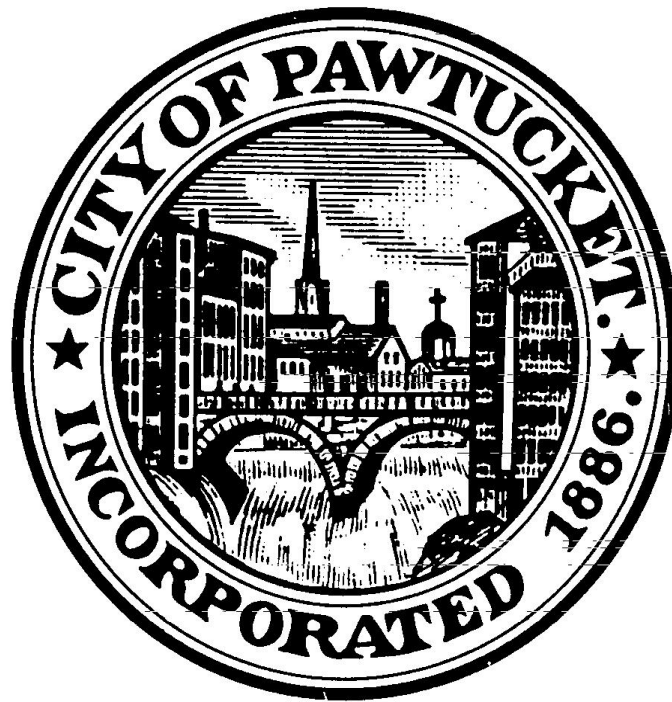


CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



BID # 27-003

**Tidewater Landing Phase 1 B
Riverwalk East Contract 1 – Advance Work**

August 2026

Riverwalk East Contract 1 – Advance Work

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1.0 - Bid/Solicitation Information

Schedule

***Pre-Bid Site Walk: ☐ No ☒ Yes

08/4/2026 @ 11:00 AM

*******Mandatory *******

Location:

Festival Pier
21 Tim Healy Way
Pawtucket, RI 02860

Requests for Further Information:

August 6, 2026 @ 2:00 PM

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

Michael Wilcox, Project Engineer E-mail: mwilcox@pawtucketri.gov
AND

Kevin Aguiar P.E, Project Manager E-mail: kaguiar@BETA-inc.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 13, 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 13, 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 vendors/Bidders must register with SAM.gov. No Bids can be accepted without an active registration. All Sub-contractors must be registered as well. SAM.gov Entity ID# must be provided.
- 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. Addenda will be issued on the City's Website. 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 Project involves site preparation activities to ready the site for future phases of work to be conducted by both the City of Pawtucket and private parties. Work for this contract includes limited cutting, removal and disposal of isolated trees as well as the pruning of trees, and the removal understory brush as necessary to create construction entrances to the site and to give access to interior areas of the site as well as to allow for the installation of perimeter construction fencing and access gates.

Primary elements of the work include minor saw-cutting and pavement removal, installing construction entrances/tracking pads, installing construction fencing and gates, removal of on-site biohazard materials and anthropogenic debris such as rubbish and urban refuse as well as but not limited to tents, mattresses, bags, plastic tarps, furniture, appliances, pallets, shopping carts, tires, metal, wood and glass as well as biohazard materials s.

3.2 Project Background

The purpose of this project is to create a secure site and prepare the area for future phase of work. The project is funded by the City of Pawtucket, with support from other state agencies. The administration of the construction phase of the project will be managed by the City of Pawtucket.

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 I. In general terms, the location of the Project can be described as follows:

- Work will take place on twelve acres of City-owned parcels south of Division Street and West of Portuguese Social Club Way and School St. and north of Festival Pier.
- Work to occur on the following existing parcels:
 - Plat 23, Lots 599
 - Plat 23, Lot 672
 - Plat 23, Lot 673
 - Plat 35 A Lot 361 (Festival Pier)
- Limited Work operations will occur within the City Street Right-Of-Way,

4.2 General Requirements

4.2.1 Project Schedule

- Project Award – August 27, 2026
- Notice to Proceed – no later than September 10, 2026
- Pre-Construction Conference – September 17, 2026
- Start of Construction on or before September 21, 2026
- Substantial Completion – November 15, 2026
- Final Completion – December 15, 2026

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 the Bidder's experience and that of any 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:

In general terms, the Project includes, but is not limited to, the following construction activities:

- Mobilization & Demobilization from the site.
- Limited tree cutting, pruning and thinning operations as required to gain access to the site and install fencing.
- Limited understory brush cutting and removal to access debris to be removed.
- Limited saw-cutting: Fences & pavements where in conflict with proposed fencing.
- Furnishing and installing perimeter construction fence with multiple gates.
- Collection, removal and legal disposal of biohazard and anthropogenic debris related to human occupation of the site, including but not limited to tents, mattresses, plastic containers, plastic tarps, furniture, rubbish, bicycles, carts, metal, glass etc.

4.4 Additional General Requirements

Reference is made to the Appendices, Technical Specifications, DIVISION 1 for detailed specifications regarding job specific requirements such as Measurement and Payment, Temporary Controls, and Contract Closeout.

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.

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 attorney's 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, **"Tidewater Landing Phase 1B - Riverwalk East Contract 1- Advance Work, Bid # 27-003"**, as well as name of Bidder, and date of bid opening.

Tidewater Landing Phase 1B

Riverwalk East Contract 1- Advance Work

BID # 27-003

Name of Bidder: _____

Date of bid opening: August 13, 2026

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.

Three (3) copies of your proposal are required: one (1) original hard copy and one (1) photo copy; and one digital (1) copy on CD 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)

Non-Collusion Affidavit of Prime Bidder

Certificate of Compliance with Tax Laws

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 # 27-003 Tidewater Landing Phase 1 B Riverwalk East Contract-1 Advance Work

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

SAM.gov. Entity ID Number: _____

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 ____

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 # 27-003 Tidewater Landing Phase 1B

Riverwalk East Contract 1- Advance Work

1.0 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 BETA Group, Inc. (Engineer/Architect) for the above project) and the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, **(Tidewater Landing Phase 1 B - Riverwalk East Contract 1- Advance Work)** 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 shall include all BID ITEMS listed 1.0 – 5.0 and Allowances.**

Total
Price: \$.....Dollars,
(Amount in words)

(\$.....)
(Amount 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.

For purposes of evaluating the Bid, the price noted above will be the Base Bid.

Part B - Pricing Proposal – Itemized Pricing:

Riverwalk East Contract 1 - Advance Work BID # 27-003

Item 1.0	Project Mobilization & Demobilization		
	_____ (\$ Figures)	1	LS
	_____ Dollars/Cents		
Item 2.0	Tree & brush cutting, pruning, removal and disposal		
	_____ (\$ Figures)	1	LS
	_____ Dollars/Cents		
Item 3.0	Furnishing & Installing perimeter construction fence		
	_____ (\$ Figures)	1,750	LF
	_____ Dollars/Cents		
Item 4.0	Furnishing & Installing construction entrances		
	_____ (\$ Figures)	1	LS
	_____ Dollars/Cents		
Item 5.0	Homeless Encampment and Illegal Dumping Abatement		
	_____ (\$ Figures)	1	LS
	_____ Dollars/Cents		

NOTE: The price for each bid item shall be written in both words and figures. In the case of a discrepancy, the amount shown in words will govern.

TOTAL BID PRICE _____

TOTAL BID PRICE IN WORDS _____

Note: Total Bid Price shown above shall match Total Price shown on the first page of this bid form (Section 1.0 OFFER) including Allowances (Refer to Section 1.01 Allowances).

All project costs including labor, equipment, materials, overhead, and profit to complete the Work shall be included. Refer to Section 01025 for a description of the bid items listed above as well as additional information.

1.01 ALLOWANCES:

As part of the Base Bid (Total Bid), the Bidder agrees to carry quantities of materials below in the base bid of the contract. The Owner reserves the right to remove these items from the contract totally or in part and to adjust the contract sum to reflect the actual costs of the construction authorized by the Owner.

ALLOWANCE NO 1. Police Detail for Traffic Protection: An allowance of Twenty - Thousand Dollars (\$20,000.00) shall be provided to address this item. The Contractor shall be responsible for reviewing proposed work operations with the Engineer/Owner's Representative and shall coordinate and ensure the proper police detail is present to monitor the construction site and to maintain orderly traffic flow and support traffic protection.

The Contractor shall provide documentation of the days and manhours required. The amount reimbursed will be the amount that is stated on the permit receipt(s). Unused allowances not expended for Police Detail for Traffic Protection shall be reimbursed to the Owner.

\$ 20,000.00
Lump Sum

Twenty-Thousand dollars
In Words

2.00 ACCEPTANCE:

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

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

The City of Pawtucket reserves the right to increase or decrease the quantities stated in the bid at the unit prices quoted.

3.00 BID FORM SIGNATURE(S)

The Corporate Seal of

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

was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) .ss

_____,
being first duly sworn, deposes and says that;

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

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

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

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

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

(Signed) _____

(Title)

Subscribed and sworn to before me

This, _____ Day of _____, 20____

My Commission Expires _____

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

I, _____ of
(principal)

_____, certify under
(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 – Not in Contract -Section Held Open

15.0 – Not in Contract -Section Held Open	
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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 (Heavy Construction, Providence County), as obtained from the Rhode Island Department of Labor and Training on today's date, is bound as part of this Project Manual.

"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

BOILERMAKER.....\$ 50.62	Fringes 28.82
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BRRIO003-001 06/01/2022

Rates
Fringes

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

BRRIO003-002 09/01/2022

Rates
Fringes

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

BRRIO003-003 09/01/2022

Rates
Fringes

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

CARP0330-001 01/01/2023

Rates
Fringes

PILEDRIIVER FOOTNOTES: WHEN NOT DIVING OR TENDING THE DIVER, THE DIVER AND DIVER TENDER SHALL RECEIVE THE PILEDRIIVER 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 PILEDRIIVER, 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 PILEDRIIVER 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
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 HOUR ADDITIONAL. THE DESIGNATED PILEDRIVER,
 KNOWN AS THE ""MONKEY"": \$1.00 PER HOUR ADDITIONAL....\$ 48.68
 30.50 DIVER FOOTNOTES: WHEN NOT DIVING OR TENDING
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 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....\$ 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
 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
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 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
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 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
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 30.50 DIVER FOOTNOTES: WHEN NOT DIVING OR TENDING
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 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....\$ 60.83
 30.50 CARPENTER: INCLUDES SOFT FLOOR LAYER.....\$ 47.88
 30.50 -----

CARP1121-002 04/21/2025

MILLWRIGHT.....\$ 45.72

Rates
 Fringes
 31.50

ELEC0099-002 06/01/2025

TELEDATA SYSTEM INSTALLER FOOTNOTES: WORK OF
 A HAZARDOUS NATURE, OR WHERE THE WORK HEIGHT IS 30

Rates
 Fringes

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

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

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
 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

29.95

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

 ENGI0057-003 12/01/2025

Rates

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

29.95

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

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)

29.95

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.....\$ 47.65 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

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.....\$ 48.57 29.95

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

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.....\$ 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

LAB00271-001 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 -

LAB00271-002 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 HOUR ADDITIONAL. PAID HOLIDAYS:		
LABOR DAY & CHRISTMAS DAY.....	\$ 26.15	41.63

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

34.51

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

34.51

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

34.51

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

34.51

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

“END OF GENERAL DECISION”

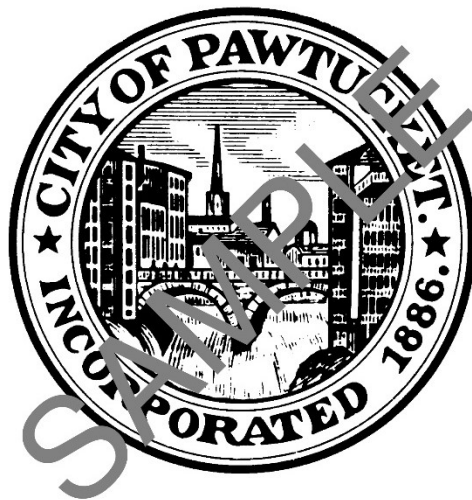
Appendix D This Section Held Open

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

CITY OF PAWTUCKET
DEPARTMENT OF PLANNING AND REDEVELOPMENT



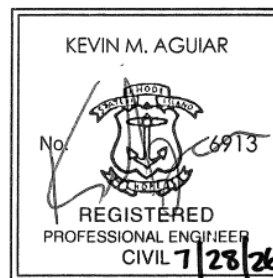
**Tidewater Landing Phase 1B
Riverwalk East
Contract 1 – Advance Work**

CITY OF PAWTUCKET, COUNTY OF PROVIDENCE
RHODE ISLAND

BID # 27-003

**APPENDIX G
TECHNICAL SPECIFICATIONS
August 2026**

BETA Group, Inc.
Engineers & Landscape Architects
701 George Washington Highway
Lincoln, RI 02865
(401) 333- 2382



Kevin Aguiar P.E.
BETA Group, Inc.

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APPENDIX G

Tidewater Landing Phase 1B Riverwalk East Contract 1 – Advance Work

TECHNICAL SPECIFICATIONS

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SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Work covered by the Contract, listing of Owner, Project location, Engineer. Sequence requirements, the Contractor's use of the premises and Owner's occupancy requirements.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project purpose is prepare the site for future phases of work.
- B. Work includes but is not necessarily limited to:
 - 1. Limited saw-cutting & removal of associated pavements.
 - 2. Installation of site protection, temporary site fencing and erosion controls.
 - 3. Installation of safety controls & signing for lane & sidewalk closures
 - 4. Removal of rubbish and debris associated with human habitation of the site
 - 5. All other incidental items included in the Contract Documents; and all as more particularly indicated, shown or described in the Drawings, Specifications, and other Contract Documents.
- C. All work performed under this contract shall be as specified and as shown on the plans. Additionally, direct reference is made to and where indicated on plans and specifications, work shall be in conformance with the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, most-current edition and all compilations and the State and Federal Special Provisions included in the Contract Documents. Standard details for this project are Rhode Island Standard Details, 2023 edition, with all revisions.
- D. All traffic control devices and signage to be in accordance with the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition at time of Bid.
- E. References within the Standard Specifications to the Owner or the Engineer shall, for the purposes of this Contract, be interpreted to mean the City of Pawtucket or its designated representative.

1.3 OWNER

City of Pawtucket
137 Roosevelt Avenue
Pawtucket, Rhode Island 02860
Telephone: 401-728-0500 x 477
Contact: Michael Wilcox, Project Engineer

1.4 PROJECT LOCATION

- A. The site is located immediately adjacent to and north of Festival Pier.

1.5 ENGINEER

BETA Group, Inc.
701 George Washington Highway
Lincoln, Rhode Island 02865
Telephone: 401-333-2382
Fax: 401-333-9225
Contacts: BETA Group Inc. Kevin Aguiar PE
BETA Group Inc. Benjamin Boynton PE, Project Manager

1.6 WORK SEQUENCE

- A. In order that Work may be conducted with minimum inconvenience to the local residents and other stakeholders the Contractor shall coordinate with the Engineer and Owner to determine the point or points in time when portions of work will commence or be carried on. The Owner may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work in order to best meet stakeholder needs in addition to the needs of the general public.
- B. Work operations shall be sequenced in succession generally as follows:
 - 1. Limited tree cutting and pruning operations.
 - 2. Installation of perimeter fencing.
 - 3. Installation of construction entrances.
 - 4. Removal of biohazard materials.
 - 5. Removal of rubbish and debris.

1.7 CONTRACTOR USE OF PREMISES

- A. The Contractor's use of premises shall be within the limits shown on the Drawings and as defined in Appendix E The City of Pawtucket Standard Form of Agreement (Contract Agreement) for the performance of the Work. Contractor employee parking shall be in the area indicated across from the site of the Pawtucket Town Landing.
- B. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.
- C. If directed by the Owner, the Contractor shall move any stored items that interfere with operations of the Owner and /or Property Owner.
- D. Contractor may be allowed to use a portion of the City owned Festival Pier on a temporary basis as well as to execute site improvements. Use and limits of this area shall be coordinated and

approved by the City. It is the responsibility of the Contractor to maintain and protect any materials, equipment and other objects within the lay-down area.

- E. The Contractor shall obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.8 OWNER OCCUPANCY REQUIREMENTS

- A. Unless otherwise specifically approved, public access to the private residences and on-street parking lot shall be kept operational at all times with the exceptions of parking spaces identified. Pleasant St. roadway must remain in service at all times throughout the duration of the project with the exception of lane and shoulder closures and / or as otherwise coordinated with and approved by the City. Also, access to all private businesses and properties abutting the site must be maintained at all times.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

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SECTION 01020
ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Contingencies and their respective values which have been established in the BID as an estimated lump sum to facilitate comparison of bids only.
- B. Related Sections
 - 1. Section 11 BID FORM
 - 2. Section 01025 - Measurement and Payment

1.2 ALLOWANCES

- A. The following Allowances pertain to this project. Refer to the Bid Form
 - 1. Allowance No. 1. Police Detail for Traffic Protection

1.3 PAYMENT PROCEDURES

- A. Under these items, the Contractor shall be reimbursed for charges for the allowances required and authorized by the Owner and Engineer, as detailed in Section 01025 - Measurement and Payment.
- B. The price for Allowances is established in Section 11 - Bid Form and shall constitute full compensation for services rendered.
- C. The Contractor will be paid based on the actual quantities determined in the field by the Engineer or the actual invoiced amount from the authority in question. If the total cost for any allowance is greater or less than the allowance amount stated under this item of the BID, a debit or credit of the difference in cost shall be submitted to the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials shall conform to the Contract Documents, including any of those required or ordered by the Engineer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Refer to relevant specification sections for information regarding installation and performance of the work. All work shall be per the Contract Documents. If additional guidance is required, the Contractor shall submit such requests in writing.

END OF SECTION

SECTION 01025
MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Measurement and payment criteria applicable to the Work performed under a Unit Price and/or Lump Sum payment method of Items listed in the BID.
- B. RELATED SECTIONS
 - 1. SECTION 11.0 Bid Form
 - 2. SECTION 12.0 General Conditions AIA A201
 - 3. SECTION 13.0 Supplementary Conditions
 - 4. Appendix G Technical Specifications
 - 5. Appendix H Plans
 - 6. Section 01020 - Allowances
 - 7. Section 01026 - Schedule of Values

1.2 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the BID FORM are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual Work results in measurable discrepancies outside the tolerances indicated and requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit price furnished in the BID FORM.

1.3 MEASUREMENTS OF QUANTITIES

- A. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- B. Measurement by Area: Measured by square dimension using mean length and width or radius.
- C. Linear Measurement: Measured by linear dimension, along the horizontal projection of the centerline or mean chord.
- D. At appropriate points in this text, specifications are given with respect to measuring or estimating certain quantities and the sums due for the same. Except as otherwise provided, the Engineer shall determine the appropriate method for measuring and computing each quantity, and for estimating the sums due for the various kinds of work and material, using such methods,

tools and degrees of precision as are suitable for the particular measurement, Item or computation. When so requested by the Engineer, assistance in measuring or determining quantities, shall be provided by furnishing the help of unskilled laborers on the site, by furnishing copies of invoices, or by other means.

- E. For estimating quantities in which the computations of areas by analytic and geometric methods would be laborious, as determined by the Engineer, it is stipulated and agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas and may be used for this purpose.

1.4 UNIT PRICES

- A. Payment will be computed on the basis of the unit prices indicated in Section 11 BID FORM as shown for each Item and the quantity of units completed. Unit prices are to include cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs. (See Par. 1.06, this Section.)

1.5 LUMP SUM PRICES

- A. Payment will be computed on the basis of the percentage of work completed on each Item in the contract BID as determined by the Engineer. Lump sum prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs. (See Par. 1.06, this Section.)
- B. The Contractor's breakdown in the BID FORM and SCHEDULE OF VALUES of the Lump Sum bid will be used only as a guide to determine the percentage of completion.

1.6 PRICES INCLUDE

- A. The prices stated in the Proposal include full compensation not only for furnishing all the labor, equipment and material needed for, and for performing the work, but also for assuming all risks of any kind for expenses arising by reason of the nature of the soil, ground water, or the action of the elements; for all excavation and backfilling; for the removal of and delay or damage occasioned by trees, stumps, pipes, ducts, timber, masonry or other obstacles; for removing, protecting, repairing, or restoring, without cost to the Owner, all pipes, ducts, drains, sewers, culverts, conduits, curbs, gutters, walks, fences, tracks, or other obstacles, road pavements and other ground surfacing whether shown on plans or not for draining, damming, pumping or otherwise handling and removing, without damage to the work or to other parties, and without needless nuisance, all water or sewage from whatever source which might affect the work or its progress, or be encountered in excavations made for the work; for all signs, fencing, lighting, watching, guarding, temporary surfacing, bridging, snow removal, etc., necessary to maintain and protect travel on streets, walks and private ways; for making all provisions necessary to maintain and protect buildings, fences, poles, trees, structures, pipes, ducts and other public or private property affected or endangered by the work; for the repair or replacement of such things if injured by neglect of such provisions for removing all surplus or rejected materials as may be directed; for replacing, repairing and maintaining the surfaces of streets, highways, public and private lands if and where disturbed by work performed under the Contract or by negligence in the performance of work under the Contract; for furnishing the requisite filling

materials in case of any deficiency or lack of suitable materials; for obtaining all permits and licenses and complying with the requirements thereof, including the cost of furnishing any security needed in connection therewith; for protection against inclement or cold weather; for all expenses incurred by or on account of the suspension; interruption or discontinuance of work; for the cost of the surety bond and adequate insurance; for all taxes, fees, union dues, etc., for which the Contractor may be or become liable, arising out of his operations incidental to the Contract; for providing equipment on the site and off site; for providing a field office and its appurtenances and for all general and incidental expenses; for tools, implements and equipment required to build and put into good working order all work contemplated by the Contract; for maintaining and guaranteeing the same as provided; and for fulfilling all obligations assumed by the Contractor under the Contract and its related documents.

- B. The Owner shall pay and the Contractor shall receive the prices stipulated in the BID FORM made as part hereof as full compensation for everything performed and for all risks and obligations undertaken by the Contractor under and as required by the Contract.
- C. The prices for those Items which involve excavation shall include compensation for disposal of surplus excavated material and handling of water.
- D. In all Items involving excavation, the price shall be based on doing the entire excavation in earth. Where rock is excavated, the price, therefore, shall be in addition to the cost of excavating earth and no deduction will be made in the amount for earth excavation.

1.7 PAYMENT

- A. In general, payment will be made for all Contract work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the Owner and Contractor which has been completed and approved (See SECTION 11 BID FORM).
- B. Each application for payment will indicate the total of a minimum percent retainage as defined in under SECTION 01026 SCHEDULE OF VALUES as held by the Owner on the total of all work completed under the contract and approved for payment to-date.
- C. Monthly applications for payment may also indicate reduction or increase of the total Contract price when an approved change order results in a net reduction or net increase in the cost and quantity of work to be performed under the Contract.
- D. Special billings and charges against the Contract as credit or payment to the Owner, that are not for change order work, may be subtracted from monies due on any monthly application for payment but shall not serve to reduce the total Contract price.
- E. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for work which is incorporated in or made necessary by the Work.

1.8 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All bid items listed below are applicable for all site improvements as depicted in the Contract Documents.

BID ITEM NO. 1.0 PROJECT MOBILIZATION & DEMOBILIZATION

A. METHOD OF MEASUREMENT

1. This item shall be paid for at the contract price bid per Lump Sum.
2. The Lump Sum price for this item shall not exceed ten percent (10%) of the total amount of the bid.
3. A maximum of fifty percent (50%) of the Mobilization & Demobilization lump sum shall be payable in the initial payment requisition. The balance of this lump sum shall be payable upon completion of the project, after all project record keeping and close out requirements have been met, and all temporary items and measures have been removed and suitably disposed of and final restoration and cleaning has been completed.

B. BASIS OF PAYMENT

1. The Lump Sum price paid for item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
 - a. Initiating and administering the contract, including but not limited to furnishing performance and payment bonds and all other securities and insurances required, project meetings, securing of all necessary permits, etc., for providing all other materials, supplies, tools, equipment, labor, financing, supervision, temporary structures, and any and all other administrative expenses incurred in carrying out the work and furnishing the materials, keeping records and preparing required reports, and assuming risks, which have not been included in the prices in other items of the Bid Proposal;
 - b. Regular coordination with the Owner and Owner's Stakeholders identified by the Owner such as Fortuitous Partners and the Narragansett Bay Commission (NBC) including their Contractors regarding the work sequence and operations of this project with that of other adjacent projects already under construction. Coordination shall proactively address anticipated work-flow, project schedule, hours of operation, site access locations, delivery schedule for equipment and materials, etc.
 - c. Furnishing and installing Project Identification Signage at two locations identified by the Owner's Representative and Engineer in the field.
 - d. Costs, exclusive of the cost of materials, for mobilizing all machinery, tools, and other equipment necessary to carry out and complete the work;
 - e. Coordinating and scheduling the use of uniformed police and traffic persons including tracking or verifying hours worked by police and traffic persons;
 - f. Costs for demobilizing all machinery, plant, tools, and other equipment used to perform the work upon completion of the project;

- g. Costs for preparing, maintaining and updating the project schedule on a regular basis for submission to and approval by the Owner
- h. Performance of final cleanup and any necessary restorations of site features within the project area, exclusive of specific restoration to be paid for under other items.

BID ITEM 2.0 TREE & BRUSH CUTTING, PRUNING, REMOVAL AND DISPOSAL

A. METHOD OF MEASUREMENT

- 1. This quantity of this item shall not be measured separately but by evaluation of the progression of work activities that comprise this item, determined as a percentage installed, complete and accepted in place.

B. BASIS OF PAYMENT

- 1. The Lump Sum price paid for this item shall include full compensation for all labor, equipment, materials and incidentals needed to conduct various site preparation activities, with all work, complete in place but not limited to all field survey and layout, clearing and grubbing of vegetation, pruning of trees, cutting of trees, removal of stumps, removal and disposal of all materials resulting from the work, coordination for scheduling police details, including any and all incidentals related to the described and any and all items considered incidental and not specifically included for payment under other specification sections.
- 2. Furnishing and installing, as well as moving and placing any and all traffic cones, plastic pipe barriers and drum barrels and related signage including moving and re-setting all temporary pedestrian and traffic control devices from their initial locations, all handling, maintaining, transporting, and relocating traffic control devices to storage areas or to subsequent intermediate locations, as well as any and all re-deployment of control devices to protect vehicles and pedestrians as jobsite conditions warrant over the duration of the project. The price shall also include coordination for scheduling police details.

BID ITEM NO. 3.0 FURNISHING & INSTALLING PERIMETER CONSTRUCTION FENCE

A. METHOD OF MEASUREMENT

- 1. The unit price paid for this item shall include full compensation for all labor, equipment, materials and incidentals needed to install the perimeter construction fence consisting of chain link fence and gates, with driven line posts and concrete set corner and gate posts as indicated on the plans. The price shall include all materials including wire selvage, wire, posts hardware, support bars, braces, couplings, concrete bases, and any and all incidentals as needed to completely install the fencing as indicated on the plans.
- 2. This item includes furnishing and installing chain-link fence windscreen Type 1 (Solid Color) and Type 2 (Color graphics) as indicated in the plans, in a repeating pattern, to the limits of the chain link fencing (1,750 LF) installed under this project.

3. This item also includes furnishing and installing windscreen Type 1 and Type 2 in a repeating pattern on existing chain link fencing (Approximately 650 LF) that is in place and has been accepted to remain.

B. BASIS OF PAYMENT

1. Payment shall be per linear foot and shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
 - a. Furnishing and installing the chain-link fence and gates, driven line posts, corner posts and gate posts and any temporary fencing as indicated on the plans. The price shall include all materials including support bars, braces, couplings, wire, concrete bases, and incidentals as needed to completely install the fencing as indicated on the plans.
 - b. Furnishing and installing colored, graphic windscreens and all fasteners as necessary to affix the windscreen to both new and existing construction chain-link fence. Furnishing and installing windscreen on existing fencing shall be considered incidental to the item.
 - c. Furnishing and installing traffic management devices to provide clear and visible vehicle protections, bicycle and pedestrian traffic controls and detours around the project area, also required.
 - d. The Contractor is required to reposition the traffic control devices as many times as necessary to ensure the safe passage of vehicular traffic and pedestrians while the work is being performed. Supplemental signs and traffic control devices directing traffic around and/or through the work zones shall be supplied as operations require or as directed by the Engineer. Payment for these traffic control measures shall be included as part of this item and no additional payment will be made.
 - e. Other work, whether direct or incidental, associated with the maintenance and protection of the site and related traffic and sidewalk closures/protections not specifically identified herein.

BID ITEM NO. 4.0 FURNISHING & INSTALLING CONSTRUCTION ENTRANCES

A. METHOD OF MEASUREMENT

1. This item shall be paid for at the contract price bid per Lump Sum.

B. BASIS OF PAYMENT

1. The Lump Sum price paid for item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
 - a. Clearing and preparing the work area, saw-cutting of pavement, excavation and disposal of all materials, grading and compacting of the subgrade material, furnishing gravel borrow, furnishing geogrid, crushed stoned and any incidental materials required to completely install the construction access pads to the dimensions indicated on the plans.

2. Other work, whether direct or incidental, associated with the installation of construction entrances to the limits shown and not specifically included for payment under other bid items shall be included herein.

BID ITEM NO. 5.0 HOMELESS ENCAMPMENT AND ILLEGAL DUMPING ABATEMENT

A. METHOD OF MEASUREMENT

1. This item shall be paid for at the contract price bid per Lump Sum.
2. The City of Pawtucket Fire Department will provide disposal bins for bio-hazardous material such as hypodermic needles. The full bins shall be returned to the Fire Department at 137 Roosevelt Avenue, Pawtucket RI 02860 for disposal by the City.

B. BASIS OF PAYMENT

1. The Lump Sum price paid for item shall include full compensation for all labor, equipment, materials and incidentals needed to complete the following:
 - a. Contractor shall be responsible to provide all labor, material, tools, protective clothing, and gear, and equipment that are required or needed to perform the work to collect, handle, remove, transport, dismantle and dispose of the biohazards, debris, rubbish and bulky waste materials present and leave the site clean.
 - b. Coordination with the City of Pawtucket to ensure the homeless encampments are cleared of any inhabitants prior to start of work.
 - c. Coordination with the City Fire Department to obtain bio-hazard disposal bins.
 - d. Vegetation removal/trimming and brush/weed abatement as needed to provide a path or access to the various locations or to free waste materials within the project area and any debris jams along the edge of the Seekonk River.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

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SECTION 01026
SCHEDULE OF VALUES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Requirements for breakdown of Lump-Sum Bid items.
- B. Related Sections
 - 1. Section 01300 - Submittals

1.2 BREAKDOWN OF LUMP SUM BID

- A. Within seven (7) business days of the date of the Executed Contract, a list detailing the breakdown of the Lump Sums Bid by the appropriate Divisions of these Specifications or as otherwise directed by the Engineer, shall be submitted for review and concurrence by the Engineer. This list will be used by the Engineer as a guide in preparing estimates for payment. The list shall be an accurate representation of costs required to complete the Work in accordance with the Contract Documents.
- B. A schedule of the value of work done based on the Progress Schedule shall be submitted under Section 01300 – Submittals. All materials shall be submitted within seven (7) business days of the date of the executed Contract. The schedule shall show the total sum of work done for each month of the projected construction period and shall be updated monthly to reflect the actual amount requisitioned for payment.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01035 MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Procedures for making modifications to the Contract by change orders or other means.
- B. Related Sections
 - 1. Appendix D Standard Form of Agreement

1.2 CHANGE ORDERS

- A. In general Change Orders will be issued for modification of Contract documents which will incorporate changes in the Contract requirements, including additions or deletions in the Work; for unforeseen field conditions which will necessitate changes in the Work; changes in code provisions or other requirements of federal, state or local authority requiring changes in the Work; changes in the availability of products or for incorporating new products into the work and for changes directed by the Engineer for the benefit of the Owner.
- B. Authority to execute Change Orders shall be that of the Engineer and not of the Contractor. Changes Orders will, in general, originate by a "Change Order Proposal Request" or by issuance of a "Construction Change Authorization".
- C. Unless authorized by the Engineer, no work shall be performed that is involved in the change until a formal Change Order is issued.
- D. To initiate a Change Order, the Engineer will forward a Change Order proposal request describing the proposed changes and if required, include additional or revised drawings and specifications soliciting a formal quotation of cost and time to complete the proposed Change Order work. Upon reaching mutual agreement on the cost and time, the Engineer will sign his approval of the Change Order and submit it to the Contractor for his full signature of acceptance.

1.3 FIELD ORDERS

- A. The Engineer may, to avoid costly removal of, or alterations to, present on-going work, issue a Construction Change Directive or Field Order, authorizing the Contractor to proceed, subject to later negotiation of the price of the change.

1.4 PRICE AGREEMENTS

- A. Prices agreed upon to cover the Change Orders may be either by mutual acceptance of a lump sum or by unit prices as stated in the Contract bid proposal or actual direct cost plus a percentage for overhead, profit and other expenses consistent with Contract Agreement.

- B. Work done by a subcontractor entitles the General Contractor a percentage of the sum of the actual direct cost, not including the subcontractor's overhead and profit, consistent with the Contract Agreement.
- C. Method for computing the cost of the change shall be based on the net additional increase. No overhead and profit shall be deducted from prices for changes deleting work.
- D. The Change Order form document shall indicate the net adjustment (+/-) to the total Contract price as a result thereof including extension or reduction of time when applicable.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01040
COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for the Contractor coordinating the various parts of Work under this Contract.

1.2 REQUIREMENTS

- A. Coordinate scheduling, submittals, and work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate on-site work operations schedule with operations of nearby ongoing construction projects including Narragansett Bay Commission.
- C. Coordinate site deliveries with operations of nearby ongoing construction projects including Narragansett Bay Commission.
- D. Coordinate completion and cleanup of Work in preparation for Substantial Completion.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01050
FIELD ENGINEERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Survey work and other field engineering responsibilities of the Contractor.

1.2 REQUIREMENTS

- A. The Contractor shall be responsible for layout of the Work including but not limited to all concrete columns, piers, walls and stairs, and the establishment of lines and grades within the project limits.
- B. Establish elevations, lines, levels, reference marks, batter boards, local benchmarks, etc., as required during the progress of the Work. Verify such marks by instrument to confirm accuracy.
- C. Locate and protect survey control and reference points.
- D. Make, check, and be responsible for all measurements and dimensions necessary for the proper construction of the Work. Notify the Engineer /Owner's Representative of any discrepancies.
- E. The Engineer will be permitted to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor. The Contractor shall correct any errors found in lines, elevations, reference marks, batter boards, etc. Such a check shall not be construed as approval of the Contractor's work and shall not relieve or diminish the responsibility of the Contractor for the accurate construction and completion of the Work.
- F. Control datum for survey is NAVD 88 with local benchmarks as shown on Drawings.

1.3 QUALITY ASSURANCE

- A. Qualifications
 - 1. Employ a Civil Engineer or Land Surveyor registered within the State of Rhode Island, acceptable to the Engineer.
- B. Certifications
 - 1. Submit certificate signed by the Contractor's Engineer or Land Surveyor stating elevations and locations of the Work are in conformance with the Contract Documents.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01060
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Building codes, Mechanical codes, and Electrical codes, Regulations, Permits and Fees applicable to the project.

1.2 PERMITS BY CONTRACTOR

- A. The Contractor shall secure all necessary permits from the state, city or town authorities having jurisdiction, for digging of trenches in the streets or highways and all other building and construction operations requiring permits.
- B. As a minimum the following permits are required:
 - 1. Street Opening Permit – City of Pawtucket.
 - 2. Electrical Permit – City of Pawtucket
 - 3. Building Permit – City of Pawtucket
 - 4. Stormwater Pollution Prevention Control Plan

1.3 PERMITS BY OWNER

- A. The Owner has obtained or will obtain and pay all fees for the permits listed here. The Contractor shall conform to the requirements as set forth in the following permits:
 - 1. CRMC Assent #A2025-10-028 Issued 02/05/2026

1.4 CODES

- A. The Contractor shall conform to the requirements of and pay all fees imposed by local and State Building Authorities having jurisdiction over the Work. The Contractor is responsible to conform to all building, mechanical, electrical and plumbing code requirements.
- B. The Contractor shall conform to the latest requirements of the following:
 - 1. All Federal, State and Municipal Laws
 - 2. Rhode Island State Building Codes, National Building Code Regulation SBC-1
 - 3. Rhode Island State Building Codes, Electrical Code Regulation SBC-5
 - 4. Any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.

1.5 FEES

- A. The cost of all permits to be secured by the Contractor shall be borne by him and shall be considered as having been included in the price or prices stated in the Bid. Copies of all required permits shall be submitted and shall be filed with the Engineer prior to starting work for which a permit is required.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01067

STATE OF RHODE ISLAND AND FEDERAL REQUIREMENTS

PART 1 - GENERAL

A. SECTION INCLUDES

1. RHODE ISLAND SALES AND USE TAX
2. HISTORICAL ARTICLES
3. PREVAILING MINIMUM WAGE RATES
4. EXCERPTS FROM RHODE ISLAND LAWS
5. REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE, EQUAL OPPORTUNITY AND NONDISCRIMINATION

B. ATTACHMENTS

1.2 RHODE ISLAND SALES AND USE TAX

- A. Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The Contractor shall file for exemption on behalf of the Owner, with the State of Rhode Island Department of Taxation as required by law. The exemption from the Sales Tax shall be taken into account by the Contractor during bidding.

1.3 HISTORICAL ARTICLES

- A. During the life of this Contract, the Contractor is herewith required to immediately notify the following organizations listed below in the event that any articles such as "charcoal," "bone," "shell," "cultural objects - fire cracked stones or stone flaking material" or any other such related items of historical significance are discovered.
1. Owner
 2. Local Historical Society
 3. Rhode Island Historical Commissioner
 4. Engineer

1.4 PREVAILING MINIMUM WAGE RATES

- A. Local prevailing minimum wage rates apply to this project. It is the responsibility of the Contractor before bid openings to request, if necessary, any additional information on local prevailing Wage Rates for those tradespeople who are not covered by the applicable local Wage Decision, but who may be employed for the proposed work under this Contract.
- B. The attention of the Contractor is also directed to Specification Subsection 00700, 1.19 in regards to the requirements for certified payrolls. The Contractor shall routinely prepare and submit as a

part of the required certified payrolls the "PRIME CONTRACTOR'S OVERALL PAYROLL CERTIFICATION" form.

1.5 EXCERPTS FROM RHODE ISLAND LAWS

- A. The Contractor and each of his subcontractors shall especially note his obligations to comply with the following statutes or excerpts therefrom and any current revisions thereof contained in the General Laws of Rhode Island.
- B. These laws reflect changes made through the end of the 1992 legislative session. While every attempt at accuracy has been made, these are not certified true copies of these laws. The responsibility for compliance with all applicable provisions of Rhode Island laws relating to bidding, award, and performance of public works contracts is the Contractor's. Certified true and complete copies of any Rhode Island laws and regulations may be obtained from the Office of the Rhode Island Secretary of State.

R.I.G.L.

Title, Chapter, Section EXCERPT

5-6-2 WORK FOR WHICH LICENSE REQUIRED

"No person, firm, or corporation shall enter into, engage in, or work at the business of installing wire, conduits, apparatus, fixtures and other appliances for carrying or using electricity for light, heat or other purpose, unless such person, firm or corporation shall have received a license and certificate therefore, issued by the State Board of Examiners of Electricians."

28-26-6 LICENSE REQUIRED FOR OPERATION OF HOISTING MACHINERY - PUBLIC CONTRACTS

"No persons shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric or compressed air hoist, shovel, crane, excavator, of five horsepower or more without obtaining a license to do so as provided in this chapter. No user or agent of use of any such described steam, gasoline, diesel, electric or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided by this chapter.

Every contract in the construction of public works by the State, or by any City or Town, or by persons contracting therewith for such construction, shall contain a clause embodying the provisions of this section."

Chapter 116

From Chapter 116 of the General Laws of Rhode Island, 1938, relative to the condition's precedent, etc., to carrying on business within this State by foreign corporations:

"The certificate and power of attorney mentioned in the General Corporation Law, properly filled out, subscribed and sworn to, and accompanied by a certified copy of the Charter, articles of association or other similar organization papers, together with all

amendments thereto, must be filed in the office of the Secretary of State by all foreign corporations intending to carry on business within this State, or for a foreign corporation to enforce in the courts of this State any contract made within the State."

Detailed information regarding Chapter 116 of the General Laws of Rhode Island, 1938, relative to the condition's precedent, etc., to carrying on business within this State for foreign corporations may be obtained from the Secretary of State, State House, Smith Street, Providence, Rhode Island.

Title 37 (chapters as provided at the end of this Specification Section.)

1.6 REQUIREMENTS FOR MINORITY BUSINESS ENTERPRISE, EQUAL OPPORTUNITY AND NONDISCRIMINATION

- A. Contracts for work under the bid (proposal) will obligate the contractors and subcontractors not to discriminate against in employment practices.
- B. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising, selection for training including apprenticeship; and participation in recreational and educational activities. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notice to be provided, setting forth the provisions of this non-discrimination clause. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor and upon subcontractors for standard commercial supplies or raw materials.
- C. The Contractor shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Owner may require as consistent with Federal and State law.
- D. The Contractor agrees to comply with such rules, regulations, or guidelines as the State of Rhode Island may issue to implement these requirements. The Contractor further warrants that it will comply with, Title VI of the Civil rights Act of 1964, 42 U.S.C. 200d to d4.
- E. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects. Non-resident Contractors are subject to Section 44-1-6 of the RI General Laws, as amended, regarding OUT-OF-STATE CONTRACTORS.
- F. The Contractor will be required to comply with Equal Opportunity Requirements and to abide by the prevailing wage rates for Public Works Projects for all employees on the job. It is the responsibility of contractors to inform themselves as to the local labor conditions, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of wage rates. Information is available at the Department of Labor.

- G. The City of Pawtucket supports goals regarding Minority Business Enterprises (MBE) and Woman's Business Enterprises (WBE) participation. This project does not have a minimum MBE/DBE requirement.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01090
REFERENCE STANDARDS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Reference material, abbreviations, and terms used in the Construction Documents and establishes edition dates and complete titles for standards referenced elsewhere in the Specifications.

1.2 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Obtain copies of standards when required by Contract Documents.
- C. Maintain copy at jobsite during submittals, planning, and progress of the specific work, until Substantial Completion.
- D. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 SCHEDULE OF REFERENCES

AA Aluminum Association
 818 Connecticut Ave. N.W.
 Washington, DC 20006

AASHTO American Association of State Highway and Transportation Officials
 444 North Capitol Street, N.W.
 Washington, DC 20001

ACI American Concrete Institute
 Box 19150
 Reford Station
 Detroit, MI 48219

AFBMA	Anti-Friction Bearing Manufacturers Association
AGC	Associated General Contractors of America 1956 E Street, N.W. Washington, DC 20006
AGM	American Gear Manufacturers Association
AI	Asphalt Institute Asphalt Institute Building College Park, MD 20740
AISC	American Institute of Steel Construction 400 North Michigan Avenue Eighth Floor Chicago, IL 60611
AISI	American Iron and Steel Institute 1000 16th Street, N.W. Washington, DC 20036
AMCA	Air Movement and Control Association 30 West University Drive Arlington Heights, IL 60004
ANS	American National Standard
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018

API	American Petroleum Institute
ARI	Air-Conditioning and Refrigeration Institute 1501 Wilson Boulevard Arlington, VA 22209
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017
	ASHRAEAmerican Society of Heating, Refrigerating and Air Conditioning Engineers 1791 Tullie Circle, N.E. Atlanta, GA 30329
ASME	American Society of Mechanical Engineers 345 East 47th Street New York, NY 10017
ASPA	American Sod Producers Association 4415 West Harrison Street Hillside, IL 60162
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103
AWG	American or Brown and Sharpe Wire Gage
AWPA	American Wood-Preservers' Association 7735 Old Georgetown Road Bethesda, MD 20014

AWS	American Welding Society
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235
BIA	Brick Institute of America 11490 Commerce Park Drive Reston, VA 22091
CS	Commercial Standard
EJCDC	Engineers' Joint Contract Document Committee American Consulting Engineers Council 1015 15th Street, N.W. Washington, DC 20005
FM	Factory Mutual System 1151 Boston-Providence Turnpike PO Box 688 Norwood, Massachusetts 02062
Fed Spec. (WFSIS)	Federal Specification General Services Administration Specification and Consumer Information Distribution Section Washington Navy Yard, Bldg. 197 Washington, DC 20407
IBR	Institute of Boiler and Radiator Manufacturers

ICBO	International Conference of Building Officials 5360 S. Workman Mill Road Whittier, CA 90601
IPS	Iron Pipe Size
JIC	Joint Industry Conference Standards
MIL	Military Specification Naval Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NASSCO	National Association of Sewer Service Companies 101 Wymore Road, Suite 521 Altamonte, FL 32714
NBS	National Bureau of Standards
NCMA	National Concrete Masonry Association PO Box 781 Herndon, VA 22070
NCPWB	National Certified Pipe Welding Bureau
NEMA	National Electrical Manufacturers' Association 2101 'L' Street, N.W. Washington, DC 20037
NFPA	National Fire Protection Association Battery March Park Quincy, MA 02269

NPT National Pipe Thread

OS&Y Outside screw and yoke

PCA Portland Cement Association
5420 Old Orchard Road
Skokie, IL 60077

SMACNA Sheet Metal and Air Conditioning Contractors' National Assoc.
8224 Old Court House Road
Vienna, VA 22180

Stl. WG U.S. Steel Wire Washburn and Moen, American Steel and Wire
or Roebling Gage

UL Underwriters' Laboratories, Inc.
333 Pfingston Road
Northbrook, IL 60062

USS Gage United States Standard Gage

125-lb. ANS American National Standard for Cast-Iron Pipe Flanges and Flange
250-lb. ANS Fittings, Designation B16.1-1975, for the appropriate class

1.4 EDITION DATES

- A. Reference to publications and reference material shall be understood to mean the latest edition, unless stated otherwise.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for project meetings.

1.2 PRECONSTRUCTION CONFERENCE

- A. The Engineer will schedule and administer a pre-construction conference.
- B. The pre-construction conference will be scheduled and administered within seven (7) calendar days after the dated "Notice to Proceed". The Contractor shall be prepared to address such topics as projected construction sequences and schedules, major personnel, critical work areas, construction facilities, critical path components and shop drawing submittals.

1.3 PROGRESS MEETINGS

- A. The Engineer will schedule and administer progress meetings and specially called meetings throughout the duration of the Work at minimum monthly intervals.
- B. The time and location of such meetings shall be designated by the Engineer and shall be convenient for all parties involved.
- C. The Engineer will prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies to participants, and those affected by decisions made.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01300

SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for submission of schedules, product and manufacturers' data, and shop drawings.

1.2 PROGRESS SCHEDULE

- A. Special attention is directed to the requirement that the Contractor shall start the work, within fourteen (14) calendar days after execution of the Contract Documents, and the Contractor shall submit to the Engineer for review a construction progress schedule conforming to requirements specified. This schedule should show the proposed dates of commencement and completion of each of the various subdivisions of work required under this Contract and the anticipated monthly percentage of completion based on the total contract price. The Contractor shall be responsible for updating and/or revising this schedule whenever directed by the Engineer throughout the duration of the Contract.
- B. Special attention is directed to the requirement that the Contractor shall start the Work, as specified under this Contract, no later than thirty (30) calendar days after the execution of the Contract Documents, unless otherwise directed by the Owner. The Contractor shall comply with all pre-construction requirements as specified. The Owner reserves the right to delay the commencement of the Work or any part thereof if the specified requirements as determined by the Engineer have not been satisfied. The Owner further reserves the right to limit or, delay construction, or certain activities thereof, in certain areas of the Contract should the Owner deem it to be in the public's best interest and/or safety to do so.
- C. The Contractor shall contact the appropriate town or city authorities concerning any public or semi-public events that may occur during the construction period that may affect construction. The Contractor alone shall be responsible for arranging his construction sequence to conform to any restrictions these events may impose. No claims for extras will be allowed because of any delay, extra materials handling, extra excavation, etc. caused by the imposed restrictions. However, additional time may be granted for completion of the work to compensate for delays caused by said restrictions.

1.3 SHOP DRAWINGS

- A. Submit four (4) copies of all shop and working drawings of concrete reinforcement, structural details, piping layout, wiring, materials fabricated especially for the Contract, and materials and equipment for which such drawings are specifically requested.
- B. A maximum of two (2) submittals of each shop drawing will be reviewed by the Engineer. If more submittals are required due to the Contractor's neglect or failure to fulfill the requirements of the Contract plans and specifications, or to make corrections or modifications required by the Engineer in the review of the first two submittals, the Engineer will review the submittal and the

Contractor will be responsible for the cost of the review, as determined by the Owner based on the Engineer's documentation of time and rates for additional services established in the Engineering Agreement between the Owner and the Engineer.

- C. If resubmittals on shop and working drawings are required, the Engineer will retain two (2) copies and two (2) copies will be returned to the Contractor. When resubmittals are returned to the Engineer, six copies of the complete submittal shall again be required.
- D. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When the dimensions are of particular importance, or when specified, the drawings shall be certified by the manufacturer or fabricator as correct for the Contract.
- E. When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- F. The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings to eliminate delay to the Work due to the absence of such drawings. All shop and working drawings must be submitted to the Engineer within fourteen (14) calendar days prior to incorporation into the Work, unless otherwise permitted by the Engineer. Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals. The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. Prior to and during the progress of the Work the schedule shall be revised and resubmitted as requested by the Engineer.
- G. No material or equipment shall be purchased or fabricated for the Contract until the required shop and working drawings have been submitted as hereinabove provided and reviewed for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- H. Until the necessary review has been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations) for which review is required.
- I. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from his subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24 inch by 36 inch sheets, except those which are made by changing existing standard shop and working drawings. All drawings shall be clearly marked with the names of the Owner, Contractor, and building, equipment, or structure to which the drawing applies, and shall be suitable numbered. Submitted shop drawings shall be accompanied by a letter of transmittal, completed by the Contractor as approved by the Engineer.
- J. Only drawings which have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings which are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

- K. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in his letter of transmittal.
- L. The review of shop and working drawings by the Engineer will be general only, and nothing contained in this Section shall relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance as specified. The Contractor shall be responsible for errors and omissions in shop drawings.
- M. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires, appurtenances, or layouts etc., either existing or as detailed on the Drawings, he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do the work necessary to make such modifications.
- N. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for Contractor's quality control of products, suppliers, manufacturers, services, site conditions, and workmanship, to produce Work of specified quality.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Where indicated provide full shop drawings designed and engineered by a professional engineer licensed in the state of Rhode Island.
- B. Comply fully with manufacturers' instructions, including each step in the installation sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Wall work shall be overseen and performed by qualified and experienced personnel.
- F. Persons utilized in the construction and fabrication of the work shall be able to produce workmanship of the shown and specified quality.
- G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.3 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified to be removed, clear area only after field sample has been accepted by the Engineer.

1.4 CERTIFIED WELDERS

- A. Structural welds shall be made only by operators who have been qualified by tests, as prescribed in the "Standard Qualification Procedure" of the American Welders Society, to perform the type of work required.
- B. Pipe welds shall be made only by operators who have been qualified by the National Certified Pipe Welding Bureau and each operator's qualification record shall be submitted to the Engineer before any work is performed.

- C. Shop welding shall be in accordance with the "Code for Welding in Building Construction".

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01410
TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Qualification, duties and responsibilities of testing laboratories.
 - 2. Coordination and scheduling responsibilities of the Contractor.
- B. Related Sections
 - 1. Section 01020 - Allowances
 - 2. Section 01600 - Materials and Equipment

1.2 PAYMENT PROCEDURES

- A. Initial Testing
 - 1. Testing will be performed as required by the Engineer. The Owner will conduct testing for purposes of verifying conformance of the Work.
- B. Re-Testing
 - 1. When initial tests indicate noncompliance with the Contract Documents, subsequent retesting occasioned by the noncompliance shall be performed by the same testing agency.
- C. Contractors Convenience Testing
 - 1. Inspecting and testing performed exclusively for the Contractor's quality control purpose and for conformance with the specifications in regard to scheduling and the cost of the testing shall be the sole responsibility of the Contractor.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM)
 - 1. E329, Agencies Engaged in Construction Inspection and/or Testing

1.4 REQUIREMENTS

- A. Work included:
 - 1. Cooperate with the Owner's selected testing agency and all others responsible for testing and inspecting the Work.
 - 2. Provide other testing and inspecting as specified to be furnished by the Contractor in this Section and/or elsewhere in the Contract Documents.

3. Where no testing requirements are described, but the Owner directs testing, the Contractor shall provide testing under the requirements of this Specification.

B. Work not included:

1. Selection of testing laboratory: The Owner will select a qualified independent testing laboratory.

1.5 QUALITY ASSURANCE

A. Qualifications

1. The testing laboratory will be qualified to the Owner's approval in accordance with ASTM E329.

B. Regulatory requirements

1. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

C. Regulatory Requirements Inspections and tests required by codes or ordinances, or by a plan approved authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Contract Documents.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall comply with pertinent provisions of Section 01600 - Materials and Equipment.
- B. The Contractor shall promptly process and distribute, to the Engineer, required copies of test reports and instructions received to ensure necessary retesting and replacement of materials with the least possible delay in progress of the Work.

1.7 SCHEDULING

A. Establishing schedule

1. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.
2. Provide all required time within the construction schedule.
3. Coordinate testing activity with the appropriate testing laboratory.

B. Revising schedule

1. When changes of construction schedule are necessary during construction, coordinate all such changes with the testing laboratory as required.

C. Adherence to schedule

1. When the testing laboratory is ready to test according to the established schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra charges for testing attributable to the delay may be back-charged to the Contractor and shall not be borne by the Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

A. Site Tests

1. Coordinate Testing with scheduled work operations and the Engineer. Representatives of the testing laboratory shall have access to the Work at all times and at all locations where the Work is in progress. Provide facilities for such access to enable the laboratory to perform its functions properly.
2. All specimens and samples for testing, unless otherwise provided in the Contract Documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.
3. Sieve and Proctor analysis will be performed as requested by the Engineer for in-situ aggregate to be used in the Work. Sieve and Proctor analysis to be stamped and signed by a Professional Engineer registered in the State of Rhode Island.
4. Sieve analyses are required for all aggregate and soils delivered to the job site to be used in the Work. Sieve analysis to be stamped and signed by a Professional Engineer registered in the State of Rhode Island. Contractor is responsible for sieve analysis for this purpose.
5. Sample all imported soils and aggregates at a minimum frequency of one (1) per one thousand cubic yards each to verify materials free of contamination. The material shall be tested for the following: volatile organic compounds (VOC's) (EPA method 8260), Poly-Nuclear Aromatic Hydrocarbons (PAH's) (EPA method 8270), total Petroleum Hydrocarbons ((TPH), and RCRA 8 Metals.
6. If identified by Engineer and based on results of field testing, soil compaction testing for paved areas shall be performed for every 3,000 square feet of roadway, but no less than two tests per street. Soil compaction testing to be performed for every 50 linear feet of excavated trench repair.
7. Asphalt compaction testing each day permanent bituminous concrete is placed. Testing shall be provided for every 150 linear feet of road, minimum two tests per road.

END OF SECTION

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SECTION 01560
TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Project Understanding: The Contractor shall note the work occurs on public land and includes operations within City owned streets and sidewalks or Right of Way Areas. Sidewalk areas and travel lanes may be required to be temporarily closed during some construction operations. Protect the public by establishing and maintaining barricades, fencing and signage alerting the public to the work activities.
- B. Site Access: Site access requires the creation of multiple construction entrances. Establish temporary fencing, utilize barrels and barricades to restrict access to the laydown and work areas. Refer to Section 02050 Site Preparation.
- C. Site Context: The site is adjacent to the Seekonk River, and areas are highly visible. Do not allow excess material, debris or trash to accumulate. Maintain a clean, organized site with a professional appearance at all times.

1.2 CLEANING DURING CONSTRUCTION

- A. Unless otherwise specified under the various trade Sections of the Specifications, the General Contractor shall perform clean-up operations during construction as herein specified.
 - 1. Control accumulation of waste materials and rubbish; periodically dispose of off-site. The Contractor shall bear all costs, including fees resulting from disposal.
 - 2. Clean areas prior to start finish work and maintain areas free of dust and other contaminants during finishing operations.
 - 3. Maintain project in accordance with all local, State and Federal Regulatory Requirements.
 - 4. Store volatile wastes in covered metal containers and remove from premises.
 - 5. Prevent accumulation of wastes that create hazardous conditions.
 - 6. Provide adequate ventilation during use of volatile or noxious substances
- B. 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 site.
 - 2. Do not dispose or 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.
 - 4. Use only those materials which will not create hazards to health or property and which will not damage surfaces.

5. Use only those cleaning materials and methods recommended by manufacturers of surface material to be cleaned.
6. Execute cleaning to ensure that the buildings, the sites, and adjacent properties are maintained free from accumulations of waste materials and rubbish and wind blown debris, resulting from construction operations.
7. Provide on-site containers for collection of waste materials, debris, and rubbish.
8. Remove waste materials, debris, and rubbish from the site periodically and dispose of at legal disposal areas off the construction site.
9. Handle material in a controlled manner with as little handling as possible. Do not drop or throw materials from heights.
10. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not damage surrounding surfaces.
11. During its progress, the work and the adjacent areas affected thereby shall be kept cleaned up and all rubbish, surplus materials, and unneeded construction equipment shall be removed and all damage repaired so that the public and property owners will be inconvenienced as little as possible.
12. Where material or debris has washed or flowed into or been placed in existing watercourses, ditches, gutters, drains, pipes, structures, work done under this contract, or elsewhere during the course of the Contractor's operations, such material or debris shall be entirely removed and satisfactorily disposed of during the progress of the work, and the ditches, channels, drains, pipes, structures, and work, etc. shall, upon completion of the work, be left in a clean and neat condition.

1.3 DUST CONTROL

- A. Provide adequate means for the purpose of preventing dust caused by construction operations throughout the period of the construction contract.
- B. This provision does not supersede any specific requirements for methods of construction or applicable aspects of Section 12 General Conditions for performance obligations of the General Contractor.

1.4 EROSION AND SEDIMENT CONTROL

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

- G. Construct all sedimentation control devices shown on the plans and as directed by the Engineer.

1.5 NOISE CONTROL

- A. Develop and maintain a noise-abatement program and enforce strict discipline over all personnel to keep noise to a minimum.
- B. Execute construction work by methods and by use of equipment which will reduce excess noise.
- C. Equip air compressors with Silencers and power equipment with mufflers.
- D. Avoid prolonged noise as well as loud noise. Manage movement of equipment, delivery vehicles, and site operations to minimize noise. Coordinate with vehicular traffic flow and work activities to reduce noise.

1.6 POLLUTION CONTROL

- A. Special care shall be taken to prevent contamination or muddying or interfering with the Seekonk River.
- B. No soil, sediment, debris or rubbish or waste matter of any kind will be allowed to discharge into the river.

1.7 SURFACE WATER CONTROL

- A. Take all precautions to prevent damage to the work or equipment by high wind, high water and/or by storm events. The Engineer with the approval of the Owner may prohibit the carrying out of any work at any time when in his judgement, high water or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress. No special compensation shall be made if the work is temporarily halted due to weather conditions.
- B. In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild such parts of the damaged work, as the Engineer may require, at no additional expense to the Owner.

1.8 BARRIERS AND ENCLOSURES

- A. Fences and Barricades
 - 1. Stockpiling of materials on site shall be limited to staged fencing materials, support equipment, metal dumpsters and non-erodible, inert construction materials. Materials on the site shall be fenced in the Location A as shown on the Plans. The fence shall become the responsibility of the Contractor and shall be removed at the completion of the project. Fencing may be adjusted to allow for site-work operations to flow smoothly.
 - 2. Provide and maintain temporary signage, drive post fences, temporary fences, guardrails, and barricades as indicated in the Contract Documents, or as necessary to secure the Work and adjacent property and protect persons and property.

3. The Contractor may obtain necessary approvals and permits and provide temporary expedients as necessary to accommodate tasks requiring items mentioned herein.

1.9 TEMPORARY PEDESTRIAN AND VEHICULAR TRAFFIC CONTROL

- A. Maintain pedestrian and vehicular traffic flow in areas adjacent to the work site. Furnish a written phased construction pedestrian plan that details the sequences and duration of the proposed detour. The Contractor shall have sole responsibility for the protection, maintenance, and movement of both temporary pedestrian and vehicular traffic control devices.
- B. All temporary detours and crosswalks shall comply with the Americans with Disabilities Act in all ways. Limit detours and disruption to sidewalks to the least amount of time necessary to complete the Work. Avoid long closures due to construction impacts over a large areas of sidewalks.
- C. Note the following References:
 1. Manual on Uniform Traffic Control Devices (MUTCD), latest edition, including all revisions.
 2. Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction, latest edition, including all revisions and RIDOT Standard Details, latest edition, including all revisions.

1.10 PROTECTION OF TREES

- A. The Contractor shall take care not to harm trees along the sides of roads or within the existing facility in which the construction work is to be done or trees on adjacent lands except as indicated on the drawings or with the written permission of the Owner and any other owner of the trees involved. Care shall be taken not to cut tree roots so as to harm the growth of trees to remain.
 1. If, in the opinion of the Engineer, any trees damaged during construction can be repaired, the Contractor shall satisfactorily repair same at no further cost to the Owner.
 2. If, in the opinion of the Engineer, any tree damaged during construction cannot be repaired and should be removed, the Contractor shall satisfactorily remove and replace, in kind, same at no further cost to the Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01570
TRAFFIC CONTROL

PART 1 - GENERAL

1.1 SCOPE

- A. This Section specifies the general requirements for traffic regulation, minimum performance criteria for maintenance and protection of traffic, road closures, and coordination with other parties for the duration of the Work.
- B. The Contractor shall be responsible for the maintenance and protection of traffic on public roadways impacted by its operations for the duration of the Work. The Contractor shall bear all costs for designing, furnishing, and maintaining traffic control facilities for the duration of the work.
- C. The Contractor shall obtain permission from the City of Pawtucket to temporarily close lanes and for other temporary traffic control measures required in performing the Work. Variations to the Traffic Plans must be approved by the City of Pawtucket.
- D. The Contractor shall coordinate its traffic control facilities with the schedule restrictions and construction operations of other parties as specified herein or as directed by the Engineer.
- E. Related work described elsewhere:
 - 1. Section 3.0 Project Overview

1.2 REFERENCE STANDARDS.

- A. Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition.
- B. Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction and all approved compilations.

PART 2 - PRODUCTS

2.1 TRAFFIC CONTROL DEVICES AND TEMPORARY MARKINGS.

- A. Traffic devices and markings shall conform to Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction Divisions I & III.
- B. FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition.

2.2 TRAFFIC CONTROL FACILITIES.

- A. Temporary traffic control equipment shall be furnished by the Contractor at the start of construction, adjusted as needed throughout the course of the Work and removed or restored at

the completion of the Work and shall include, but shall not be limited to traffic barriers, channelizing devices, signage, re-striping, work zone warnings and flashing arrow boards.

- B. The Contractor shall restore all public highways and traffic control devices to a condition equal to, or better than that that existed prior to the Work.
- C. Restore any traffic control loops damaged by the Contractors operations in accordance with RIDOT and/or City of Pawtucket requirements as applicable. Loops shall be restored within the time frame required by the City.

PART 3 - EXECUTION

3.1 MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL DEVICES.

- A. The Contractor shall not close any State or City streets or rights-of-way without prior permission from the Rhode Island Department of Transportation and/or the City of Pawtucket. The Contractor shall maintain existing traffic flows to all areas adjacent to the work areas. The Contractor shall not close or obstruct any portion of a street, road, or private way that shall be rendered unsafe by the Contractor's operations. Instead, the Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.
- B. Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for adequacy and safety of provisions made therefore.
- C. The Contractor shall, as least seven (7) days in advance, notify the Engineer in writing if the closure of a street or road is necessary and at least two (2) days in advance, notify the Police and Fire Department in writing, with a copy to the Engineer. The Contractor shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.
- D. Throughout the duration of the Work, the Contractor shall maintain all temporary and permanent traffic control facilities, signs, barricades and other protective devices in a sturdy, clean, legible condition and at the locations designated by the MPOT Plan. The Contractor shall cover or remove signs not in use. Maintenance of devices will include repairing, adjusting, washing, repainting, and the re-application of reflective sheeting.
- E. The Contractor shall maintain all sidewalks, crosswalks and accessways in accordance with the Americans with Disabilities Act (ADA) requirements. Provide clear and visible signage when conducting temporary closures.
- F. Care shall be exercised such that weeds, shrubbery, and construction materials, equipment, and spoils do not obscure the message of any sign, light, or barricade.
- G. No defective and/or damaged devices shall be installed. Devices showing defects or damage shall be either repaired or removed and replaced at no additional cost to the Owner.
- H. Any and all costs, including Owner and Engineers costs, of fines levied for violation of any permit requirements which are a direct result of Contractor's performance or non-compliance with issues permits or applicable regulations shall be paid by Contractor at no cost to the Owner.

3.2 MAINTENANCE AND PROTECTION OF TRAFFIC (MPOT) PLAN.

- A. The contractor shall prepare an MPOT coordinated with the schedule and desired sequencing of operations.
- B. The MPOT plan shall be implemented so that the duration and physical extent of any temporary lane closure is minimized. The MPOT shall be designed to minimize the need for Police details.

3.3 POLICING

- A. When, in the opinion of the Owner or the Engineer, public safety or convenience requires the services of police, the Engineer may direct the Contractor to provide manpower to direct traffic within the location of work under this Contract.
- B. When so directed, the Contractor shall make all arrangements for obtaining the necessary manpower. All costs for policing will be paid by the Owner. The Contractor shall pay all incidental costs related to the coordination for these services.
- C. The intent is to ensure public safety by police direction of traffic. Police are not to serve as watchmen to protect the Contractor's equipment and materials, or to warn pedestrians of such hazards as open trenches.
- D. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

3.4 PARKING

- A. The Contractor shall be responsible for managing employee parking throughout the duration of the Contract. The Contractor shall secure and establish parking at work site in a legal and safe manner that does not adversely affect traffic flows on public roads.

3.5 ROAD MAINTENANCE AND SITE ACCESS.

- A. Contractor shall establish entrances and exits to the site that conform to the Maintenance of Traffic Plans and are approved by the Engineer.

END OF SECTION

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SECTION 01580
PROJECT IDENTIFICATION AND TEMPORARY SIGNAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes, without limitation providing:
 - 1. The work to be performed under this section consists of coordination with the Engineer and Owner to compile content and finalize text and graphic content for the project sign.
 - 2. Requirements for fabricating and erecting Project Identification Sign.
- B. Submittals
 - 1. Submit per Section 01330 SUBMITTALS.
- C. Related Specifications without Limitation
 - 1. Division 01
 - 2. Division 02

1.2 SEQUENCING

- A. Graphic logo and layout files will be made available for Contractor's use by the Engineer.
- B. Contractor shall develop all final materials for the production of the project sign.
- C. Contractor to develop draft Project Sign and submit for review and approval.
- D. Final signage shall be in place prior to start of construction.

PART 2 - PRODUCTS

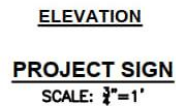
2.1 FABRICATION

- A. Construct 4'-0" x 8'-0" sign consisting of $\frac{3}{4}$ MDO Plywood with 2"x4" backer bracing and 6"x6" SYP PT wood post supports per approved shop drawings.
- B. Lettering, Images Logos on surface consisting of UV Stable ink, vinyl graphic wrap, etc. suitable for exterior use.
- C. Project Sign Content Area A.
 - 1. City of Pawtucket, Rhode Island
 - a. Mayor Donald J Grebien
- D. Project Sign Content Area B.
 - 1. Project Designer/Engineers

- E. Project Sign Content Area C.
 - 1. Partner Firm and Agency Logos (12)
- F. Project Sign Content Area D.
 - 1. Project full color graphic
- G. Project Sign Content Area E.
 - 1. Project Title

2.2 PROJECT IDENTIFICATION SIGN GRAPHIC LAYOUT





EXECUTION

3.1 INSTALLATION

- A. Consult with the Engineer and Owner regarding sign locations.
- B. Stake signs for final approval by Engineer.
- C. Excavate for post embedment.
- D. Install posts, assemble components.
- E. Erect sign in accordance with the details in the Specifications.
- F. Maintain sign plumb, with neat, clean appearance.

END OF SECTION

SECTION 01600
MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes
 - 1. Requirements for delivery, storage, handling and installation of systems, materials, manufactured units, equipment, components, and accessories used in the work.
- B. Related Sections
 - 1. Section 01300 - Submittals

1.2 DELIVERY

- A. Refer to Specifications' Sections for requirements pertaining to delivery and handling of materials and equipment.
- B. Transport products by methods to avoid product damage; deliver in undamaged conditions in manufacturers' unopened containers or packaging, dry.
- C. Provide equipment and personnel to handle products by methods to prevent soiling or damage.
- D. Promptly inspect shipments to ensure that products comply with requirements, that quantities are correct, and products are undamaged.

1.3 STORAGE AND PROTECTION

- A. Refer to Specifications' Sections for requirements pertaining to storage and protection of materials and equipment.
- B. Store products in accordance with manufacturers' instruction, with seals and labels intact and legible. Store sensitive products in weather tight enclosures; maintain within temperature and humidity ranges required by manufacturers' instructions.
- C. For exterior storage of fabricated products, place on sloped supports above ground. Cover products subject to deterioration with impervious sheet covering; provide ventilation to avoid condensation.
- D. Store loose granular materials on solid surfaces in a well-drained area; prevent mixing with foreign matter.
- E. Arrange storage to provide access for inspection. Periodically inspect to assure that products are undamaged and are maintained under required conditions.

1.4 INSTALLATION STANDARDS

- A. Comply with Specifications and referenced standards as minimum requirements.

- B. Components required to be supplied in quantity within a Specification Section shall be the same and shall be interchangeable.
- C. Do not use materials and equipment removed from existing structures, except as specifically required, or allowed, by the Contract Documents.
- D. Perform work by qualified people to produce workmanship of specified quality.
- E. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- F. When work is specified to comply with manufacturers' instructions, submit copies as specified in Section 01300 - Submittals, distribute copies to persons involved, and maintain one set in field office.
- G. Perform work in accordance with details of instructions and specified requirements.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 01700
CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for specific administrative procedures, record keeping, close-out submittals, and forms used at substantial and final completion of the Work.
- B. Contractor shall satisfy all administrative requirements within the Contract Documents and the Requirements listed in this section prior to Contract Close-out.

1.2 FINAL CLEANING

- A. On or before the completion of the work, the Contractor shall, unless otherwise especially directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools, and machinery or other construction equipment furnished by him; shall remove all rubbish from any grounds which he has occupied; and shall leave the roads and all parts of the premises and adjacent property affected by his operations in a neat and satisfactory condition.
- B. The Contractor shall restore or replace, when and as directed, any public or private property damage by his work, equipment, or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end, the Contractor shall do as required, all necessary highway or driveway, walk and landscaping work. Suitable materials, equipment, and methods shall be used for such restoration. The restoration of existing property or structures shall be done as promptly as practicable as work progresses and shall not be left until the end of the contract period.
- C. Unless otherwise specified under the various Sections of the Specifications, the Contractor shall perform final cleaning operations as herein specified prior to final inspection.
- D. At completion of work, remove waste materials, rubbish tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.
- E. Cleaning shall include all surfaces, interior and exterior in which the Contractor and all Subcontractors have access whether existing or new.
- F. Refer to Sections of the Specifications for cleaning of specific products or work.
- G. Use only those materials which will not create hazards to health or property, and which will not damage surfaces.
- H. Use only those cleaning materials and methods that are recommended by the manufacturer of surfaces material to be cleaned.
- I. Employ experienced workmen, or professional cleaners, for final cleaning operations.

1.3 PROJECT RECORD DOCUMENTS

- A. Project Record Documents also referred here as As-Built Drawings shall consist of all the contract drawings.
- B. The Contractor and all Subcontractors shall be required to maintain one set of As-Built Drawings, as the work relates to their Sections of the Specifications, at the site.
- C. As-Built Drawings shall be stored and maintained in the General Contractor's field office or site vehicle apart from other documents used for construction. The As-Built Drawings shall be maintained in a clean, dry, and legible condition and shall not be used for construction purposes.
- D. As-Built Drawings shall be available at all time for inspection by the Engineer. All deficiencies noted shall be promptly corrected.
- E. The following information shall be indicated on the As-Built Drawings for building construction:
 - 1. Record all changes, including change orders, in the location, size, number, and type both horizontally and vertically of all elements of the projects which deviate from those indicated on all the contract drawings.
 - 2. The tolerance for the actual location of utilities and appurtenances to and from buildings shall be marked on the As-Built Drawings shall be plus or minus two (2) inches.
 - 3. The location of all underground utilities and appurtenances referenced to permanent surface improvements, both horizontally and vertically at ten (10) ft. intervals and at all changes of direction.
 - 4. Each of the utilities and appurtenances shall be referenced by showing a tag number, area served and function on the As-Built Drawings.
 - 5. Prior to the installation of all finish materials, a review of the As-Built Drawings shall be made to confirm that all changes have been recorded. All costs to investigate such conditions shall be borne by the applicable party as demonstrated by the Engineer.
- F. At the end of each month and before payment for materials installed, the Contractor, and his Subcontractors, shall review As-Built Drawings for purpose of payment. If the changes in location of all installed elements are not shown on the as-built drawings and verified in the field, then the material shall not be considered as installed and payment will be withheld.
- G. At the completion of the contract, each Subcontractor shall submit to the Contractor a complete set of his respective As-Built Drawings indicating all changes. The Contractor shall certify in writing on the title sheet of the drawings that they are complete and correct.
- H. The Contractor shall submit a full Record Drawing Set prior to final inspection.

1.4 WARRANTIES

- A. Comply with requirements of Section 01740 Warranties.

1.5 FINAL INSPECTION

- A. The Contractor shall submit written certification that:
1. Project has been inspected for compliance with Contract Documents.
 2. Equipment and any systems have been tested in the presence of the manufacturer's representative and are operational and satisfactory.
 3. Project is completed, and ready for final inspection.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

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SECTION 01740

WARRANTIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. General administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.

1.2 SUBMITTAL

- A. Submit written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than a date of Substantial Completion for the Work, or a designed portion of the Work, submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner prior to acceptance of this portion of the Work.
- C. Refer to individual Sections of Division 2 through 16 for specific content requirements, and particular requirements for submittal of special warranties.

1.3 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- D. Owner's Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties that are not in conflict with requirements of the contract Documents.

- F. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.4 DEFINITIONS

- A. Standard Product Warranties are preprinted with written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION

SECTION 02050
SITE PREPARATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

A. Site Preparation:

1. The Contactor shall furnish all labor, materials, equipment and services necessary for and incidental to the execution of all site preparation activities as shown on the Drawings and as required to complete the project.
2. The work under this Section shall include but are not limited to the collection and legal disposal of the identified items. All work shall be done in a neat, workman-like manner.
3. Care and attention shall be given to protecting the waterways, site features, fencing, guardrails, trees noted to remain.
4. Work includes:
 - a. Protection and control of the work area and jobsite.
 - b. Installation of perimeter construction fence.
 - c. Installation of construction entrances.
 - d. Limited saw-cutting, removal and disposal of asphalt & concrete pavement.
 - e. Limited tree removal, tree limbing and pruning, understory shrub removal.

1.2 RELATED SECTIONS:

- A. Section 01560 Temporary Controls
- B. Section 02070 Biohazard Remediation
- C. Section 02831 Chain Link Fence

1.3 SUBMITTALS:

- A. Schedule of Work: The Contractor shall submit a site preparation plan outlining proposed methods and sequences for conducting the work. The plan shall detail specific measures to secure the work area and sequence activities to minimize soil disturbance.
- B. Site Access, Pedestrian and Vehicular Traffic Protection: The Contractor shall submit a written plan outlining proposed schedule, methods and sequences for providing safe back of sidewalk work related to construction fence installation as well as construction vehicle access and operations and delivery access to the site while project is active. The plan shall address pedestrian and vehicular safety and identify any proposed temporary sidewalks, crosswalks and other related temporary measures to protect the public, along with necessary signage.

- C. Submit Manufacturer's Product Data sheets for all products listed. Comply with Section 01300.

1.4 JOB CONDITIONS:

- A. Protect the condition of existing structures. It is the Contractor's responsibility to notify the Engineer of any differing site conditions identified in the course of site preparation activities. Conditions existing at time of inspection for bidding purposes will be maintained by the Owner insofar as practicable up to start of construction. Work or features that are damaged by the Contractor shall be restored at the Contractor's expense to the complete satisfaction of the Owner.
- B. Traffic: Conduct work operations to minimize interference with vehicular and pedestrian activity on Division Street, Portuguese Social Club Way, School Street, and Tim Healy Way, as well as to any adjacent buildings and walkways. Work activities and oversize deliveries and off-loading shall be scheduled to not disrupt private businesses or traffic circulation.
- C. Traffic Protection: Refer to plans for standard requirements and configurations. If conditions warrant, and if so directed by the Engineer, the Contractor shall provide additional traffic protection during work operations.

1.5 TESTING

- A. Not Used.

1.6 PROTECTIONS:

- A. Existing site features: The Contractor shall utilize barriers and fencing and take all necessary precautions to ensure any elements noted to remain are not damaged and remain in good shape and functional. Protect existing trees, light poles, signal arms, manholes, signs and electrical cabinets, as well as any other items noted to remain in place. Any items to remain that are damaged by the Contractor's operations during construction of the Work shall be repaired to their original condition or replaced with new at no cost to the Owner.
- B. Work or features shown to remain that are damaged by the Contractor shall be restored at the Contractor's expense to the complete satisfaction of the Owner. Remove and salvage any items noted accordingly.
- C. The Contractor shall follow the procedures outlined by the local, state and federal agencies regulating the project and in accordance to the permitting documents.

PART 2 - PRODUCTS

2.1 CONSTRUCTION FENCE WITH GATES

- A. Per Section 028131 Chain Link Fence: Temporary chain-link construction fence consisting of galvanized 9 ga., 2-inch mesh selvage, six feet in height.
- B. Construction fencing shall be faced with a colored windscreen.

2.2 CONSTRUCTION ENTRANCE – SITE CONSTRUCTION ACCESS

- A. Geogrid fabric underlayment in accordance with Section 211 of the RIDOT Standard Specifications.
- B. 1.5-inch crushed stone tracking ‘pad’ construction entrance as shown on the plans.
- C. Per RIDOT Standard 9.9.0

2.3 TRAFFIC PROTECTIONS: HIGH VISIBILITY, SIGNS, TRAFFIC CONES, BARRELS

- A. Per RIDOT standard Specifications.
- B. Construction Signs white and orange background with black lettering as required.
- C. Fluorescent Traffic Cones as required.
- D. Fluorescent Drum Barrels as required.

PART 3 - EXECUTION

3.1 OPERATIONAL ACTIVITIES

- A. The Contractor shall schedule and conduct an initial pre-site preparation walk-through meeting on site to review overall fence and gate layout, note any constraints, and discuss coordination of the Work. Site Preparation activities shall be fully coordinated with Homeless Encampment abatement work.
- B. The Contractor shall post signage and restrict public access to the site during construction. Protect the Work and areas of operation from public access is required.
- C. Determine fence locations and stake out alignment of approval by the Engineer.
- D. Upon approval of fence layout, cut, remove and dispose of any vegetation that limits the installation of the fencing. Remove any debris or rubbish encountered.
- E. The Contractor shall establish site construction entrances as shown on the plans and in coordination with the Engineer.
- F. The Contractor shall remove all urban debris and rubbish identified from the site, either as a site preparation activity or as a homeless encampment abatement activity under Section 02070 Biohazard Remediation. Materials shall be directly loaded into trucks or dumpsters. Stockpiling of material on site shall be avoided.
- G. During operations, the Contractor shall not expand the footprint of the debris and shall limit dust to the lowest practical level by wetting surfaces. Do not allow dust to leave the site.
- H. Debris, mud and soil shall not be allowed to ‘track’ off the site onto the roadways. The portions of roadways adjacent to the site shall be swept at the end of each workday during which trucks are entering and exiting the site.

3.2 DISPOSAL OF MATERIALS:

- A. General: All material resulting from site preparation work shall become the property of the Contractor except as specified otherwise. It shall be properly and legally disposed of at the Contractor's own expense as demolition and site preparation continues. The disposal method shall be in accordance with all federal, state, and local requirements, as well as subject to the acceptance of the Owner's Representative and Owner. Conform to the requirements of the Executed Agreement.
- B. Remove any vegetative material such as roots, branches, trees and understory shrubs cut in the process of installing the fencing or creating access.
- C. Remove rubbish and debris encountered during fencing or site access operations such as tarps, plastics, furniture, appliances, metal, glass, concrete block, pavers, carts, doors, rubble, stones, and general bulky waste.
- D. Remove any suspected biohazard material encountered per section 02070 Biohazard Remediation. The Contractor shall dispose of all materials generated thru the work operations legally, in an off-site location. The Contractor shall provide certification of material disposal compliance to the Engineer.
- E. At the completion of each workday, remove any temporary signage and traffic protections utilized. Clean and sweep the adjacent roadways the construction entrances utilized.

3.3 EXISTING TREE AND SHRUB CONSERVATION MEASURES

- A. Site preparation is required to install fencing, construction entrances and gain access to and in some areas, facilitate the removal of debris. Work may require removal or pruning of existing trees and shrubs. Removal of vegetation in general shall be limited. Any removals proposed shall be reviewed with the Engineer. Excessive cutting of plant material is prohibited.

END OF SECTION

SECTION 02831
CHAIN LINK FENCE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements to furnish and install perimeter construction fence consisting of chain link fence supported by both driven line-posts as well as fence with temporary base supports with double leaf access gates.

1.2 DESIGN REQUIREMENTS

- A. The fence shall be of the height indicated and shall have a top and bottom tension wire.
- B. Perimeter fence shall be supported by driven line-posts. Temporary Fence shall be supported with both line posts and corner posts in pre-cast concrete bases to avoid damage to pavement.
- C. Fence shall be configured per RIDOT Standard Specifications, Materials Section 902.
- D. Fence materials and installation shall meet or exceed the standards of the Chain Link Fence Manufacturers Institute, Columbia, MD., except as otherwise specified in this section; also fence materials shall meet or exceed Fed. Spec. RR-F-191G/GEN for Fencing, Wire and Post Metal (and Gates, Chain-link Fence Fabric, and Accessories), and shall conform to the ASTM Standards noted in this Specification.
- E. If in conflict, the more stringent and durable specifications and standards shall apply.

1.3 RELATED SECTIONS

- A. Section 02050 Site Preparation.

1.4 REFERENCES

- A. Fed. Spec. RR-F-191/1A, Type V, for Fencing, Wire and Post, Metal (Chain-link Fence Fabric).
- B. American Society for Testing and Materials
 - 1. A392, Specification for Zinc-Coated Steel Chain-Link Fence Fabric.
 - 2. A491, Specification for Aluminum-Coated Steel Chain Link Fence Fabric.
 - 3. A824, Specification for Metallic-Coated Steel Marcellled Tension Wire for Use with Chain Link Fence.
 - 4. F 626, Specification for Fencing Fittings
 - 5. F669, Standard Specification for Strength Requirements of Metal Posts and Rails for Industrial Chain Link Fence.
 - 6. F900, Standard Specification for Industrial and Commercial Swing Gates.

7. F1083, Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures.

1.5 SUBMITTALS

- A. Shop Drawings, submit in accordance with SECTION 01300.
 1. Include detailed information, specifications, sizes and dimensions for all materials, accessories, and finishes.
- B. Samples
 1. Submit samples of the fencing materials to be used, in accordance with the requirements of SECTION 01300.
 2. Each sample shall be identified by mark or tag.
 3. Samples to include:
 - a. 2-inch length of each type of post.
 - b. 2-inch length of each type of brace and railing.
 - c. 2-inch length of framework for gates.
 - d. 2-inch length of diagonal truss brace.
 - e. 2-inch length of tension wire.
 - f. Each type of fitting used at terminal posts.
 - g. Fittings used at line posts.
 - h. Fittings for the gate leaf frame.
 - i. Gate hinge.
 - j. Gate latch.
 - k. Stretcher bar, 2-inch length.
 - l. Bolt and nut fastener.
 - m. Fence fabric, 2 weaves, 2 meshes long.
 - n. Wire Ties.
 - o. At all gate locations: Padlocks with keys and 3/8-inch steel chain, 16-inch length min. All gates shall be keyed such that one key opens all locks.
 - p. 12"x12" min. HDPE Windscreen material sample, with sample printed graphic, include edge and grommets with cable ties
 4. Accompanying the samples, the Contractor shall submit a written statement that samples submitted comply with the requirements of these Contract Documents.
 5. Samples shall be submitted for review at least 20 days prior to fence installation.

C. Quality Control Submittals

1. Manufacturer's recommended installation instructions.
2. Evidence of Supplier and Fence Installer qualifications.
3. Submit all fence windscreen graphics to scale for review and final approval. The Engineer will furnish the Contractor with graphic file for use in preparing the submittal. Upon approval, the final production artwork shall be the responsibility to the Contractor.

1.6 QUALITY ASSURANCE

- A. Submit Fence and Windscreen Installer experience for projects of a similar size.

PART 2 - PRODUCTS

2.1 GENERAL

- A. All fittings, posts, fence and gate framework, and all accessories shall be galvanized steel.

2.2 CHAIN LINK FABRIC

- A. Fabric shall be woven in 2-inch mesh from 9 gage wire, count shall be the manufacturer's standard.
- B. Zinc-Coated Steel in accordance with ASTM A392, Class 1 with weight of zinc coating not less than 1.2 oz/sf); galvanized after weaving.
- C. Aluminum coated wire selvage fabric conforming to ASTM A491.
- D. Aluminum Alloy fabric conforming to ASTM F1183.
- E. Fabric Height: 72 inches high unless otherwise shown.
- F. Selvages: For fabric with 2-inch mesh, in heights less than 72-inches high, both selvages to be knuckled. For fences with fabric 72-inches high and greater, one selvage shall be knuckled and one selvage shall be twisted.

2.3 FENCE POSTS, RAILS AND BRACES

- A. General
1. In accordance with ASTM F669, Heavy Industrial Fence.
 2. Protective Coatings: Zinc Coating; ASTM F1234, Type A external and internal coating.
- B. Line Posts
1. 2.375 inch outside diameter steel pipe weighing not less than 3.65 lb. per ft.,
- C. End, Corner, and Pull Posts
1. 2.875 inch outside diameter steel pipe weighing not less than 5.79 lb. per ft.,

- D. Top and bottom gate frame components, top, middle and bottom braces between terminal posts and adjacent line posts.

- 1. 1 5/8 inch outside diameter steel pipe weighing not less than 2.26 lb. per ft.,

2.4 TENSION WIRE

- A. No. 7-gage, marcelled, coated steel wire conforming to ASTM A824 Type I, Aluminum coated, 0.40 oz/sf.

2.5 TIE WIRES

- A. 9 gage (outside diameter) galvanized steel wire for fastening fence fabric to line posts and rails.

2.6 STRETCHER BARS

- A. Flat bars with minimum cross section dimensions of not less than 3/16 inch by 3/4 inch.
- B. Not less than 2 inches shorter than height of the fabric with which they are to be used.

2.7 BANDS OR CLIPS

- A. Bar bends of not less than 11-gage sheet steel, 3/4 inches wide for posts 4 inch OD or less and 7/8 inches wide for posts greater than 4 inch OD, in accordance with ASTM F626, and bolted with 5/16 inch diameter galvanized carriage bolts and nuts.

2.8 DIAGONAL TRUSS

- A. Use between terminal and adjacent line posts and for gate framework.
 - 1. 3/8 inch diameter steel rod.

2.9 FITTINGS

- A. Malleable iron or pressed steel of suitable size to produce strong construction.
- B. Post Caps
 - 1. Accommodate passage of top rail.

2.10 SWING GATES

- A. General
 - 1. In accordance with ASTM F900.
 - 2. Gate capable of being opened and closed easily by one person.
 - 3. Paint welded steel joints with zinc-based paint.
 - 4. Attach chain link fabric securely to gate frame at intervals not exceeding 15 inches.
- B. Gate posts for gate leaves up to and including 6 ft. wide.

1. 2.875 inch outside diameter steel pipe weighing not less than 4.64 lb. per ft.,
 2. or 3.50 inch by 3.50 inch roll-formed, steel corner section weighing not less than 5.00 lb. per ft.
- C. Gate posts for gate leaves over 6 ft. up to and including 12 ft. wide.
1. 4.00 inch outside diameter steel pipe weighing not less than 8.65 lb. per ft.,
- D. Gate Posts for gate leaves over 13 ft. wide and up to and including 18 ft. 6.625 in. outside diameter steel pipe weighing not less than 18.02 lb. per ft.
- E. Gate Leaf framework
1. 1 7/8 inch outside diameter steel pipe weighing not less than 2.72 lb. per ft.
- F. Hinges
1. Heavy pattern of adequate strength for the gate size.
 2. Large bearing surfaces for clamping or bolting in position.
- G. Gate Stops
1. Mushroom type or flush plate with anchors, suitable for setting in concrete.
- H. Locking Mechanism
1. Provide with a suitable latch accessible from both sides and with provision for padlocking.
 2. Double leaf swing gates shall have a center bolt, center stop, and automatic backstops to hold leaves in open position.
 3. Padlocks
 - a. Solid brass cases.
 - b. Hardened steel shackles.
 - c. Removable core cylinders.
 - d. Galvanized steel chains attached to the shackle by a clevis.
 - e. Padlocks shall be manufactured by Eaton Corp Lock & Hardware Div., Yale Marketing Dept., Charlotte, N.C.; & P&F. Corbin, Div. of Emhart Corp., Berlin, Conn.; Best Universal Lock Co., Inc., Indianapolis, Ind.; or be an acceptable equivalent product.
 - f. Padlocks shall be furnished with four keys each.
- I. Dimensions
1. As shown on the Drawings.
- J. Gate to be designed with a means of adjusting the vertical alignment of the gate in the field.

2.11 FOUNDATIONS

- A. Concrete anchor block fence post base to receive temporary posts on pavement surfaces shown to remain. Configured to receive two fence posts and prevent over-turning.

- B. Concrete for gate posts and corner post foundation bases if so directed by the Engineer.

2.12 CONSTRUCTION FENCE WINDSCREEN

- A. Windscreen shall be 72" high, with both Type 1 (solid) color panels as well as Type 2 (multi-color) graphic panels, with differing images, city and company logos and text. Type 2 panels consist of graphic types A-E (Seven different images) Each type of wind screen shall be produced and installed in a repeating pattern to create a uniform visuals screen at the perimeter of the site.
- B. Windscreen material shall be HDPE, UV resistant, perforated material, to allowing approximately 35% air flow through the panels, with regularly spaced perimeter gromets (24" O.C. max.) to secure the panels to chain link fence.
- C. Windscreen shall be secured with UV resistant cable ties or similar fasteners; size and tensile strength shall be rated to support the windscreen selected. Color graphics shall be as shown in the details.
- D. Graphics will be provided by the Engineer to the Contractor.

PART 3 - EXECUTION

3.1 GENERAL

- A. The fence and gates shall be erected by skilled mechanics.
- B. Any change in direction of the fence line of 30 degrees or more shall be considered corners. Pull posts shall be used at any abrupt change in grade.
- C. Maximum area of unbraced fence shall not exceed 1,500 square feet. Terminal posts shall be braced to adjacent posts with horizontal brace rails and diagonal truss rods brought to proper tension so that posts are plumb.
- D. There shall be no loose connections or sloppy fits in the fence framework. The fence framework shall withstand all wind and other forces due to the weather.

3.2 POST SETTING

- A. Post spacing shall uniform with maximum spacing of 10 ft. in fences erected along straight lines. All posts shall be placed plumb and equally spaced, typically.
- B. Corner and gate post foundations in earth shall be concrete cylinders with a minimum diameter of 12 inches, crowned at grade to shed water, and shall not be less than 36 inches deep in the ground. Posts shall be set in the full depth of the foundations except for 3 inch of concrete under the posts.
- C. Coat portion of galvanized or aluminum-coated steel post that will be embedded in concrete with Bitumastic Super Service Black, manufactured by the Koppers Co.; 450 Heavy Themecol, manufactured by Tnemec Co., North Kansas City, MO; or an acceptable equivalent product. Extend coating to 1-inch above top of finished concrete.
- D. If foundation holes are excavated in peat or other unstable soil, the Engineer shall be notified for determination of suitable construction precautions.

- E. If solid ledge is encountered without overburden of soil, posts shall be set into the rock a minimum depth of 12 inch for line posts and 18 inch for terminal posts. Post holes shall be at least 1 inch greater in diameter than the post and the grout shall be thoroughly worked into the hole so as not to leave voids, and shall be crowned at the top to shed water. Where solid rock is covered by an overburden, the total setting depth shall not exceed the depths required for setting in earth, and the posts shall be grouted into the rock as described.
- F. Install temporary fencing in concrete anchor block bases in areas with pavement shown to remain.

3.3 FENCE SELVAGE FABRIC

- A. Fabric shall be stretched taut and secured to posts, rails, and tension wires with the bottom edge following the finished grade not more than 2 inch above the grade. The fabric shall be installed on the security side of the fence and shall be anchored to the framework so that the fabric remains in tension after pulling force is released.
- B. The fabric shall be attached to line posts with tie wires spaced at not more than 15-inch intervals and to rails and braces at not more than 24-inch intervals. The fabric shall be attached to the tension wire with hog ring ties on 24-inch centers.

3.4 FENCE WIND SCREEN

- A. Install windscreen to the limits of the perimeter fencing. Ensure the fabric hangs flat. Utilize approved cable ties rated to support the work. Restrain fabric securely.
- B. Locate Type 2 Windscreen (Color Graphics) as directed by the Engineer.
- C. Locate Type 1 Windscreen (Solid Color) either side of color graphic panel group.
- D. Repeat windscreen layout in approximately in a 14-7-14 repeating pattern (Type 1-Type 2-Type 1) on perimeter fencing.

3.5 GATES

- A. Stake out gate locations for approval by the Engineer. Gates shall be installed plumb, level, and secure for the full width of the opening and the hardware adjusted for smooth operation.
- B. Install hinge hardware. Configure pins to prevent un-wanted removal.
- C. Install latching hardware. Verify clearances are maintained, ensure un-impeded operations.
- D. Provide padlocks and chains at each gate.

3.6 ELECTRICAL GROUNDING

- A. Ground fences in accordance with applicable requirements of National Electric Safety Code.

END OF SECTION

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SECTION 02870
BIOHAZARD REMEDIATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK:

- A. The Contractor shall provide services to clean-up and dispose of debris and waste material from homeless encampments and illegal dumping activities within the project area.
- B. Site Preparation:
 - 1. Work may be performed in inclement weather. The project area contains heavy foliage, steep embankments, is adjacent to the Seekonk River, and other areas requiring alertness to the environment and pre-planning to prevent injury and illness. Some portions of the project area may become reoccupied prior to or during abatement, in which case the Contractor shall notify City of Pawtucket personnel, and the local police officers will address such situations prior to beginning or during abatement work.
 - 2. Sites are considered to contain a variety of materials including:
 - a) Bio-hazardous (e.g. hypodermic needles)
 - b) Garbage
 - c) General debris
 - d) Human waste
 - e) Animal waste
 - f) Constructed temporary shelters
 - g) Other items associated with homeless occupancy
 - 3. Sites may also contain other illegally dumped items including:
 - a) Furniture and appliances
 - b) Automobile parts and tires
 - c) Construction debris
 - d) Bicycles
 - e) Mattresses and box springs
 - f) Propane tanks
 - g) Batteries
 - h) Other miscellaneous items
- C. Biohazard Handling
 - 1. Contractor site supervisor and worker(s) must be trained and certified in handling and disposal of hazardous materials. Provide copies of any applicable training

records, certifications, and licenses required to perform this work upon request by the Engineer.

D. Structure Demolition

1. Some work may require the removal of wood frame or other makeshift structures of homeless encampments. The Contractor shall provide such services.

E. Vegetation and Debris Removal

1. Vegetation abatement is not the primary service provided by the Contractor; however, occasional vegetation removal/trimming and weed/brush abatement may be necessary in providing a path or access to the location or to free waste materials within debris jams along the edge of the Seekonk River.

F. Site Occupants

1. All homeless encampments sites will be cleared by local law enforcement prior to access to site by Contractor.

1.2 RELATED SECTIONS:

1.3 SUBMITTALS:

1.4 JOB CONDITIONS:

A. Use of Maintenance Access Roads, Pedestrian Trails, and Roads

1. No work shall be done at times when, in the discretion of the City's representative, weather or site conditions are unsafe or likely to cause damage to access roads, pedestrian trails or roads. Unless pre-approved, damages or alterations caused by Contractor's operations to drainages, access roads, pedestrian trails, or roads will be repaired to City's standards at the sole cost of the Contractor.

B. Traffic Control

1. If necessary, traffic control coordination will be the sole responsibility of the Contractor. All traffic control measures required by the city for road closure or restrictions shall be adhered to as a condition of this project.

1.5 TESTING

A. Not Used.

1.6 PROTECTIONS:

- A. Existing site features: The Contractor shall utilize barriers and fencing and take all necessary precautions to ensure any elements noted to remain are not damaged and remain in good shape and functional. Protect existing pavement / pathways / roadway surfaces from heavy equipment. Protect trees, light poles, Signal arms, manholes, signs and electrical cabinets, as well as any other items noted to remain in place. Any items to remain that are damaged by the

Contractors operations during construction of the Work shall be repaired to their original condition or replaced with new at no cost to the Owner.

- B. Work or features shown to remain that are damaged by the Contractor shall be restored at the Contractor's expense to the complete satisfaction of the Owner. Remove and salvage any items noted accordingly.
- C. The Contractor shall follow the procedures outlined by the local, state and federal agencies regulating the project.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 OPERATIONAL ACTIVITIES

- A. The Contractor shall schedule and conduct a site preparation walk-through meeting on site to review constraints, items to be removed, and coordinate the Work.
- B. The Contractor shall restrict public access to the site during construction. Protect the Work and areas of operation from public access. Establish the necessary limits of permanent and temporary chain link fencing at the contractor's need and discretion. Any products furnished to the site intended for use shall be secured and protected.
- C. The Contractor shall establish traffic and site access protection in coordination with the Owner and as shown on the plans.
- D. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, propane tanks, and other materials which could pose a health threat.
- E. Contractor is to perform work in a timely and efficient manner and employees shall conduct themselves in a courteous and business-like manner at all times.
- F. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
- G. Contractor shall maintain a cell phone and provide an emergency telephone number by Contractor shall notify Engineer when the work is complete and provide a clean-up report for project area. The clean-up report shall be submitted to the Engineer no later than one month after the cleanup. The report shall include:
 - a. Date of Service
 - b. Staff levels and staff hours
 - c. Technique utilized
 - d. Transfer station weight tags that include cost of disposal and total weight of debris removed
 - e. Any hazardous wastes and disposal tags that include cost of disposal and total weight or quantity of hazardous wastes removed

- H. Contractor shall be trained annually in OSHA's Bloodborne Pathogen Standard 1910.1030. This training must be supplemented with precautions regarding West Nile Virus, hantavirus, and histoplasmosis. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, propane tanks, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed.
- I. The Contractor shall remove all existing items designated for removal in their entirety, or to the line and grade shown on the drawings or specified herein.
- J. Debris shall not be allowed to 'track' off the site onto the roadways.

3.2 DISPOSAL OF MATERIALS:

- A. General: All material resulting from the clean-up shall become the property of the Contractor except as specified otherwise. It shall be properly and legally disposed of at the Contractor's own expense as work continues. The disposal method shall be in accordance with all federal, state, and local requirements, as well as subject to the acceptance of the Owner's Representative and Owner. Conform to the requirements of the Executed Agreement.
- B. The Contractor shall dispose of all materials generated thru the work operations legally, in an off-site location. The Contractor shall provide certification of material disposal compliance to the Engineer.

3.3 TREE AND SHRUB CONSERVATION MEASURES

- A. Site preparation is required to install fencing, construction entrances and debris removal may require removal or pruning of existing trees and shrubs. Removal of vegetation in general shall be limited. Excessive cutting of plant material is prohibited.

END OF SECTION

Appendix H

Plan Issued for Bid

CITY OF PAWTUCKET, RI

TIDEWATER LANDING PHASE 1B

RIVERWALK EAST CONTRACT 1 - ADVANCE WORK

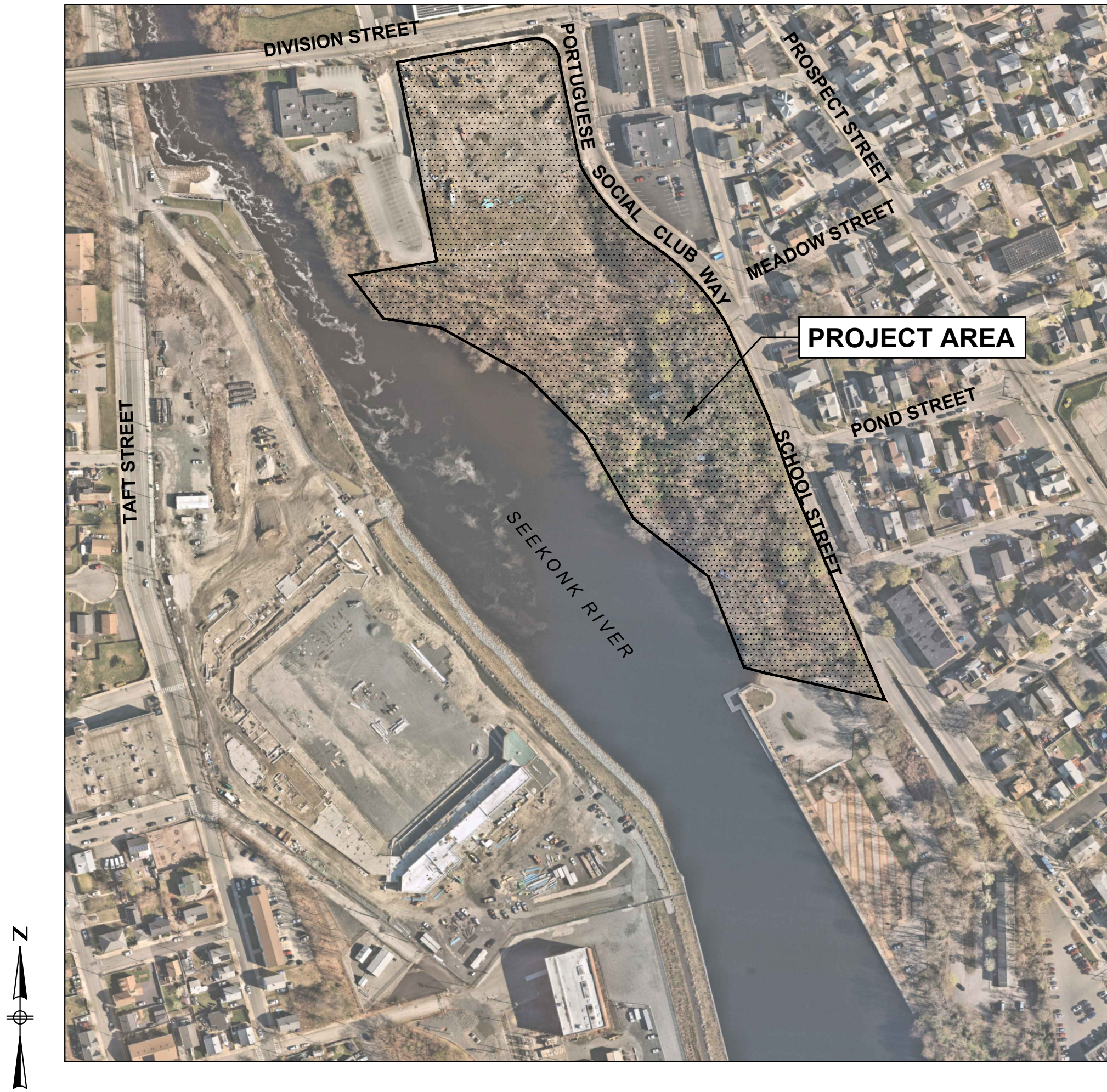
BID NO. 27-003

BID DOCUMENTS

AUGUST 2026



OWNER:
CITY OF PAWTUCKET
137 ROOSEVELT AVENUE,
PAWTUCKET, RI 02860



 PROJECT LOCATION

LOCATION MAP
1"=200'

PREPARED BY:



www.BETA-Inc.com
ISSUE DATE: 7/21/2026

PLAN INDEX

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	COVER
2	LEGEND AND ABBREVIATIONS
3	GENERAL NOTES
4-7	SITE PLAN
8-10	CONSTRUCTION DETAILS



REGISTERED PROFESSIONAL DATE

3. ANY DAMAGE TO EXISTING PAVEMENT, BRIDGES, CONDUIT, SIDEWALK, FENCES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO OWNER.
2. THE CONTRACTOR SHALL PLACE ALL EQUIPMENT AND MATERIAL AS FAR AWAY AS POSSIBLE FROM STREETS AND SIDEWALKS SO AS NOT TO CAUSE A SAFETY HAZARD.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT THE EXISTING CONDITIONS ARE NOT OBLITERATED BEFORE CONTROL POINTS ARE LOCATED AND CONSTRUCTION LAYOUT IS ESTABLISHED. THE CONSTRUCTION LAYOUT SHALL BE PROVIDED IN SUFFICIENT DETAIL, THEREBY ENABLING HIM TO CONSTRUCT THE PROJECT IN CONFORMITY WITH THE PLANS AND SPECIFICATIONS. SURVEY WILL BE PROVIDED BY THE CONTRACTOR. THE OWNER'S REPRESENTATIVE WILL NOT AUTHORIZE CONSTRUCTION ACTIVITIES TO BEGIN UNTIL HE IS SATISFIED THAT ALL GROUND CONTROL HAS BEEN ESTABLISHED, TIED DOWN AND DULY RECORDED IN STANDARD FIELD BOOKS.
4. ALL CONSTRUCTION ACCESS ROADS SHALL BE CONSTRUCTED PRIOR TO START OF SITE WORK.
5. THE FREQUENCY AND APPLICATION RATES FOR THE DUST CONTROL ITEMS WILL BE AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
6. ALL SIDEWALK AND DRIVEWAYS DESIGNATED FOR REPLACEMENT SHALL BE CUT AND MATCHED AT LOCATIONS SHOWN ON THE PLANS OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
7. ASPHALT EMULSION TACK COAT SHALL BE PLACED PRIOR TO PAVEMENT PLACEMENT ON THE CONCRETE BASE OR COLD PLANED PAVEMENT, AND ON ANY NEW COURSE WHICH HAS BEEN OPEN TO TRAFFIC, OR ANY NEW COURSE WHICH HAS BEEN EXPOSED FOR MORE THAN 3 DAYS, AND/OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. IT SHALL ALSO BE APPLIED TO VERTICAL PAVEMENT FACES BETWEEN ADJOINING PAVEMENT SECTIONS. ALL APPLICATIONS ON BOTH HORIZONTAL AND VERTICAL SURFACES.
8. THE LIMITS OF CLEARING AND SURFACE DISTURBANCE MUST BE STRICTLY ADHERED TO IN ALL AREAS. IN ADDITION TO THOSE AREAS SPECIFICALLY DESIGNATED ON THE PLANS, THE CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING AND PLACING, AT HIS OWN EXPENSE, PLANTABLE SOIL AND SEED IN AREAS WHICH ARE OUTSIDE OF THE PROJECT'S AREAS OF DISTURBANCE AND WHICH ARE IMPACTED BY CONSTRUCTION OPERATIONS INCLUDING THOSE AREAS WHERE VEHICLES, EQUIPMENT AND MATERIALS ARE STORED WITH THE PERMISSION OF THE OWNER'S REPRESENTATIVE.
9. NO FUEL STORAGE, VEHICLE REFUELING, OR EQUIPMENT STORAGE SHALL TAKE PLACE IN DESIGNATED WETLANDS, NOR WITHIN 100' OF ANY WATER BODY. THIS REQUIREMENT SHALL NOT SUPERSEDE ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION THAT APPLIES TO THE SAME, UNLESS THIS REQUIREMENT IS MORE STRINGENT THAN SAID LAW, ORDINANCE, RULE OR REGULATION.
10. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT AT THE END OF FINAL PAVING OPERATIONS, STORM WATER FLOW TO EXISTING DRAINAGE STRUCTURES HAS BEEN REESTABLISHED AND THAT NO ISOLATED DEPRESSIONS REMAIN.
11. ALL EMBANKMENTS SHALL BE PLACED IN HORIZONTAL LAYERS NOT EXCEEDING 12" (AFTER COMPACTION) AND SHALL BE COMPACTED AS SPECIFIED BEFORE THE NEXT LAYER IS PLACED.
12. THIS PROJECT IS ON A HURRICANE EVACUATION AND DIVERSIONARY ROUTE, THE CONTRACTOR IS ADVISED THAT UPON 12 (TWELVE) HOURS NOTICE THE ROADWAY SHALL BE OPEN TO EVACUEES AND EMERGENCY PERSONNEL.
13. THE CONTRACTOR SHALL READ, BECOME FAMILIAR WITH, AND ADHERE TO ALL OF THE PROVISIONS, CONDITIONS, AND STIPULATIONS STATED IN THE ENVIRONMENTAL APPROVALS ISSUED FOR THE PROJECT FROM THE COASTAL RESOURCES MANAGEMENT COUNCIL (CRMC) AND THE DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (RIDEM). ALL COSTS ASSOCIATED WITH THESE CONDITIONS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND INCLUDED WITH THE COST FOR THE ASSOCIATED BID.
14. FOR ALL PROJECTS INVOLVING KNOWN SITE REMEDIATION ISSUES, THE CONTRACTOR SHALL READ, BECOME FAMILIAR WITH, AND ADHERE TO ALL OF THE CONSTRUCTION RELATED PROVISIONS, CONDITIONS, AND STIPULATIONS OF ANY REMEDIAL PLANS DEVELOPED FOR THE PROJECT. COPIES OF THESE DOCUMENTS ARE INCLUDED IN THE CS PAGES OF THE CONTRACT DOCUMENTS. ALL COSTS ASSOCIATED WITH COMPLIANCE WITH THESE DOCUMENTS SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND INCLUDED WITH THE COST FOR THE ASSOCIATED BID.
15. NO UNPROTECTED CONSTRUCTED FEATURE MAY PROJECT MORE THAN 4 INCHES ABOVE THE FINISHED GRADE OF A TRAVERSABLE SLOPE IN A CLEAR ZONE, e.g. HEADWALL, DRAINAGE INLET, ETC.

- PROJECTS WITH AT LEAST ONE(1) ACRE OF SOIL DISTURBANCE ARE REQUIRED TO DEVELOP AND ENFORCE A SITE SPECIFIC STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ORDER TO REMAIN IN COMPLIANCE WITH THE RIDGES GENERAL PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL READ, BECOME FAMILIAR WITH, AND ADHERE TO ALL OF THE PROVISIONS, CONDITIONS, AND STIPULATIONS OF THE GENERAL PERMIT AND THE SITE SPECIFIC SWPPP FOR THIS PROJECT. ALL COSTS ASSOCIATED WITH ADHERENCE TO THE SWPPP SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION AND INCLUDED WITH THE COST FOR THE ASSOCIATED BID.
2. NO UNDISTURBED AREAS SHALL BE CLEARED OF EXISTING VEGETATION AFTER OCTOBER 15 OF ANY CALENDAR YEAR OR DURING ANY PERIOD OF FULL OR LIMITED WINTER SHUTDOWN. ALL DISTURBED SOILS EXPOSED PRIOR TO OCTOBER 15 OF ANY CALENDAR YEAR SHALL BE SEEDED OR PROTECTED BY THAT DATE. ANY SUCH AREAS THAT DO NOT HAVE ADEQUATE VEGETATIVE STABILIZATION, AS DETERMINED BY THE OWNER'S REPRESENTATIVE, BY NOVEMBER 15 OF ANY CALENDAR YEAR, MUST BE STABILIZED THROUGH THE USE OF EROSION CONTROL MATTING OR HAY MULCH, IN ACCORDANCE WITH SPECIFICATIONS CONTAINED WITHIN THE R.I. SOIL EROSION AND SEDIMENT CONTROL HANDBOOK. IF WORK CONTINUES WITHIN ANY OF THESE AREAS DURING THE PERIOD FROM OCTOBER 15 THROUGH APRIL 15, CARE MUST BE TAKEN TO ENSURE THAT ONLY THE AREA REQUIRED FOR THAT DAY'S WORK IS EXPOSED, AND ALL ERODIBLE SOIL MUST BE RESTABILIZED WITHIN 5 WORKING DAYS. ANY WORK TO CORRECT PROBLEMS RESULTING FROM FAILURE TO COMPLY WITH THIS PROVISION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THERE WILL BE NO SEPARATE PAYMENT FOR THIS PROVISION, IT SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION OPERATIONS. STABILIZATION OF ONE FORM OR ANOTHER AS DESCRIBED ABOVE SHALL BE ACHIEVED WITHIN 2 WEEKS OF FINAL GRADING.
3. STOCKPILES OF MATERIAL SHALL NOT BE LOCATED WITHIN REGULATED WETLANDS OR BUFFER ZONE AREAS. THEY SHALL HAVE SIDE SLOPES NO GREATER THAN 30% AND STOCKPILES OF ERODABLE MATERIAL SHALL ALSO BE SEEDED AND RINGED EROSION CONTROL.
4. IF THE PLANS IDENTIFY SPECIFIC AREAS FOR PLACEMENT OF CONSTRUCTION EQUIPMENT AND MATERIALS STORAGE AND STOCKPILING, AND IF THE CONTRACTOR ELECTS TO UTILIZE ANY OTHER AREAS FOR THESE PURPOSES, THIS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE ONLY AFTER OBTAINING ANY NECESSARY PERMITS AND/OR PERMIT MODIFICATIONS FROM THE APPROPRIATE REGULATORY AUTHORITY(IES), ANY PERMITTING REQUIREMENTS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE ACCOMPLISHED AT NO COST TO THE OWNER.
5. JUTE MESH SHALL BE USED TO STABILIZE PLANTABLE SOIL AND/OR LOAM IN ALL DITCHES, ON ALL SLOPES ADJACENT TO WETLANDS AND WETLAND PERIMETERS, AND ON ALL SLOPES WITHIN WATER QUALITY BASINS. JUTE MESH IN DITCHES SHALL EXTEND TO AN ELEVATION 2 FEET ABOVE THE BOTTOM OF THE DITCH.
6. SEEDING ON ALL SLOPES 3 TO 1 OR STEEPER SHALL CONSIST OF THE FOLLOWING APPLICATIONS UNLESS SPECIFIED OTHERWISE.
 - a. SEEDING TYPE I
 - b. ADHESIVE MULCH STABILIZER
7. UNVEGETATED AREAS SHALL NOT BE UNATTENDED OR EXPOSED FOR PERIODS IN EXCESS OF 2 WEEKS OR THROUGH THE INACTIVE WINTER SEASON.
8. PRIOR TO DRAINAGE AND UTILITY CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION (HORIZONTAL AND VERTICAL) OF ALL EXISTING PIPES AND/OR STRUCTURES WHICH ARE TO BE CONNECTED. ANY VARIATION FOUND FROM THE PLANS MUST BE BROUGHT TO THE ENGINEER'S ATTENTION PRIOR TO DRAINAGE AND UTILITY CONSTRUCTION. WORK CAN COMMENCE ONLY UPON THE OWNER'S REPRESENTATIVE AUTHORIZATION.
9. ALL DRAINAGE AND UTILITY STRUCTURES WITHIN THE PAVED ROADWAY SHALL BE ADJUSTED TO GRADE WITH THE SURROUNDING PAVEMENT PRIOR TO THE WINTER SHUTDOWN IF APPLICABLE.
10. DURING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING DRAINAGE AND RUNOFF FLOW DURING STORMS AND PERIODS OF RAINFALL THROUGHOUT THE WORK AREA.
11. CATCH BASIN RIM GRADES NOTED ON PLANS ARE DEPRESSED 0.1' LOWER THAN THE GUTTER GRADE. RIM ELEVATIONS SHOWN ARE FINAL GRADES. THE CONTRACTOR SHALL PLACE FRAMES AND GRATES 0.1' BELOW THE GRADE CONSTRUCTED IN THIS CONTRACT OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE.
12. SILT SACK INLET PROTECTION SHALL BE INSTALLED AT ALL CATCH BASINS AND INLETS WHENEVER SUBBASE IS EXPOSED, AND SHALL REMAIN IN PLACE UNTIL THE ABUTTING GROUND SURFACES ARE STABILIZED.
13. ALL INLET PROTECTION USED AT CATCH BASINS, THEY SHALL BE REMOVED AT THE END OF THE PROJECT OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE IN ORDER TO PREVENT CLOGGING OF THE INLET.
14. THE TOE OF ANY FILL SLOPE IS TO REMAIN AT LEAST 1' INSIDE OF ALL EROSION CONTROLS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR COVER ANY PORTION OF THE EROSION CONTROL MEASURES WITH MATERIAL. ANY MATERIAL THAT IS PLACED ON ANY EROSION CONTROLS BY THE CONTRACTOR, OR ANY AGENT OF THE CONTRACTOR, SHALL BE IMMEDIATELY REMOVED BY THE CONTRACTOR, AND ANY NECESSARY REPAIRS TO THE EROSION CONTROLS ACCOMPLISHED.
15. PRIOR TO COMMENCING CONSTRUCTION ACTIVITIES, EROSION AND SEDIMENTATION CONTROLS SHALL BE INSTALLED AT THOSE AREAS INDICATED ON THE PLANS. CLEARING MAY OCCUR PRIOR TO INSTALLATION OF SUCH CONTROLS, HOWEVER NO GRUBBING, GRADING, FILLING, OR OTHER SOIL DISTURBANCE SHALL OCCUR PRIOR TO INSTALLATION. THE LIMITS OF CLEARING AND SURFACE DISTURBANCE MUST BE STRICTLY ADHERED TO IN ALL AREAS.
16. ALL EROSION CONTROL MEASURES OR TEMPORARY PROTECTION SHALL REMAIN IN PLACE UNTIL AN ACCEPTABLE STAND OF GRASS IS ESTABLISHED. IF NEEDED, TEMPORARY SEEDING SHALL BE USED TO MINIMIZE EROSION.
17. THE CONTRACTOR MUST REPAIR AND/OR RESEED ANY AREAS THAT DO NOT DEVELOP WITHIN THE PERIOD OF ONE YEAR AND HE SHALL DO SO AT NO ADDITIONAL EXPENSE TO THE OWNER.
18. THE NORMAL ACCEPTABLE SEASONAL SEEDING DATES ARE CONTAINED IN THE SPECIFICATIONS.
19. UNDER SEVERE WEATHER EVENTS ADDITIONAL EROSION CONTROLS MAYBE REQUIRED AND SHALL BE INSTALLED AS DIRECTED BY THE OWNER'S REPRESENTATIVE.

1. THE INFORMATION SHOWN HEREON IS BASED ON FIELD SURVEY PERFORMED BETWEEN JANUARY 3, 2024 AND FEBRUARY 23, 2024, BY DIPRETE ENGINEERING.
2. THE HORIZONTAL DATUM FOR THIS PROJECT IS THE RHODE ISLAND STATE PLANE COORDINATE SYSTEM.
3. THE VERTICAL DATUM FOR THIS PROJECT IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1929 (NGVD29).

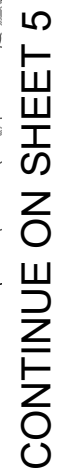


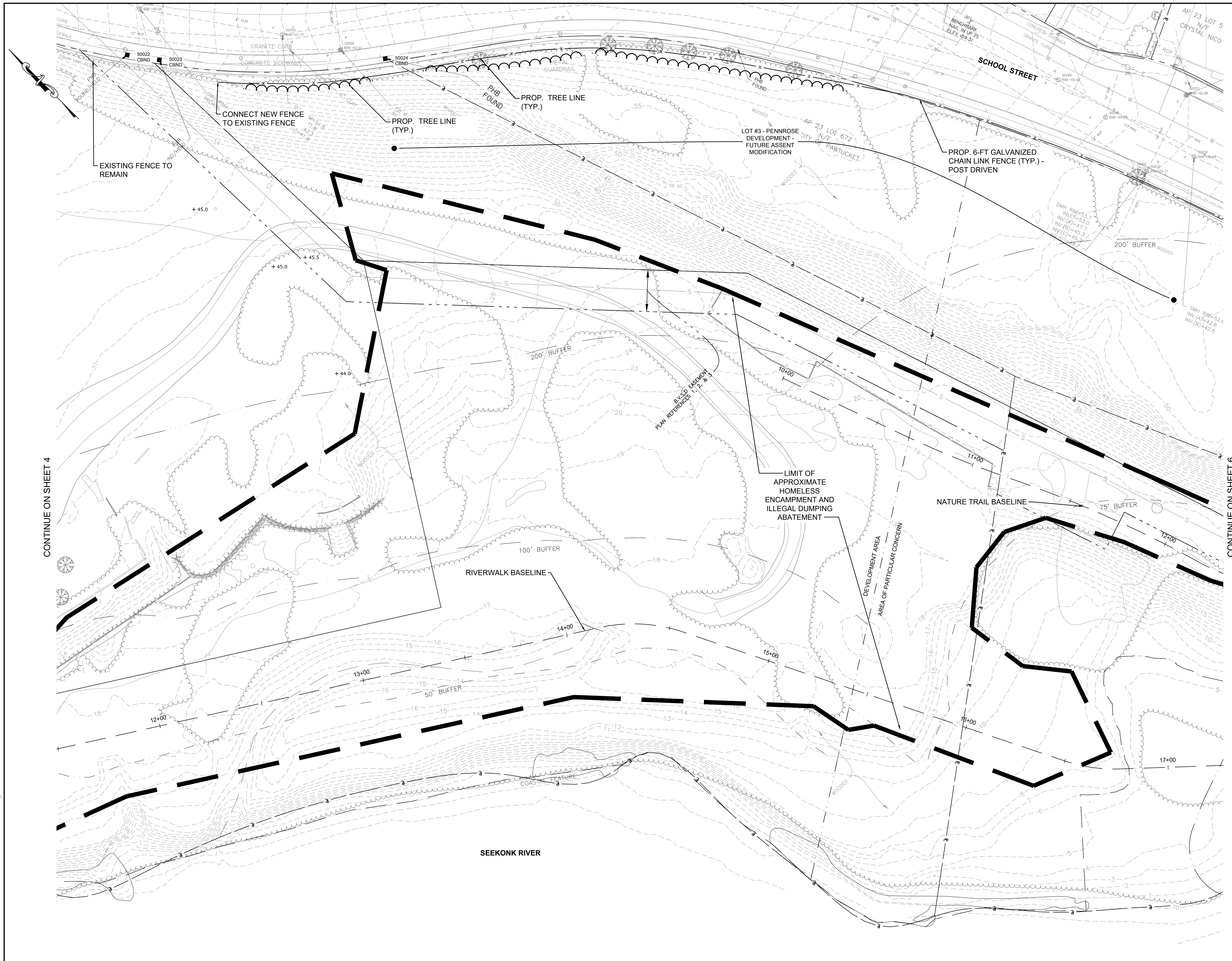
**Tidewater Landing
Phase 1B
Riverwalk East
Contract 1 -
Advance Work**

GENERAL NOTES

NONE

BID DOCUMENTS

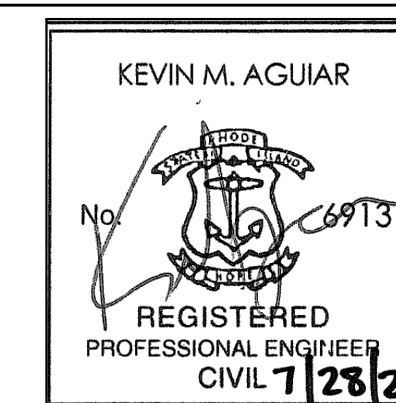




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PROJECT

**Tidewater Landing
Phase 1B
Riverwalk East
Contract 1 -
Advance Work**

Pawtucket, RI

TITLE

SITE PLAN
NO.2

[illegible]

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**Tidewater Landing
Phase 1B
Riverwalk East
Contract 1 -
Advance Work**

Pawtucket, RI

TITLE

SITE PLAN NO.3

[illegible]

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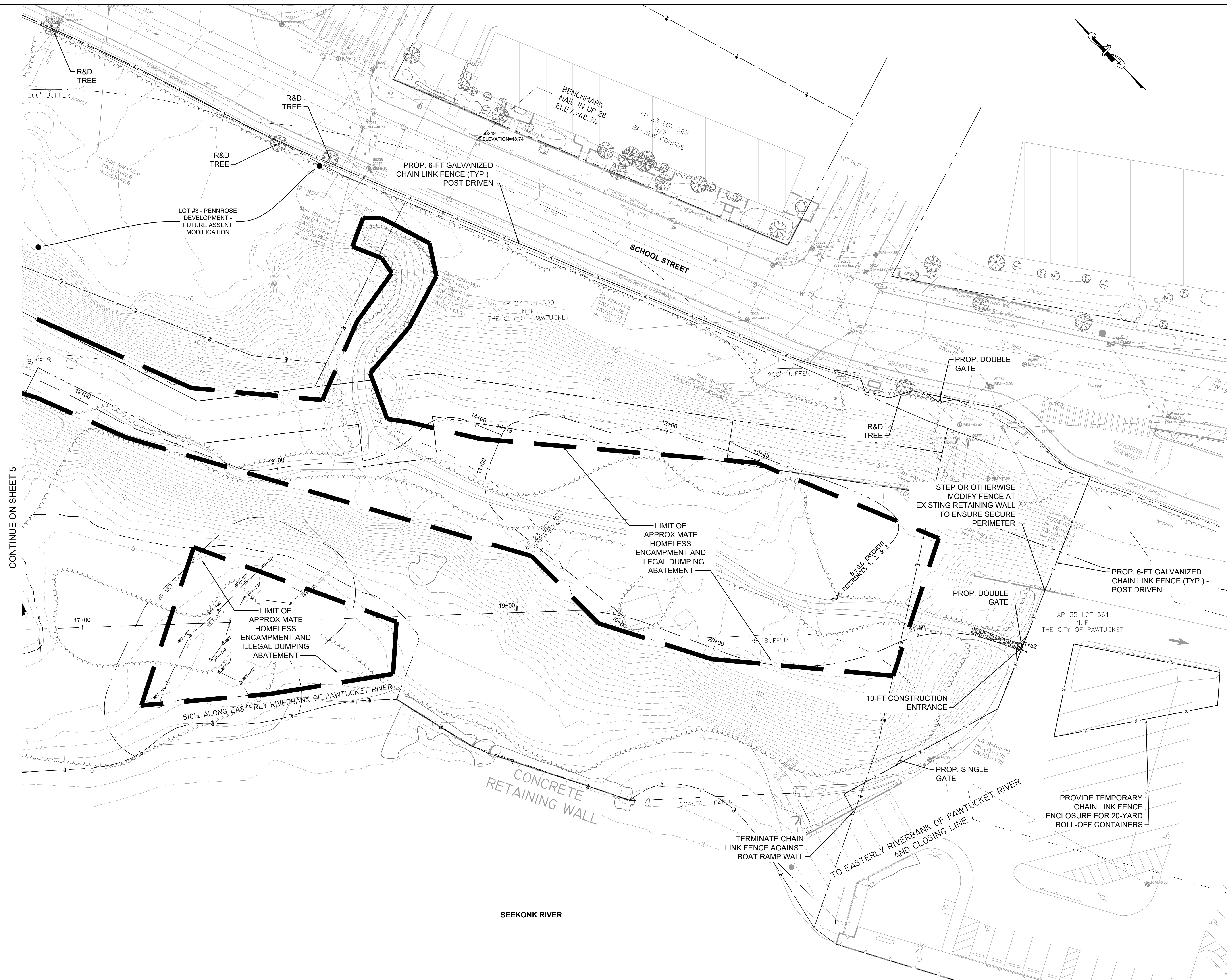


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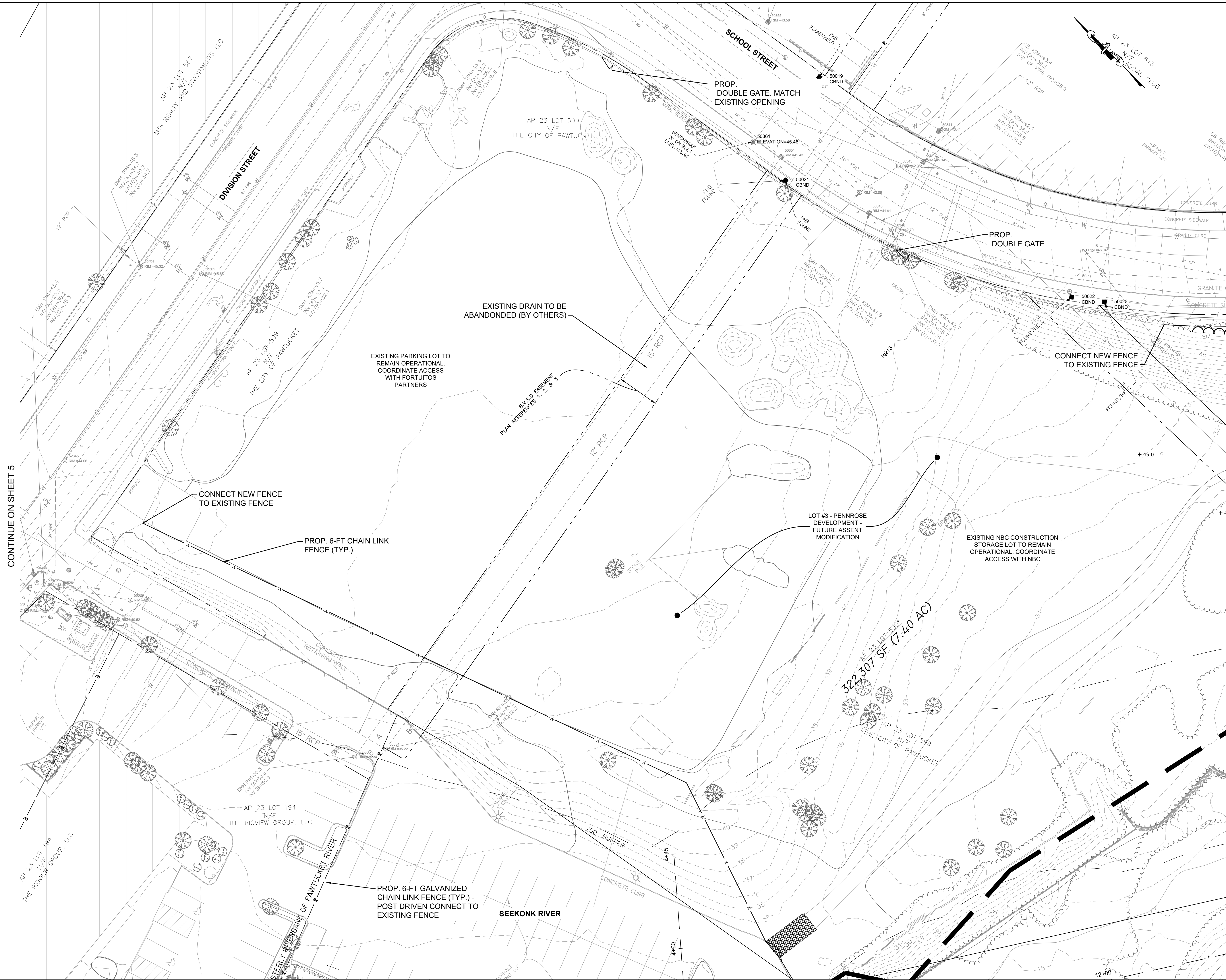
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N:\1140011433 - TIDEWATER PHASE 1\BID\TIDWATER PARK - RIVERWALK EAST\PLANSET\11433 EARLY WORK SITE PREP.DWG

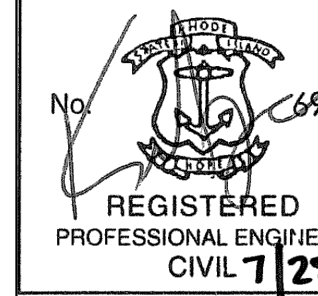


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KEVIN M. AGUIAR



SUBCONSULTANT

PROJECT

**Tidewater Landing
Phase 1B
Riverwalk East
Contract 1 -
Advance Work**

Pawtucket, RI

TITLE

**SITE PLAN
NO.4**

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BETA JOB NO.:	11433
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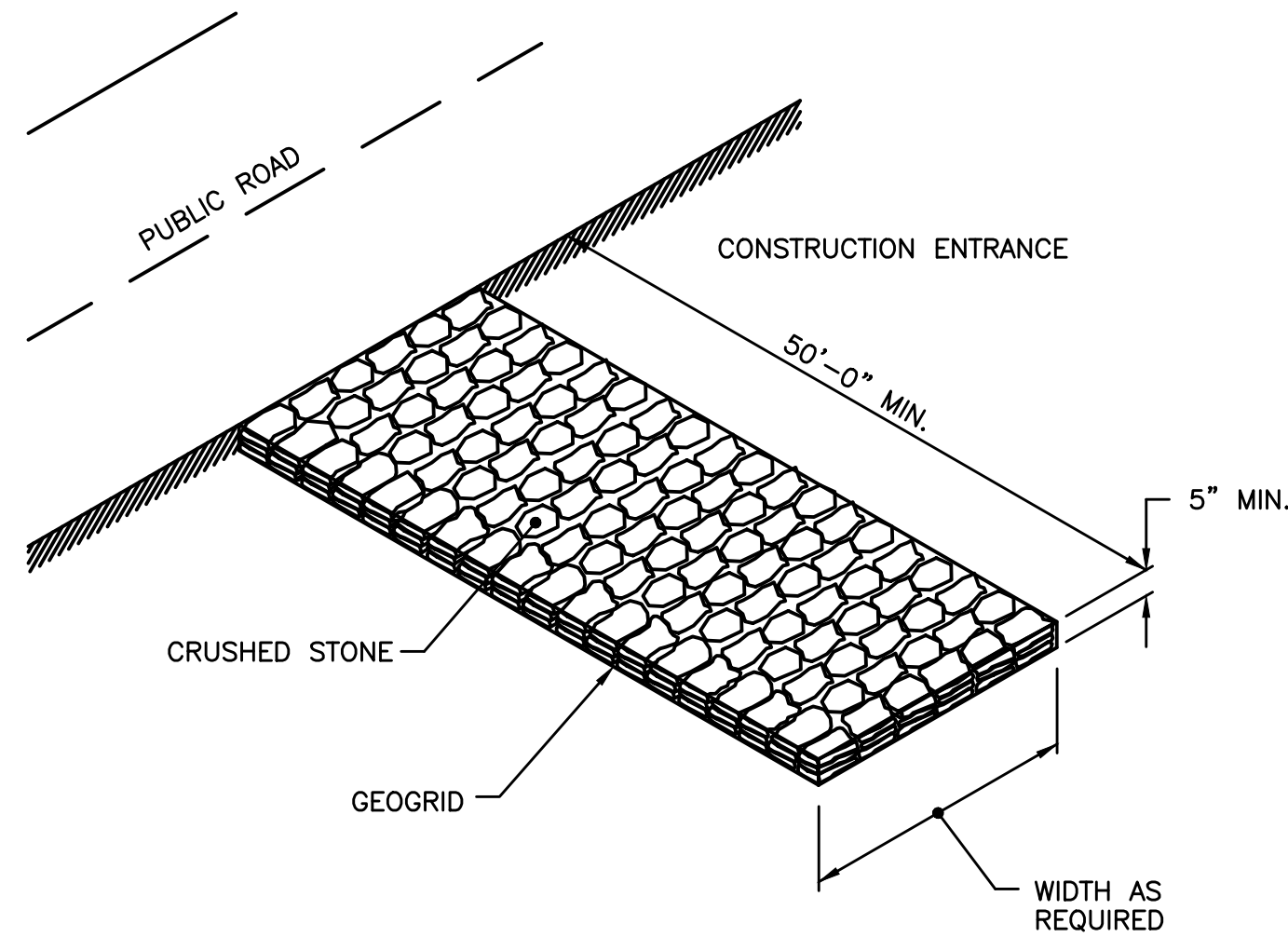
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N:\11400\11433 - TIDEWATER PHASE 1\B\AUTOCAD FILES\1 - STORMWATER PARK - RIVERWALK EAST\PLANSET\11433 EARLY WORK CONSTRUCTION DETAILS.DWG



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

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R.I.
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Table 6B-1. Recommended Advance Warning Sign Minimum Spacing

Road Type	Distance between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by the highway agency or owner of site roadways open to public travel.
** The column headings A, B, and C are the dimensions shown in Figures 6P-1 through 6P-54. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6B-2. Stopping Sight Distance as a Function of Speed

Speed*	Distance
20 mph	115 feet
25 mph	155 feet
30 mph	200 feet
35 mph	250 feet
40 mph	305 feet
45 mph	360 feet
50 mph	425 feet
55 mph	495 feet
60 mph	570 feet
65 mph	645 feet
70 mph	730 feet
75 mph	820 feet

* Posted speed, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed

Table 6B-3. Taper Length Criteria for Temporary Traffic Control Zones

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 L
One-Lane, Two-Way Traffic Taper	50 feet minimum, 100 feet maximum
Downstream Taper	50 feet minimum, 100 feet maximum

Note: Use Table 6B-4 to calculate L.

Table 6B-4. Formulas for Determining Taper Length

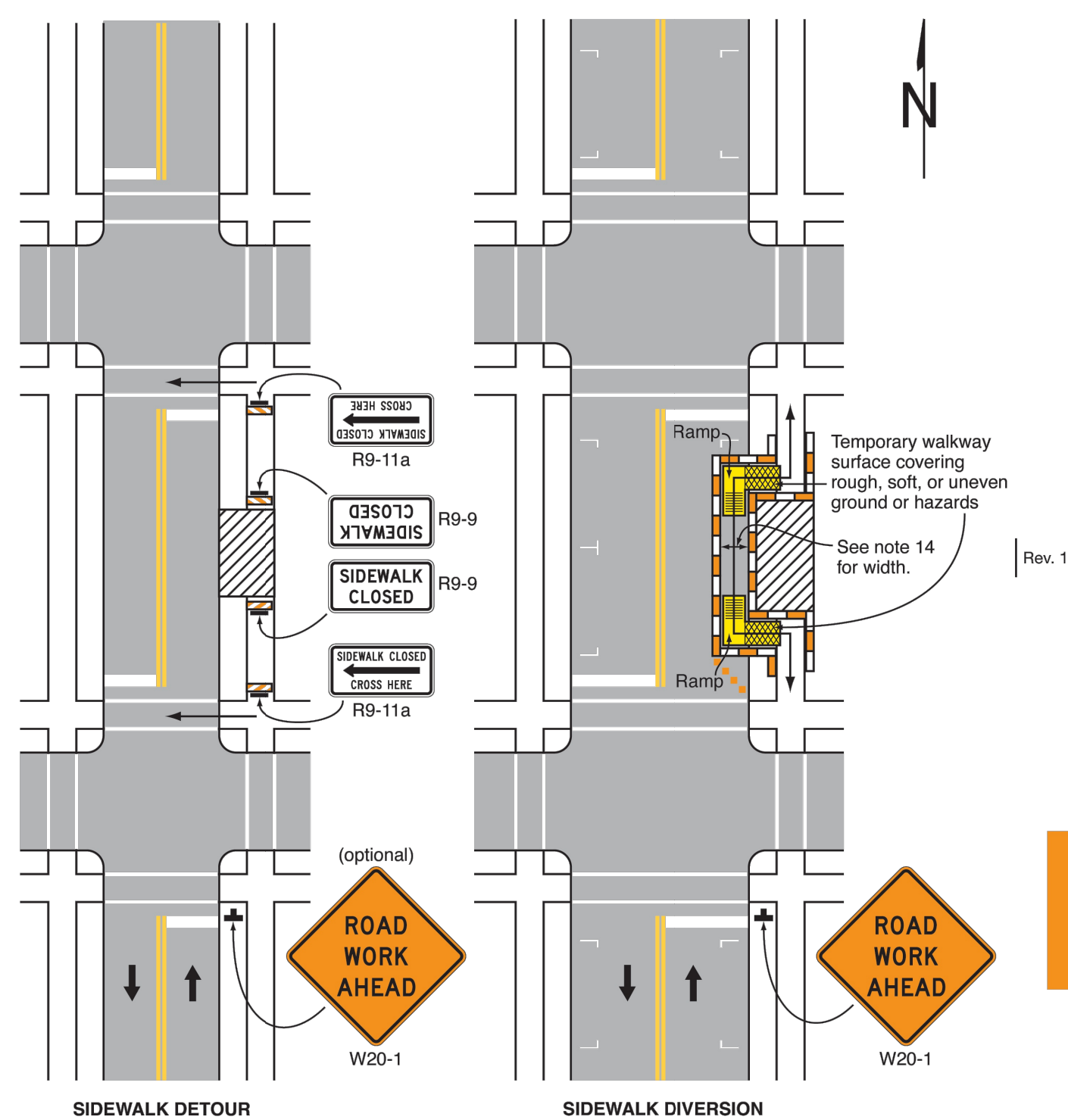
Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{200}$
45 mph or more	$L = WS$

Where: L = taper length in feet
W = width of offset in feet
S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Table 6P-2. Meaning of Symbols on Typical Application Diagrams

Arrow board	Shadow vehicle
Arrow board support or trailer (shown facing down)	Sign (shown facing left)
Changeable message sign or support trailer	Surveyor
Channelizing device	Temporary barrier
Crash cushion	Temporary barrier with warning light
Direction of temporary traffic detour	Traffic or pedestrian signal
Direction of travel	Truck-mounted attenuator
Flagger	Type 3 barricade
High-level warning device (Flag tree)	Warning light
Longitudinal channelizing device	Work space
Luminaire	Work vehicle
Pavement markings that should be removed for a long-term project	

Figure 6P-28. Sidewalk Detour or Diversion (TA-28)



Typical Application 28

Note: See Table 6P-2 for the meanings of the symbols used in this figure.

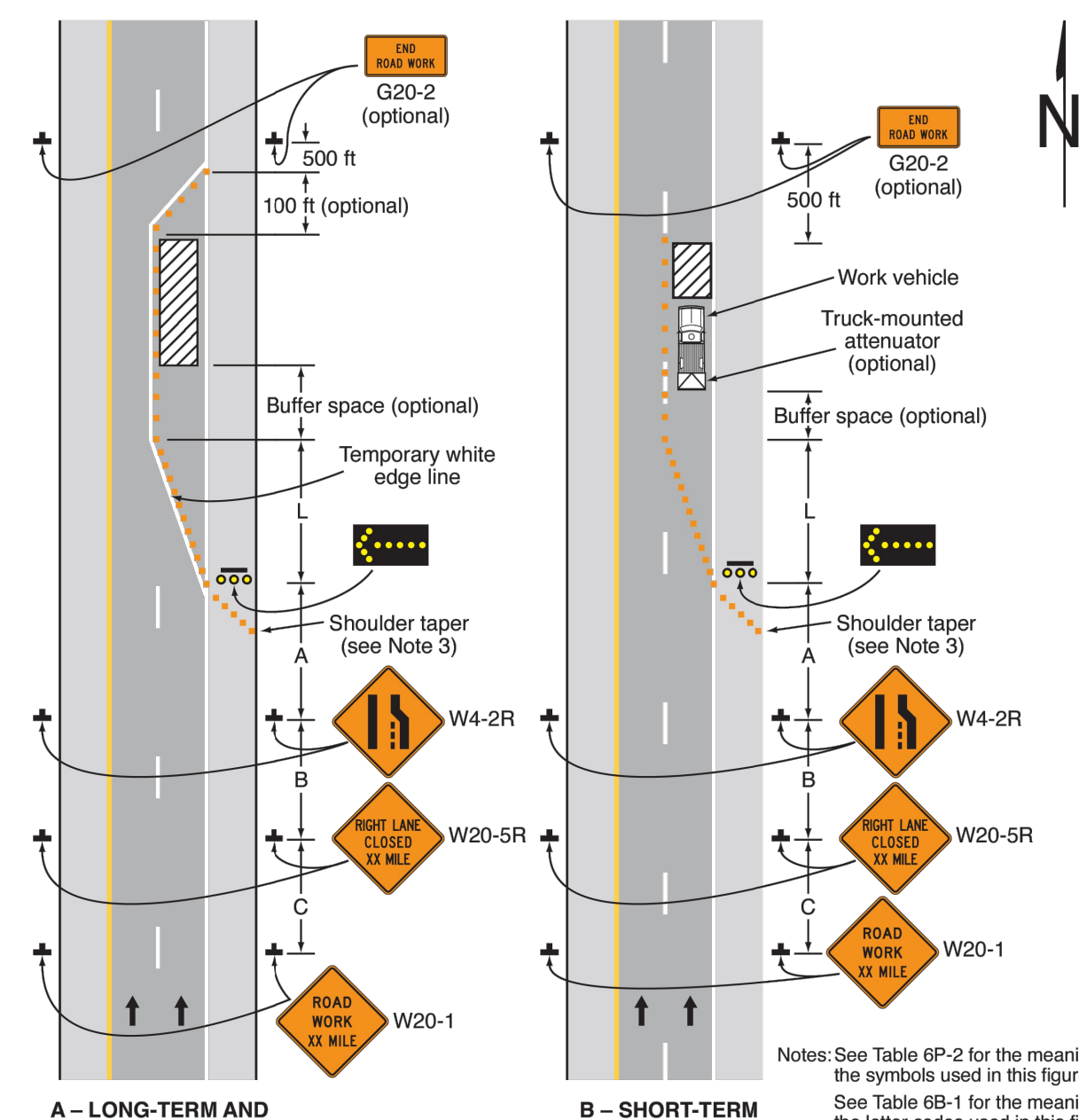
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Sect. 6P01

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Figure 6P-33. Stationary Lane Closure on a Divided Highway (TA-33)



Typical Application 33

Notes: See Table 6P-2 for the meanings of the symbols used in this figure.
See Table 6B-1 for the meanings of the letter codes used in this figure.
See Table 6B-4 for formulas for calculating taper length (L).

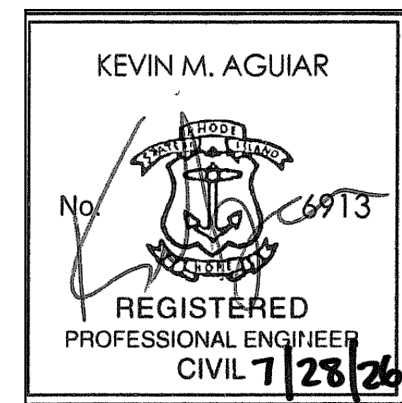
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PROJECT

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Phase 1B
Riverwalk East
Contract 1 -
Advance Work

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A

B

C

D



E

F

G

TYPE 1
SOLID COLOR

TYPE 2 - GRAPHIC PANELS

TYPE 1
SOLID COLOR



A

B

C

D

E

F

G

NOTES:
WINDSCREEN PATTERN SHALL BE (14) TYPE 1 PANELS FOLLOWED BY (7) TYPE 2 PANELS FOLLOWED BY (14) TYPE 1 PANELS. THE PATTERN REPEATS ITSELF 5 TIMES ON THE PERIMETER FENCE.

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PROJECT

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Stormwater Park
and
Riverwalk East

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