be considered equal to the item named or described in the Contract Documents. Upon conclusion of the investigation, the Architect shall promptly advise that the item is, or is not, considered acceptable as on Or-Equal substitution. Such written notice must have the concurrence of the Administrator.
 - 4. In no case may an item be furnished on the Work other than the item named or described, unless the Architect, with the shall consider the item equal to the item so named or described, as provided by M.G.L. c.30 ' 39M.
 - 5. The equality of items offered as "equal" to items named or described shall be proved to the satisfaction of the Architect at the expense of the Contractor or Subcontractor submitting the substitution.

6. The Architect may require that full size samples of both the specified and proposed products be submitted for review and evaluation. The Contractor or Subcontractor, as the case may be, shall bear full cost for providing, delivering, and disposal of all such samples.
 7. The Contractor shall assume full responsibility for the performance of any item submitted as an "Or-Equal" and assume the costs of any changes in any Work which may be due to such substitution.
- D. Processing - All costs for printing, preparing, packaging, submitting, resubmitting, and mailing, or delivering submittals required by this contract shall be included in the Contract Sum.

1.03 ARCHITECT'S ACTION

- A. The Architect will review the Contractor's submittals and return them with one of the following actions recorded thereon by appropriate markings:
1. **Reviewed**: the Work covered by the submittal may proceed provided it complies with the requirements of the Contract Documents.
 2. **Make Correction Noted**: the Work may proceed provided it complies with the Architect's notations or corrections on the submittal and complies with the requirements of the Contract Documents. Acceptance of the Work will depend upon these compliances.
 3. **Revise and Resubmit or Rejected**: the Work covered by the submittal (purchasing, fabrication, delivery, or other activity) should not proceed. The submittal should be revised or a new submittal resubmitted without delay, in accordance with the Architect's notations stating the reasons for returning the submittal.
 4. **Rejected** - the work covered by the submittal is not in accordance with the Contract Documents and shall not proceed. The contractor shall resubmit without delay.

1.04 SUBMISSION OF SHOP DRAWINGS

- A. Shop Drawings shall be complete, give all information necessary or requested in the individual section of the specifications. They shall also show adjoining Work and details of connection thereto.
- B. Shop Drawings shall be for whole systems. Partial submissions will not be accepted.
- C. The Architect reserves the right to review and approve shop drawings only after approval of related product data and samples.
- D. Shop drawings shall be properly identified and contain the name of the project, name of the firm submitting the shop drawings, shop drawing number, date of shop drawings and revisions, Contractor's stamp of approval, and sufficient spaces near the title block for the Architect's stamp.
- E. The Contractor shall submit to the Architect one legible, reproducible transparency and two black line prints of each shop drawing. Transparency and prints shall be

mailed or delivered in roll form. Each submittal shall be accompanied by a transmittal notice.

- F. When the transparency is returned by the Architect with the stamp "Revise and Resubmit" or "Disapproved", the Contractor shall correct the original drawing or prepare a new drawing and resubmit a transparency and two prints thereof to the Architect for approval. This procedure shall be repeated until the Architect's approval is obtained.
- G. When the transparency is returned by the Architect with the stamp "Reviewed" or "Make Corrections Noted", the Contractor shall provide and distribute the prints for all Contractor and Subcontractors use, and in addition submit, within 10 calendar days after approval, 4 prints to the Architect.
- H. The Contractor shall maintain one full set of approved shop drawings at the site.

1.05 SUBMISSION OF PRODUCT DATA

- A. The Contractor shall submit 7 copies of Product Data to the Architect. All such data shall be specific and identification of material or equipment submitted shall be clearly marked in ink. Data of general nature will not be accepted.
- B. Product Data shall be accompanied by a transmittal notice. The Contractor's stamp of approval shall appear on the printed information itself, in a location which will not mar legibility.
- C. Product Data returned by the Architect as "Disapproved" shall be resubmitted in 7 copies until the Architects approval is obtained.
- D. When the Product Data are acceptable, the Architect will stamp them "Reviewed" or "Make Corrections Noted ", retain 3 copies and return 4 copies to the Contractor. The Contractor shall provide and distribute additional copies as may be required to complete the Work.
- E. The Contractor shall maintain one full set of approved, original, Product Data at the site.

1.06 SUBMISSION OF SAMPLES

- A. Unless otherwise specified in the individual section, the Contractor shall submit two specimens of each sample.
- B. Samples shall be of adequate size to permit proper evaluation of materials. Where variations in color or in other characteristics are to be expected, samples shall show the maximum range of variation. Materials exceeding the variation of approved samples will not be approved on the Work.
- C. Samples of items of interior finishes shall be submitted all at once to permit a coordinated selection of colors and finishes.

- D. Samples which can be conveniently mailed shall be sent directly to the Architect, accompanied by a transmittal notice. All transmittals shall be stamped with the Contractor's approval stamp of the material submitted.
- E. All other samples shall be delivered at the field office of the Project Representative with sample identification tag attached and properly filled in. Transmittal notice of samples so delivered with the Contractor's stamp of approval shall be mailed to the Architect.
- F. If a sample is rejected by the Architect, a new sample shall be resubmitted in a manner specified herein above. This procedure shall be repeated until the sample is approved by the Architect.
- G. Samples will not be returned unless return is requested at the time of submission. The right is reserved to require submission of samples whether or not particular mention is made in the specifications.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide types of submittals listed in individual sections and number of copies required below.
 - 1. Shop drawings, reviewed and annotated by the Contractor - transparency and two blackline prints.
 - 2. Product data - 4 copies.
 - 3. Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 4. Inspection and test reports - 4 copies.
 - 5. Warranties - 4 copies.
 - 6. Survey data - 4 copies.
 - 7. Closeout submittals - 4 copies.
 - 8. Project photographs - 8 8x10 color prints each month and at beginning and end of construction.
- B. Comply with project format for submittals.
- C. Comply with submittal procedures established by Architect including Architect's submittal and shop drawing stamp. Provide required resubmittals if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
- D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
- E. Provide warranties as specified; warranties shall not limit length of time for remedy of damages Owner may have by legal statute. Warranties shall be signed by contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01400
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

1.02 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate. Comply with manufacturers' tolerances.

1.03 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, complies with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

1.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to perform the following as applicable and to initiate instructions when necessary.
 - 1. Observe site conditions.
 - 2. Conditions of surfaces and installation.
 - 3. Quality of workmanship.

1.05 CONTRACTOR'S QUALITY CONTROL

- A. Perform quality control during installation.

1.06 MOCK-UP REQUIREMENTS

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

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01500
TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall be responsible for providing and maintaining all temporary facilities until Substantial Completion. Removal of such prior to Substantial Completion must be with the concurrence of the Architect. The Contractor bears full responsibility for providing any facility removed prior to Substantial Completion if required for the Work.

1.02. FIELD OFFICES

- A. The Contractor shall provide a suitable office at the site for use by Contractor personnel.
- B. The offices shall be set in a location approved by the Owner, and shall be maintained by the Contractor in a clean and orderly condition.

1.03. TEMPORARY TELEPHONES

- A. The Contractor shall provide cellular phone service for the use of the Contractor's authorized personnel and Subcontractors, and communications with Architect.
- B. The Contractor shall pay for all calls and charges in connection therewith.

1.04 TEMPORARY TOILETS

- A. The Contractor shall provide and service an adequate number of toilet booths with chemical type toilets.
- B. The toilets shall be erected in a location approved by the Architect and shall be maintained by the Contractor in a clean and orderly condition in compliance with all local and state health requirements.

1.05 TEMPORARY STRUCTURES AND MATERIAL HANDLING

- A. The Contractor shall provide such storage sheds, temporary buildings, or trailers as required for the performance of the Contract.
- B. Materials shall be handled, stored, installed, cleaned, and protected in accordance with the best practice in the industry and, except where otherwise specified in the Contract Documents, in accordance with manufacturer's specifications and directions.

1.06 WATER

- A. The Contractor shall provide an adequate supply of cool drinking water with individual drinking cups for personnel on the job.

1.07 TEMPORARY ELECTRICITY

- A. The Contractor shall, at its own expense, make arrangements for and provide all temporary light and power. The temporary electrical service shall include but not be limited to labor, materials, and equipment necessary to supply temporary power of adequate capacity for the project operations and testing. Transformers and meters, when required by the power company, will be furnished and installed by the power company and the Electrical Subcontractor shall pay costs therefore.

1.08 WEATHER PROTECTION

- A. "Weather Protection" means the temporary protection of that Work adversely affected by moisture and wind. The Contractor shall furnish and install "Weather Protection" material and be responsible for all costs associated with the same.
- B. The Contractor shall assume the entire responsibility for weather protection during construction (until Substantial Completion), and shall be liable for any damage to any Work caused by failure to supply proper weather protection and proper ventilation.
- C. It is to be specifically understood that the Contractor shall do no work under any conditions deemed unsuitable by the Architect to the satisfactory execution of the Work. This provision shall not constitute any waiver, release, or lessening of the Contractor's obligation to bring the Work to Substantial Completion within the period of time set forth in the Contract Documents.

END OF SECTION

SECTION 01550

PRE-CONSTRUCTION MEETING

PART 1 - GENERAL

1.01 SUMMARY

- A. A pre-construction conference shall be held. In attendance shall be the Architect, the Contractor and Subcontractors.
- B. The parties shall review Drawings, specifications and submitted materials. Correct conflicts, if any, between submittals and specification requirements and examine job site conditions. Review installation procedures, scheduling and temperature requirements, and establish protection methods for the existing grounds.

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.
- B. Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation and include construction costs of substitution including related work.
- C. Request for substitution must be in writing. Conditions for substitution include:
 - 1. An 'or equal' phrase in the specifications.
 - 2. Specified material cannot be coordinated with other work.
 - 3. Specified material is not acceptable to authorities having jurisdiction.
 - 4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless items are clearly presented as a substitution at the time of submittal.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01630

WARRANTY

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall submit a written warranty covering their work for a period of one (1) year. All warranties shall go into effect on the date of **Final** completion.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01680

CLEANING UP

PART 1 GENERAL **1.01 SUMMARY**

- A. Consult the individual sections of the specifications for cleaning of Work installed under those sections.

1.02 CLEANING DURING CONSTRUCTION

- A. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Do not burn or bury rubbish and waste materials on project site.
 - 2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 - 3. Do not dispose of wastes into streams or waterways.
- B. Maintain the Site free from accumulations of waste, debris, dust and rubbish.
- C. Provide on-site containers for collection of waste materials and rubbish.
- D. Vacuum-clean interior building area when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until Substantial Completion.

1.03 FINAL CLEANING

- A. Prior to submitting a request to the Architect to certify Substantial Completion of the Work the Contractor shall inspect all interior and exterior spaces and verify that all waste materials, rubbish, tools, equipment, machinery and surplus materials have been removed and that all sight exposed surfaces are clean. Leave the Project clean and ready for occupancy.
- B. Unless otherwise specified under other sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- C. Cleaning shall include all surfaces, interior and exterior, which the Contractor has had access to, whether new or existing.
- D. Employ experienced workmen or professional cleaners for final cleaning.
- E. Use only cleaning materials recommended by the manufacturer of the surface to be cleaned.
- F. Use cleaning materials which will not create a hazard to health or property and which will not damage surfaces.
- G. All broken or defective glass caused by the Contractor's Work shall be replaced at the expense of the Contractor.

- H. Remove grease, mastic, adhesive, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior surfaces. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective specifications.
- I. Repair, patch and touch-up marred surfaces to the specified finish, to match adjacent surfaces.
- J. Any damage to finishes caused by cleaning operations shall be repaired at the Contractor's expense.
- K. Broom-clean exposed concrete surfaces and paved surfaces. Rake-clean other surfaces of grounds.
- L. Owner's responsibility for cleaning commences at the time designated on the Certificate of Substantial Completion.

END OF SECTION

SECTION 01695

PROTECTION

PART 1 - GENERAL

1.01 PROTECTION OF PERSONS & PROPERTIES

- A. Special care must be exercised in the use of machinery so as not to constitute a source of danger or nuisance.
- B. Any damage to buildings, roads, public roads, bituminous concrete areas, fences, lawn areas, trees, shrubbery, poles, underground utilities, etc. shall be made good by and at the Contractor's own expense, all to the satisfaction of the Owner.
- C. The Contractor shall patch, repair and/or replace all adjacent materials and surfaces damaged after the installation of new work at no expense to the Owner. All repair and replacement work shall match the existing in kind and appearance.

1.02 TEMPORARY PROTECTION

- A. The Contractor shall:
 - 1. Protect materials at all times from rain water, backing-up, or leakage of sewers, drains, or other piping.
 - 2. Protect all surfaces to receive work by other trades from any soiling which will prevent proper execution of subsequent work.
 - 3. Protect all existing and proposed interior surfaces at all times from dust build-up. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that dust build-up and residue is promptly removed from the site.
- B. After the installation of the Work by any Subcontractor is completed, the Contractor shall be responsible for its protection and for repairing, replacing, or cleaning any such Work which has been damaged by other trades or by any other cause, so that all Work is in perfect condition at the time of Substantial Completion.

1.03 ACCESS

- A. The Contractor shall, at all times, leave unobstructed way along walks and roadways, and shall maintain barriers and lights for the protection of all persons and property in all locations where materials are stored or work is in progress.

1.04 SECURITY

- A. The Contractor shall be responsible for providing all security precautions necessary to protect the Contractor's and Owner's interests.

1.05 FIRE PROTECTION

- A. The Contractor shall take necessary precautions to insure against fire during construction. The Contractor shall be responsible to insure that the area within contract limits is kept orderly and clean and that combustible rubbish and construction debris is promptly removed from the site.

- B. Installation of equipment suitable for fire protection shall be done as soon as possible after commencement of operations. The Contractor's attention is directed to the requirements of the Commonwealth of Massachusetts, Department of Labor and Industries Regulation 454 CMR.

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. The following are prerequisites to Substantial Completion. Provide the following:
 - 1. Punch list prepared by Contractor and subcontractors as applicable.
 - 2. Supporting documentation.
 - 3. Warranties.
 - 4. Certifications.
- B. Provide the following prerequisites to final acceptance:
 - 1. Final payment request with supporting affidavits.
 - 2. Completed punch list.
- C. Provide a marked-up set of drawings including changes which occurred during construction.
- D. Provide the following during project closeout:
 - 1. Submission of record documents.
 - 2. Submission of maintenance manuals.
 - 3. Training and turnover to Owner's personnel.
 - 4. Final cleaning and touch-up.
 - 5. Removal of temporary facilities.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01720
PERMITS AND FEES

PART 1 - GENERAL

1.01 SUMMARY

- A. The Contractor shall apply for, obtain and pay for all required permits and fees and shall arrange and schedule all inspections required.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION

SECTION 01730
CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. Provide cutting and patching work to properly complete the work of the project, complying with project requirements for:
 - 1. Visual requirements, including detailing and tolerances.
 - 2. Operational and safety limitations.
 - 3. Inspection, preparation, and performance.
 - 4. Cleaning.
- B. Do not cut and patch in a manner that would result in a failure of the work to perform as intended, decrease energy performance, increase maintenance, decrease operational life, or decrease safety performance.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Match existing materials for cutting and patching work with new materials conforming to project requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. Inspect conditions prior to work to identify scope and type of work required. Protect adjacent work. Notify Owner of work requiring interruption to building services or Owner's operations.
- B. Perform work with workmen skilled in the trades involved. Prepare sample area of each type of work for approval.
- C. Cutting: Use cutting tools, not chopping tools. Make neat holes. Minimize damage to adjacent work. Inspect for concealed utilities and structure before cutting.
- D. Patching: Make patches, seams, and joints durable and inconspicuous. Comply with tolerances for new work.
- E. Clean work area and areas affected by cutting and patching operations.

END OF SECTION

SECTION 01760

SURVEYS AND RECORD DRAWINGS

PART 1 - GENERAL

1.02 RECORD DRAWINGS

- A. Record Drawings shall consist of all the Contract Drawings.
- B. From the sets of drawings furnished by the Owner, the Contractor shall reserve one set for record purposes. From this set, the Contractor shall detach and furnish, at no charge to the Mechanical and Electrical Subcontractors the drawings of their portion of the Work for the same purpose.
- C. The Contractor and the above Subcontractors shall keep their record set on the site at all times and note on it in colored ink or pencil, neatly and accurately, at the end of each working day, the exact location of their work as actually installed. This shall include the location and dimensions of underground and concealed Work and any architectural, mechanical, or electrical variations from the Contract Drawings. All changes, including those issued by Addendum, Change Order, or instructions by the Architect shall be recorded. Record Drawings shall be prepared for the entire project and include all Work.
- D. The Architect may periodically inspect the Record Drawings at the site. The proper and current maintenance of the information required on these drawings shall be a condition precedent to approval of the monthly requisitions for periodic payment.
- E. At Substantial Completion the Contractor shall submit the complete set of Record Drawings to the Architect. The Architect will review these drawings and return them to the Contractor with necessary comments.
- F. Upon receipt of a set of wash off Mylar transparencies of the original contract drawings from the Architect, the Contractor and Subcontractors shall transfer the As-Built information shown on the Record Drawings. This drafting shall be done by an experienced draftsman and match the original drawings.
- G. From the transparencies, the Contractor shall, at its own expense, prepare two sets of microfilm copies and one set of blue-line prints and then submit the transparencies, microfilm copies and the blue-line prints to the Architect. Each sheet shall be clearly marked "Record Drawing" and bear the date of printing. Submission of accurate Record Drawings and their approval by the Architect shall be a condition precedent to final payment.

END OF SECTION

SECTION 01780
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUMMARY

- A. This section supplements the General Conditions.
- B. Consult the individual sections of the specifications for specific items required under those sections.

1.02 RECORD DRAWINGS

- A. Consult the individual sections of the Specifications for the specific requirements of those sections. In cases of inconsistency the more stringent requirement, as directed by the Architect, shall be required.
- B. Prior to final payment and completion the Contractor shall provide all Record Drawings and Microfilm as required under other sections of the Specifications.

1.03 OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Prior to final payment and completion the Contractor shall provide all Operating Manuals and Maintenance Instructions as required by the Contract Documents.
- B. Consult the individual sections of the specifications for the specific requirements for those sections and for further details and descriptions of the requirements.

1.04 INSTRUCTION OF OWNER'S PERSONNEL

- A. Where specified in the individual sections of the specifications, the Contractor and Subcontractor shall instruct the Owner's personnel at the site, in the use and maintenance of equipment installed under the Contract.
- B. Submission to the Architect of a certificate of compliance to this requirement, signed by the Contractor and the Owner's Representative, shall be a condition precedent to final payment.

END OF SECTION

SECTION 02206

EARTHWORK UTILITIES

PART 1- GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the contract, including General and Specification Supplementary Conditions and Division 1, apply to the work of this section.

1.2 DESCRIPTION OF WORK

- A. Work under this section includes, but is not necessarily limited to, the following:
 - 1. Excavating and trenching.
 - 2. Filling, backfilling and compaction.
 - 3. Rough grading to required tolerances.
 - 4. Filling, as directed.
 - 5. The placing of earth for forming and shaping embankments.
 - 6. All sheeting and shoring where required and/or necessary.
 - 7. Maintaining bench marks, monuments, and other reference points, obtaining accurate replacement of final grade of any disturbed or destroyed, or that must be removed due to the nature of the work, furnishing certification by a registered professional surveyor that all disturbed items have been accurately relocated.
 - 8. Written notice of readiness of excavations, fill materials, fill areas, compacted fills, and items requiring review and/or inspection.
 - 9. Maintaining excavations and trenches free of water, and performing construction work under dry conditions.
 - 10. Excavations, stock piling and placing material suitable for filling and backfilling.
 - 11. Removing from site all debris, unsuitable material and excess excavated material as specified and/or as directed by A/E.
 - 12. Restoration to original grades and condition properties damaged by any activity related to the work, taking adequate precautions to avoid settlement or cave-in of properties higher than site, silting, erosion, or other damage to properties lower than site.

1.3 QUALITY ASSURANCE

- A. If, in the opinion of the A/E, the specified materials do not conform to material specifications any required sieve analysis as deemed necessary by the A/E shall be performed by an independent testing laboratory selected by the A/E. This testing shall be paid for by the Contractor at no expense to the Owner.

1.4 MEASUREMENT AND PAYMENT

- A. General: The contract prices bid and payment thereof shall constitute full compensation for all labor, equipment, tools, supplies, materials, and work incidental and necessary to satisfactorily complete the work as specified, as shown on the drawings and as directed.
- B. Trench Excavation and Backfill: No separate payment will be made for earth excavation, dewatering, bedding, sand blanket, saw cutting pavement, backfill, compaction or work items necessary to install and backfill all pipe and structures but the cost of the work will be considered to be included in the contract price. Earthwork will be as indicated on the drawings and as specified. This work included the following: Excavation and disposal of pavements; removal, hauling and stockpiling of excavated materials; rehandling, hauling, and placing of stockpiled material in the work to be used as backfill in the upper section of the trench; excavation and disposal of surplus and/or unsuitable materials; placement of fill materials; compaction and grading of fills, backfills, embankments and subgrades; all necessary dewatering; protection of existing pipelines, utilities and structures; sheeting and bracing not left in place; bedding material compacted in place to the lines, grades and limits directed by the A/E; sand blanket compacted in place to the lines, grades and limits directed by the A/E.
- C. Trench Rock Excavation: Measurements for trench rock excavation shall be as specified and paid for on a cubic yard basis as listed in the unit prices bid. The quantities of trench rock excavation shall be as stated in Section 02300 "Earthwork" and shall be paid as stipulated in Section 00300 "Form for General Bid".
- D. Sheeting: The lumber to be measured shall be only that left in place as indicated or as directed. No measurement shall be made for lumber used for sheeting and bracing which is left in place at the option of the Contractor or which is removed from the various excavations. Compensation shall be considered as included in the unit prices bid as listed in the schedule of prices. Measurement shall be in MBM, based on the commercial thickness used. No additional payment will be made for sheeting greater than 3 inches. Payment for additional lumber left in place shall be made in accordance with the applicable unit prices bid.
- E. Furnishings of Water: The furnishings of water used for sprinkling and wetting the material during the construction operations in connection with the compaction of fills, backfills, borrow and embankments will be considered the responsibility of the Contractor. No payment will be allowed for this item of work. Contractor shall obtain appropriate permits for meters and pay for water use.
- F. Damaged or Disturbed Items of Work: All damaged or disturbed items of work, or items required to be removed and replaced due to construction purposes and operations that are not listed in the bid, shall be restored, replaced or repaired by the Contractor in a manner satisfactorily to the A/E at no additional expense to the Owner.
- G. Test Pits: Excavation and backfilling for test pits, if directed by the A/E, shall be measured and paid for on a per each basis as listed in the unit price bid.
- H. Borrow: Gravel borrow will be compacted in place to the lines, grades and limits as directed by the Engineer.
- I. Below Grade Excavation: Bedding material used to replace below grade excavation will be compacted in place to the lines, grades and limits as directed by the Engineer, and paid for on a cubic yard basis as listed in the unit prices bid.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Grain-size distribution curve shall be furnished to A/E by a soil test lab Engineer.
- B. Areas from which fill material is obtained shall have been completely stripped of topsoil to undisturbed naturally deposited inorganic soil. No fill shall be brought to site or purchased until such material shall have been reviewed by A/E. Fill shall conform in quality to sample as selected by A/E.

2.2 FILL

- A. Fill materials shall be reviewed, and shall conform to the following unless specifically indicated otherwise:
 - 1. Fill, unless otherwise specified, shall be earth free of debris, cinders, combustibles, frost, ice, roots, sod, wood, cellulose, and organic materials. Up to 30 percent of fill material may be rock-like materials not to exceed 0.05 cubic foot in volume, no more than 6" in greatest dimension, evenly distributed in total fill.

2.3 SELECTED BACKFILL

- A. Selected backfill shall be excavated materials, free-draining, clean, granular soil suitable for backfill. It shall not be frozen and shall be free from peat, vegetable or organic matter and any other debris, and shall be readily compactable.

2.4 GRAVEL BORROW

- A. Gravel borrow shall be of a granular nature, the major portion of which may be sand, gravel and other stone. It shall not be frozen and shall be free from peat, vegetable or organic matter and any other debris and shall be readily compactable. Gravel borrow shall conform to the RIDOT material specification gradation requirements:

Sieve Size	Percent Finer by Weight
3"	100
1/2"	50 - 85
No. 4	40 - 75
No. 50	8 - 28
No. 200	0 - 10

2.5 SAND BLANKET

- A. Sand blanket shall be clean sand free from ice, snow, roots, sod, rubbish and other deleterious or organic matter. Sand blanket shall conform to the RIDOT specification following gradation requirements:

Sieve Size	Percent Finer by Weight
1/2"	100
3/8"	85 - 100
No. 4	60 - 100
No. 16	35 - 80
No. 50	10 - 55
No. 100	2 - 10

2.6 FIRST CLASS BEDDING

- A. First class bedding shall be crushed stone consisting of durable crushed rock or durable crushed gravel stone, free from ice, snow, sand, clay, loam or other deleterious material. The first class bedding shall be uniformly blended and shall conform to the RIDOT material specification requirements:

Sieve Size	Percent Finer by Weight
1-1/2"	100
1-1/4"	85 - 100
3/4"	10 - 40
1/2"	0 - 8

PART 3 - EXECUTION

3.1 GENERAL EXCAVATION REQUIREMENTS

- A. The extent of excavation open at any one time shall be controlled by the conditions, but shall always be confined to the limits prescribed by the A/E.
- B. At least one lane of traffic shall be open at all times. The Contractor shall take the necessary care in the placement of excavated materials so as not to block the passage of vehicles.
- C. No excavated material shall be placed on lawns, driveways or other private property without written consent of Owner.
- D. The Contractor shall, at his own expense, provide suitable and safe bridges where required to maintain vehicular and pedestrian traffic both in public and private ways and at entrances to private property and to adjacent buildings.
- E. The Contractor shall take all necessary measures to protect trees not to be removed from the site of the work against damage from machinery and from excavated material. Branches and roots shall not be cut unless permitted by the A/E.
- F. Trees, cultivated plants, shrubs and hedges which might be damaged by the Contractor's operations shall be protected or shall be transplanted, cared for and

replanted. If such trees, plants, shrubs or hedges are damaged to the degree that their growth or beauty is affected, they shall be replaced by the Contractor at his own expense. All surfaces which have been damaged by the Contractor's operations shall be restored to a condition at least equal to that in which they were found just prior to the start of construction.

- G. The restoration of existing property shall be done as promptly as practicable and not left to the end of the construction work.
- H. All existing pipes, poles, wires, curbs, property line markers, fences, walls, or other structures which, in the opinion of the A/E must be preserved in place without relocation, shall be carefully supported and protected by the Contractor. In the event of damage they shall be restored to their original condition by the Contractor at his own expense.
- I. The Contractor shall note that the proposed structures and/or the line of the sewers cross existing utilities in certain locations. These have been shown based on best available information but not guaranteed as to completeness or accuracy.
- J. As excavation approaches existing utilities or other underground structures, digging with machinery shall cease and the excavation shall be done manually, as directed.
- K. Excavation and backfill operations adjacent to existing utilities, structures and construction shall be done in such a manner as will prevent the loss of ground or caving in of excavations, the undermining, damage or disturbing of existing pipelines, utilities, and structures or any completed construction of the project. Backfill shall be placed, compacted, and done in such a manner as to prevent future settlement and damage to the existing pipelines, utilities, structures, or construction. Existing pipelines, utilities, structures, new construction, or property damaged due to excavation, backfilling and settlement of the backfill, shall be the responsibility of the Contractor and shall be corrected in a manner satisfactory to the A/E, at no additional expense to the Owner.
- L. Unsuitable excavated material shall systematically be separated and removed from suitable material to the satisfaction of A/E.
- M. Unsuitable material shall be promptly removed off-site at no expense to the Owner.
- N. Surplus suitable material shall be the property of the Owner and stored on site as directed, or at the Owner's request, this material shall be removed from the site by the Contractor at no additional cost to the Owner.
- O. Remove obstructions to depth of 6" below new construction, and 8" below subgrade in other areas.
- P. Support banks of excavations, as required by local, state and federal regulations, to protect persons and property, using suitable combinations of shoring, sheet piling, bracing or other methods.
- Q. If excavation goes beyond lines shown in details, Contractor shall replace material with gravel borrow or first class bedding.
- R. Excavations shall be carried to design depths.
- S. If excavation is carried beyond line or below grade, except as directed, or subgrade is made unsatisfactory by act or neglect of Contractor, he shall remove such unsatisfactory material. No extra payment will be made for replacement with satisfactory fill.

- T. Contractor shall provide adequate dust control during earthwork operations.
- U. Contractor shall provide and maintain temporary barricades and traffic controls as required.

3.2 PROJECT CONDITIONS

- A. "Dig-Safe" Damage Prevention System: All Contractors or Subcontractors performing drilling, boring, augering, jetting, sheeting or pile installation, demolition, excavation or like work shall, prior to commencement of these activities, contact utility companies having responsibility for underground transmission systems for information relative to locations of existing underground utilities and/or appropriate dig-safe damage prevention and notification agency. Provide Dig-Safe number to clerk of the works in writing.
- B. Adequate protection measures shall be provided to protect workmen and pedestrians passing by the site. Streets adjacent property shall be fully protected throughout the operations.
- C. Shoring, sheeting, and bracing and/or prefabricated trenching boxes shall be provided to prevent caving, erosion, or gullyng sides of excavation.
- D. Provide for surface drainage and erosion control during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep all excavations free of water during the entire progress of the work, regardless of the cause, source, or nature of the water.

3.3 CUTTING PAVEMENT

- A. Excavations made on pavement shall be made in a careful manner so as to cause the least amount of damage to the pavement. Roadway pavement in state highways, local roads, sidewalks, and easements having Class 1 and Class 2 Bituminous concrete pavement shall be cut prior to trench excavation. Pavement and/or cement concrete will be cut 6 inches either side of the maximum allowable trench width. Any damage to the cut line due to the excavations, backfilling or removal of temporary pavement shall be recut to neat lines at no additional cost to the Owner, prior to replacement of the specified finished pavement. The width of pavement removed shall be kept as narrow as practicable. Existing pavement and base course disturbed or damaged beyond the payment lines indicted shall be replace by the Contractor to match existing pavement and base course, at no additional cost to the Owner.
- B. Contractor shall remove and dispose of existing bituminous concrete pavement off-site as is necessary to perform work of this contract as indicated. Removal of pavement shall be done in a neat manner by saw cutting a neat edge.
- C. Contractor shall saw cut, remove and provide off-site disposal of concrete and bituminous walk pavement as is necessary to perform the work of this contract. Removal of concrete and bituminous walks shall be performed in a neat manner at the nearest joint of the remaining walk pavement.
- D. Excavated pavement shall not be mixed with other excavated material which is to be used as backfill, and shall be removed immediately from the site of the work.

3.4 ROCK EXCAVATION AND DISPOSAL

- A. Rock excavation shall mean removal and disposal of rock material as directed by A/E.
- B. The Contractor shall be solely responsible for any damage, direct or indirect, arising from rock removal operations and shall hold the Owner and A/E harmless from any costs, liens, charges, claims, or suits, including the costs of defense arising from such damage, real or alleged.
- C. All rock removal shall be in conformance with local and state authorities having jurisdiction over this work.
- D. Definition of "Rock Excavation" shall mean:
 - 1. Materials that cannot be removed without systematic drilling and hoe ramming, such as rock material in ledges.
 - 2. Concrete or masonry structures larger than 1 cubic yard in volume, and not less than 13" in least dimension.
 - 3. Reinforced concrete larger than 1 cubic yard in volume.
 - 4. Boulders 1 cubic yard or more in volume, sound rock material in ledges, bedded deposits and unstratified masses, which cannot be removed by normal excavation techniques.
- E. When, during excavation, material is encountered that Contractor may classify as rock excavation, such material shall be uncovered and A/E notified by Contractor. Contractor shall not proceed with excavation of this material until A/E has classified material as earth excavation or rock excavation. Failure on part of Contractor to uncover such material and notify A/E will cause forfeiture of Contractor's right of claim for payment of rock excavation.
- F. Excavated rock shall be removed from the site or deposited in such areas or locations selected by the Contractor with the approval of the A/E and the Owner.
- G. Soft or disintegrated rock or hardpan which can be removed with a hand pick or power operated excavating machines, or loose or previously blasted rock will not be considered as rock excavation.
- H. Before rock excavation commences, the Contractor shall uncover all ledge to be removed. Elevations shall be taken by a registered land surveyor, not employed by the Contractor. Surveyor will be paid by Contractor. After completing rock removal, elevations shall be taken again by the surveyor. Amounts of ledge removed shall be within the limits indicated on the drawings and will be agreed to by the Contractor and Owner.
- I. Contractor shall develop cross sections to show and determine rock quantities for payment purposes. Cross sections shall be reviewed by the A/E.
- J. The Contractor shall obtain written permission and approval of method from local or other authorities having jurisdiction before proceeding with the work. Explosives shall not be stored, handled and employed at this project. In general, no blasting will be allowed. Any damage caused by the work of the Contractor shall be repaired to the full satisfaction of the A/E.

- K. Wherever rock is shattered below grade and is unfit for foundations the shattered rock shall be removed and replaced as specified. No extra payment will be made for overbreak or backfill as required.
- L. No blasting shall be permitted. The Contractor shall familiarize all personnel on the project, the A/E and the general public with the implemented system.
- M. No explosives, caps, detonators and fuses shall be stored on the site.
- N. The Contractor shall be responsible for determining any safety requirement on this particular site so as not to endanger life, property, utility services, any existing or new construction, or any property adjacent to the site.

3.5 TRENCH EXCAVATION

- A. Trenches shall be excavated in such a manner and to such widths as indicated on the contract drawings to allow pipes to be laid and joints to be formed and to allow for sheeting and shoring, dewatering and for removing and replacing unsuitable materials. Trenches shall be excavated to lines and grades shown on the drawings and shall include the removal of materials such as clay, pavements, sand gravel, soft or disintegrated rock, which will be removed without blasting or drilling, and boulders less than 1 cubic yard volume.
- B. Wherever rock is encountered in trench excavation, rock shall be removed by a method acceptable to the A/E to the lines and grades indicated on the plans, or to a minimum depth of 12 inches beneath the pipe barrel.
- C. Final decision as to suitability of excavated material for use as backfill or fill shall be made by the A/E. If, in the judgment of the A/E, the excavated material is unsuitable, the Contractor shall import bank run gravel to make up the deficiency.

3.6 TRENCH BACKFILL

- A. Trenches and structure excavations shall not be backfilled until all required inspections have been satisfactorily performed and until the work as installed conforms to other requirements specified in the several sections covering the installation of the work. Trenches and other excavations shall be backfilled as soon as practicable with the specified material.
- B. All pipes under this contract are to be laid in "first class bedding" as indicated on the contract drawings. Prior to backfilling the trench, the space on both sides of the pipe to a depth equal to half the diameter of the pipe shall be backfilled with "first class bedding" material. This layer shall be carefully tamped using tools acceptable to the A/E to obtain maximum compaction around and under the pipe at the same time being extremely careful not to cause movement of the pipe in either a lateral or vertical direction.
- C. Gravel borrow backfill shall be deposited in the trench uniformly on both sides of the pipe for the entire width of the trench and to a depth not less than 12 inches over the top of the pipe. This layer shall be thoroughly compacted to the satisfaction of the A/E.
- D. The balance of the backfill, to subgrade or finish grade as indicated, shall be made using trench excavated materials unless the Contractor is otherwise directed by the A/E to use bank run gravel (common borrow) as hereinbefore specified. The balance of backfill shall

be random backfill spread in layers not exceeding 6 inches, each layer shall be dampened, thoroughly compacted by tampering or other acceptable method and shall contain no rock, stones or boulders larger than 6-inches in their greatest dimensions. The material shall be free from frozen material, clods of earth, brush or any other perishable or objectionable matter which would prevent proper consolidation or might cause subsequent settlement.

- E. Compaction by waterjetting, puddling or ramming is prohibited. Where it is necessary to obtain maximum compaction, power tampers shall be used. The method of compacting shall be reviewed by the A/E.
- F. During filling and backfilling operations pipelines will be reviewed by the A/E to determine whether any displacement of the pipe has occurred. If the inspection of the pipelines shows poor alignment, displaced pipe or any another defects, the defects designated by the Owner shall be remedied in a satisfactory manner by the Contractor at no additional expense to the Owner.
- G. The backfill material shall be compacted to at least 95% of the maximum laboratory dry density as determined in accordance with ASTM D 1557, Method D.

3.7 STRUCTURE EXCAVATION

- A. All structure excavations shall conform to Section 02300 - "EARTHWORK".

3.8 EXCAVATION SUPPORT SYSTEM

- A. The Contractor shall furnish, put in place, maintain and remove, as required and/or necessary for safe and proper construction, all excavation support systems which may be required to support the sides of excavation preventing damage to adjacent property and structures.
- B. The Contractor shall submit, for review by A/E, design and erection drawings, details, material specifications, and design computations for excavation support systems as required; bearing the seal of a Professional Engineer who is experienced in this type of work and is registered in Massachusetts.
- C. The excavation support system shall be designed to be compatible with dewatering and pumping systems.
- D. Work shall not proceed until such time as the Contractor's submission has been reviewed and questions relative to his proposed method resolved to the satisfaction of the A/E.
- E. Support system shall be installed to prevent any movement of earth which could in any way diminish the width of excavation, or cause caving or undermining of structures or pavement beyond that necessary for proper construction or otherwise injure the work or workmen, and to prevent delay of the work.
- F. Support system shall be installed in such a manner to avoid loss of material from behind the sheeting. Care shall be taken not to trim beyond the face of which the sheeting will be driven. Care shall be taken to prevent voids behind the sheeting. If such voids do occur they shall immediately be filled with bank run gravel and compacted.
- G. The Contractor shall leave in place, to be imbedded in the backfill, all sheeting and bracing which the A/E directs in writing to be left in place. The A/E shall direct at what elevation the sheeting to be left in place shall be cut off.

- H. All sheeting and bracing which is to be removed shall be removed in such a manner as not to endanger the construction or other structures. All voids left by the removal of sheeting shall immediately be filled with bank run gravel and compacted with suitable tools to the satisfaction of the A/E.
- I. All sheeting and bracing, together with the use of prefabricated steel trenching boxes, shall be provided by the Contractor at no additional expense to the Owner.
- J. The Contractor shall be responsible for the adequacy of his excavation support system and shall be solely responsible for any damage or injury to new or completed work as a result of failure of or lack of use of shoring, sheeting and bracing.

3.9 PUMPING AND DEWATERING

- A. The Contractor shall furnish all pumps, equipment, power and attendance to maintain and operate such pumping and dewatering systems consisting of any means and devices, including spare units in case of breakdown, which accomplish the removal and prompt disposal of all water entering the foundation excavation, pits and trenches. The pumping manner, method or both shall be sufficient disturbed and that ground water is controlled at levels which will permit all work to be performed in dry conditions.
- B. The Contractor shall submit plans, details, and specifications for his dewatering systems to the A/E for review and comment prior to installation.
- C. Operation of the system may be shut down, but the system shall be left in place, and only on the written order of the A/E and after the foundation work is complete to such an extent that it will not be damaged when flooded.
- D. Where in the judgment of the A/E, for reasons of safety, or for the benefit and progress of the work, the system should be put back in operation, such emergency work shall begin within four (4) hours of the A/E's verbal notice.
- E. Water shall be removed from the site during pumping and dewatering operations by whatever expeditious means available to the Contractor in cooperation with the Owner's representative and their requirements.
- F. Water shall not be disposed of in any manner which may cause damage to surrounding lands or structures and in no case shall be disposed of in an existing sanitary sewer.
- G. Water level shall be maintained at a depth of 2 feet or greater below excavated surface elevation during construction.

3.10 BACKFILL AND COMPACTED FILL

- A. Fill, backfill and compact fills as necessary to complete the work with hand and/or suitable power equipment.
- B. No fill material shall be placed on frozen soil, nor shall snow, ice or frozen earth be brought in as fill. Fill material shall not be placed on material which has been affected by frost moisture.
- C. Surface of backfill or fill in reach being constructed shall be maintained approximately level.

- D. Acceptable on-site material and/or off-site borrow, shall be placed in successive, even, horizontal layers to a depth no greater than 6" loose measure. Stones larger than 3" shall be removed prior to compaction of each lift.
- E. After each layer of backfill or fill has been spread, cleared of large stones and inspected, lift shall be compacted by not less than 4 complete coverages with specified roller, to 95 percent maximum dry density specified, as determined by laboratory tests in accordance with ASTM D 698-66, and field tests in accordance with ASTM D 1556-64.
- F. Backfill or fill around pipes within building using hand tools to a point of 12" above pipe. Compact remainder of such backfill or fills using small tools such as power-driven tampers and vibrators, to suit fill materials.
- G. Keep power-driven, rider-operated spreading, compacting and other heavy equipment away from walls, and a minimum distance equal to height of fill above footings.
- H. Where backfill or fill is placed around, or on, two sides of any structure, carry it up evenly. Avoid displacement or other damage to such structure.
- I. Work shall be done in a manner that damage to construction, particularly dampproofing or waterproofing and other protective covering is avoided. Should damage occur, stop work in that area, repair damage, and request review of repairs before resuming work in this area.

3.11 COMPACTION EQUIPMENT

- A. Rubber-tired roller-compactor, having 4 wheels equipped with pneumatic tires of such size and ply as can be maintained at pressures between 80 and 100 psi with 25,000 lb. wheel load during rolling operation. Roller-wheels shall be located abreast, and so designed that each wheel will carry approximately equal load in traversing over even ground. Spacing of wheels shall be such that distance between nearest edges of adjacent tires will not be greater than one-half width of one tire at operating pressure for 25,000 lb. wheel load. Roller shall have body suitable for ballast loading such that load per wheel may be varied, if so directed, between 10,000 lb. and 25,000 lb. Roller shall be towed at speeds not exceeding 10 miles per hour.
- B. Acceptable drum type vibratory compactor operating at not less than 2000 vibrations per minute.
- C. 10 wheel dump truck fully loaded with a minimum of 12 cubic yards of sand, gravel, or granulated fill weighing not less than 2600 pounds per cubic yard. Each pass of the truck shall overlap its previous pass so that the wheels compact a path adjacent to that taken by their previous path.
- D. In any event, regardless of equipment used, compaction of soil shall meet the relative densities stated in this section.

END OF SECTION 02206

SECTION 02200

SITE PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENT

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section. In addition, the City of Fall River Standard Specifications shall apply to this work.

1.2 DESCRIPTION OF WORK

- A. This work shall consist of clearing and grubbing, clean-up, cutting and removing trees and stumps, stripping and stockpiling topsoil, removing and disposing of all vegetation and any other obstructions and undesirable materials within the project site which are not designated or permitted to remain.

1.3 PROTECTION

- A. Prior to commencing the work, all areas shown on the plans as existing tree save areas and new tree line shall be identified, clearly marked and protected until accepted. Storage of building construction items, vehicle parking or access shall be allowed only in areas designated by A/E, and approved by the Owner. Any damaged plant materials resulting from neglect by the General Contractor or his Subcontractors shall result in a monetary and/or plant material exchange.
- B. All other non-treed areas indicated to remain in its natural state shall also be protected by the Contractor. Any resulting damage due to the Contractor's neglect shall be restored to the satisfaction of the A/E. If restoration is not satisfactory, then sufficient monies to cover damage shall be withheld from the Contractor. Felled trees shall be compensated at \$100.00 per caliper inch, shrubs shall be at \$50.00 per shrub.
- C. Contractor shall protect treed and environmentally sensitive areas by installing snow fence or any such barriers necessary to protect these areas. Trees to be saved within work area shall be protected by snow fence installed at the drip line.

1.4 RESTRICTIONS

- A. Prior to clearing operations, Contractor shall clearly and plainly mark on the ground, by use of colored tape, limits of clearing and grubbing, as indicated on plans. No clearing or cutting shall be done prior to such field determination. Contractor shall relate the tree lines from the horizontal control geometry and other control points as plan referenced.

- B. When limits of clearing have been physically and clearly marked together with building and roadway centerline stakes, Contractor shall then notify the A/E for an on-site review of the clearing limits. Failure of the Contractor to notify the A/E prior to commencing this work shall result in forfeiture of payment for this work.
- C. It is the declared and acknowledged intention that, other than those areas required for existing and new building and physical structures, roads, walks, parking areas and site grading, the remainder of site shall remain in its natural state.

1.5 SAFETY

- A. All operations required under this section shall be conducted in a safe manner employing whatever means are necessary to provide safety to all persons on the project site.

PART 2 - PRODUCTS

2.1 STRAW WATTLE

- A. Straw Wattles: Straw Wattles shall be manufactured by New England Straw Wattle Co or equal.

2.2 SILT FENCE

- A. Silt fence shall be Enviro Fence manufactured by Mirafi, Propex Silt Stop manufactured by Amoco Fabrics Company, or equal.

2.3. TEMPORARY SLOPE SEED MIX FOR STABILIZATION OVER WINTER

- A. This material shall conform to Rhode Island Department of Transportation, Standard Specifications.

PART 3 - EXECUTION

3.1 CLEARING

- A. Clearing shall consist of felling and cutting up or trimming of trees, and satisfactory disposal of trees together with downed timber, snags, brush, shrubs, fences, logs, rubbish, rock walls or other debris occurring within areas indicated on the plans as new construction.
- B. Trunks of trees may not be cut off more than 6" above original ground surface, in areas to be cleared where grubbing is not required.
- C. Trunks of trees at the top of slopes, where rounding of slopes occur to meet existing ground and tree line, shall be cut off flush with or below the final slope line.

3.2 GRUBBING

- A. Grubbing shall consist of removal and satisfactory disposal of stumps and buried roots larger than 1-1/2" diameter, to a depth of 18" below surface of original ground, except stumps within proposed building and structural foundation areas shall be entirely removed.
- B. Areas to be grubbed shall be as follows:
 - 1. New road and paved areas where depth of fill is less than 3', measured from subgrade to original ground surface.
 - 2. In cut areas for the entire width of cut.
 - 3. In non-paved areas required to be filled, if depth of fill is less than 2'.
 - 4. Except for building and structural foundation areas, no grubbing shall be required in areas where the height between the subgrade and original ground surface exceeds 3'. The remaining stumps may be left provided they do not extend more than 6" above the ground surface.

3.3 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. The Contractor shall dispose of the trees, brush, shrubs and other perishable material by any of the following methods:
 - 1. The Contractor may sell or salvage all merchantable timber from clearing and grubbing operations.
 - 2. The Contractor may chip trees on the site, for use as directed by A/E; all surplus chips shall become the property of the Contractor.
- B. No burning of trees, brush, shrubs or perishable material will be allowed on project site. The Contractor will not be allowed to haul trees, brush, shrubs or perishable material from the project for the purpose of burning.
- C. Stumps, roots and perishable materials shall be removed from the project site prior to Earthwork operations.

3.4 STRIPPING

- A. The Contractor shall remove to the extent ordered and satisfactorily, transport and store all suitable topsoil for use as loam.
- B. Stored area shall be on-site. If there are no suitable storage areas located on-site and approved by the A/E, then Contractor shall make provisions to store topsoil elsewhere for use of the project.

- C. All stripped topsoil shall remain the property of the Owner (unless otherwise stipulated in writing) and no material shall be hauled off-site until A/E is notified. Failure of the Contractor to notify the A/E prior to hauling any topsoil off-site shall result in forfeiture of payment for this work.
- D. Stripped topsoil shall be obtained from open fields, grassed areas, or other areas as deemed appropriate by the A/E, containing organic material suitable for loaming operations. The depth of stripping shall vary based on subsurface information provided elsewhere in these specifications and actual site conditions. In any event, soils shall be removed to the minimum depth of topsoil. Mixing of subsoils shall be accepted. The depth of soil removal shall be verified in the field. All stripped topsoil shall be screened and tested for suitability for use under lawns and adjusted as required.
- E. Any stripped topsoil not required for this project shall remain the property of the Owner unless Contractor is directed to remove surplus topsoil from site, which he shall do at no additional expense to the Owner. If surplus topsoil and subgrade is to remain on site, the material shall be placed and seeded in accordance with the specifications and as directed by A/E at no additional expense to the Owner.

3.5 UNSUITABLE MATERIAL

- A. Excavated unsuitable material shall be separated and classified as unsuitable material, unsuitable non-hazardous material (sludge) and unsuitable hazardous material.

3.6 TEMPORARY CONSTRUCTION FENCE

- A. Contractor shall furnish, place and maintain a temporary construction fence of the size, type and locations indicated on the plans or as directed by the A/E.

END OF SECTION 02200

SECTION 02230

SELECTIVE CLEARING AND THINNING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. This work shall include the removal of designated trees, brush, shrubs and vines within the area shown on the plans or as directed by the A/E.

1.3 PROTECTION

- A. Areas shown on plans as selective clearing and thinning shall be protected until accepted. No storage of construction equipment or vehicles shall be allowed in the area. Any damaged tree areas resulting from neglect by General Contractor or his Subcontractors shall result in a monetary and/or plant material exchange for damaged plant material.

1.4 RESTRICTIONS

- A. Prior to selective clearing and thinning operations, Contractor shall clearly and plainly mark on the ground, by use of colored tape, limits of selective clearing and thinning as indicated on plans. No work shall be performed prior to field determination and approval from A/E. Contractor shall relate the selective clearing and thinning area from the roadway centerline horizontal control geometry and other control points shown on the contract plans. Failure of Contractor to notify A/E for approval prior to selective clearing and thinning operations shall result in forfeiture of payment for this work. Over clearing shall be assessed against the Contractor at \$100.00 per caliper inch for trees removed.

1.5 SAFETY

- A. Clearing operations shall be conducted in a manner to prevent damage by falling trees and to provide for safety of workers and other persons.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Herbicides used to kill weed and undesirable vegetation shall be a selective type. Contractor shall receive approval of A/E prior to applying any herbicide. Failure of Contractor to notify A/E shall result in forfeiture of payment for this work.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Contractor shall remove from project site all dead, dying, diseased or unsightly plant material. Work shall be performed in a manner directed at enhancing the area. Remaining trees and undergrowth shall be left as undisturbed as possible unless directed otherwise by the A/E.
- B. Work shall be conducted in a systematic manner by experienced workmen under the direction of a licensed Arborist. First, the obvious dead, dying and diseased trees and undergrowth shall be cut and cleared out of the area. This work includes removal of any previously fallen trees, branches, up-rooted stumps and other debris as directed. Next, the area is to be thinned out as directed, by removing the less desirable trees and brush which interfere with the growth of the better plant material. Finally, clear out lesser growth which may obscure outstanding trees, tree groups or scenic views.
- C. Trees, shrubs and stumps designated for removal shall be completely removed and disposed of off site..
- D. Trunks and branches over eight inches (8") in caliber shall be stacked as cordwood in four foot (4') lengths or disposed of legally off the project site.
- E. Stumps of all trees and shrubs removed shall be treated with an approved chemical brush killer in a manner and concentration recommended by the manufacturer and approved by the A/E. Any poison ivy, bull briar, or other noxious weeds remaining in areas covered by this item shall receive a foliar spray of 2,4-D and 2,4,5-T applied by an approved technician according to local state regulations for chemical control to the satisfaction of the A/E.
- F. All chemical brush killer and foliar spray shall be applied in such a manner as not to damage any live plant materials.
- G. All tree trimming shall be performed by experienced workmen under the immediate supervision of a licensed Arborist.
- H. Climbing irons or their equipment injurious to trees will not be permitted.
- I. All downed and cut plant material together with miscellaneous debris from this work shall be removed by the Contractor from the project site in an acceptable time limit. Materials from this

work will not be permitted to remain on site resulting in delaying or impeding other work on project site.

- J. No material or debris will be allowed to be dumped within the limits of the site or abutting property.
- K. Under no circumstances will burning of materials from this work be allowed.

END OF SECTION

SECTION 02270
EROSION AND SEDIMENTATION CONTROL

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General Conditions and Supplementary Conditions and Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. Furnish and install temporary control measures as needed during the progress of the work or as ordered by the A/E during the life of the contract to control water pollution through use of mulches, grasses, straw wattles, hay bale check dams, netting, fiber mats, silt fences, brush and baled hay checks and other erosion control devices and methods.
- B. The Contractor shall attend a pre-construction meeting to discuss in detail his intended construction sequence and accompanying soil erosion and sediment control program.
- C. The Contractor is responsible for compliance with the rules and regulations governing the enforcement of the Massachusetts Department of Environmental Management (Mass DEP).

1.3 SUBMITTALS

- A. Submittals listing proposed materials including manufacturer's product data and test reports verifying conformance with design guidelines shall also be provided.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. **Mulches:** Mulches may be hay, straw, fiber mats, netting, wood cellulose, corn or tobacco stalks, bark, corn cobs, wood chips, stump grindings or other suitable material and shall be reasonably clean and free of noxious weeds and deleterious materials.
- B. **Baled Hay Erosion Check:** The baled hay shall be approximately 36"x 18"x 24".
- C. **Straw Wattles:** Straw Wattles shall be manufactured by New England Straw Wattle Co or equal.

- D. Grass: Grass shall be a quick growing species suitable to the area providing a temporary cover which will not later compete with the grasses sown later for permanent cover.
- E. Fertilizer and Soil Conditioners: Standard commercial grade as reviewed by the A/E.
- F. Stone: 12" to 18" diameter in size.
- G. Excelsior Blanket: The excelsior blanket shall consist of a machine produced mat of curled wood excelsior of 80% six inch or longer fiber length, with consistent thickness and the fiber evenly distributed over the entire area of the blanket. The top side of each blanket shall be covered with a photodegradable extruded plastic mesh. The blanket shall be made smolder resistant without the use of chemical additives. Excelsior blanket shall be furnished in rolls of 48 inches by 180 feet, with a weight of 78 lbs. plus or minus 10%, covering an area of 80 sq. yds. per roll. Staples shall be made of wire, 0.091 inches in diameter or greater, "U" shaped with legs 6 inches in length and a 1 inch crown. Longer staples may be required for loose soils.
- H. Hay and Straw: Hay and straw for mulch shall be mowings of acceptable herbaceous growth reasonably free from noxious weeds or woody stems and shall be reasonably dry. No salt hay shall be used. This mulch shall be used to stabilize slopes and assist in maintaining soil temperature during seed germination. Straw or hay mulch must be anchored immediately after spreading to prevent blowing. The following methods of anchoring straw or hay may be used:
 - 1. Mulch Anchoring Tool: A tractor-drawn implement designed to punch mulch into the soil surface, limited to use on slopes no steeper than 3' horizontally to 1' vertically. Machinery shall be operated on the contour.
 - 2. Mulch Netting: Install in accordance with manufacturer's recommendations.
 - 3. Liquid Mulch Binders: Application of liquid mulch binders and tackifiers should be heaviest at edges of areas and at crests of ridges and banks to prevent windblowing. The plied uniformly. Binders may be applied after mulch is spread or may be sprayed into the mulch as it is being blown onto the soil. Applying straw and binder together is the most effective method.
 - 4. Chemical binders such as petroset, terratack, hydro mulch and aerospray may be used as recommended by the manufacturer to anchor mulch.
- I. Hay Bales: Hay bales shall be mowings of acceptable herbaceous growth reasonably free from noxious weeds or woody stems and shall be reasonably dry. Hay bales shall be approximately 36" long x 18" wide x 24" high. Bales shall be anchored with 2" x 2" x 3' long wooden stakes.

PART 3 – EXECUTION

3.1 PREPARATION

- A. The A/E has the authority to limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow and fill operations and to direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other water courses, lakes, ponds or other areas of water impoundment. Such work may involve the use of temporary mulches, mats, seeding, check dams or other control devices or methods as necessary to control erosion. Cut slopes shall be seeded and mulched as the excavation proceeds, to the extent considered desirable and practicable.
- B. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time. Temporary pollution control measures will be used to correct conditions that develop during construction, that were not foreseen during the design stage, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project, at no additional cost to the Owner.
- C. Where erosion has been identified during the pre-construction meeting, or has been identified during construction as being a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures may be required between successive construction stages. Under no conditions shall the surface area of erodible earth material exposed at one time, by stripping of topsoil, exceed five (5) acres without review by the A/E.
- D. Contractor shall have on-site all necessary hay bales, silt fence, rip-rap, and storm drainage piping etc., prior to undertaking any work that may cause erosion.
- E. The A/E will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent pollution control measures current. Should seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible, justified and indicated on plans at no additional costs to Owner.
- F. If overland waterflow becomes a problem in the construction progress then the Contractor shall take it upon himself to construct any and all ditches, temporary roads, fills and pipe culverts as necessary to alleviate a water problem which may affect progress of work. This work shall be performed at no additional expense to the Owner.

- G. Under no circumstances shall the amount of surface area of erodible earth material exposed at one time by excavation, borrow or fill within the site exceed five (5) acres without prior review by the A/E.
- H. The A/E may increase or decrease the amount of surface area of erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions.
- I. In the event of conflict between these requirements and pollution control laws, rules and regulations of the federal, state or local agencies, the more restrictive laws, rules, or regulations shall apply.
- J. Excelsior Blanket:
 - 1. Contractor shall furnish, place, secure and maintain excelsior blanket over seeded areas indicated on the plans or directed by the A/E. The area to be covered shall be properly prepared, fertilized and seeded before the blanket is applied. When the blanket is unrolled, the netting shall be on top and the fibers shall be in contact with the soil over the entire area. In ditches, the blankets shall be applied in the direction of the flow of water, butted snugly at ends and sides, and then stapled. On slopes, the blankets shall be applied either horizontally or vertically to the slope. Ends and sides shall be butted snugly and stapled.
 - 2. The blanket shall be held in place by means of staples driven vertically into the soil. Staples shall be spaced approximately two lineal yards apart, on each side, and one row in the center alternately spaced between each side (60 staples for each blanket). Use a common row of staples on adjoining blankets. In areas of high water velocity, as determined by the A/E, staples shall be installed on two foot centers.
 - 3. The Contractor shall maintain the excelsior blanketed areas until all work on the entire contract has been completed and accepted. Maintenance shall consist of the repair of areas damaged by erosion, wind, fire or other causes. Such areas shall be repaired to re-establish the condition and grade of the soil prior to application of replacement matting and shall be refertilized and reseeded as specified.
- K. Silt Fence and Hay Bales:
 - 1. Unless directed otherwise, or as specified on plans, silt fences and hay bales shall be placed at the following locations:
 - a. At culvert and/or headwall ends of drainage pipe inlets and outfalls.
 - b. Along top and within 4' of the toe of slopes and as shown on the plans.

- c. A siltation fence shall be installed along all downslope site boundaries to provide a perimeter defense against overland flow. The fence will be installed prior to commencing with any other earthwork.
- d. Silt fences shall be placed along the contour.
- e. Siltation fences shall be placed within 100 feet of wetland areas or as indicated on the plans.

2. Installation shall be per manufacturer's instructions and as shown on plans.

3.2 INSTALLATION LOCATION OF BALED HAY AND STRAW WATTLE

- A. During the construction phase, baled hay will be placed and maintained around all catch basins, unless indicated otherwise. Straw Wattles will be installed prior to clearing and grubbing. Silt and debris will be removed from catch basins and base of silt fences at end of construction.

3.3 CONSTRUCTION ENTRANCES

- A. Stabilized construction entrances shall be installed at all points of access to reduce or eliminate tracking or flowing of sediment onto the town road in accordance with the following criteria:
 - 1. Provide 1 to 2-1/2 inch crushed stone, min. 8" thick.
 - 2. Construction entrance shall be as wide or wider than all points of ingress and egress.

3.4 TEMPORARY SEEDING

- A. Hydroseeding shall be applied to stabilize the soils and reduce sediment losses. Mulch anchoring shall be applied as needed or as directed by the A/E.

- 1. Temporary cover by hydroseeding application shall conform to the following:

Quantity per 1000 sq. ft	Material Coverage
27-1/2 lbs.	Wood fiber mulch
4 lbs.	Seed
1/2 lb.	Annual Ryegrass
22 lbs.	10-6-4 Fertilizer
69 gal.	Water

- 2. Wood fiber mulch and seed etc., shall conform to the Mass DOT Standard Specifications.

3. Permanent cover by hydroseeding application shall conform as specified by the Landscape Architect.
4. All exposed soil areas to be planted shall be hydroseeded (with temporary or permanent cover) within 48 hours after achieving final grade.
5. Seeding made on critical areas exceeding 2 on 1 slopes shall be anchored if necessary, with mulch netting such as jute, paper, plastic and cotton nettings.
6. Areas to remain exposed at times other than optimum seeding dates shall be stabilized with any of the following:
 - a. Straw, 1 to 2 tons/acre or 70 to 90 lbs./1000 sq. ft. (no Canada thistle, Johnsongrass and quackgrass allowed).
 - b. Wood-fiber or paper-fiber, 1500 lbs./acre or 35 lbs./1000 sq. ft. (use limited to less than 3 percent and less than 150 foot length of slope, and during spring and fall.
 - c. Mulch netting such as jute, paper, plastic and cotton nettings may be used where erosion is less severe.
 - d. Wood chips 6 tons/acre or 275 lbs./1000 sq. ft.

3.5 SPECIAL INSTRUCTIONS

- A. Straw wattle shall be inspected during storm events, after each rainfall of one-inch magnitude or greater, prior to weekends, and prior to any forecasted storm events. Weekly inspection reports by the Contractor shall be submitted to the A/E by the Contractor.
- B. Damage to silt fence shall be repaired immediately upon discovery and not more than 4 hours from time of observed damage.
- C. In the event that temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled, and are ordered by the A/E, such work shall be performed by the Contractor at his own expense.
- D. It is also the Contractor's responsibility to maintain the placement of hay bales and silt fences, remove silt from ditches and culverts and to repair any erosion of ditches and slopes.
- E. In case of repeated failures on the part of the Contractor to control erosion, pollution, and/or siltation, the A/E reserves the right to employ outside assistance or to use his own forces to provide the necessary corrective measures. Such incurred direct cost

plus project engineering costs will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress payment.

- F. Any erosion, siltation or general damage resulting from neglect by the Contractor to undertake temporary and permanent erosion control measures as required or directed shall result in the responsibility of the Contractor to correct the areas as determined by A/E.
- G. Contractor shall also be required to install and maintain temporary erosion control measures within a time frame agreeable to the A/E.
- H. Temporary pollution control may include construction work outside the project limits where such work is necessary as a result of utility installations and equipment storage sites.
- I. The erosion control features installed by the Contractor shall be acceptably maintained by the Contractor.

END OF SECTION 02270

SECTION 02274
RIPRAP

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Specification Sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

- A. This work shall consist of the furnishing and placing of riprap consisting of sound, durable, angular shaped stones placed on a prepared bedding and in conformity with these specifications and the lines, grades, thickness and typical details shown on the drawings.
- B. The location of the riprap shall be as shown on the drawings.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The riprap shall be in accordance with the Rhode Island Department of Transportation (RIDOT) Standard Specifications, stone for pipe ends.
- B. Bedding for riprap shall conform to quality requirements of the National Stone Association Modified NSA No. FS-2.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. The riprap shall be installed in accordance with the Standard Specifications.

END OF SECTION 02274

SECTION 02300 EARTHWORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Subbase course for concrete walks and pavements.
 - 4. Base course for asphalt paving.
 - 5. Excavating and backfilling trenches within building lines.
 - 6. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

1.3 UNIT PRICES

- A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following:
 - 1. 24 inches (600 mm) outside of concrete forms other than at footings.
 - 2. 12 inches (300 mm) outside of concrete forms at footings.
 - 3. 6 inches (150 mm) outside of minimum required dimensions of concrete cast against grade.
 - 4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - 5. 12 inches (150 mm) beneath bottom of concrete slabs on grade.
 - 6. 6 inches (150 mm) beneath pipe in trenches, and the greater of 24 inches (600 mm) wider than pipe or 42 inches (1065 mm) wide.
- B. Unit prices for rock excavation include replacement with approved materials.

1.4 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer/Architect/Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer/Architect/Engineer. Unauthorized excavation, as well as remedial work directed by Engineer/Architect, shall be without additional compensation.
- G. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. (0.76 cu. m) for bulk excavation or $\frac{3}{4}$ cu. yd. (0.57 cu. m) for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in sized and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- J. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- K. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 SUBMITTALS

- A. None required.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 - 1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 - 2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.6 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer/Architect and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer/Architect not less than two days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Engineer/Architect's written permission.
3. Contact utility-locator service for area where Project is located before excavating.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, AND PT, or a combination of these group symbols.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- E. Backfill and Fill: Satisfactory soil materials.
- F. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38 mm) sieve and not more than 12 percent passing a No. 200 (0.075-mm) sieve.
- G. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with a least 95 percent passing a 1-1/2-inch (38-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- H. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch (38-mm) sieve and not more than 12 percent passing a No.200 (0.075-mm) sieve.
- I. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch (25-mm) sieve and not more than 8 percent passing a No. 200 (0.075-mm) sieve.
- J. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent

passing a 1-1/2-inch (38 mm) sieve and 0 to 5 percent passing a No. 8 (2.36-mm) sieve.

- K. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch (25-mm) sieve and 0 to 5 percent passing a No. 4 (4.75-mm) sieve.
- L. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150 mm) wide and 4 mils (0.1 mm) thick, continuously inscribed with a description of the utility; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 2. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 3. Rock excavation includes removal and disposal of rock.
 - a. Do not excavate rock until it has been classified and cross-sectioned by Engineer/Architect.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch (25 mm). Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch (25 mm). Do not disturb bottom of excavations intended for bearing surface.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300 mm) higher than top of pipe or conduit, unless otherwise indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support or bells, joints and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches (150 mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches (150 mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
 - 3. Excavate trenches 6 inches (150 mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.8 APPROVAL OF SUBGRADE

- A. Notify Engineer/Architect when excavations have reached required subgrade.
- B. If Engineer/Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer/Architect.

3.9 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer/Architect.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Engineer/Engineer/Architect.

3.10 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.11 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Inspecting and testing underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.12 UTILITY TRENCH BACKFILL

- A. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Backfill trenches excavated under footings and within 18 inches (450 mm) of bottom of footings; fill with concrete to elevation of bottom of footings.
- C. Provide 4-inch- (100-mm-) thick, concrete-base slab support for piping or conduit less than 30 inches (750 mm) below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches (100 mm) of concrete before backfilling or placing roadway subbase.
- D. Place and compact initial backfill of subbase material, free of particles larger than 1 inch (25 mm), to a height of 12 inches (300 mm) over the utility pipe or conduit.
 - 1. Carefully compact material under pipe haunches and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- E. Coordinate backfilling with utilities testing.
- F. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.

- G. Place and compact final backfill of satisfactory soil material to final subgrade.
- H. Install warning tape directly above utilities, 12 inches (300 mm) below finished grade, except 6 inches (150 mm) below subgrade under pavements and slabs.

3.13 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under building slabs, use engineered fill.
 - 5. Under footings and foundations, use engineered fill.

3.14 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.15 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 95 percent.

2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

3.16 GRADING

- A. General: Uniformly grade areas to smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or Unpaved Areas: Plus or minus 1 inch (25 mm).
 2. Walks: Plus or minus 1 inch (25 mm).
 3. Pavements: Plus or minus ½ inch (13 mm).
- C. Grading inside Building Lines: Finish subgrade to a tolerance of ½ inch (13 mm) when tested with a 10-foot (3-m) straightedge.

3.17 SUBBASE AND BASE COURSES

- A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
- B. Under pavements and walks, place subbase course on prepared subgrade and as follows:
 1. Place base course material over subbase
 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 3. Shape subbase and base to required crown elevations and cross-slope grades.
 4. When thickness of compacted subbase or base course is 6 inches (150 mm) or less, place materials in a single layer.
 5. When thickness of compacted subbase or base course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

3.18 DRAINAGE COURSE

- A. Under slabs-on-grade, install drainage fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends. Place drainage course on drainage fabric and as follows:
- B. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:
 - 1. Compact drainage course to required cross sections and thickness to not less 95 percent of maximum dry unit weight according to ASTM D 698.
 - 2. When compacted thickness of drainage course is 6 inches (150 mm) or less, place materials in a single layer.
 - 3. When compacted thickness of drainage course exceeds 6 inches (150 mm), place materials in equal layers, with no layer more than 6 inches (150 mm) thick or less than 3 inches (75 mm) thick when compacted.

3.19 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
- C. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Engineer/Architect.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - 1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
 - 2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for each 100 feet (30 m) or less of wall length, but no fewer than two tests.
 - 3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46 m) or less of trench length, but no fewer than two tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.20 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer/Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.
- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer/Engineer/Architect.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Concrete reinforcement.
- C. Miscellaneous concrete elements, including equipment pads.
- D. Concrete curing.

1.02 RELATED REQUIREMENTS

1.03 SUBMITTALS

- A. Submit concrete mix design for review.
- B. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.04 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI 301 and ACI 318.
- B. Follow recommendations of ACI 305R when concreting during hot weather.

PART 2 PRODUCTS

2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI 347 to provide formwork that will produce concrete complying with tolerances of ACI 117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.
 - 2. Earth Cuts: May be used as forms for vertical surfaces. Provide a stable vertical edge. Provide and install forms at the top 6 inches of concrete where earth cuts are used.
 - 3. Form Coating: Release agent that will not adversely affect concrete or interfere with application of coatings.
 - 4. Form Ties: Cone snap type that will leave no metal within 1-1/2 inches of concrete surface.

2.02 REINFORCEMENT

- A. Reinforcing Steel: ASTM A615/A615M Grade 40 (280).
 - 1. Type: Deformed billet-steel bars.
 - 2. Finish: Unfinished, unless otherwise indicated.
- B. Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain type.
 - 1. Form: Flat Sheets.
 - 2. Mesh Size: 6 x 6.
 - 3. Wire Gage: W 10 x W 10.
- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gage.
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 - 3. Provide galvanized, plastic, or plastic coated steel components for placement within 1-1/2 inches of weathering surfaces.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150, Type I - Normal Portland type.
 - 1. Acquire all cement for entire project from same source.

- B. Fine and Coarse Aggregates: ASTM C 33.
 - 1. Acquire all aggregates for entire project from same source.
- C. Water: Clean and not detrimental to concrete.

2.04 ADMIXTURES

- A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.
- B. Air Entrainment Admixture: ASTM C260/C260M.

2.05 ACCESSORY MATERIALS

- A. Non-Shrink Cementitious Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
 - 1. ASTM C1107/C1107M; Grade A, B, or C.
 - 2. Minimum Compressive Strength at 48 Hours, ASTM C109/C109M: 2,400 pounds per square inch.

2.06 BONDING AND JOINTING PRODUCTS

- A. Latex Bonding Agent: Non-redispersable acrylic latex, complying with ASTM C1059 Type II.

2.07 CONCRETE MIX DESIGN

- A. Proportioning Normal Weight Concrete: Comply with ACI 211.1 recommendations.
- B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI 301.
 - 1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.
- C. Admixtures: Add acceptable admixtures as recommended in ACI 211.1 and at rates recommended or required by manufacturer.
- D. Normal Weight Concrete:
 - 1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch.
 - 2. Total Air Content: 5-1/2 percent, determined in accordance with ASTM C173/C173M.
 - 3. Maximum Slump: 4 inches.
 - 4. Maximum Aggregate Size: 3/4 inch.

2.08 MIXING

- A. Transit Mixers: Comply with ASTM C94/C94M.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Where new concrete is to be bonded to previously placed concrete, prepare existing surface by cleaning with steel brush and applying bonding agent in accordance with manufacturer's instructions.
 - 1. Use latex bonding agent only for non-load-bearing applications.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Notify Architect not less than 24 hours prior to commencement of placement operations.
- C. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- D. Ensure reinforcement, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

3.05 SLAB JOINTING

- A. Locate joints as indicated on the drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
 - 1. Install wherever necessary to separate slab from other building members, including foundations and footings.
- D. Contraction Joints: Tooled joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/8 inch thick blade and cut at least 1-1/4 inch deep but not less than one quarter (1/4) the depth of the slab - tool edges of walks

3.06 CONCRETE FINISHING

- A. Repair surface defects, including tie holes, immediately after removing formwork.
- B. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/8 inch or more in height. Provide finish as follows:
 - 1. Smooth Rubbed Finish: Wet concrete and rub with carborundum brick or other abrasive, not more than 24 hours after form removal.

3.07 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than 7 days.
- C. Formed Surfaces: Cure by moist curing with forms in place for full curing period.

3.08 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests if determined necessary by the Architect 014000
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.

3.09 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

3.10 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

SECTION 09900
TEXTURED ACRYLIC COLOR SURFACING

PART 1 GENERAL

1.01 SUMMARY

- A. Textured acrylic surfacing for tennis and pickleball courts.

1.02 RELATED SECTIONS

- A. Section 32121 – Asphalt paving
- B. References
 - 1. National Asphalt Paving Association (NAPA)
 - 2. American Concrete Institute (ACI)
 - 3. American Sport Builders Association (ASBA)
 - 4. International Tennis Federation (ITF)
 - 5. USA Pickleball Association (USA Pickleball)

1.03 QUALITY ASSURANCE

- A. All surface coatings products shall be supplied by a single manufacturer.
- B. The contractor shall record the batch number of each product used on the site and maintain it through the warranty period.
- C. The contractor shall provide the inspector, upon request, an estimate of the volume of each product to be used on the site.
- D. The installer shall be an authorized applicator of the specified system.
- E. The manufacturer's representative shall be available to help resolve material questions.
- F. Curing compounds should not be used unless the curing compound manufacturer specifically states the surface may be coated with water based acrylic coatings.

1.04 SUBMITTALS

- A. Manufacturer specifications for components, color chart and installation instructions.
- B. Authorized Applicator certificate from the surface system manufacturer.
- C. Reference list from the installer of at least 5 projects of similar scope done in each of the past 3 years.
- D. Current Material Safety Data Sheets (MSDS).
- E. Product substitution: If other than the product specified, the contractor shall submit at least 7 days prior to the bid date a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the owners satisfaction that the proposed substitution is of equal quality and utility to that originally specified.

Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system.

1.05 MATERIAL HANDLING AND STORAGE

- A. Store materials in accordance with manufacturer specifications and MSDS.
- B. Deliver product to the site in original unopened containers with proper labels attached.
- C. All surfacing materials shall be non flammable.

1.06 WARRANTY

- A. Provide a guarantee against defects in the materials and workmanship for a period of one year from the date of substantial completion.

1.07 INSTALLER QUALIFICATIONS

- A. Installer shall be regularly engaged in construction and surfacing of acrylic sport courts, play courts or similar decorative surfaces.
- B. Installer shall be an Authorized Applicator of the specified surface system.

1.08 MANUFACTURER QUALIFICATIONS

- A. System manufacturer shall be a US owned company.
- B. System manufacturer shall be a member of the ASBA.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. To establish a level of quality and performance characteristics the desired specified new court surfacing system is based upon DecoTurf by California Products Corp., Andover, MA. 01810 www.decoturf.com. Alternate manufacturers may be considered, but are subject to compliance with the requirements specified herein, including but not limited to performance characteristics, colors and warranty. Available manufacturers offering products that may be incorporated into the Work include one of the following:
 - 1. SportsMaster Sports Surfaces
 - 2. Acrytech Sports Surfaces
 - 3. Dalton Coatings

- B. Substitutions: Submit requests at least 7 days prior to the bid date with a complete type written list of proposed substitutions with sufficient data, drawings, samples and literature to demonstrate to the Architects satisfaction that the proposed substitution is of equal quality and utility to the specified product. Information must include a QUV test of at least 1000 hours illustrating the UV stability of the system.

2.02 MATERIALS

- A. Patching Mix (California Court Patch Binder) - for use in patching cracks, holes, depressions and other surface imperfections, as necessary.
- B. Crack Filler (California Crack Filler) - for use in filling fine cracks, as necessary.
- C. Acrylic Wearing Surface (Acrylotex/DecoColor MP) – for use as the finish color and texture. DecoColor MP and Acrylotex are blended at the job site to achieve the correct surface texture.
- D. Line Paint (California Line Paint and Dalton Coatings) – for use as the line marking on the court/play surface.
- E. Water – for use in dilution/mixing shall be clean and potable.

2.03 MATERIAL SPECIFICATIONS

- A. Court Patch Binder – 100% acrylic resin blended with Portland Cement and silica sand.
1. Percent solids by weight (minimum): 46%
 2. Weight: 8.7-8.9 lbs./gallon
- B. California Crack Filler – 100% acrylic resin heavily filled with sand.
1. Percent solids by weight (minimum): 85%
 2. Percent solids by weight (minimum): 15 lbs./gallon
- C. DecoColor MP – 100% acrylic resin (no vinyl copolymerization constituent) with selected light fast pigments. Green shall contain not less than 10% chrome oxide.
1. Percent solids by weight (minimum): 43.0%
 2. Weight: 10.5./gallon
- D. Acrylotex I Neutral – 100% acrylic resin to be blended with DecoColor MP and Portland Cement. Contains not more than 63% rounded silica sand.
1. Percent solids by weight (minimum): 71%
 2. Weight: 11.9 lbs./gallon

- E. California Line Paint – 100% acrylic resin containing no alkyds or vinyl constituents. Texturing shall be rounded silica sand.

- 1. Percent solids by weight (minimum): 60.5%
- 2. Weight: 12-12.3 lbs./gallon

- F. All surfacing materials shall be non-flammable and have a VOC content of not less than 100g./ltr. Measured by EPA method 24.

- G. Local sands are not acceptable in the color playing surface. Sands must be incorporated at the manufacturing location to insure quality and stability.

PART 3 EXECUTION

3.01 WEATHER LIMITATIONS

- A. Do not install when rainfall is imminent or extremely high humidity prevents drying.
- B. Do not apply unless surface and air temperature are 50°F and rising.
- C. Do not apply if surface temperature is in excess of 140°F.

3.02 PREPARATION FOR ACRYLIC COLOR PLAYING SYSTEM

- A. Clean surfaces of loose dirt, oil, grease, leaves, and other debris in strict accordance with manufacturer's directions. Pressure washing will be necessary to adequately clean areas to be coated. Any areas previously showing algae growth shall be treated with Clorox or approved product to kill the organisms and then be properly rinsed.
- B. Holes and cracks: Cracks and holes shall be cleaned and a suitable soil sterilant, as approved by the owner, shall be applied to kill all vegetation 14 days prior to use of Court Patch Binder according to manufacturer's specifications.
- C. Depression: Depressions holding enough water to cover a five cent piece shall be filled with Court Patch Binder Patching Mix. 3 gallons of Court Patch Binder, 100 lbs. 60-80 silica sand, 1 gallon Dry Portland Cement (Type I). The contractor shall flood all the courts and then allow draining. Define and mark all areas holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water/1 part Court Patch Binder. Allow tack coat to dry completely. Spread Court Patch Binder mix true to grade using a straight edge (never a squeegee) for strike off. Steel trowel or wood float the patch

so that the texture matches the surrounding area. Never add water to mix. Light misting on surface and edges to feather in is allowed as needed to maintain work ability. Allow to dry thoroughly and cure. No work from this stage on shall commence until an inspector has accepted the surface.

- D. Acid Treatment (Concrete Surfaces ONLY): Concrete Preparer shall be applied to all uncoated concrete surfaces at the rate of .01 to .012 gallon per square yard. Dilute 1 gallon of Concrete Preparer with 4 gallons of potable water. Apply liberally to the surface and spread with a soft hair push broom. After the surface has dried remove any dust or latent material.

3.03 APPLICATION OF ACRYLIC COLOR PLAYING SURFACE

- A. All areas to be color coated shall be clean, free from sand, clay, grease, dust, salt or other foreign matters. The Contractor shall obtain the Engineer's approval, prior to applying any surface treatment.
- B. Blend Acrylotex and DecoColor MP with a mechanical mixer to achieve a uniform mixture. The mix ratio shall be:

Acrylotex	30 gallons
DecoColor MP	10 gallons
Water	15 gallons
Portland Cement	1-2 gallons

One gallon equals approximately 22 pounds dry Portland cement. Additional Portland cement will provide further hardness and faster drying. Portland Cement is optional on asphalt, but it will improve wear resistance. White Portland Cement is preferred. The diluted material shall be homogeneous. Segregation before or during application will not be permitted. A mechanical drill mixer is recommended and mixture should be stirred until homogeneous. Periodic mixing should take place as job progresses to ensure consistent application.

- C. Application shall be made by 50 durometer rubber faced squeegees. The mixture should be poured on to the court surface and spread to a uniform thickness in a regular pattern.
- D. A total of 2 applications of textured Acrylotex/DecoColor MP mix shall be made to achieve a total application rate of not less than .10 gal./sy/coat. No application should be made until the previous application is thoroughly dry.
- E. Multi Sport play areas with concentrated wear areas such as basketball alleys may receive an extra coat of the Acrylotex mix to extend life expectancy.

3.04 LINE PAINTING

- A. If intended for sports use, lines shall be carefully laid out in accordance with ASBA guidelines. The area to be marked shall be taped to insure a crisp line. The California Line Paint shall have a texture similar to the surrounding play surface. Application shall be made by brush or roller at the rate of 150-200 sf/gal.

3.05 PROTECTION

Oak Hill Park Tennis Courts
And Playground Renovations
Fall River, MA

TEXTURED ACRYLIC COLOR SURFACING –09900

- A. Erect temporary barriers to protect coatings during drying and curing.
- B. Lock gates to prevent use until acceptance by the owner's representative.

3.08 CLEAN UP

- A. Remove all containers, surplus materials and debris. Dispose of materials in accordance with local, state and Federal regulations.
- B. Leave site in a clean and orderly condition.

END OF SECTION

DIVISION 31

**SECTION 311000
SITE CLEARING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Clearing and protection of vegetation.
- B. Removal of existing debris.

1.02 RELATED REQUIREMENTS

- A. Section 312200 - Grading: Topsoil removal.
- B. Section 312323 - Fill: Filling holes, pits, and excavations generated as a result of removal operations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Fill Material: As specified in Section 312200 - Grading

PART 3 EXECUTION

3.01 SITE CLEARING

- A. Minimize production of dust due to clearing operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- B. Remove existing equipment as noted on the demolition drawings and dispose of off site in a manner complaint with Rhode Island Department of Environmental Management Protection Regulations.
- C. Existing asphalt surfacing to be removed as noted on the demolition drawings. All removed asphalt is to be removed and disposed of off site in a manner complaint with Rhode Island Department of Environmental Management Protection Regulations.

3.02 EXISTING UTILITIES AND BUILT ELEMENTS

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Protect existing structures and other elements that are not to be removed.

3.03 VEGETATION

- A. Vegetation Removed: Do not burn, bury, landfill, or leave on site.
- B. Restoration: If vegetation outside removal limits or within specified protective fences is damaged or destroyed due to subsequent construction operations, replace at no cost to Owner.

3.04 DEBRIS

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

3.05 GRADING - AS SPECIFIED IN SECTION 312200 - GRADING

- A. Existing Subgrade to be salvaged and stored on site for re-use. Provide additional subgrade material as required.
- B. New surface grades to be similar to existing grades. G.C. to coordinate grading so as to not allow for any depressions or sump areas.

END OF SECTION

SECTION 312200

GRADING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Topsoil and finish grading .

1.02 RELATED REQUIREMENTS

- A. Section 311000 - Site Clearing.
- B. Section 312323 - Fill: Filling and compaction.

1.03 SUBMITTALS

- A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: See Section 312323.
- B. Other Fill Materials: See Section 312323.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Stake and flag locations of known utilities.
- C. Locate, identify, and protect from damage above- and below-grade utilities to remain.
- D. Notify utility company to remove and relocate utilities.
- E. Protect site features to remain, including but not limited to bench marks, survey control points, fences, sidewalks, and curbs, from damage by grading equipment and vehicular traffic.
- F. Protect trees to remain by providing substantial fencing around entire tree at the outer tips of its branches; no grading is to be performed inside this line.
- G. Protect other features to remain as a portion of final landscaping.

3.03 ROUGH GRADING

- A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
- B. Do not remove topsoil when wet.
- C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
- D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
- E. When excavating through roots, perform work by hand and cut roots with sharp axe.
- F. See Section 312323 for filling procedures.
- G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.04 SOIL REMOVAL

- A. Stockpile subsoil to be re-used on site; remove remainder from site.
- B. Stockpiles: Use areas designated on site; pile depth not to exceed 8 feet; protect from erosion.

3.05 FINISH GRADING

- A. Before Finish Grading:
 - 1. Verify structure and trench backfilling have been inspected.
 - 2. Verify subgrade has been contoured and compacted.
 - B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
 - C. Where topsoil is to be placed, scarify surface to depth of 18 inches.
 - D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 18 inches.
 - E. Provide and place topsoil where required to level finish grade.
 - F. Place topsoil during dry weather.
 - G. Remove roots, weeds, rocks, and foreign material while spreading.
 - H. Near plants spread topsoil manually to prevent damage.
 - I. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
 - J. Lightly compact placed topsoil.
- 3.06 TOLERANCES
- A. Top Surface of Subgrade: Plus or minus 0.10 foot (1-3/16 inches) from required elevation.
 - B. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch).
- 3.07 REPAIR AND RESTORATION
- A. Existing Utilities and Site Features to Remain: If damaged due to this work, repair or replace to original condition.
 - B. Trees to Remain: If damaged due to this work, trim broken branches and repair bark wounds; if root damage has occurred, obtain instructions from Architect as to remedy.
 - C. Other Existing Vegetation to Remain: If damaged due to this work, replace with vegetation of equivalent species and size.
- 3.08 FIELD QUALITY CONTROL
- A. See Section 312323 for compaction density testing.
- 3.09 CLEANING
- A. Remove unused stockpiled topsoil and subsoil. Grade stockpile area to prevent standing water.
 - B. Leave site clean and raked, ready to receive landscaping.

END OF SECTION

SECTION 312316 TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Backfilling and compacting for utilities to utility main connections.

1.02 RELATED REQUIREMENTS

- A. Section 312200 – Grading: Site grading.
- B. Section 312323 – Fill: Backfilling at building and foundations.

1.03 DEFINITIONS

- A. Finish Grade Elevations: To match existing finish grade elevation.
- B. Subgrade Elevations: Indicated on drawings.

1.04 REFERENCES

- A. AASHTO T 180 – Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010
- B. ASTM C136 – Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2006.

1.05 DELIVERY, STORAGE AND HANDLING

- A. When necessary, store materials on site in advance of need.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: Conforming to Rhode Island Department of Transportation standard.
- B. Structural Fill: Conforming to Rhode Island Department of Transportation standard.
- C. Granular Fill: Coarse aggregate, conforming to Rhode Island Department of Transportation standard.
- D. Sand: Conforming to Rhode Island Department of Transportation standard.
- E. Topsoil: See Section 312200.

2.02 SOURCE QUALITY CONTROL

- A. See Section 014000 – Quality Requirements, for general requirements for testing and analysis of soil material.
- B. If tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that intended elevations for the work are as indicated.

3.02 PREPARATION

- A. Identify required lines, levels, contours and datum locations.
- B. See Section 312200 for additional requirements.

3.03 TRENCHING

- A. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
- B. Slope banks of excavations deeper than 4 feet to angle of repose or less until shored.
- C. Do not interfere with 45 degree bearing splay of foundations.

- D. Cut trenches wide enough to allow inspection of installed utilities.
- E. Hand trim excavations. Remove loose matter.
- F. Remove large stones and other hard matter that could damage piping or impede consistent backfilling or compaction.
- G. Remove lumped subsoil, boulders and rock up to 1/3 cu yd measured by volume.
- H. Remove excavated material that is unsuitable for re-use from site.
- I. Stockpile excavated material to be re-used in area designated on site in accordance with Section 312200.
- J. Remove excess excavated material from site.

3.04 PREPARATION FOR UTILITY PLACEMENT

- A. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- B. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- C. Until ready to backfill, maintain excavations and prevent loose soil from falling into excavation.

3.05 BACKFILLING

- A. Backfill to contours and elevations indicated using unfrozen materials.
- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- G. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- H. Slope grade away from structures minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- I. Correct areas that are over-excavated.
 - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- J. Compaction Density Unless Otherwise Specified or Indicated:
 - 1. Under paving, slabs-on-grade and similar construction: 97 percent of maximum dry density.
 - 2. At other locations: 95 percent of maximum dry density.

3.06 BEDDING AND FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. Utility Piping, Conduits and Duct Bank:
 - 1. Bedding: Use sand.
 - 2. Cover with sand.
 - 3. Fill up to subgrade elevation.
 - 4. Compact in maximum 8 inch lifts to 95 percent of maximum dry density.

3.07 TOLERANCES

- A. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.

3.08 FIELD QUALITY CONTROL

- A. See Section 014000 – Quality Requirements, for general requirements for field inspection and testing.

3.09 CLEANING

- A. Leave unused materials in a neat, compact stockpile.
- B. Remove unused stockpiled materials; leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- C. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

SECTION 312323

FILL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Filling, backfilling, and compacting for footings and paving.
- B. Filling holes, pits, and excavations generated as a result of removal (demolition) operations.

1.02 RELATED REQUIREMENTS

- A. Section 033000 - Cast-in-Place Concrete.
- B. Section 312200 - Grading: Removal and handling of soil to be re-used.
- C. Section 312200 - Grading: Site grading.

1.03 REFERENCE STANDARDS

- A. AASHTO T 180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54 kg (10-lb) Rammer and a 457 mm (18 in.) Drop; American Association of State Highway and Transportation Officials; 2010

1.04 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.
- B. When fill materials need to be stored on site, locate stockpiles where needed.
 - 1. Separate differing materials with dividers or stockpile separately to prevent intermixing.
 - 2. Prevent contamination.
 - 3. Protect stockpiles from erosion and deterioration of materials.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. General Fill: Conforming to State of Massachusetts Highway Department standard.
- B. Granular Fill: Coarse aggregate, conforming to the Rhode Island Department of Transportation standard.
- C. Sand: Conforming to the Rhode Island Department of Transportation standard.
- D. Topsoil: See Section 312200.

2.02 SOURCE QUALITY CONTROL

- A. If tests indicate materials do not meet specified requirements, change material and retest.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that intended elevations for the Work are as indicated.
- B. Identify required lines, levels, contours, and datum locations.
- C. See Section 312200 for additional requirements.

3.02 PREPARATION

- A. Scarify and proof roll subgrade surface to a depth of 6 inches to identify soft spots.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with general fill.
- C. Compact subgrade to density equal to or greater than requirements for subsequent fill material.
- D. Until ready to fill, maintain excavations and prevent loose soil from falling into excavation.

3.03 FILLING

- A. Fill to contours and elevations indicated using unfrozen materials.

- B. Fill up to subgrade elevations unless otherwise indicated.
- C. Employ a placement method that does not disturb or damage other work.
- D. Systematically fill to allow maximum time for natural settlement. Do not fill over porous, wet, frozen or spongy subgrade surfaces.
- E. Maintain optimum moisture content of fill materials to attain required compaction density.
- F. Granular Fill: Place and compact materials in equal continuous layers not exceeding 6 inches compacted depth.
- G. Soil Fill: Place and compact material in equal continuous layers not exceeding 8 inches compacted depth.
- H. Slope grade away from structures minimum 2 inches in 10 ft, unless noted otherwise. Make gradual grade changes. Blend slope into level areas.
- I. Correct areas that are over-excavated.
 - 1. Other areas: Use general fill, flush to required elevation, compacted to minimum 97 percent of maximum dry density.
- J. Compaction Density Unless Otherwise Specified or Indicated:
 - 1. Under paving, slabs-on-grade, and similar construction: 97 percent of maximum dry density.
 - 2. At other locations: 95 percent of maximum dry density.
- K. Reshape and re-compact fills subjected to vehicular traffic.

3.04 FILL AT SPECIFIC LOCATIONS

- A. Use general fill unless otherwise specified or indicated.
- B. Structural Fill at Footings:
 - 1. Maximum depth per lift: 6 inches, compacted.
 - 2. Compact to minimum 95 percent of maximum dry density.
- C. At Planting Areas Other Than Lawns :
 - 1. Use general fill.
 - 2. Fill up to 12 inches below finish grade elevations.
 - 3. Compact to 95 percent of maximum dry density.
 - 4. See Section 312200 for topsoil placement.
- D. Under Monolithic Paving :
 - 1. Compact subsoil to 95 percent of its maximum dry density before placing fill.
 - 2. Use general fill.
 - 3. Fill up to 5 inches below finish paving elevation.
 - 4. Compact to 95 percent of maximum dry density.
 - 5. See Section 321123 for aggregate base course placed over fill.

3.05 TOLERANCES

- A. Top Surface of General Filling: Plus or minus 1 inch from required elevations.
- B. Top Surface of Filling Under Paved Areas: Plus or minus 1 inch from required elevations.

3.06 FIELD QUALITY CONTROL

- A. If tests indicate work does not meet specified requirements, remove work, replace and retest.

3.07 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.
- B. Leave borrow areas in a clean and neat condition. Grade to prevent standing surface water.

END OF SECTION

DIVISION 32

SECTION 321123
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aggregate base course.

1.02 RELATED REQUIREMENTS

- A. Section 312200 - Grading: Preparation of site for base course.
- B. Section 312323 - Fill: Topsoil fill at areas adjacent to aggregate base course.
- C. Section 312323 - Fill: Compacted fill under base course.
- D. Section 321216 - Asphalt Paving: Binder and finish asphalt courses.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. When necessary, store materials on site in advance of need.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Coarse Aggregate : Coarse aggregate, conforming to State of RI DoT standards.
- B. Fine Aggregate : Sand; conforming to State of RI DoT standards.

2.02 SOURCE QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for general requirements for testing and analysis of aggregate materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that intended elevations for the work are as indicated.
- B. Verify substrate has been inspected, gradients and elevations are correct, and is dry.

3.02 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 INSTALLATION

- A. Place aggregate in maximum 4 inch layers and roller compact to specified density.
- B. Level and contour surfaces to elevations and gradients indicated.
- C. Add small quantities of fine aggregate to coarse aggregate as appropriate to assist compaction.
- D. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- E. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation From Design Elevation: Within 1/2 inch.

3.05 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for general requirements for field inspection and testing.
- B. Proof roll compacted aggregate at surfaces that will be under slabs-on-grade.

3.06 CLEANING

- A. Remove unused stockpiled materials, leave area in a clean and neat condition. Grade stockpile area to prevent standing surface water.

END OF SECTION

SECTION 321216
ASPHALT PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Bituminous concrete paving.

1.02 RELATED REQUIREMENTS

- A. Section 312200 - Grading: Preparation of site for paving and base.
- B. Section 312323 - Fill: Compacted subgrade for paving.
- C. Section 321123 - Aggregate Base Courses: Aggregate base course.

1.03 QUALITY ASSURANCE

- A. Perform Work in accordance with Rhode Island Department of transportation standard.
- B. Mixing Plant: Conform to Rhode Island Department of transportation standard.
- C. Obtain materials from same source throughout.

1.04 REGULATORY REQUIREMENTS

- A. Conform to applicable code for paving work on public property.

1.05 FIELD CONDITIONS

- A. Do not place asphalt when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
- B. Place bitumen mixture when temperature is not more than 15 F degrees below bitumen supplier's bill of lading and not more than maximum specified temperature.

PART 2 PRODUCTS

2.01 MATERIALS & MIXES

- A. Asphalt Cement: ASTM D946.
- B. Aggregate for Base Course: In accordance with Rhode Island Department of transportation standards.
- C. Aggregate for Binder Course: In accordance with Rhode Island Department of transportation standards.
- D. Aggregate for Wearing Course: In accordance with Rhode Island Department of transportation standards.
- E. Fine Aggregate: In accordance with State of Rhode Island Public Work's standards.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that compacted subgrade is dry and ready to support paving and imposed loads.
- B. Verify gradients and elevations of base are correct.

3.02 BASE COURSE

- A. Place and compact base course.

3.03 PREPARATION - PRIMER

- A. Apply primer in accordance with manufacturer's instructions.
- B. Apply primer on aggregate base or subbase at uniform rate of 1/3 gal/sq yd.
- C. Use clean sand to blot excess primer.

3.04 PREPARATION - TACK COAT

- A. Apply tack coat in accordance with manufacturer's instructions.
- B. Apply tack coat on asphalt or concrete surfaces over subgrade surface at uniform rate of 1/3 gal/sq yd.

3.05 PLACING ASPHALT PAVEMENT - DOUBLE COURSE

- A. Place binder course to 2 inch compacted thickness.
- B. Place wearing course to 1-1/2 inch compacted thickness.
- C. Compact pavement by rolling to specified density. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- D. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

3.06 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10 foot straight edge.
- B. Variation from True Elevation: Within 1/2 inch.

3.07 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 2 days or until surface temperature is less than 140 degrees F.

END OF SECTION

SECTION 323113

CHAIN LINK FENCES AND GATES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. Work Included: Provide chain link fence and gate system where shown on the drawings, as specified herein, and as needed for a complete and proper installation.

1.02 RELATED REQUIREMENTS

- A. Section 033000 – Cast-in-Place Concrete.

1.03 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of this section.

1.04 SUBMITTALS:

- A. Comply with pertinent provisions of Section 01300.

1.05 PRODUCT HANDLING:

- A. Comply with pertinent provisions of Section 01640.

PART 2 – PRODUCTS

2.01 DIMENSIONAL DATA:

- A. General:
 - 1. Pipe sizes indicated are commercial pipe sizes.
 - 2. Tube sizes, where applicable, are nominal outside dimensions.
 - 3. H-section sizes, where applicable, are normal flange dimensions.
 - 4. Roll-formed section sizes, where applicable, are the nominal outside dimensions.
- B. Height of Fence:
 - 1. Match existing, minimum 48" high unless otherwise authorized in writing, by the Architect.

2.02 GALVANIZING:

- A. On steel framework and appurtenances, provide galvanized finish with not less than the following weight of zinc per square foot.
 - 1. Pipe: 1.8 oz., complying with ASTM A120.
 - 2. H-sections and square tubing: 2.0 oz., complying with ASTM A123.
 - 3. Hardware and Accessories: Comply with Table 1 of ASTM A153.

4. Fabric: 2.0 oz., complying with Class II of ASTM A121.

2.03 FABRIC:

- A. Provide vinyl-coated number 9 gauge or 0.148" wires in 2" mesh, with top and bottom selvages knuckled.
- B. Provide fabric in one-piece widths.
- C. Fabric screening shall be 2" slats of PVC or high density polyethylene equal to Patrician Products, Inc., P.V.T. slats. Color to be selected by the A/E.

2.03 FABRIC:

- A. No. 9 gauge (0.148") galvanized steel wires, 2" mesh, with top selvages knuckled for fabric under 60" high, and both top and bottom selvages knuckled for fabric over 60" high.
 - 1. Provide one-piece fabric widths for fencing up to 12 feet high.
 - 2. Fabric finish, galvanized, ASTM A 392, Class I, with not less than 1.2 oz. zinc per sq. ft.

B. Framework: Galvanized steel, ASTM A 120, with not less than 1.8 oz. zinc per sq. ft.

C. Hardware and Accessories: Galvanized, ASTM A 152, with zinc weights per Table I.

2.04 POSTS, RAILS & ASSOCIATED ITEMS:

A. End, corner, slope, and pull posts: Provide at least the following minimum sizes and weights:

Material & Dimensions

Lbs./Linear Foot

Pipe, 2.375" outside dimension: 3.65

H-section, 2.25" × 1.95" × 0.143": 0.10

B. Gate Posts: Provide gate posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

- 1. Over 13 feet wide, and up to 18 feet wide: Use 6.625" outside diameter pipe weighing 14.0 lbs. per linear foot.

D. Top and Bottom Rails:

- 1. Use 1.660" outside diameter pipe, weighing 1.80 lbs. per linear foot;

2. Use 1.625" × 1.25" roll-formed sections weighing 1.35 lbs. per linear foot.
3. Provide, in manufacturer's longest lengths, with expansion-type couplings approximately 6" long for each joint.
4. Provide means for attaching top rail securely to each gate, corner, pull, slope and end post.

E. Post Brace Assemblies:

1. Provide at end and gate posts, and at both sides of corner, slope, and pull posts, with the horizontal brace located at mid-height of the fabric.
2. Use 1.660" outside diameter pipe weighing 1.80 lbs. per linear foot for horizontal brace.
3. Use 3/8" diameter rod with turnbuckle for diagonal truss.

F. Tension Wire: Provide number 7 gage galvanized coiled spring wire at bottom of fabric.

G. Post Tops:

1. Provide steel, wrought iron, or malleable iron, designed as weathertight closure cap.
2. Provide one cap for each post.
3. Provide caps with openings to permit through-passage of top rail, where applicable.

H. Stretcher Bars:

1. Provide one-piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" × 3/4"
2. Provide one stretcher bar for each gate and end post, and two for each corner, slope, and pull post, except where fabric is woven integrally into the post.

I. Stretcher Bar Bands:

1. Provide steel, wrought iron, or malleable iron, spaced not over 15" on centers, to secure stretcher bars to end, corner, pull slope and gate posts.
2. Bands may be used also with special fittings for securing rails to end, corner, pull, slope, and gate posts.

2.05 GATES:

A. General:

1. Fabricate gate perimeter frames of tubular members.
2. Provide additional horizontal and vertical members to assure proper operation of the gate, and for attachment of fabric, hardware, and accessories.
3. Space so frame members are not more than 8 feet apart.

4. Fabricate gate frames from:

Materials & Dimensions:

Lbs./Linear Foot

Pipe 1.90" outside diameter: 2.72

Tubing, 2" square: 2.60

B. Fabrication:

1. Assemble gate frames by welding with special malleable or pressed steel fittings and rivets for rigid connections.
2. Use same fabric as used in the fence.
3. Install fabric with stretcher bars at vertical edges as a minimum.
4. Attach stretchers to gate frame at not more than 15" on centers.
5. Attach hardware with rivets or by other means which will provide security against removal and breakage.
6. Provide diagonal cross-bracing consisting of 3/8" diameter adjustable length truss rods on gates where required to provide frame rigidity without sag or twist.

C. Gate Hardware: Provide following for each gate:

1. Hinges:

- a) Pressed or forged steel, or malleable iron, to suit the gate size; on-lift-off type, offset to permit 180 degree opening.
- b) Provide 1-1/2 pr. of hinges for each leaf over 6 feet in nominal height.

2. Latches:

- a) Provide forked type or plunger-bar type to permit operation from either side of the gate.
- b) Provide padlock eye as integral part of latch.

3. Keeper: Provide keeper for vehicle gates, which automatically engages the gate leaf and holds it in the open position until manually released.

4. Double gates:

- a) Provide gate stops for double gates consisting of mushroom or flush plate, with anchors.
- b) Set in concrete to engage the center drop rod or plunger bar.
- c) Provide locking device and padlock eyes as an integral part of the latch, requiring on padlock for locking both gate leaves.

2.06 MISCELLANEOUS MATERIALS & ACCESSORIES:

A. Wire Ties:

1. For tying fabric to line posts, use number 9 gauge wire ties spaced 12" on centers.
2. For tying fabric to rails and braces, use number 9 gauge wire ties spaced 24" on centers.
3. For tying fabric to tension wire, use number 11 gauge hog rings spaced 24" on centers.
4. Manufacturer's standard wire ties will be acceptable if of equal strength and durability.

B. Concrete: Comply with provisions of section 03300 for 4,000 psi concrete.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS:

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION:

A. General:

1. Install posts equally, at a maximum spacing of 10 feet on centers. Posts shall be equipped with a 1/4" diameter thru-bolt laterally about 12" above the bottom of the post to act as a positive concrete anchor.
2. Install corner or slope posts where changes in line or grade exceed a 30 degree deflection.

B. Excavating:

1. Drill holes for post footings in firm, undisturbed or compacted soil, strictly adhering to the dimensions and spacing shown.
2. Post Hole Dimensions:
 - a) Provide 36" deep by 12" diameter foundations for all posts unless otherwise directed.
3. Spread soil from excavations uniformly adjacent to the fence line or on adjacent areas of the site if so directed.
4. When solid rock is encountered near the surface, drill into rock at least 12" for line posts and at least 18" for end, pull, gate, and corner posts. Drill hole at least 1" greater diameter than the largest dimension of the post to be placed.
5. If solid rock is below soil overburden, drill to full depth required, except penetration into rock need not exceed minimum depths specified above.

C. Setting Posts:

1. Remove loose and foreign materials from side and bottoms of holes, and moisten soil prior to placing concrete.
2. Center and align posts in holes.
3. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation.
4. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
5. Trowel tops of footings, and slope or dome to direct water away from posts.
6. Extend footings for gate posts to the underside of bottom hinge.
7. Set keeps, stops, sleeves, and other accessories into concrete as required.
8. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing material, or other curing method approved by the A/E.
9. Grout-in those posts which are set into sleeved holes, concrete constructions, or rock excavations, using non-shrink Portland cement grout or other grouting material approved by the Architect.

D. Concrete Strength:

1. Allow concrete to attain at least 75% of its minimum 28-day strength before rails, tension wires, and/or fabric is installed.
2. Do not, in any case, install such items in less than seven days after placement of concrete.
3. Do not stretch and tension fabric and wire, and do not hang gates, until concrete has attained its full design strength.

E. Rails & Bracing:

1. Install fence with a top rail and bottom rail.
2. Install top rails continuously through post caps or extension arms, bending to radius for curved runs.
3. Provide expansion couplings as recommended by the fencing manufacturer.
4. Provide bracing to the midpoint of the nearest line post or posts at all end, corner, slope, pull, and gate posts.
5. Install tension wires parallel to the line of fabric by weaving through the fabric, and tying to each post with not less than number 6 gage galvanized wire, or by securing the wire to the fabric.

F. Installing Fabric:

1. Leave approximately 2" between finish grade and bottom selvage.
2. Excavate high points in the ground to clear the bottom of the fence.
3. Place and compact fill to within 1" of the bottom of the fabric in depressions.
4. Pull fabric taut and tie to posts, rails, and tension wires.

5. Install fabric on outward side, facing side of fence, and anchor to framework so that the fabric remains in tension after pulling force is removed.
6. Install stretcher bars by threading through or clamping to fabric on 4" centers, and secure to posts with metal bands spaced 15" on centers.

G. Installing Gates:

1. Install gates plumb, level, and secure for full opening without interference.
2. Install ground-set items in concrete for anchorage in accordance with the fence manufacturer's recommendations as approved by the Architect.
3. Lubricate and adjust the hardware for smooth operation.

H. Miscellaneous:

1. Use U-shaped tie wires, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least two full turns.
2. Blend ends of wire to minimize hazards to persons and clothing.
3. Fasteners:
 - a) Install nuts for tension band and hardware bolts on side of fence opposite fabric side.
 - b) Peen the ends of bolts to prevent removal of nuts.
4. Repair coatings damaged in the shop or field erection, using a hot-applied repair compound applied in accordance with its manufacturer's recommendations as approved by the Architect.

END OF SECTION

SECTION 32320

SITE EXTERIOR FURNISHINGS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01100 – Summary: Contract descriptions, description of alterations work, work by others, fixture work, occupancy conditions, use of site premises, work sequence
- B. Section 01300 – Submittals: Administrative requirements, submittal procedures, project meetings, progress schedules and documentation, reports, coordination.
- C. Section 01780 – Project Closeout: Project record documents, operation and maintenance (O&M) data, warranties and bonds.
- D. Section 033000 – Cast-in-Place Concrete.

1.02 SUBMITTALS

- A. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- B. Maintenance materials: Furnish the following for Owner's use in maintenance project.
 - a. See Section 01600 – Product Requirements for additional provisions

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience

1.04 WARRANTY

- A. See Section 01780 – Project Closeout for additional warranty requirements

PART 2 PRODUCTS

2.01 PRODUCTS

- A. Manufacturers listed below are used to establish a standard of quality. Products of equal or better quality may be used. Refer to Section 01300 Submittals.

Manufacturer / Supplier	Item No. / Model No.	Description	MFG Contact Info.
<u>Jackson/</u> <u>Ultra-Site- Bench</u>	95-UltraCoat	6 ft. surface mounted powered coated frame and slates. Stainless steel hardware and frame. Color: Green, Frame Color: Green, Pattern: Slat	www.ultra-site.com 1675 Locust St. Red Bud IL, 62278
<u>Dumor – Bench</u>	Bench 58-60	6' Cast Bench - Steel Seat 300lbs Color: Black	www.dumor.com

<u>Dumor– Table</u>	Table 448-34	4' Square Seel ADA Table - 3 seats 476 lbs Steel Seat 300lbs Color: Black	www.dumor.com
<u>Dumor – Rack</u>	Bike Rack 188-05	Steel bike rack - 5- Openings 61 lbs Color: Black	www.dumor.com
<u>Court One – tennis net poles</u>		Courtmaster royale round internal Wind net post green or equivalent	
<u>Court One – tennis net</u>		Tennis net 3.5MM – DBL Top Tap	

2.02 ACCESSORIES

- A. Fasteners: As required to anchor per fixtures/furnishings manufacturer's details and printed instructions.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's printed instructions.

3.02 FIELD QUALITY CONTROL

- A. See Section 01400 – Quality Requirements for additional requirements

3.03 PROTECTION

- A. Protect installed fixtures/furnishings from subsequent construction operations

END OF SECTION

SECTION 329200
LAWNS AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes seeding and sodding.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.

1.4 QUALITY ASSURANCE

- A. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Sod: Harvest, deliver, store, and handle sod according to requirements in TPI's "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in its "Guideline Specifications to Turfgrass Sodding."

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species:
 - 1. Quality: State-certified seed of grass species as listed below for solar exposure.
 - 2. Full Sun (Warm-Season Grass): Bermudagrass (*Cynodon dactylon*).
 - 3. Full Sun (Cool-Season Grass): Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
 - 4. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 10 percent perennial ryegrass (*Lolium perenne*).
 - d. 10 percent redtop (*Agrostis alba*).
 - 5. Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 10 percent perennial ryegrass (*Lolium perenne*).
 - d. 10 percent redtop (*Agrostis alba*).

2.2 TURFGRASS SOD

- A. Turfgrass Sod: Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- B. Turfgrass Species (Warm-Season Grass): Bermudagrass (*Cynodon dactylon*).
- C. Turfgrass Species (Cool-Season Grass): Sod of grass species as follows, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
 - 1. Full Sun: Kentucky bluegrass (*Poa pratensis*), a minimum of three cultivars.
 - 2. Sun and Partial Shade: Proportioned by weight as follows:
 - a. 50 percent Kentucky bluegrass (*Poa pratensis*).
 - b. 30 percent chewings red fescue (*Festuca rubra* variety).
 - c. 10 percent perennial ryegrass (*Lolium perenne*).
 - d. 10 percent redtop (*Agrostis alba*).
 - 3. Shade: Proportioned by weight as follows:
 - a. 50 percent chewings red fescue (*Festuca rubra* variety).
 - b. 35 percent rough bluegrass (*Poa trivialis*).

- c. 15 percent redtop (*Agrostis alba*).

2.3 PLANTING MATERIALS

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, a minimum of 4 percent organic material content; free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth. Import topsoil from either of the following sources:
 - 1. Topsoil Source: Reuse surface soil stockpiled on-site and supplement with imported or manufactured topsoil from off-site sources when quantities are insufficient. Verify suitability of stockpiled surface soil to produce topsoil.
 - 2. Topsoil Source: Amend existing in-place surface soil to produce topsoil. Verify suitability of surface soil to produce topsoil. Surface soil may be supplemented with imported or manufactured topsoil from off-site sources.
- B. Inorganic Soil Amendments:
 - 1. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent.
 - 2. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 sieve and a maximum 10 percent passing through No. 40 sieve.
- C. Organic Soil Amendments
 - 1. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.
 - 2. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with pH range of 3.4 to 4.8.
 - 3. Peat: Finely divided or granular texture, with pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having water-absorbing capacity of 1100 to 2000 percent.
 - 4. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- D. Fertilizer:
 - 1. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
 - 2. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
 - 3. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - a. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soils reports from qualified testing agency.
 - 4. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - a. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soils reports from qualified testing agency.
- E. Mulches:

1. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.
2. Peat Mulch: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with pH range of 3.4 to 4.8.
3. Peat Mulch: Finely divided or granular texture, with pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having water-absorbing capacity of 1100 to 2000 percent.
4. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8.

2.4 PLANTING SOIL MIX

- A. Planting Soil Mix: Mix topsoil with the following soil amendments and fertilizers in the following quantities:
1. Ratio of Loose Compost to Topsoil by Volume: 1:4.
 2. Ratio of Loose Peat to Topsoil by Volume: **<Insert ratio.>**
 3. Ratio of Loose Wood Derivatives to Topsoil by Volume: **<Insert ratio.>**
 4. Weight of Lime per 1000 Sq. Ft.: **<Insert weight.>**
 5. Weight of Sulfur per 1000 Sq. Ft.: **<Insert weight.>**
 6. Weight of Bonemeal per 1000 Sq. Ft.: **<Insert weight.>**
 7. Weight of Superphosphate per 1000 Sq. Ft.: **<Insert weight.>**
 8. Weight of Commercial Fertilizer per 1000 Sq. Ft.: **<Insert weight.>**
 9. Weight of Slow-Release Fertilizer per 1000 Sq. Ft.: **<Insert weight.>**

PART 3 - EXECUTION

3.1 LAWN PREPARATION

- A. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 6 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
1. Apply superphosphate fertilizer directly to subgrade before loosening.
 2. Thoroughly blend planting soil mix off-site before spreading or spread topsoil, apply soil amendments and fertilizer on surface, and thoroughly blend planting soil mix.
 3. Spread planting soil mix to a depth of 6 inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
- B. Unchanged Subgrades: If lawns are to be planted in areas unaltered or undisturbed by excavating, grading, or surface soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least of 6 inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top 6 inches of soil. Till soil to a homogeneous mixture of fine texture.
 3. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, trash, and other extraneous matter.
 4. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.

- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future.
- D. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- E. Restore areas if eroded or otherwise disturbed after finish grading and before planting.

3.2 SEEDING

- A. Sow seed at the rate of 3 to 4 lb/1000 sq. ft.
- B. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray.
- C. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.
- D. Protect seeded areas from hot, dry weather or drying winds by applying peat mulch within 24 hours after completing seeding operations. Soak and scatter uniformly to a depth of 3/16 inch and roll to a smooth surface.

3.3 SODDING

- A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.
- B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.
 - 1. Lay sod across angle of slopes exceeding 1:3.
 - 2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.
- C. Saturate sod with fine water spray within two hours of planting. During first week, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches below sod.

3.4 SATISFACTORY LAWNS

- A. Satisfactory Seeded Lawn: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. (0.92 sq. m) and bare spots not exceeding 5 by 5 inches.

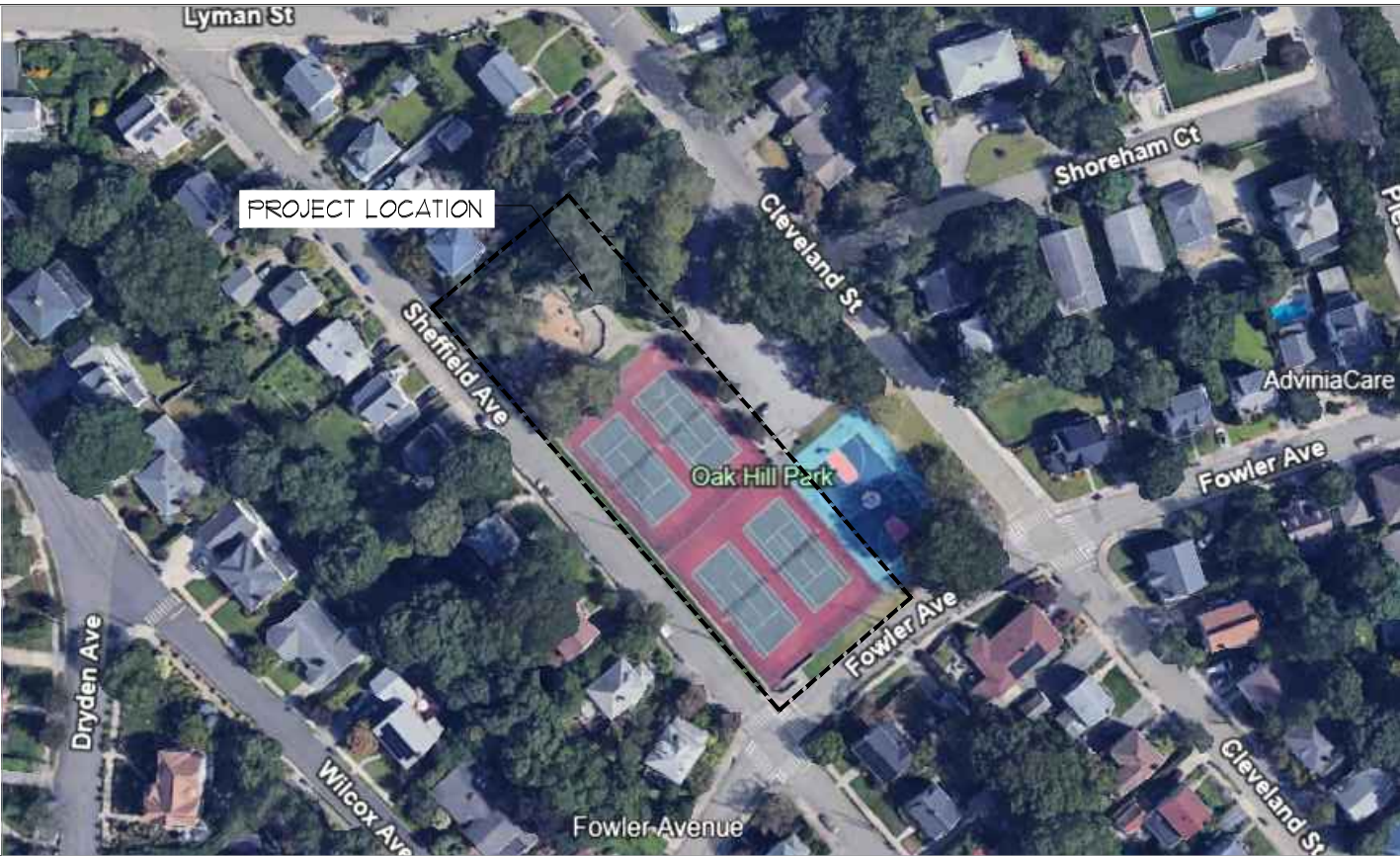
- B. Satisfactory Sodded Lawn: At end of maintenance period, a healthy, well-rooted, even-colored, viable lawn has been established, free of weeds, open joints, bare areas, and surface irregularities.
- C. Reestablish lawns that do not comply with requirements and continue maintenance until lawns are satisfactory.

END OF SECTION

Appendix H

Plan Issued for Bid

LOCUS MAP



LIST OF DRAWINGS

CS	COVER SHEET
AD1.0	EXISTING/DEMOLITION SITE PLAN
A1.0	CONSTRUCTION SITE PLAN
A1.1	TENNIS/PICKLEBALL COURT PLAN & DETAILS
A1.2	PLAYGROUND PLAN & DETAILS
A1.3	FENCE DETAILS
A1.4	CONCRETE WALKWAY & POURED-IN-PLACE DETAILS

CIVIL DRAWINGS

SHEET 1	EXISTING CONDITIONS PLAN
SHEET 2	EROSION CONTROL AND DEMOLITION PLAN
SHEET 3	SITE LAYOUT AND DRAINAGE PLAN
SHEET 4	SITE DETAILS
SHEET 5	SITE DETAILS

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL MATERIALS AND EQUIPMENT/APPLETENANCES, AND MAINTAINING SAFE CONDITIONS WITHIN THE PROPOSED CONSTRUCTION AREA. THE CONTRACTOR SHALL DESIGN AND INSTALL ADEQUATE SHORING AND BRACING FOR ALL STRUCTURAL OR REMOVAL TASKS. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY DAMAGES & INJURIES RESULTING FROM AND DURING THE EXECUTION OF THE WORK.

2. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH THE OWNER, HIS SUBCONTRACTORS & APPLICABLE DISCIPLINES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS FROM SITE, REMOVE AND DISPOSE DAILY.

4. THE CONTRACTOR SHALL NOT SEPARATE CONSTRUCTION DOCUMENTS FOR DISTRIBUTION TO SUBCONTRACTORS. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND "CROSS-REFERENCING" DRAWINGS & SECTIONS OF THE PROJECT MANUAL.

5. CONTRACTORS SHALL VISIT THE SITE AND CAREFULLY EXAMINE THE AREAS IN QUESTION AS TO CONDITIONS WHICH MAY ADVERSELY AFFECT PROPER EXECUTION OF THE WORK. ALL DIMENSIONS AND QUANTITIES SHALL BE DETERMINED OR VERIFIED BY THE CONTRACTOR. NO CLAIMS FOR EXTRA COSTS WILL BE ALLOWED BECAUSE OF LACK OF FULL KNOWLEDGE OF THE EXISTING CONDITIONS UNLESS AGREED TO IN ADVANCE WITH THE OWNER AND/OR ARCHITECT.

6. ALTHOUGH NOTES HEREIN MAY READ "REMOVE AND DISPOSE", OWNER SHALL HAVE FIRST RIGHT OF REFUSAL OF ALL FURNISHINGS, MATERIALS, EQUIPMENT, ETC. IF OWNER DECIDES TO KEEP ITEMS, CONTRACTOR SHALL CAREFULLY REMOVE ITEM AND STORE AS DIRECTED BY THE OWNER. ALL OTHER ITEMS SHALL BE DISPOSED OF IN A PROPER MANNER AND AS APPROVED BY THE ARCHITECT.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL DEMOLITION REQUIRED FOR A COMPLETE AND PROPER JOB, WHETHER OR NOT REFERENCE IS MADE BY WAY OF NOTES AND DESIGNATIONS.

8. ALL WORK SHALL COMPLY WITH OSHA, FEDERAL, STATE, BUILDING, AND FIRE AND LIFE/SAFETY CODES, WHICHEVER IS MOST STRINGENT.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND EXAMINING THE EXISTING SYSTEMS, MATERIALS, EQUIPMENT AND OTHER RELATED ITEMS OF WORK PRIOR TO SUBMITTING BID AND PRIOR TO CONSTRUCTION.
10. THE CONTRACTOR SHALL CHECK ALL DIMENSIONS AND ACCEPT RESPONSIBILITY FOR DIMENSIONAL CORRECTNESS.

11. THE CONTRACTOR SHALL CONFINE HIS OPERATIONS TO THE AREA(S) DESIGNATED BY THE OWNER.

12. REPAIR/RESTORE, TO ORIGINAL/NEW CONDITION, AT NO COST TO THE OWNER, ALL EXISTING ITEMS, MATERIALS, SURFACES, ETC. (INCLUDING AREAS NOT DESIGNATED FOR NEW CONSTRUCTION SHOWN ON THE DRAWINGS) WHICH ARE DAMAGED DURING CONSTRUCTION. ALL RELATED COSTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

13. PROVIDE NEW SOD AT ALL DAMAGED LAWN AREAS. PROVIDE MAINTENANCE AND WATERING A MINIMUM OF TWICE PER DAY FOR A MINIMUM OF 60 DAYS, OR UNTIL THE OWNER AND/OR ARCHITECT ACCEPTS THE LAWN AREAS, IN WRITING.

14. REPAIR EXISTING PAVING DAMAGED BY THIS CONTRACTOR DURING CONSTRUCTION. SAW-CUT EXISTING PAVING FOR CONTINUITY MATCH.

15. ANY WORK WHICH DEVIATES FROM THAT SPECIFIED IN THE CONTRACT DOCUMENTS, CHANGED BY THE CONTRACTOR, INVOLVING THE SUBSTITUTION OF MATERIALS/EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE GENERAL CONTRACTOR.

16. DELAYS CAUSED BY IMPROPER PLANNING WILL NOT BE TOLERATED, NOR ACCEPTABLE. CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR UNNECESSARY DELAYS IN THE CONTRACT.

17. CONTRACTOR SHALL NOT PROCEED WITH ANY ADDITIONAL WORK ABOVE AND BEYOND THAT SPECIFIED IN THESE CONTRACT DOCUMENTS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT. CONTRACTOR SHALL OTHERWISE DO SO AT HIS OWN EXPENSE.

18. CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY VISUAL AND PROTECTIVE PARTITIONS AROUND CONSTRUCTION AS MAY BE NECESSARY TO ASSURE THE SAFETY OF ALL PERSONS AUTHORIZED OR UNAUTHORIZED. ALL PARTITIONS ARE TO CONSTRUCTED AS REQUIRED BY LOCAL, STATE, AND FEDERAL LAWS, CODES OR REGULATIONS.

GENERAL CONTRACTOR TO NOTIFY DIG SAFE AND THE PAWTUCKET WATER DEPARTMENT BEFORE ANY WORK BEGINS.

OAK HILL PARK TENNIS COURTS AND
PLAYGROUND RENOVATIONS
CITY OF PAWTUCKET

OAK HILL PARK
FOWLER AVENUE
PAWTUCKET, RHODE ISLAND 02860



DEPARTMENT OF PUBLIC WORKS
250 ARMISTICE BOULEVARD
PAWTUCKET, RI 02860

MAYOR
HONORABLE DONALD R. GREBIEN

ISSUED FOR BID
JULY 28, 2026



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Job No. 24-015

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EXISTING/DEMOLITION
SITE PLAN

Drawing No.

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SUBGRADE PREPARATION:

- A SOIL EXAMINATION SHOULD BE MADE TO DETERMINE ITS SUITABILITY AS A FOUNDATION MATERIAL. TREES AND OTHER VEGETATION INCLUDING THEIR ROOT SYSTEM MUST BE REMOVED FROM THE SITE AND THE SOIL TREATED WITH A STERILIZING AGENT THAT WILL EFFECTIVELY INHIBIT FUTURE FLORA GROWTH BECAUSE THE EARTH SUBGRADE MUST SERVE BOTH AS A WORKING PLATFORM TO SUPPORT CONSTRUCTION EQUIPMENT AND AS THE FOUNDATION FOR THE PAVEMENT STRUCTURE, IT IS MOST IMPORTANT TO SEE THAT THE SUBGRADE IS PROPERLY COMPACTED AND GRADED. ALL TOPSOIL SHOULD BE REMOVED AND LOW-QUALITY SOILS MUST BE IMPROVED BY ADDING ASPHALT OR OTHER SUITABLE ADMIXTURES SUCH AS LIME OR GRANULAR MATERIALS.
- THE SITE SHOULD BE EXCAVATED AND FILLED TO PROVIDE THE FINISHED GRADES SHOWN ON THE PLANS OR ESTABLISHED BY THE OWNER. ANY SOFT, YIELDING MATERIAL SHOULD BE REPLACED WITH SUITABLE MATERIALS IS NOT GREATER THAN SIX INCH (6") LIFTS AND COMPACTED TO A DENSITY OF 95 PERCENT (95%) STANDARD DENSITY AT OPTIMUM MOISTURE. GOOD COMPACTION IS PARTICULARLY IMPORTANT IN TENNIS COURT CONSTRUCTION. AS SUBSEQUENT SETTLEMENT OF THE SUBGRADE MAY CAUSE CRACKING IN THE COURT SURFACE, THE SUBGRADE SHOULD BE SHAPED TO TRUE AND EVEN LINES SO AS TO ENSURE A UNIFORM THICKNESS OF BASE COURSE. SUBGRADE SURFACE SHOULD HAVE A MAXIMUM VARIANCE OF PLUS OR MINUS $\frac{1}{4}$ ".

LEGEND

- UP-PS
10
EXISTING UTILITY POLE TO REMAIN
- UP-FL
DO
EXISTING LIGHTING POLE TO REMAIN
- EXISTING TREE TO REMAIN (APPROX. LOCATION)
- EXISTING CRACK IN TENNIS COURT SURFACE (APPROX. LOCATION)
- EXISTING CHAIN LINK FENCE TO REMAIN

DEMO LEGEND

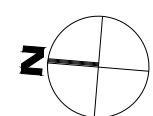
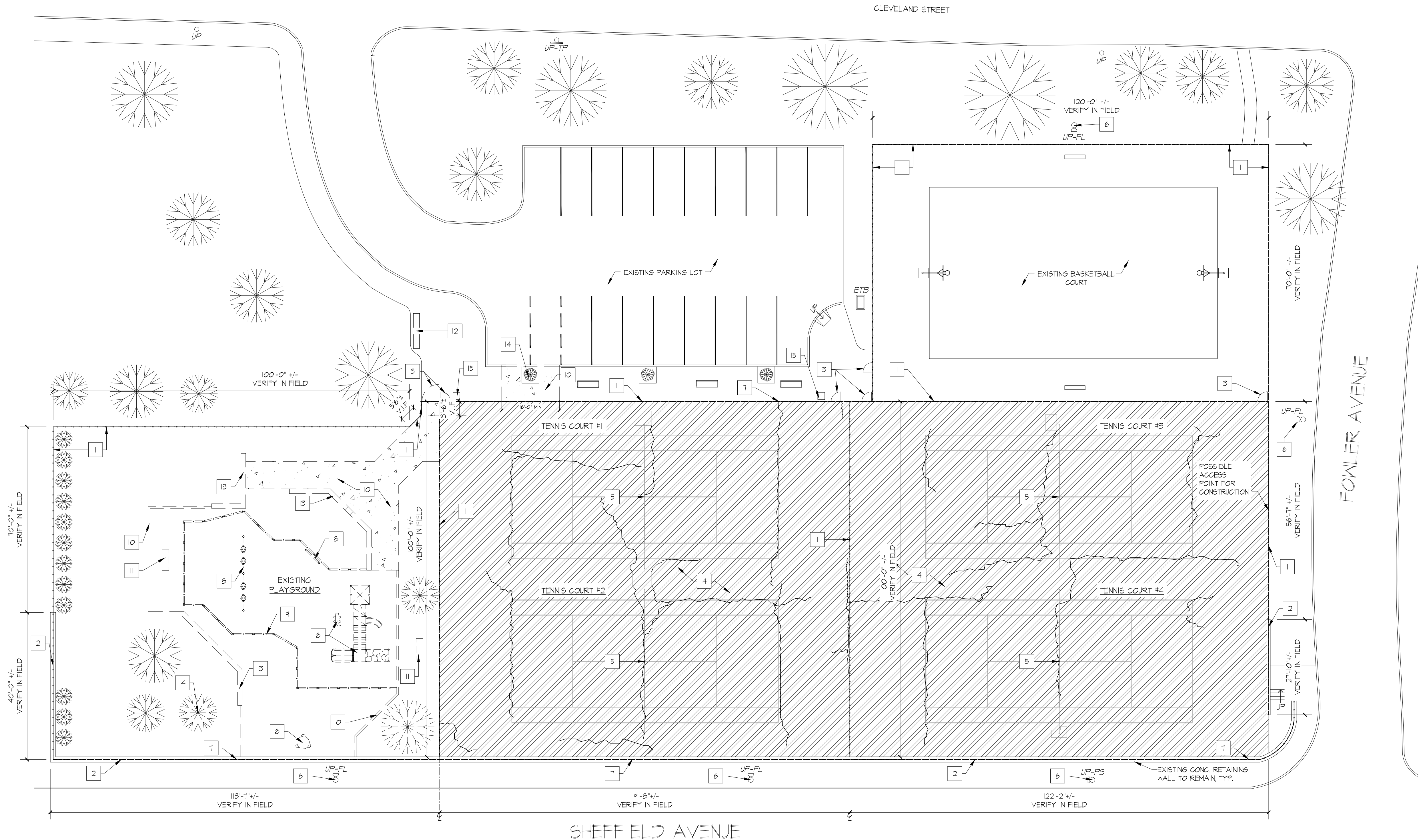
- EXISTING CHAIN LINK FENCE TO BE REMOVED
- EXISTING ASPHALT TO BE REMOVED
- EXISTING CONCRETE WALKWAY TO BE REMOVED

GENERAL CONSTRUCTION NOTES:

- GENERAL CONTRACTOR TO NOTIFY DIG SAFE AND THE CITY OF PAWTUCKET WATER DEPARTMENT BEFORE ANY WORK BEGINS.
- GENERAL CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS BEFORE ANY WORK BEGINS. ANY DISCREPANCIES OR UNANTICIPATED CONDITIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT.
- GENERAL CONTRACTOR TO REMOVE ALL ANCHORS, SUPPORTS AND FASTENERS ASSOCIATED WITH EXISTING EQUIPMENT, MATERIALS, FINISHES AND FIXTURES.
- GENERAL CONTRACTOR TO PROTECT EXISTING SURFACES NOT REQUIRED TO BE REMOVED. REPLACE TO MATCH EXISTING IF DAMAGED DURING CONSTRUCTION.
- GENERAL CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEMOLITION MATERIALS, UNLESS OTHERWISE NOTED OR REQUESTED BY OWNER.
- ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES AND APPLICABLE REFERENCED STANDARDS.
- GENERAL CONTRACTOR TO PROVIDE ALL LABOR, MATERIALS & EQUIPMENT NECESSARY TO PERFORM ALL WORK SHOWN ON PLANS AND SPECIFICATIONS.
- GENERAL CONTRACTOR SHALL NOT SCALE THESE DRAWINGS FOR CONSTRUCTION PURPOSES. IN THE EVENT OF OMISSION OF NECESSARY DIMENSIONS OR INFORMATION, CONTRACTOR SHALL NOTIFY ARCHITECT.
- ALL PLANS ARE ASSUMED TO BE TYPICAL CONDITIONS UNLESS DETAILED OR NOTED OTHERWISE.
- GENERAL CONTRACTOR TO PROVIDE AND MAINTAIN TEMPORARY VISUAL AND PROTECTIVE BARRIERS AROUND CONSTRUCTION AS MAY BE NECESSARY TO ASSURE THE SAFETY OF ALL PERSONS AUTHORIZED OR UNAUTHORIZED.
- EXISTING TREES TO REMAIN WILL BE PROTECTED FROM DAMAGES BOTH ABOVE AND BELOW GRADE, TYPICAL. AREA WITHIN TREE PROTECTION PERIMETER SHALL REMAIN FREE AND CLEAR FOR THE DURATION OF THE PROJECT.
- SITE PLAN IS APPROXIMATE AND WAS DERIVED FROM ONLINE MAPS.

DEMOLITION KEY NOTES

- REMOVE & DISPOSE OF EXISTING 10FT CHAIN LINK FENCE IN ITS ENTIRETY.
- REMOVE & DISPOSE OF EXISTING 6FT CHAIN LINK FENCE RAILS & FABRIC. EXISTING POSTS TO REMAIN; PROTECT FROM DAMAGE.
- REMOVE & DISPOSE OF EXISTING GATE & ASSOCIATED HARDWARE.
- EXISTING TENNIS ASPHALT PAVING SYSTEM (SURFACE, BASE, AND AGGREGATE) TO BE REMOVED IN ITS ENTIRETY; VERIFY SUB GRADE IS STABLE, COMPACTED, AND WELL-DRAINED SOIL SUB-BASE FOR NEW PAVING SYSTEM.
- REMOVE EXISTING TENNIS NET ASSEMBLIES, INCLUDING BUT NOT LIMITED TO ALL POSTS, NETS, AND FOOTINGS IN ITS ENTIRETY.
- EXISTING LIGHTING POLE TO REMAIN; PROTECT FROM DAMAGE.
- REMOVE & DISPOSE OF SIGNAGE ON FENCE IN ITS ENTIRETY.
- REMOVE AND DISPOSE OF EXISTING PLAYGROUND SWING SETS, STRUCTURES, AND EQUIPMENT INCLUDING SUPPORTS, ANCHORS AND FOOTINGS IN ITS ENTIRETY.
- REMOVE & DISPOSE OF EXISTING RUBBER PERIMETER, WOOD CHIPS AND SURFACE BASE IN ITS ENTIRETY; VERIFY SUB GRADE IS STABLE, COMPACTED AND WELL DRAINED SOIL SUB-BASE FOR NEW RUBBER SYSTEM.
- REMOVE AND DISPOSE OF EXISTING CONCRETE SLAB AND CONCRETE CURB IN THEIR ENTIRETY. REFER TO CIVIL DRAWINGS FOR FURTHER INFORMATION.
- REMOVE & DISPOSE OF EXISTING BENCH & CONCRETE FOOTINGS IN ITS ENTIRETY.
- REMOVE & DISPOSE OF EXISTING BIKE RACK IN ITS ENTIRETY.
- REMOVE AND DISPOSE OF EXISTING CONCRETE RETAINING WALLS IN THEIR ENTIRETY.
- REMOVE EXISTING TREE, GRATES, STUMPS, ETC AS REQUIRED.
- REMOVE & SALVAGE EXISTING TRASH/RECYCLING RECEPTACLE IN ITS ENTIRETY.



EXISTING/DEMO SITE PLAN

SCALE: 1/16" = 1'-0"



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Drawing Name

CONSTRUCTION
SITE PLAN

Drawing No.

A1.0

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DRAINAGE AND SLOPE PROVISIONS

- IN ORDER TO PROPERLY DRAIN THE FINISHED COURT SURFACE(S) SHOULD HAVE A MINIMUM SLOPE OF ONE INCH (1") IN EVERY TEN FEET (10') ON A TRUE PLANE FROM SIDE TO SIDE, END TO END, OR CORNER TO CORNER. THE (2" DIFFERENCE IN ELEVATION FROM ONE END TO THE OTHER (8" IN THE IN-BOUNDS AREA) IS NOT NOTICEABLE BY THE PLAYERS, THE SURFACE SHOULD NOT SLOPE AWAY IN TWO DIRECTIONS FROM THE NET.
- THE PERIMETER DRAINAGE DITCH SHOULD HAVE ADEQUATE SLOPE AND OUTLETS TO PREVENT THE RETENTION OF WATER.

PERIMETER EDGING

- AN EDGING OF BRICK, CONCRETE, STEEL, OR TREATED WOOD SHOULD BE INSTALLED AROUND THE ENTIRE PERIMETER OF THE COURT AREA. TOP ELEVATION OF THE EDGING SHOULD BE ONE-HALF (1/2") BELOW THE FINISHED GRADE LEVEL AND THE COURT'S SURFACE COURSE SHOULD BE TAPERED FROM SIX INCHES (6") OUT TO MEET IT.

BASE CONSTRUCTION (ASPHALT)

- THE ASPHALT CONCRETE SHOULD MEET RHODE ISLAND DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR THE TYPE OF MIX SPECIFIED. THE SPECIFIED THICKNESS OF ASPHALT CONCRETE SHOULD BE PLACED IN ONE LIFT ON THE PREPARED SUBGRADE. THE MATERIAL AS THIS SPREAD SHOULD BE COMPACTED TO THE REQUIRED UNIFORM DENSITY BY ROLLING WITH A POKERED STEEL TANDEM ROLLER WEIGHING EIGHT TO TEN (8-10) TONS OR BY OTHER EQUIPMENT PRODUCING EQUIVALENT DENSITY. THE FINISHED BASE SHOULD CONFORM TO THE TRUE LINES AND GRADE AS ESTABLISHED ON THE PLANS OR BY THE OWNER WITH A VARIANCE OF NOT MORE THAN ONE-HALF INCH WHEN MEASURED WITH A TEN FOOT (10') STRAIGHT EDGE.

BASE CONSTRUCTION (AGGREGATE)

- THE CRUSHED AGGREGATE SHOULD BE PLACED AND COMPACTED TO A UNIFORM THICKNESS AND REQUIRED DENSITY WITH A MAXIMUM GRADE VARIANCE OF ONE-HALF INCH (1/2") IN TEN FEET (10') MEASURED IN ANY DIRECTION. ALL AGGREGATE MATERIAL SHOULD CONFORM TO RHODE ISLAND DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. COMPACTION IN THE CONSTRUCTION OPERATION IS MOST IMPORTANT TO THE PERFORMANCE OF THE COMPLETED ASPHALT PAVEMENT, REGARDLESS OF THE THICKNESS OF THE COURSE BEING PLACED. COMPACTION SHOULD BE ACCOMPLISHED BY ROLLING WITH AN EIGHT TO TEN (8-10) TON POKERED STEEL WHEEL ROLLER OR OTHER EQUIPMENT CAPABLE OF PRODUCING EQUIVALENT DENSITY. UNDER NO CIRCUMSTANCES SHOULD THE COMPACTED AGGREGATE THICKNESS BE LESS THAN FOUR INCHES (4").

TACK COAT (IF NEEDED)

- PRIOR TO PLACEMENT OF SUCCESSIVE PAVEMENT LAYERS, THE PREVIOUS COURSE SHOULD BE CLEANED AND, IF NEEDED, A TACK COAT OF DILUTED EMULSIFIED ASPHALT APPLIED. THE TACK COAT MAY BE ELIMINATED IF THE PREVIOUS COURSE IS FRESHLY PLACED AND THOROUGHLY CLEAN.

ASPHALT SURFACE COURSE

- MATERIAL FOR THE SURFACE COURSE SHOULD BE ASPHALT CONCRETE PLACED IN ONE OR MORE LIFTS TO THE TRUE LINE AND GRADE AS SHOWN ON THE PLANS OR SET BY THE OWNER. THE ASPHALT CONCRETE SHOULD CONFORM TO RHODE ISLAND DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR THE ASPHALT CONCRETE SPECIFIED. THE ASPHALT SURFACE SHOULD NOT VARY FROM ESTABLISHED GRADE BY MORE THAN ONE-EIGHTH INCH (1/8") IN TEN FEET (10') WHEN MEASURED IN ANY DIRECTION.

LAYOUT

- THE BASIC LAYOUT OF A TENNIS COURT AND DIMENSIONS ARE ILLUSTRATED IN DETAIL 1/A1.1. POST FOUNDATIONS SHOULD BE TWENTY-FOUR INCHES (24") IN DIAMETER AT THE TOP, THIRTY (30") INCHES IN DIAMETER AT THE BOTTOM, AND NOT LESS THAN THIRTY-SIX (36") IN DEPTH. THE DIMENSION BETWEEN POSTS IS THIRTY-THREE FEET (33') ON SINGLE COURTS AND FORTY-TWO FEET (42') ON DOUBLE COURTS. NEW POSTS ARE GALVANIZED, TWO AND SEVEN-EIGHTHS INCHES (2 7/8") IN DIAMETER AND EQUIPPED WITH A NET TIGHTENING DEVICE. THE STANDARD NET IS FORTY-TWO FEET (42') IN LENGTH AND THREE FEET THREE INCHES (3'-3") HIGH.

COLOR FINISH COURSE (OPTIONAL)

- THE USE OF COLOR FINISH ON ASPHALT TENNIS COURT SURFACES IS BECOMING INCREASINGLY POPULAR. FREQUENTLY USED COLORS ARE GRASS GREEN AND TILE RED, OR A COMBINATION OF THE TWO. PRIOR TO THE ADDITION OF ANY COLOR COURSE, THE ENTIRE SURFACE SHOULD BE FLOODED WITH WATER AND ALLOWED TO DRAIN. ANY DEPRESSIONS THAT HOLDS WATER DEEPER THAN ONE-EIGHTH INCH (1/8") SHOULD BE PATCHED. THERE IS A WIDE VARIETY OF COLOR SURFACES AVAILABLE FOR TENNIS COURT CONSTRUCTION. COLOR SURFACE MANUFACTURER'S SPECIFICATIONS SHOULD BE FOLLOWED FOR THE ADDITION OF ANY COLOR OR TEXTURED SURFACE.

PLAYING LINES

- A MINIMUM OF THIRTY DAYS (30) WAITING TIME FOLLOWING CONSTRUCTION IS RECOMMENDED BEFORE THE APPLICATION OF PLAYING LINES. LATEX STRIPING PAINT SHOULD BE USED AND PLACED NO THICKER THAN NECESSARY FOR DELINEATION. BASELINES SHOULD NOT BE MORE THAN FOUR INCHES (4") WIDE AND PLAYING LINES NOT MORE THAN TWO INCHES (2") WIDE, ACCURATELY LOCATED AND MARKED IN ACCORDANCE WITH THE RULES OF THE UNITED STATES TENNIS ASSOCIATION. IF A COLOR FINISH HAS BEEN APPLIED, THE STRIPING PAINT SHOULD BE OF A MANUFACTURER AND TYPE RECOMMENDED BY THE SURFACE COATING MANUFACTURER, PAINTED IN ACCORDANCE WITH THE PAINT MANUFACTURER'S STANDARD SPECIFICATIONS. TRAFFIC, OIL, ALKYD, OR SOLVENT-TYPE PAINTS SHOULD NOT BE USED.

LEGEND

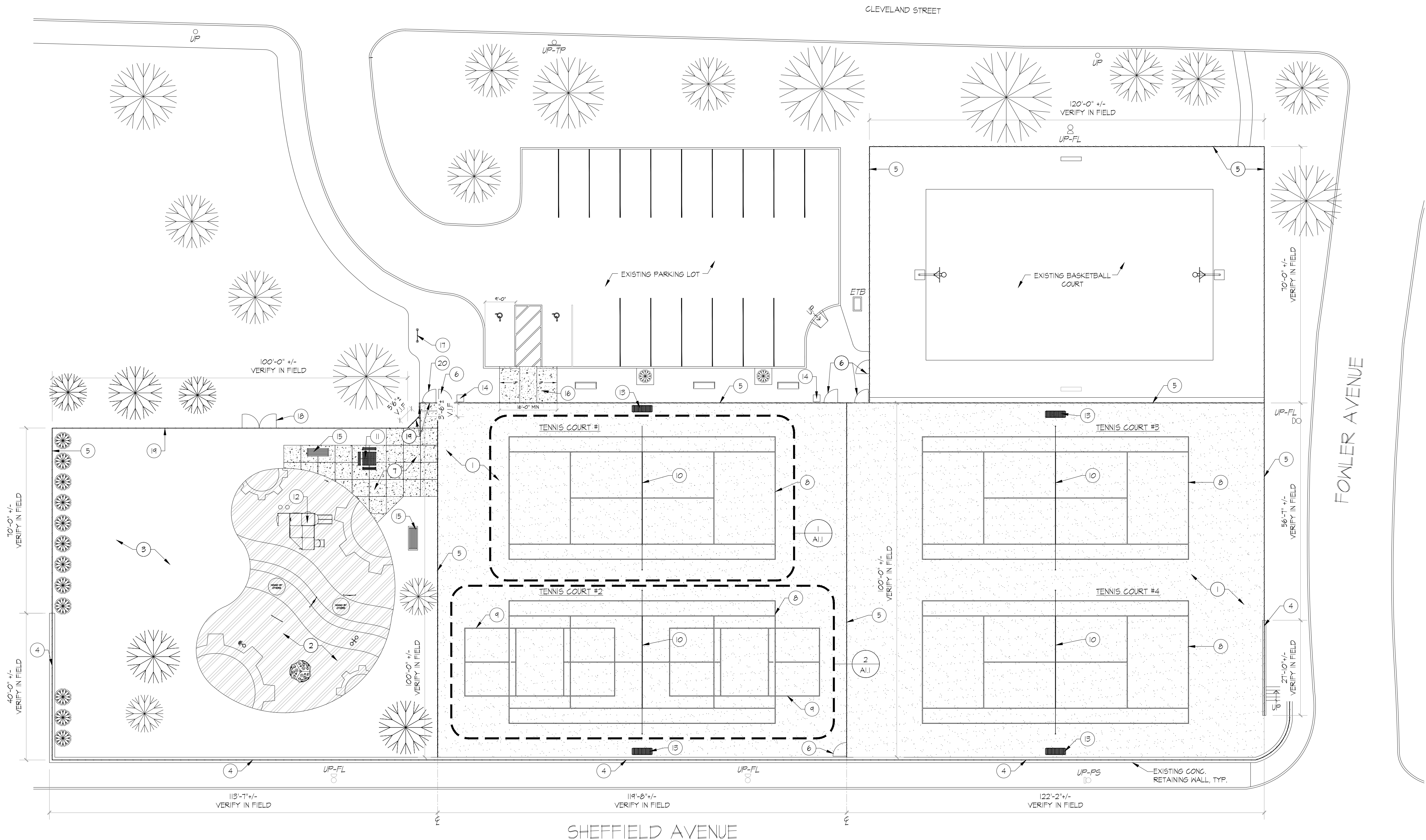
- UP-PS
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DO
- EXISTING UTILITY POLE TO REMAIN
EXISTING LIGHTING POLE TO REMAIN
EXISTING TREE TO REMAIN (APPROX. LOCATION)
EXISTING CHAIN LINK FENCE TO REMAIN

CONSTRUCTION LEGEND

- NEW ASPHALT PAVING
NEW CONCRETE WALKWAY
NEW RUBBER
POURED-IN-PLACE SURFACING

CONSTRUCTION KEY NOTES

- INSTALL NEW ASPHALT TENNIS COURT AS SHOWN. SEE DETAIL 4/A1.1
- INSTALL NEW POURED-IN-PLACE RUBBER SURFACING AND MOUND AS SHOWN. SEE DETAILS 3/A1.4 & 4/A1.4.
- PROVIDE FOR NEW SEED THROUGHOUT. REFER TO SPECIFICATIONS.
- PROVIDE NEW 6' CHAIN LINK FENCE WITHOUT WINDSCREEN AND ACCESSORIES. PLACE SLEEVES OVER EXISTING POSTS. SEE DETAIL 2/A1.3 & 4/A1.3.
- INSTALL NEW 10' CHAIN LINK FENCE, POSTS, FABRIC, AND ACCESSORIES. SEE DETAIL 3/A1.3
- INSTALL NEW GATE 4'-0"X1'-0" H. SEE DETAIL 8/A1.3.
- INSTALL NEW CONCRETE WALKWAY AS SHOWN. SEE DETAIL 1/A1.2, 1/A1.4 & 2/A1.4.
- PROVIDE NEW TENNIS COURT STRIPING (TYP. OF 4). SEE DETAIL 1/A1.1.
- PROVIDE NEW PICKLE BALL COURT STRIPING (TYP. OF 2). SEE DETAIL 2/A1.1.
- PROVIDE NEW POST AND NETS. SEE DETAILS 3/A1.1 AND 7/A1.1.
- INSTALL NEW ADA PICNIC TABLE ANCHORED TO CONCRETE WALKWAY.
- FURNISH AND INSTALL NEW PLAYGROUND EQUIPMENT. SEE DETAIL 1/A1.2
- INSTALL NEW BENCH ON TENNIS COURT. SEE DETAILS 5/A1.1 AND 6/A1.1.
- REINSTALL EXISTING TRASH/RECYCLING RECEPTACLE.
- INSTALL NEW BENCH ON CONCRETE WALKWAY. SEE DETAILS 2/A1.2 AND 3/A1.2.
- PROVIDE NEW CURB CUT AND ADA COMPLIANT CONCRETE RAMP AND SIDEWALK. REFER TO CIVIL DRAWINGS FOR FURTHER INFORMATION.
- INSTALL NEW BIKE RACK ANCHORED TO CONCRETE WALKWAY.
- INSTALL NEW DOUBLE 5'-0"X4'-0" H GATE. SEE DETAIL 9/A1.3.
- INSTALL NEW 4' CHAIN LINK FENCE, POSTS, FABRIC, AND ACCESSORIES. SEE DETAIL 1/A1.3
- INSTALL NEW 4'-0"X4'-0" H GATE.

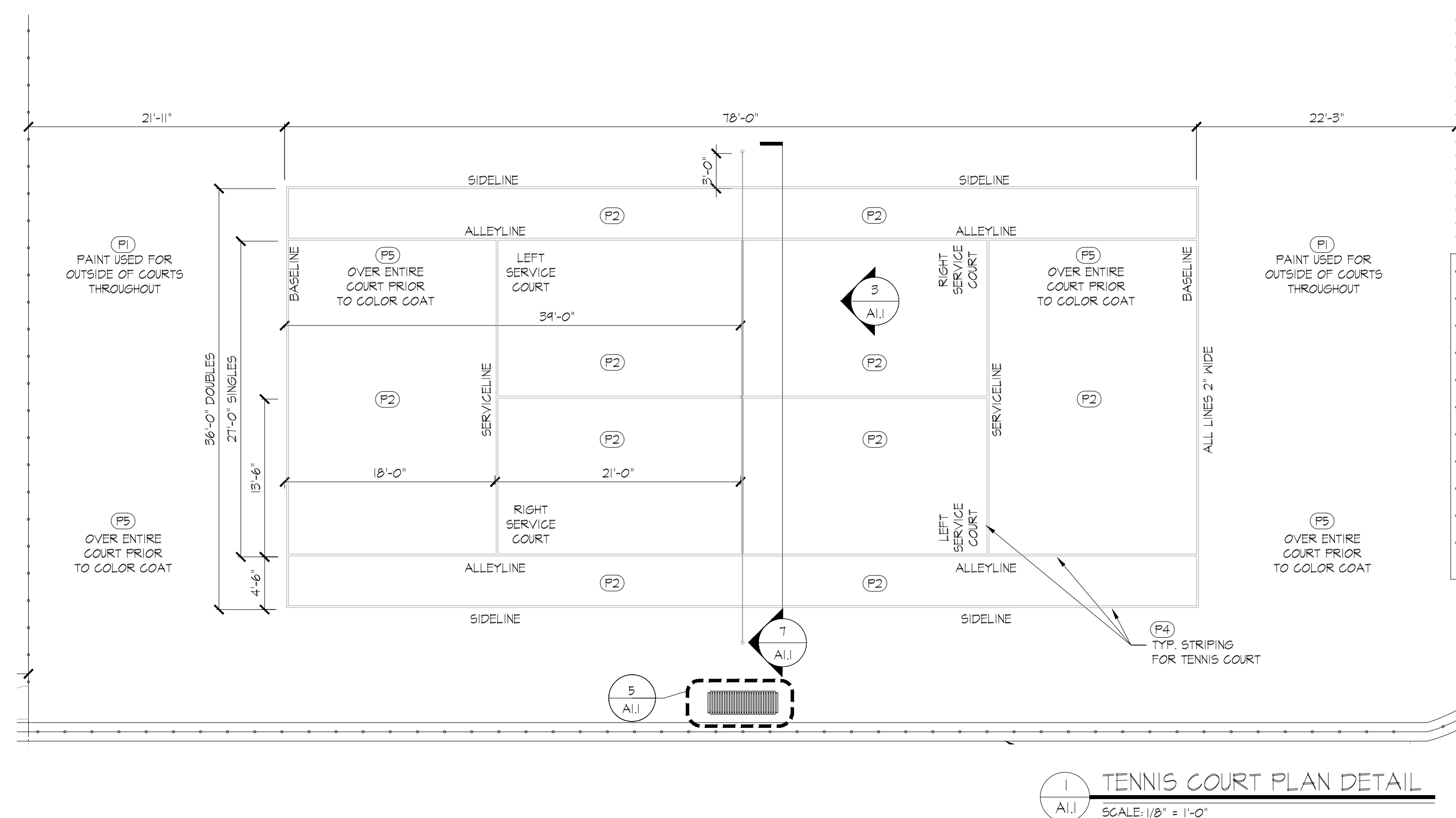
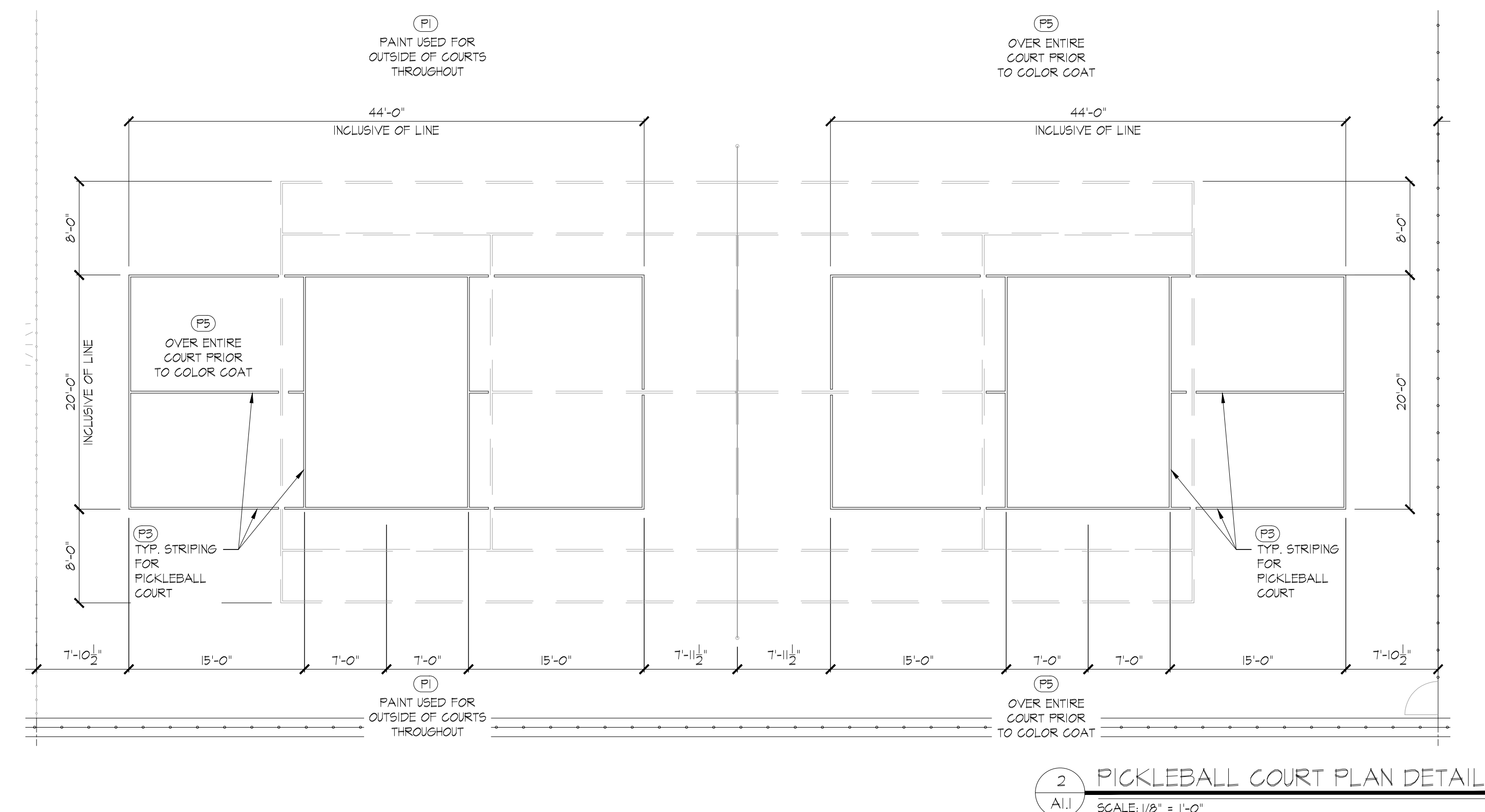
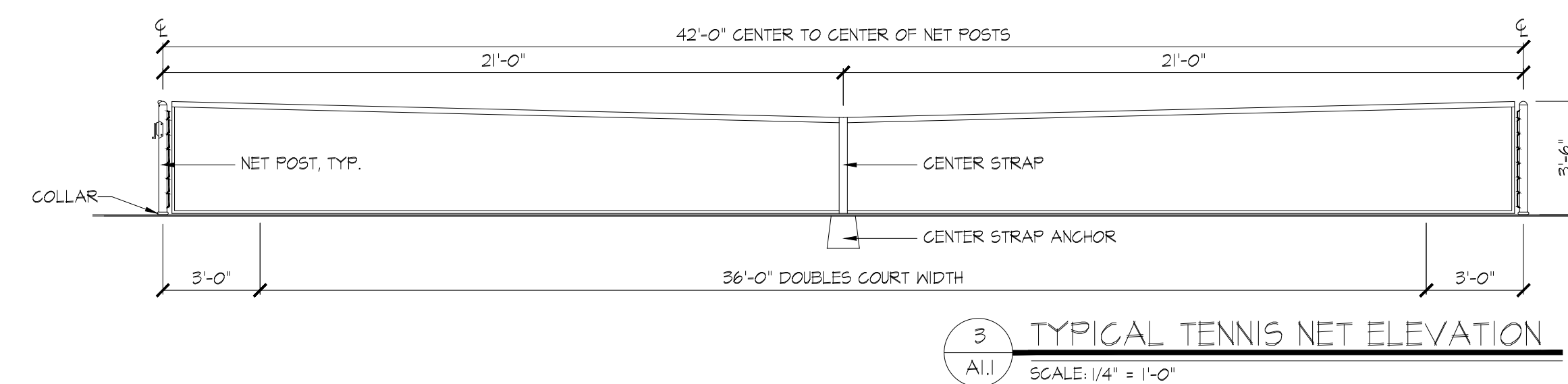


CONSTRUCTION SITE PLAN

SCALE: 1/16" = 1'-0"



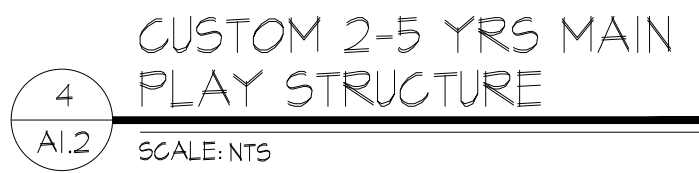
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TENNIS/PICKLEBALL COURT FINISH SCHEDULE					
TAG	MATERIAL / DESCRIPTION	MFR	STYLE/ CAT. NO.	COLOR	NOTES
(P1)	ACRYLIC PAINT	LATEX-ITE	LATEX-ITE ACRYLIC COLOR SYSTEM	TOURNAMENT GREEN	PERIMETER OF COURTS
(P2)	ACRYLIC PAINT	LATEX-ITE	LATEX-ITE ACRYLIC COLOR SYSTEM	LIGHT BLUE	TENNIS/PICKLE BALL COURT
(P3)	ACRYLIC PAINT	LATEX-ITE	ALPHA GRIP NON-SLIP STRIPE AND ATHLETIC COURT PAINT	YELLOW	PICKLE BALL COURT LINES
(P4)	LINE PAINT	DECO TURF	H-HIDE LINE PAINT #20-22 006020	WHITE	TENNIS COURT LINES
(P5)	RESURFACER	LATEX-ITE	LATEX-ITE ACRYLIC RESURFACER (TEXTURED)	N/A	TO BE APPLIED ON ENTIRE COURT PRIOR TO GRASS COAT

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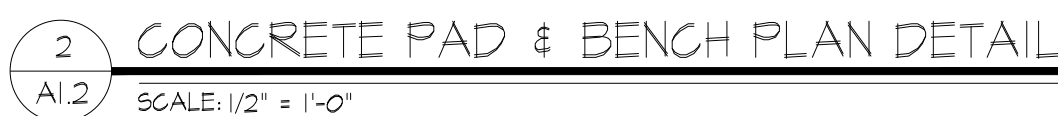
PLAYGROUND FINISH SCHEDULE					
TAG	MATERIAL / DESCRIPTION	MFR	STYLE/ CAT. NO.	COLOR	NOTES
(P1)	RUBBER POUR IN PLACE SURFACING	SURFACE AMERICA	PLAYGROUND: POURED-IN-PLACE PLAYGROUND SURFACING	COBALT BLUE	TO BE APPLIED FOR PLAYGROUND SURFACING
(P2)	RUBBER POUR IN PLACE SURFACING	SURFACE AMERICA	PLAYGROUND: POURED-IN-PLACE PLAYGROUND SURFACING	AQUAMARINE	TO BE APPLIED FOR PLAYGROUND SURFACING
(P3)	RUBBER POUR IN PLACE SURFACING	SURFACE AMERICA	PLAYGROUND: POURED-IN-PLACE PLAYGROUND SURFACING	CITRUS ORANGE	TO BE APPLIED FOR PLAYGROUND SURFACING

- ① FURNISH AND INSTALL NEW PLAY STRUCTURE; SEE DETAIL 4/A/2.
- ② FURNISH AND INSTALL NEW WELCOME SIGN; SEE DETAIL 5/A/2.
- ③ FURNISH AND INSTALL NEW LEARNING WALL; SEE DETAIL 10/A/2.
- ④ FURNISH AND INSTALL NEW LEARNING WALL; SEE DETAIL 11/A/2.
- ⑤ FURNISH AND INSTALL NEW PLAY STRUCTURE; SEE DETAIL 7/A/2.
- ⑥ FURNISH AND INSTALL NEW PLAY STRUCTURE; SEE DETAIL 8/A/2.
- ⑦ FURNISH AND INSTALL NEW LEARNING WALL; SEE DETAIL 12/A/2.
- ⑧ FURNISH AND INSTALL NEW PLAY STRUCTURE; SEE DETAIL 9/A/2.
- ⑨ INSTALL NEW CONCRETE WALKWAY AS SHOWN. SEE DETAIL 11/A/4.
- ⑩ INSTALL NEW RUBBER SURFACING AND MOUND AS SHOWN. SEE DETAILS 3/A/4 & 4/A/4.
- ⑪ INSTALL NEW BENCH ON CONCRETE WALKWAY. SEE DETAILS 2/A/2 AND 3/A/2.
- ⑫ INSTALL NEW ADA PICNIC TABLE ANCHORED TO CONCRETE WALKWAY ELEV. FOR ADA ACCESS.

FOR FURTHER INFORMATION REFER TO MEGHAN O'BRIEN

EMAIL: MEGHANOBRIEN@OBIENANDSONS.COM

PHONE: 508-359-4200





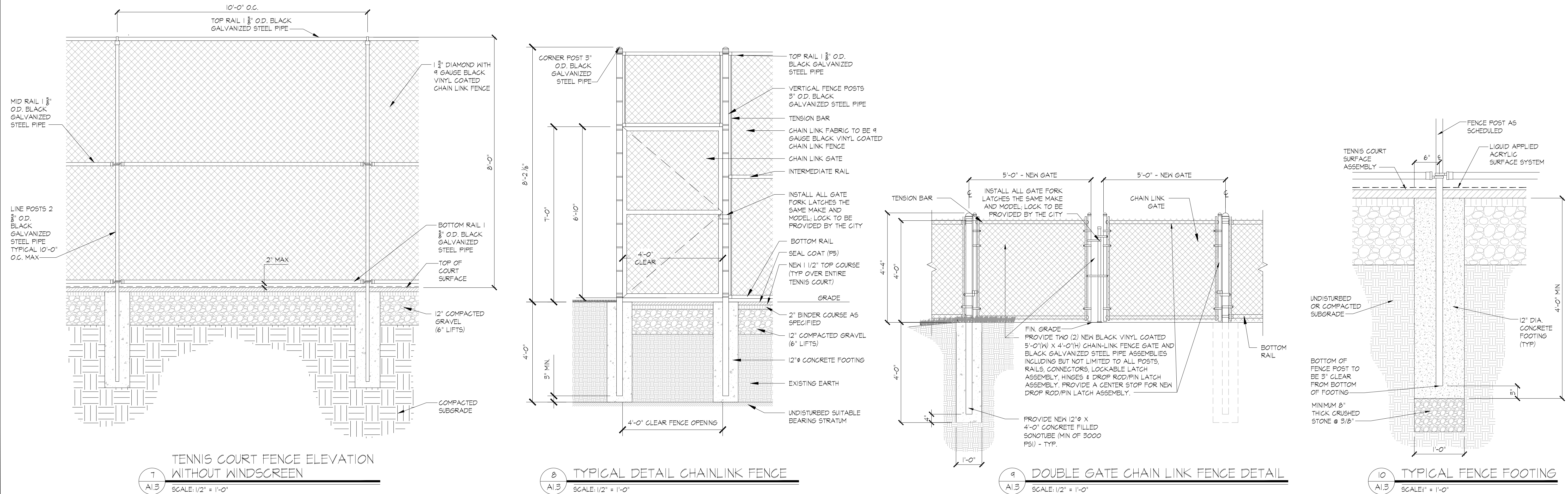
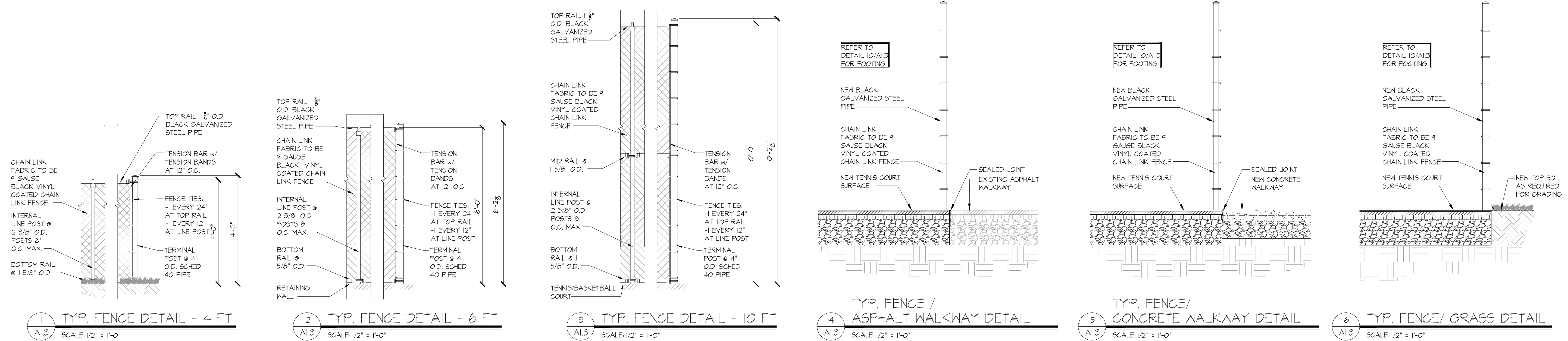
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Date 07.16.2026
Drawn by JEM
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Drawing Name

FENCE DETAILS

Drawing No.

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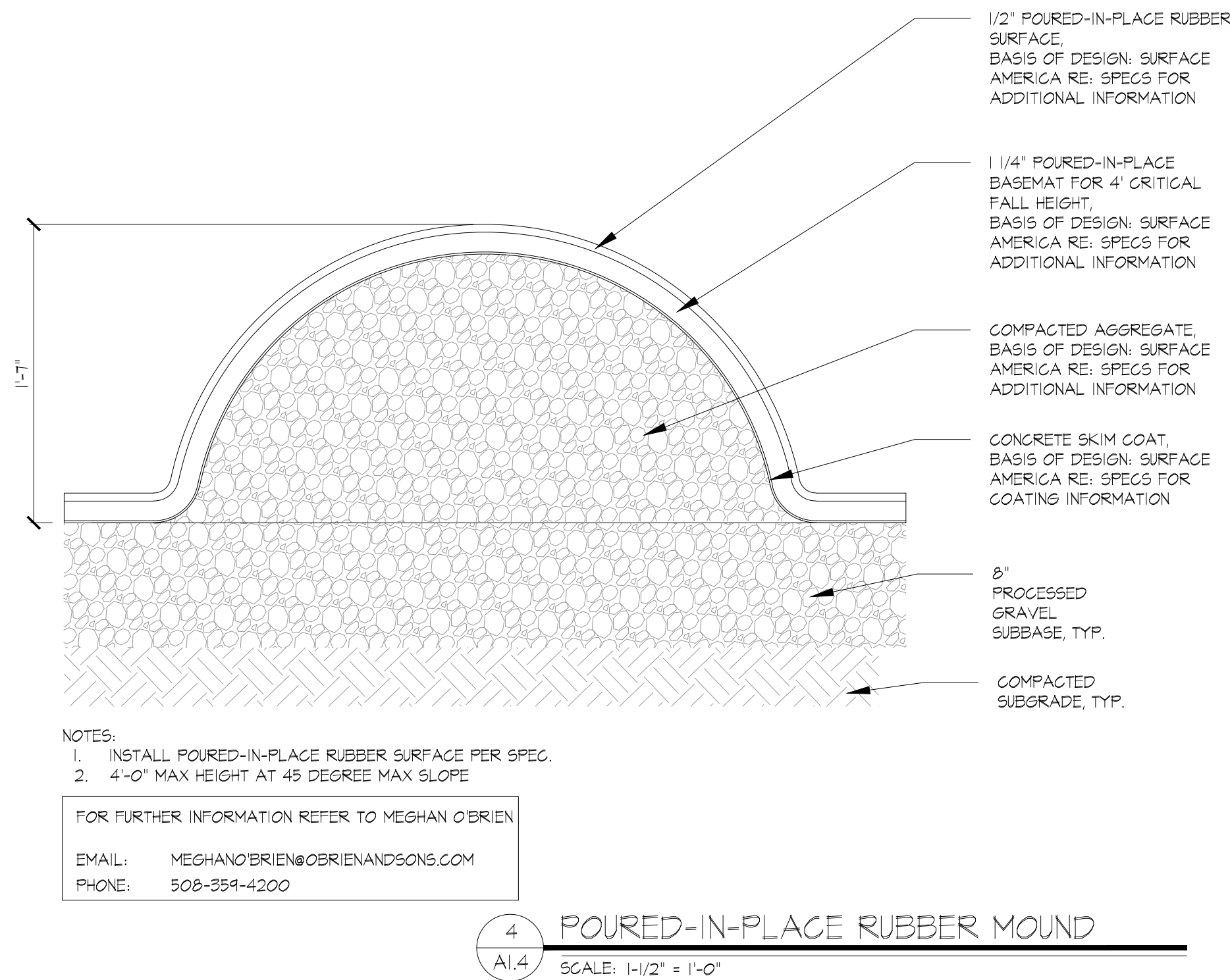
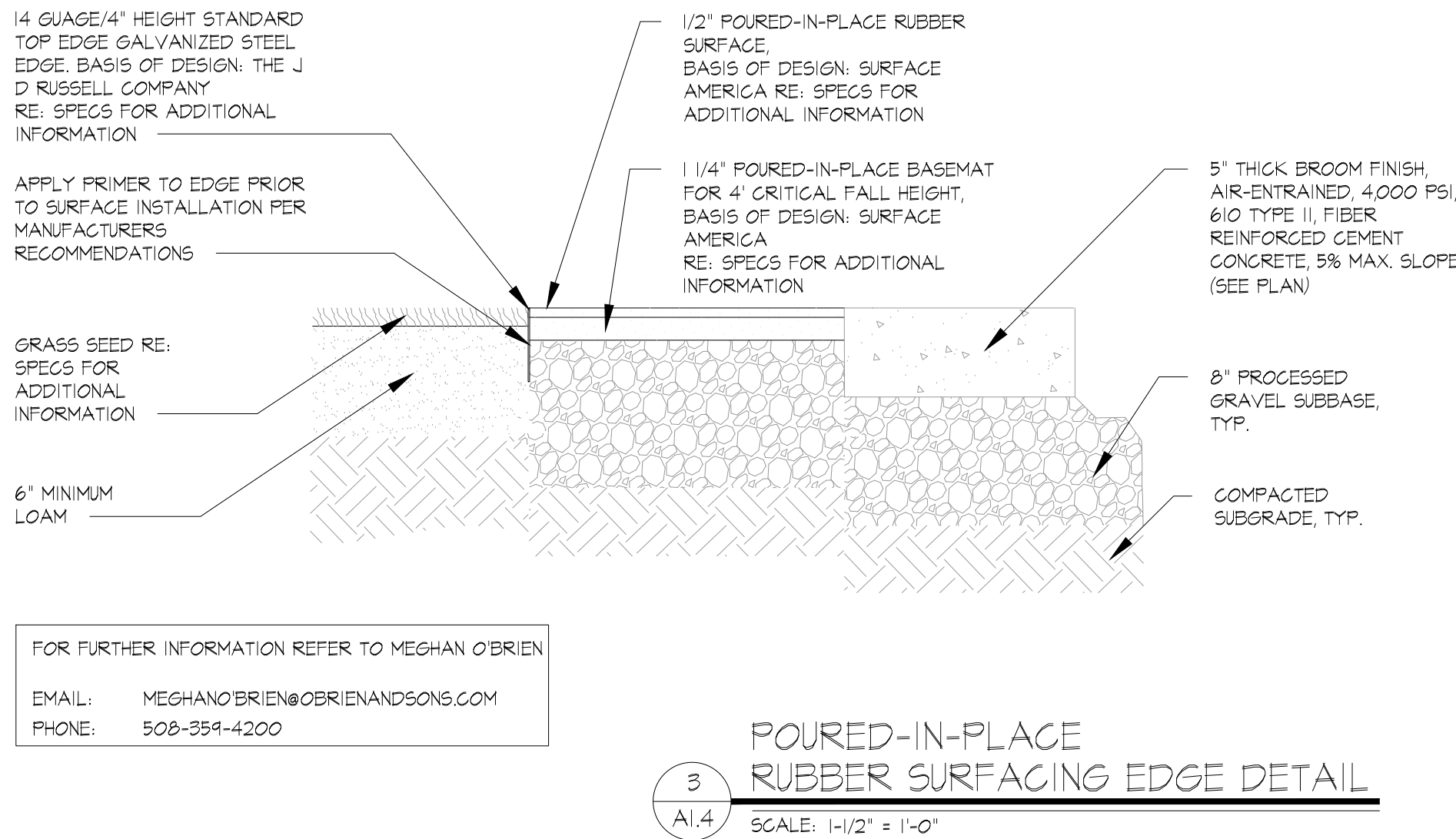
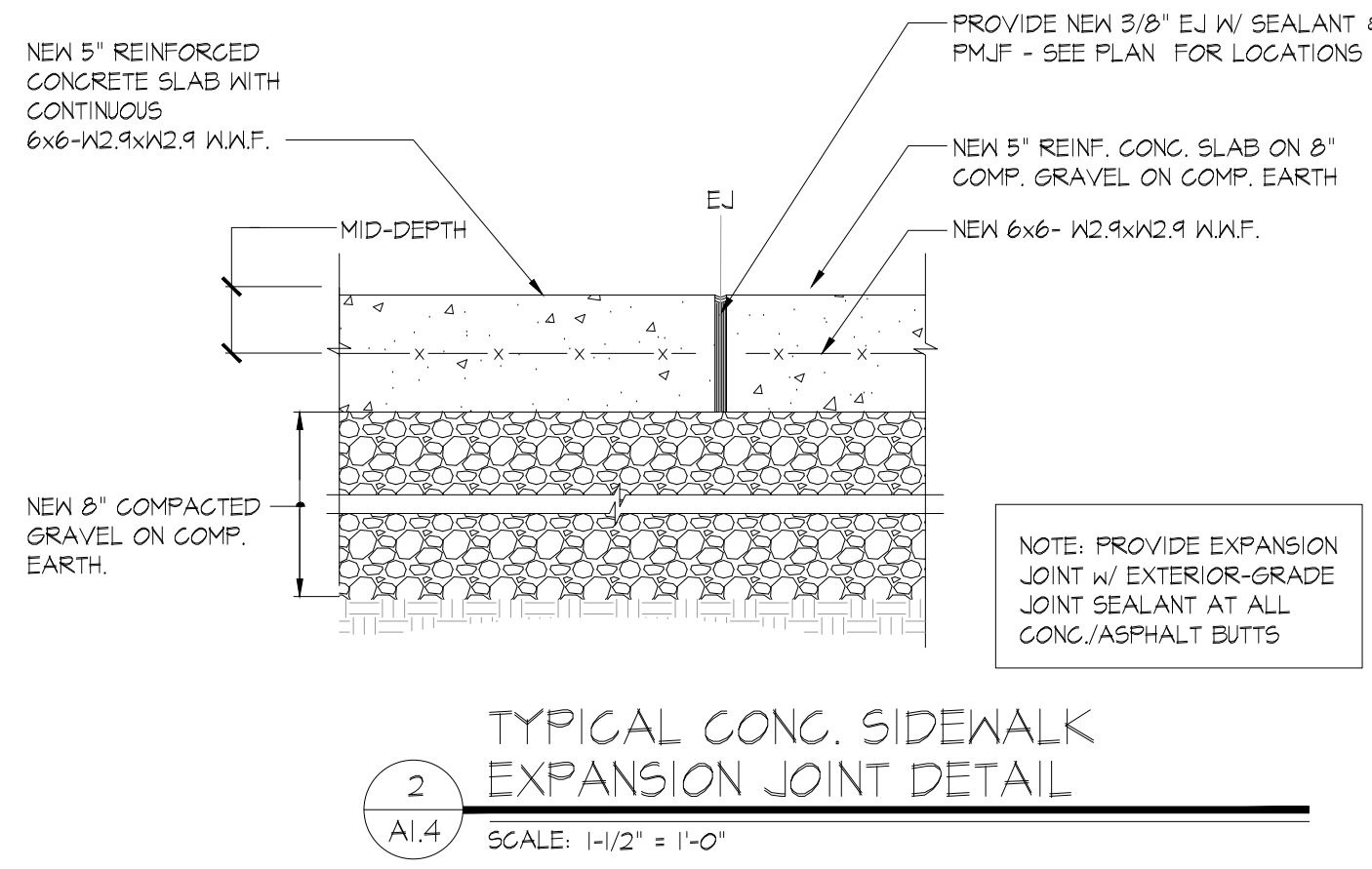
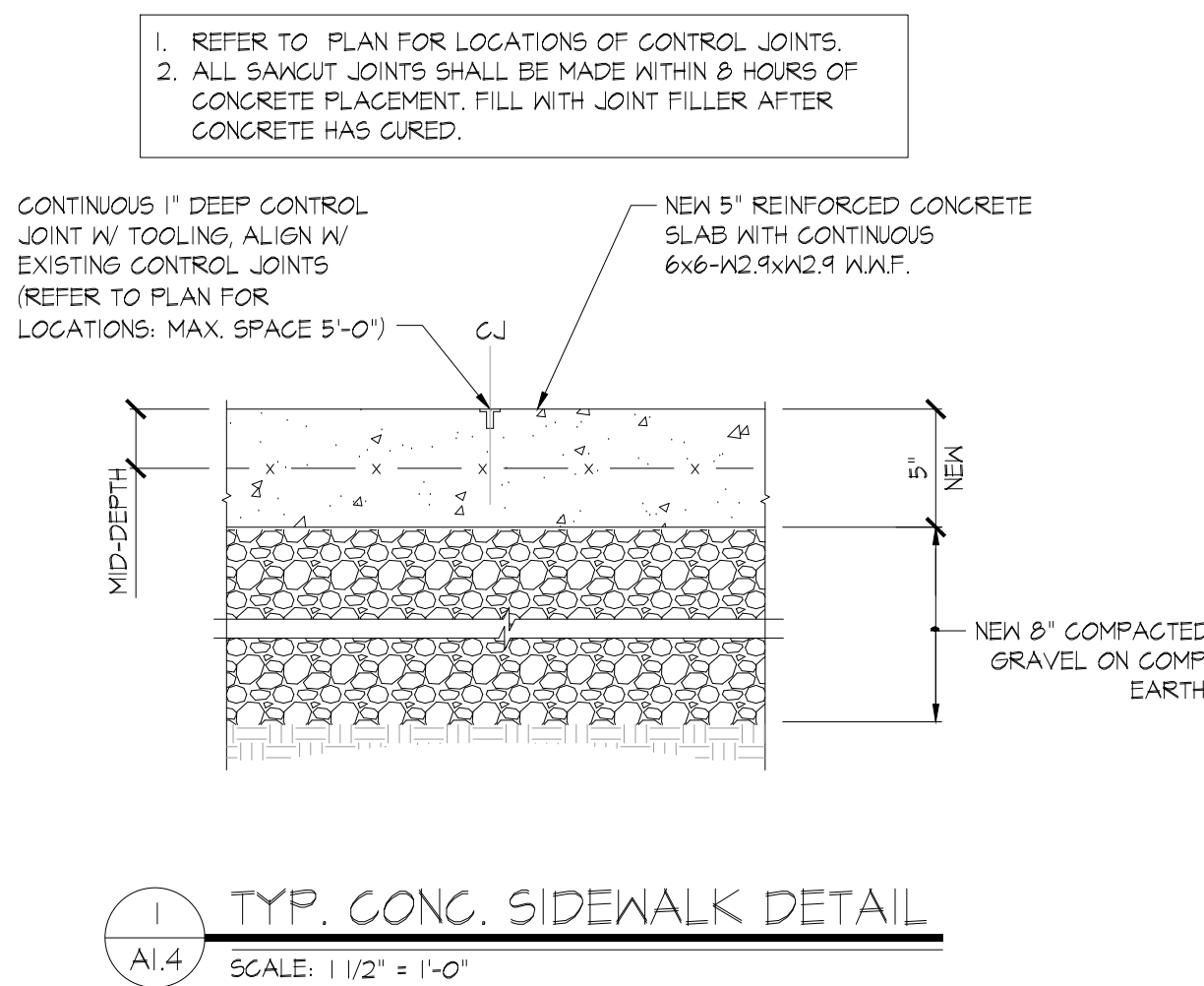
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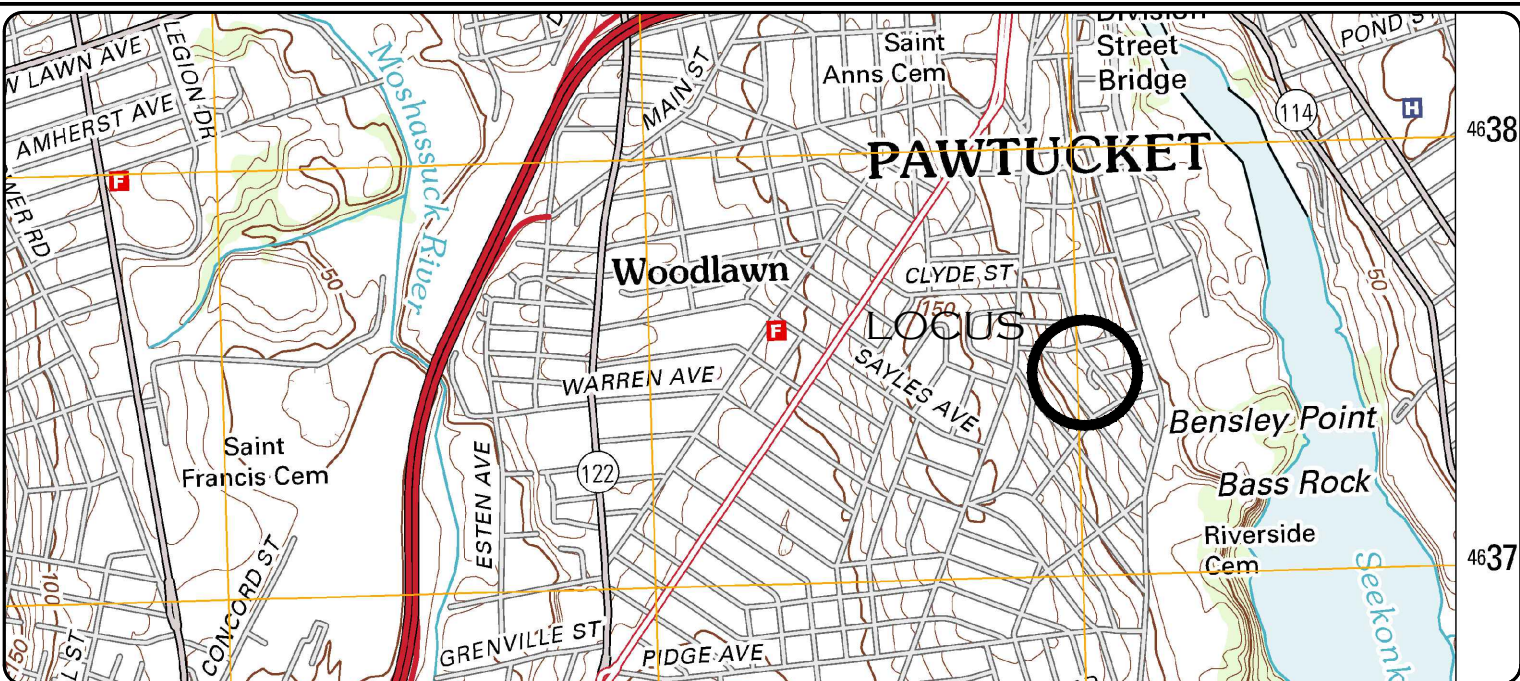
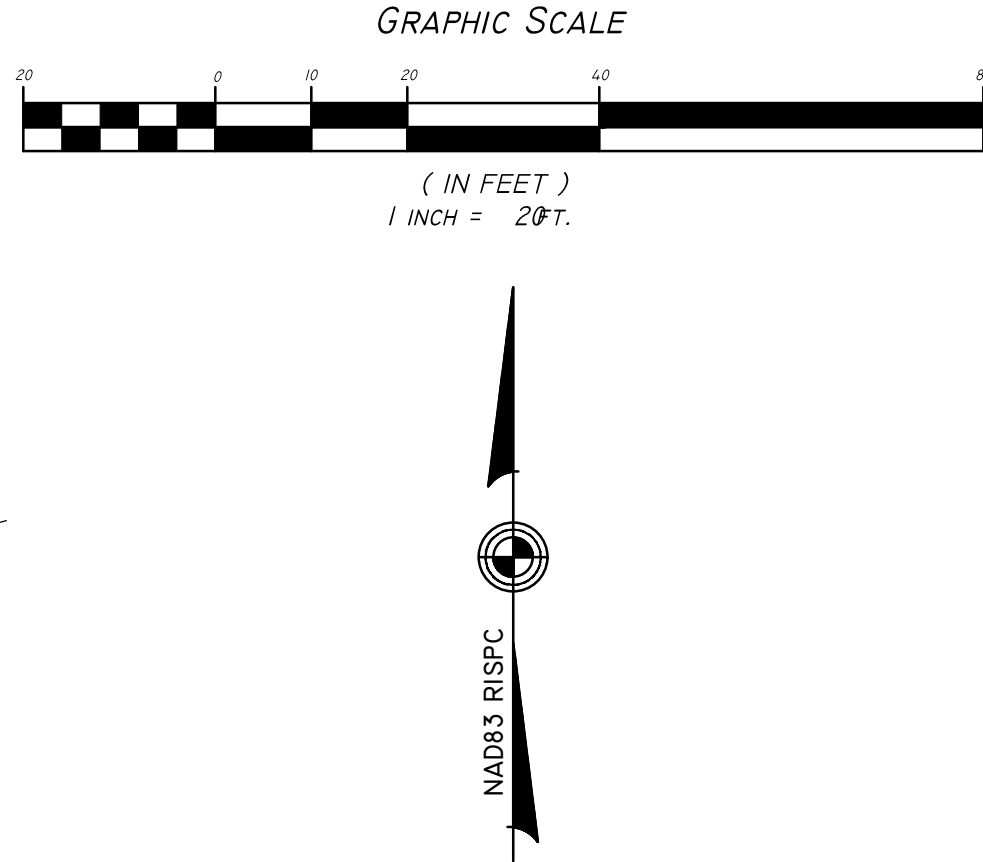
CONCRETE WALKWAY
& POURED-IN-PLACE
DETAILS

Drawing No.

A1.4

Issued for Bid 07.28.2026





LOCATION (NOT TO SCALE) MAP

GENERAL NOTES:

- OWNER OF RECORD: - CITY OF PAWTUCKET
DEED BOOK _____ PAGE _____
2. SITE IS NOT LOCATED IN FLOOD HAZARD ZONE AS SHOWN ON FIRM PANEL 440022 0307 J.
DATED OCTOBER 2, 2015.
3. SITE IS LOCATED IN ZONING DISTRICT RESIDENTIAL SINGLE FAMILY "RS"
ONE FAMILY DWELLING
AREA = 5,000 S.F.
FRONTAGE = 50'
SETBACKS:
FRONT = 18'
SIDE = 8'
REAR = 25'
COVERAGE = 30%
- OTHER PERMITTED USES
AREA = 10,000 S.F.
FRONTAGE = 100'
SETBACKS:
FRONT = 18'
SIDE = 8'
REAR = 25'
COVERAGE = 30%

CERTIFICATIONS:

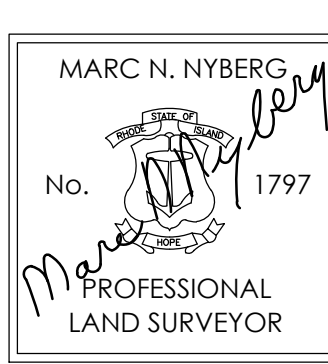
THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015 AS FOLLOWS:

TYPE OF SURVEY: COMPREHENSIVE BOUNDARY SURVEY	MEASUREMENT SPECIFICATION: CLASS I
TYPE OF SURVEY: DATA ACCUMULATION SURVEY	MEASUREMENT SPECIFICATION: CLASS III
VERTICAL MEASUREMENT SPECIFICATION: V-3	TOPOGRAPHIC ACCURACY CLASS: T-2

1. THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR PREPARATION OF THE PLAT IS AS FOLLOWS:
2. TO REPORT A PROFESSIONAL OPINION REGARDING THE LOCATION OF PROPERTY BOUNDARIES.
3. TO DEPICT AND REPORT THE RELATIVE POSITIONS OF EXISTING PHYSICAL OBJECTS AND EXISTING SITE CONDITIONS.
4. TO CREATE AN EXISTING CONDITIONS BASE PLAN FOR CONTEMPLATION OF DESIGNED CONSTRUCTION OR OTHER IMPROVEMENTS TO THE SITE.

Marc N. Nyberg 12-27-2023
 MARC N. NYBERG, PLS REGISTERED PROFESSIONAL LAND SURVEYOR / DATE
 RHODE ISLAND PLS NO: 1797 RHODE ISLAND C.O.A. NO.: LS.000A468.COA

EXISTING CONDITIONS PLAN



"OAK HILL PARK - THOMAS J. DUFFY SPORTS COMPLEX"
175 CLEVELAND STREET, PAWTUCKET R.I.
ASSESSORS MAP 66 LOT 937

PREPARED FOR: CITY OF PAWTUCKET
137 ROOSEVELT AVENUE, PAWTUCKET R.I. 02860

JOB # 24-001	SCALE: 1" = 20'	DRAWN BY: SCA	DATE: 02/05/2024
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REVISÉD

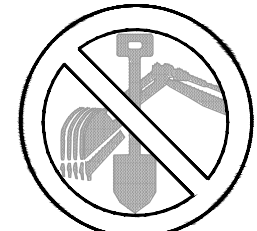
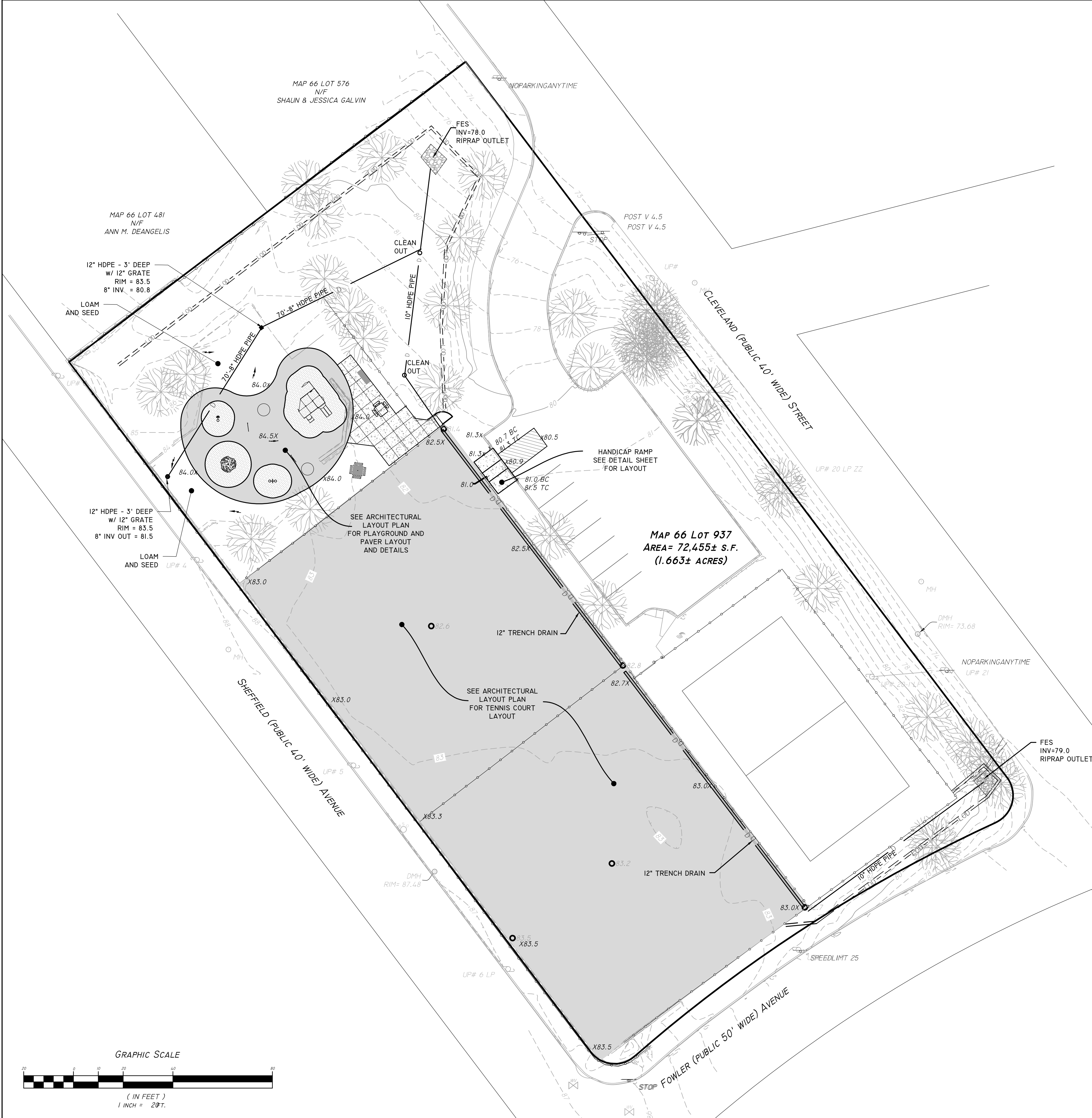


InSite Professional Complex, Suite 1
1539 Fall River Avenue Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InsiteEngineers.com

SHEET
1
OF 5

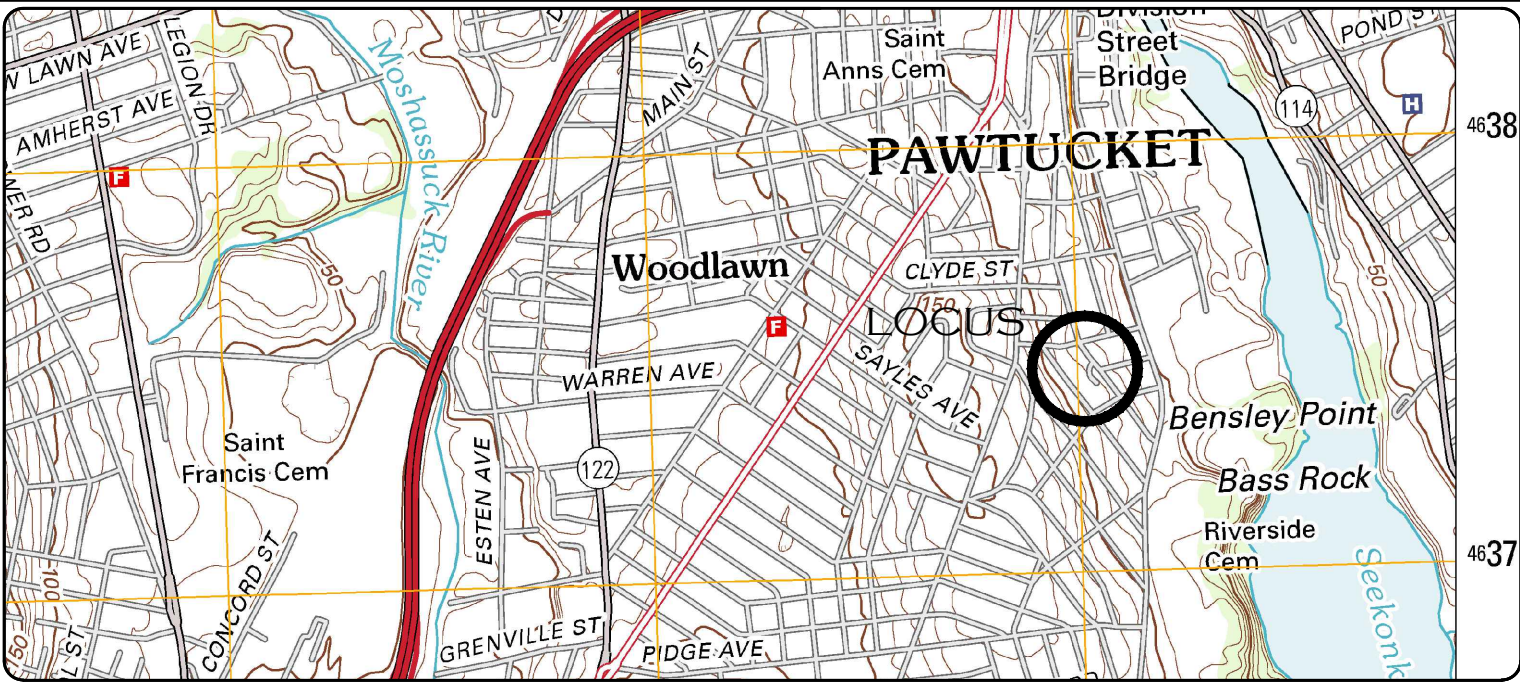
DIG SAFE NOTE:
UTILITIES ARE PLOTTED FROM FIELD LOCATION AND ANY
RECORD INFORMATION AVAILABLE, AND SHOULD BE
CONSIDERED APPROXIMATE. OTHER UTILITIES MAY EXIST
WHICH ARE NOT EVIDENT OR FOR WHICH RECORD
INFORMATION WAS NOT AVAILABLE. CONTRACTORS MUST
CONTACT ALL UTILITY COMPANIES BEFORE EXCAVATING
AND DRILLING. ALSO, CALL "DIG-SAFE" AT 1(888)344-7233
1(888)DIG-SAFE).

CONSTRUCTION ON THIS LAND IS SUBJECT TO ANY EASEMENTS, RIGHTS-OF-WAY, RESTRICTIONS, RESERVATIONS, OR OTHER LIMITATIONS WHICH MAY BE REVEALED BY AN EXAMINATION OF THE TITLE.



DIG SAFE NOTE:
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COVERAGE = 30%

OTHER PERMITTED USES

AREA = 10,000 S.F.
FRONTAGE = 100'
SETBACKS:
FRONT = 18'
SIDE = 8'
REAR = 25'
COVERAGE = 30%

SITE LAYOUT AND DRAINAGE PLAN

PAUL D. CARLSON
No. 7142
REGISTERED PROFESSIONAL ENGINEER
CIVIL
PROFESSIONAL SEAL

"OAK HILL PARK - THOMAS J. DUFFY SPORTS COMPLEX"
175 CLEVELAND STREET, PAWTUCKET R.I.
ASSESSORS MAP 66 LOT 937

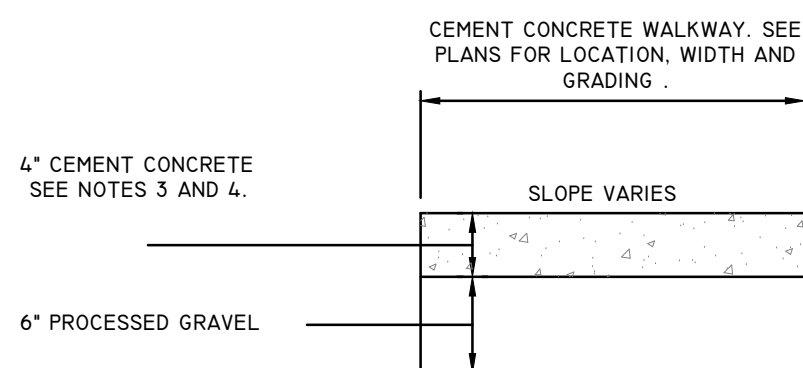
PREPARED FOR: CITY OF PAWTUCKET
137 ROOSEVELT AVENUE, PAWTUCKET R.I. 02860

JOB # 24-001 SCALE: 1"= 20' DRAWN BY: PDC DATE: 7/14/2026

REVISED:

INSITE Engineering Services, LLC
PROFESSIONAL ENGINEERS | LAND SURVEYORS
Precision. Clarity. Certainty.

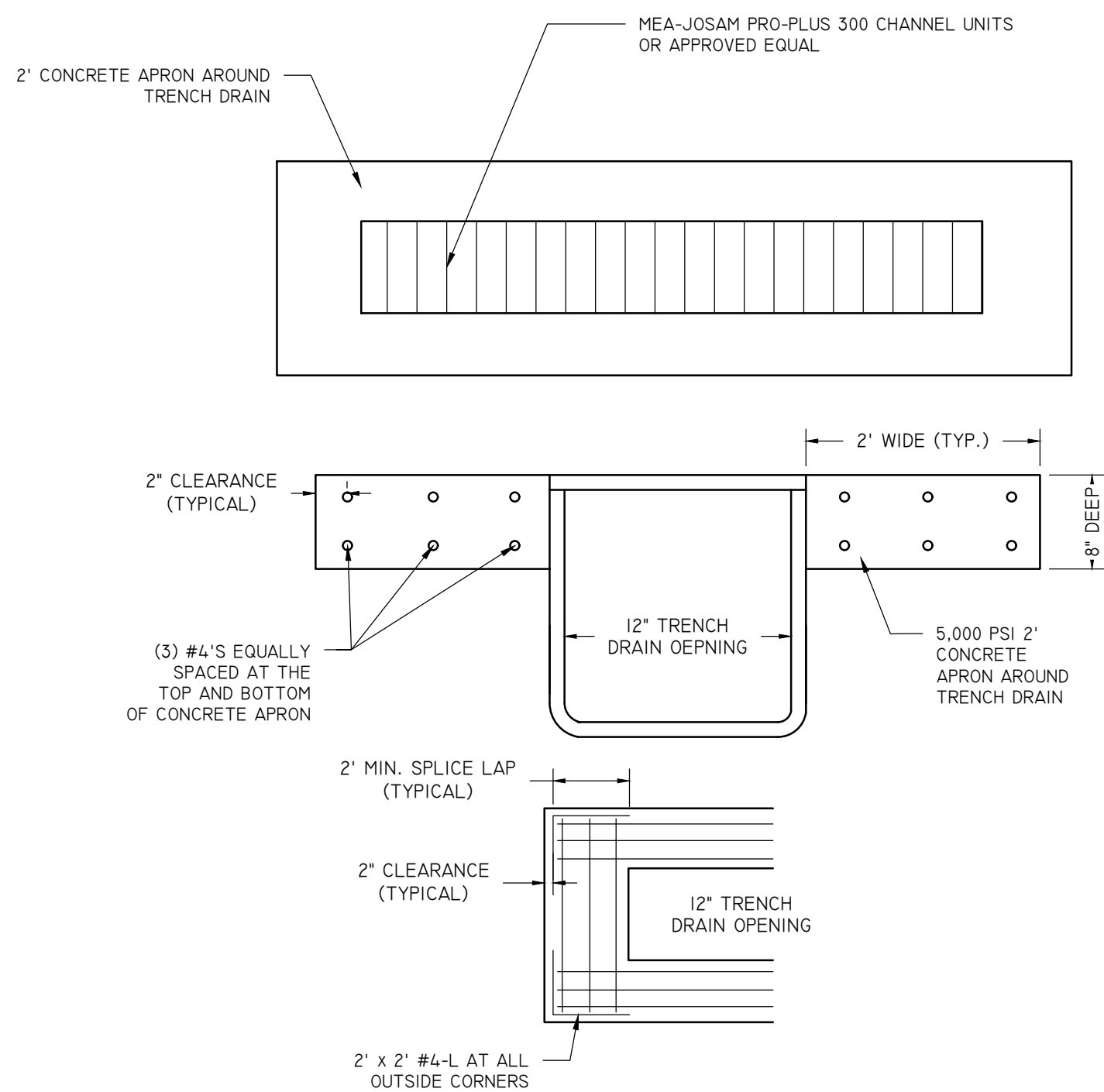
InSite Professional Complex, Suite 1
1539 Fall River Avenue, Seekonk, MA 02771
Phone: (508) 336-4500 Fax: (508) 336-4558
Web Address: InsiteEngineers.com



1. CEMENT CONCRETE FOR SIDEWALK SHALL ATTAIN COMPRESSIVE STRENGTH OF 4000 PSI (28 DAYS) WITH AIR TRAINED CONTENT OF 7%.
2. CONSTRUCTION JOINTS WITH 1/4" PREMOLD EXPANSION JOINT FILLER SHALL BE PLACED EVERY 20 FEET.
3. IF SIDEWALK IS TO ABUT A SHOULDER WALL, FOUNDATION OR STATIONARY OBJECT, PLACE THE EXPANSION JOINT FILLER FULL DEPTH, BETWEEN THE CONCRETE AND SURFACE OF WALL, FOUNDATION OR STATIONARY OBJECT.
4. IF SIDEWALK IS TO ABUT AN IRREGULAR WALL, FOUNDATION OR STATIONARY OBJECT, PLACE THE EXPANSION JOINT FILLER FULL DEPTH, FOUR (4) INCHES FROM IRREGULAR SURFACE, AND POUR CONCRETE BETWEEN THE ABOVE MENTIONED SURFACES AND THE EXPANSION JOINT MATERIAL.
5. THE FORCING OF PREMOLD EXPANSION JOINT FILLER INTO FRESHLY PLACED CONCRETE WILL NOT BE ALLOWED.

CONCRETE WALKWAY DETAIL

NOT TO SCALE

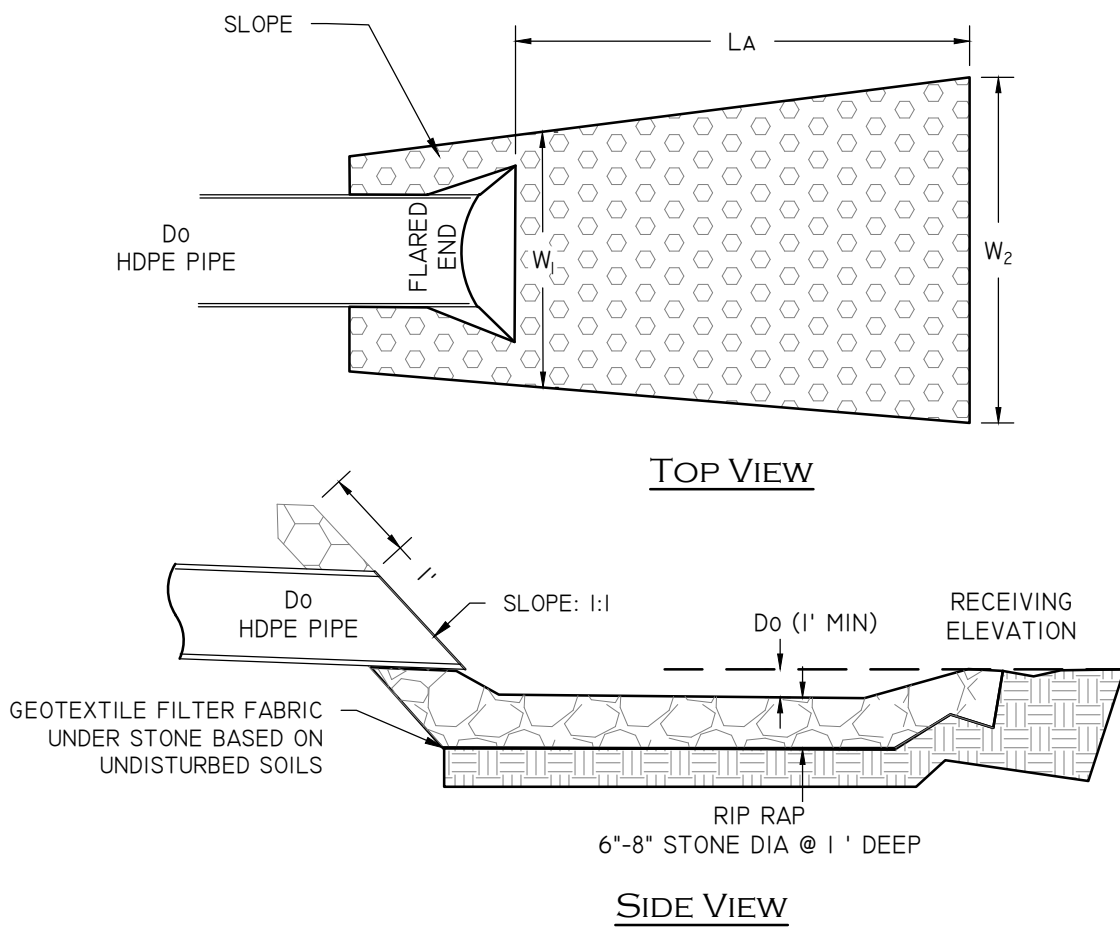


SHALLOW TRENCH DETAIL
NOT TO SCALE

DURING GRADING, THE POTENTIAL FOR EROSION IS HIGH. DURING GRADING OPERATIONS, DISTURBED SLOPES WILL BE MULCHED AND VEGETATION ESTABLISHED TO PREVENT SEDIMENT EROSION TO THE SATISFACTION OF THE ENGINEER.

14. ALL FACILITIES USED AS TEMPORARY MEASURES SHALL BE CLEANED PRIOR TO BEING PUT INTO FINAL OPERATION.

STONE TREATMENT
MIN WGT STONE = 10 LBS
MAX WGT STONE = 25 LBS



TYPICAL FLARED END SECTION /
RIP RAP DETAIL

SAW CUT EDGES TO OBTAIN CLEAN FULL THICK BUTT JOINT ON EXISTING BASE AND REMOVE OLD PAVEMENT TO PROVIDE STRAIGHT EDGE - TACK COAT EDGES w/ ASTM D977 EMULSIFIED ASPHALT

8" CRUSHED GRAVEL OR PAVEMENT MATERIAL TO MATCH EXISTING OR 4" MINIMUM THICKNESS

LOAM & SEED TO MATCH EXISTING OR AS SPECIFIED

GRAVEL BASE COURSE - MATCH EXISTING (12" MIN)

12" MIN

5' MIN

EXCAVATION - EARTH OR ROCK ALL ROCK EXCAVATION AND STONES LARGER THAN 6" SHALL BE DISPOSED OF AND REPLACED WITH APPROVED EXCAVATED MATERIAL/GRAVEL BORROW

COMPACTED APPROVED BACKFILL

PIPE O.D.

18" MAX

9" MIN

12" MIN

6" MIN

CAREFULLY COMPACTED TYPE B GRAVEL BORROW

COMPACTED SAND BACKFILL

6" MIN

UNDISTURBED EARTH SURFACE

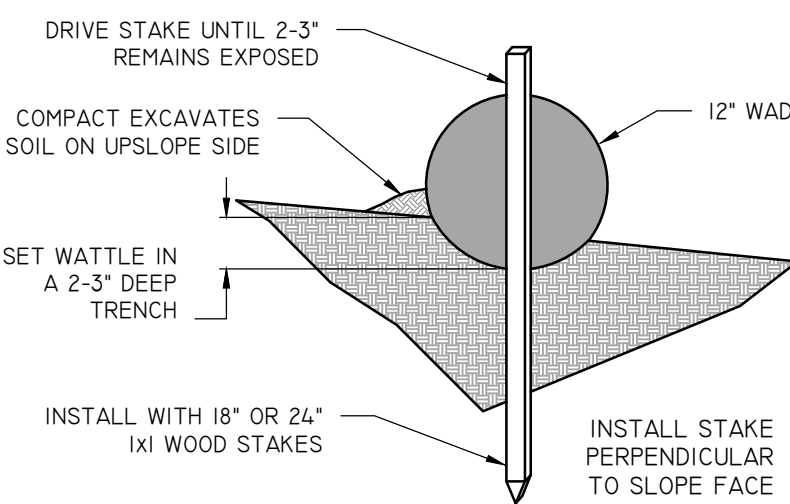
UNDISTURBED ROCK SURFACE

BELOW GRADE EXCAVATION OR UNSUITABLE MATERIAL w/ CAREFULLY COMPACTED SELECTED MATERIAL

DRAIN LINE

DRAIN LINE TRENCH DETAIL

NOT TO SCALE



1. BEGIN AT THE LOCATION WHERE WATTLE IS TO BE INSTALLED BY EXCAVATING 2'-3" DEEP X 9" WIDE TRENCH ALONG THE CONTOUR OF THE SLOPE. EXCAVATED SOIL SHOULD BE PLACED UP SLOPE FROM THE ANCHOR TRENCH.
2. PLACE THE WATTLE IN THE TRENCH SO THAT IT CONTOURS TO THE SOIL SURFACE. COMPACT SOIL FROM THE EXCAVATED TRENCH AGAINST THE WATTLE ON THE UPHILL SIDE. ADJACENT WATTLES SHOULD TIGHTLY ABUT.
3. SECURE THE WATTLE WITH 18-24" STAKES EVERY 3-4' AND WITH A STAKE ON EACH END. STAKES SHOULD BE DRIVEN THROUGH THE MIDDLE OF THE WATTLE LEAVING AT LEAST 2-3" OF STAKE EXTENDING ABOVE THE STAKES SHOULD BE DRIVEN PERPENDICULAR TO SLOPE FACE.
4. CONTRACTOR IS RESPONSIBLE TO MAINTAIN INTEGRITY OF STRAW WATTLE FOR DURATION OF CONSTRUCTION.
5. EROSION CONTROLS TO REMAIN UNTIL SOIL CONDITIONS STABILIZE.
6. LOOSE HAY TO BE SPREAD ON AREAS OF EXPOSED LOAM & SEED UNTIL GERMINATION AND STABILIZATION OCCURS.

STRAW WATTLE (OR SILT SOCK) DETAIL

DIMENSIONS					
DIA.	A	B	H	L	W
12	6.5"	10"	6.5"	25"	29"
18	7.5"	15"	6.5"	32"	35"
24	7.5"	18"	6.5"	36"	45"

HDPE FLARED END SECTION

NOT TO SCALE

PAUL D. CARLSON

No. 7142

REGISTERED
PROFESSIONAL ENGINEER
CIVIL

Paul D. Carlson

PROFESSIONAL SEAL

PREPARED FOR: CITY OF PAWTUCKET
137 ROOSEVELT AVENUE, PAWTUCKET R.I. 02860

JOB #
24-001

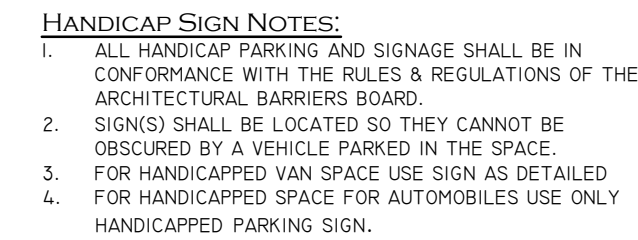


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HANDICAP PARKING AND STANDARD STALLS



WHEELCHAIR RAMP DETAIL

NOT TO SCALE



LOAM AND SEED DETAIL

NOT TO SCALE

CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE

NOT TO SCALE

HANDICAP PAVEMENT MARKING

SHEET
5
OF 5