

TOWN OF CUMBERLAND
RHODE ISLAND



**RUTH E. CARPENTER MEMORIAL GARDEN
AT THE MONASTERY**

2023-0809-01

TOWN OF CUMBERLAND
COUNTY OF PROVIDENCE
RHODE ISLAND

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

JULY 2023



INVITATION TO BID
TOWN OF CUMBERLAND, RHODE ISLAND

Notice is hereby given that the
Will be accepted bids for the construction of

RUTH E CARPENTER MEMORIAL GARDEN AT THE MONASTERY

2023-0809-01

The Town of Cumberland will accept sealed bids for “**RUTH E CARPENTER MEMORIAL GARDEN AT THE MONASTERY**” at the office of Sara Brelsford, Chief of Staff to Mayor Mutter, at Town Hall, 45 Broad Street, Cumberland, Rhode Island, 02864, no later than **2:00 PM on Wednesday, August 9th, 2023**, at which time bids will be opened and read aloud publicly in the Town Council Chambers.

Bidding Documents will be posted on the Town website at www.cumberlandri.org, and the RI State Purchasing website at www.purchasing.ri.gov.

A non-mandatory **Pre-Bid Conference** will be held on **Wednesday, August 2nd, 2023 at 11:00 AM** at the Ruth E Carpenter Memorial Garden at The Monastery, 1464 Diamond Hill Road, Cumberland, RI 02864. Participants will be asked to sign in and provide a work email address.

Requests for Further Information will be due by **Thursday, August 3rd, 2023 by 5:00 PM**. Requests for information or clarification must be made electronically to the attention of Sara Brelsford, Chief of Staff to Mayor Mutter, sbrelsford@cumberlandri.org. Mailed or hand-delivered questions will not be considered.

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In Conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work undertaken. Such a schedule of wages has been established on a minimum hourly basis and is on file in the office of the State Department of Labor.

The contract will be awarded to the lowest, qualified, responsible bidder. The Town of Cumberland reserves the right to accept or reject, without prejudice, all bids to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the Town of Cumberland. The Town of Cumberland does not discriminate based on age, race, religion, national origin, color, or disability in accordance with applicable laws and regulations.

Bids must be submitted in sealed envelopes with the above noted proper title endorsed thereon, and addressed and delivered to the Town Finance Director, Town of Cumberland at the above-referenced address. The bid submittal shall consist of the original bid proposal and three (3) copies of the bid. The bid shall be accompanied by a bid deposit in the amount of five percent (5%) of the bid amount, in the form of cash; certified check; treasurer's check; cashier's check; or a bid bond in a form satisfactory to the Town of Cumberland.

Please e-mail an electronic copy of the bid to the Chief of Staff to Mayor Mutter at sbrelsford@cumberlandri.org within 24 hours after the bid opening.

**TOWN OF CUMBERLAND, RHODE ISLAND
INVITATION TO BID**

Ruth E. Carpenter Memorial Garden at The Monastery

The Town of Cumberland is seeking sealed bids to provide the above-referenced services.

Work to be performed under this contract includes, but is not limited to:

- Remove all weeds.
- Amend existing planting beds, per the Specifications.
- Prune trees, per the Drawings and Specifications.
- Furnish and install new plant material, per the Drawings.
- Edge all beds, per the Details.
- Install pine bark mulch, per the Specifications.
- Maintain the Garden per the Specifications through June 1, 2025 (if Add Alternate No. 1 is accepted)

Bids shall be submitted to the Office of Sara Brelsford, Chief of Staff to Mayor Mutter, at Town Hall, 45 Broad Street Cumberland, Rhode Island no later than 2:00 PM on Wednesday, August 9th, 2023 at which point the bids will be read aloud publicly in the Town Council Chambers. Submitted bids MUST be marked with the bid title "Ruth E. Carpenter Memorial Garden at the Monastery" and bid number 2023-0809-01.

A non-mandatory Pre-Bid Meeting will be held on Wednesday, August 2nd, 2023 at 11:00 AM.

Requests for Information shall be submitted to Sara Brelsford at sbrelsford@cumberlandri.org no later than 5 PM on Thursday, August 3rd, 2023.

Schedule & Sequencing

The Garden Restoration Work shall be completed prior to October 15th, 2023. If Add Alternate No. 1 is accepted, Maintenance of the facility shall commence once the Garden Restoration Work is accepted and extend to June 1, 2025.

In order that Work may be conducted with minimum inconvenience to the public, operation of the existing Driveway and Library access shall not be interrupted as part of the Work. The Contractor shall submit a schedule to the Town for approval that identifies the timing of work activities.

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Contents:

00200 – Bid Proposal

00500 – Contract

00600 – Miscellaneous Contract Forms

00700 – General Conditions

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00900 – General Requirements

Appendix A – General Wage Rate Decision

Appendix B – Technical Specifications Issued for Bid

TOWN OF CUMBERLAND

RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY
BID PROPOSAL

1.0 **PROPOSAL STATEMENT:**

The undersigned bidder has carefully examined the site of the project described herein; has become familiar with local conditions and the character and extent of the work, has carefully examined the drawings, and contract documents, and understands the requirements stipulated herein.

The undersigned bidder has determined the quality and quantity of equipment and materials required; has investigated the location and determined the sources of supply of the materials required; has investigated labor conditions; and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract, and, if awarded the contract on this proposal, to execute within ten (10) days after notice of award the required Contract Agreement and the required Contract Bond, of which contract this proposal, the drawings for the work, and the specifications as above indicated shall be a part. Contract work shall commence as specified in the contract agreement.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals, and other means of construction to do all the work and furnish all the materials, of the specified requirements which are necessary to complete the work in accordance with the proposal, the drawings, and the specifications, and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications as set forth in this proposal.

The bidder understands that the estimated quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described.

The undersigned bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work and is therefore in all respects fair and without collusion of fraud.

Bidder acknowledges report of the following addenda issued for this contract: Addendum No(s)

2.0 PROPOSAL BID SCHEDULE

Note: All prices in both words and figures must be completely filled in using ink.

Item

No. Brief Item Description

1. Garden Restoration Work as Shown on the Plans and Outlined in the Specifications

Total Bid (in figures) \$ _____

Total Bid (in words) _____

BID ADD ALTERNATES:

Add Alternates as quoted are for price adjustments to the Base Bid prior to Contract Award. The Add Alternate indicated will adjust the Bid Proposal price by the stated amount, not replace the Base Bid, provided that the Alternate is selected by the Owner.

Alternates will be executed at the Owner's option. None of the Add Alternates, One of the Add Alternates or One-or-More of the Add Alternates may be chosen in any order. Accepted Alternates will be listed in the Owner/Contractor Agreement.

ADD ALTERNATE 1.0

Garden Maintenance – Maintenance of the Garden as outlined in the Drawings and Specifications through June 1, 2025.

Total Cost Adjustment for this Item:

ADD _____ (\$ Figures) 1 LS

_____ Dollars/Cents

3.0 PROPOSAL SUMMARY:

The undersigned bidder submits herewith Proposal Guaranty in the form of a bid bond in favor of the Town of Cumberland, Rhode Island, or cash, in the amount of

_____, and agrees and

consents that the Proposal Guaranty shall be forfeited to the Town as liquidated damages if the required Contract Bond are not executed within ten (10) days from the date of the notice of award.

The undersigned bidder further agrees if awarded the Contract based upon this proposal, to begin work as stipulated in the Contract Agreement, and further agrees to complete the work under the provisions of this contract within 240 consecutive calendar days from the date of execution of the Contract Agreement, except as otherwise provided therein.

For informal comparison of bids only, the total or gross sum bid is:

\$ _____
(Figures)

\$ _____
(Written)
_____ Dollars

Date: _____

Bidder: _____

By: _____

Title: _____

Address: _____

Being a ☐ Corporation
 incorporated under the Laws of the State of _____
 ☐ Partner
 ☐ Individual

composed of officers, partners, or owner as follows:

SEAL:

President

Vice President

Secretary

Treasurer

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

of _____
(Address of Contractor)

as Principal and _____ as Surety, are

hereby held and firmly bound unto _____ as owner in the

penal sum of _____ for the payment of which, well
and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators,

successors and assigns. Signed, this _____ day of _____, 20____.

The Condition of the above obligation is such that whereas the Principal has submitted

to _____ a certain bid, attached hereto and hereby

made a part to enter into a contract in writing, for the _____

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

_____(L.S.)
Principal

Surety

By: _____

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

CERTIFICATE OF CORPORATE ACKNOWLEDGEMENT

State of _____

County of _____

On this _____ day of _____, 20____,

before me personally came _____

who resides at _____

and is the _____, of the corporation described in and which executed the foregoing instrument; that he/she knows the corporation seal of said corporation; the seal affixed to the foregoing instrument is such corporation seal and it was so affixed by order of the Board of Directors of said corporation, and by the like order he/she signed thereto his/her name and official designation.

Notary Public (Seal)

My commission expires: _____

REFERENCES

The bidder is required to state below that work of a similar character to that included in the proposed contract he has done and give references which will enable the Town of Cumberland to make inquiries and judge as to his experience, skill, available financial resources, credit and business standing.

Provide a minimum of ONE Reference should be related to Maintenance Work.

Reference Name _____

Company Name/ Organization _____

Telephone Number(s) _____

Type of Work Performed _____

Additional Information _____

Reference Name _____

Company Name/ Organization _____

Telephone Number(s) _____

Type of Work Performed _____

Additional Information _____

Reference Name _____

Company Name/ Organization _____

Telephone Number(s) _____

Type of Work Performed _____

Additional Information _____

Reference Name _____

Company Name/ Organization _____

Telephone Number(s) _____

Type of Work Performed _____

Additional Information _____

If necessary, provide attachments of additional REFERENCES.

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT
[Sworn Affidavit]

Title 23, United States Code, Section 112(c), requires as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the Laws of this State to administer oaths.

The person, firm association, or corporation submitting the bid [under 23 U.S.C. 112 (c)] has the option to sign either:

- (a) the sworn affidavit executed and sworn to by the bidder before a person who is authorized by the State to administer oaths; or
- (b) the unsworn declaration executed under penalty of perjury under the laws of the United States [as allowed by 28 U.S.C. 1746].

A bidder will not be considered for award of contract under this invitation for bids unless such bidder completes either the unsworn declaration (as stated on the following page) or the sworn affidavit as prescribed below:

PLEASE NOTE: CONTRACTOR TO COMPLETE ONLY ONE (1) CERTIFICATION STATEMENT. DO NOT SIGN BOTH STATEMENTS.

To the
State of _____

County of _____

I, _____ (name of party signing affidavit) _____

(title), being duly sworn, do dispose and say: On behalf of _____ (name of Contractor), of _____ said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

Contractor: _____

Signature: _____

Sworn to me this _____ day of _____, 2020. My commission expires _____

Signature and Seal of Notary Public

NONCOLLUSION OF PRIME CONTRACTOR

State of _____

County of _____

_____, says that

1. He is _____ of _____
The Bidder that has submitted the attached Bid:
2. He is fully informed respecting the preparation and content 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 this affiant, has in any way colluded, conspired, connived 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 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 of any other bidder, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposal Contract:
5. The price or prices quoted in the attached Bid are fair 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.

State of _____

County of _____

On this _____ day of _____, 20____,

before me personally came _____

and is the _____, of the corporation described in and which executed the foregoing instrument; that he/she knows the corporation seal of said corporation; the seal affixed to the foregoing instrument is such corporation seal and it was so affixed by order of the Board of Directors of said corporation, and by the like order he/she signed thereto his/her name and official designation.

Notary Public (Seal)

My commission expires: _____

CERTIFICATE OF COMPLIANCE

State/Commonwealth of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He (she) is the _____ (owner, partner, officer, representative of agent) of _____, the bidder that has submitted the attached bid.
2. He (she) is fully informed respecting the preparation and contents of the attached bid and all pertinent circumstances respecting such bid.
3. The business entity that has submitted this bid will, in performing this contract, be in full compliance with all Town of Cumberland and State of Rhode Island ordinances or regulations.

Signed: _____

Title: _____

Date: _____

State of _____

County of _____

In _____ on the _____ day of _____, personally appeared before me

_____ known to me and known by me to be the party executing the foregoing instrument and he/she acknowledged that such execution by him/her was his/her free act and deed and the free act and deed of the company in his/her capacity aforesaid.

Signed: _____
(Notary Public)

My commission expires: _____

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CONTRACT AGREEMENT

THIS AGREEMENT, made this the _____ day of _____, 20____, by and between (1) The Town of Cumberland acting herein through its (2) Mayor herein called "Owner" and (3) _____ doing business as *(an individual) (a partnership) (a corporation) located in the Town/City of _____, County of _____, and State of _____, hereinafter called "Contractor."

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows:

RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY

Hereinafter called the project, the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the general and Supplemental conditions of the contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, supplemental General Conditions, Technical Specifications, and other Special conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof the specifications and contract documents included in the Invitation to Bid as prepared by the Town Engineer, herein entitled the Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 240 consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$1000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

The Owner agrees to pay the Contractor in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in three (3) counterparts, each of which shall be deemed as original, in the year and day first mentioned above.

(Seal)

ATTEST: _____
(Owner)

(Witness)

By _____
(Name)

(Title)

(Seal)

ATTEST: _____
(Contractor)

(Witness)

By _____
(Name)

(Title)

(Address)

*IMPORTANT: Strike out any inapplicable terms. Secretary of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person-executing contract.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

of _____
(Address of Contractor)

as Principal hereinafter called Principal, and _____
(Name of Surety)

of _____
(Address of Surety)

a Corporation, organized and existing under the laws of the State of _____ hereinafter called Surety, are held and firmly bound unto the Town of Cumberland called the Obligee, in the full penal sum of _____ (\$ _____), In lawful money of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written contract with said Obligee, dated the _____ day of _____, 20__ for the **RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY** which contract, together with all Contract Documents now made or which may hereafter be made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the said Principal shall well and truly keep, perform and execute all the terms, conditions and stipulations of said contract according to its provisions on his or its part to be kept and performed and shall indemnify and reimburse the obligee for any loss that it may suffer through failure of the principal to faithfully observe and perform each and every obligation and duty imposed upon the Principal by the said contract, at the time and in the manner therein specified, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, HOWEVER, that any alterations which may be made in the terms of said contract or in the work done or to be done under it, or the giving by the Obligee of any extension of time for the performance of said Contract or any other forbearance on the part of either the Obligee or the Principal one to the others, shall not in any way released the Principal and/or the Surety, or either of them, their representatives, heirs, executors, administrators, successors or assigns from liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby specifically and absolutely waived.

AND PROVIDED FURTHER THAT NO ACTION, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within three years from the expiration of the guaranty period provided in the Contract, whether the work be completed by the Principal, or Obligee.

IN WITNESS WHEREOF, said principal and surety have signed and sealed this instrument this the _____ day of _____, 20____.

ATTEST: _____
(Principal)

ATTEST: _____
(Surety)

(Principal) Secretary
By _____
(Witness as to Principal)

(Surety) Secretary
By _____
(Witness as to Surety)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
(Name of Contractor)

of _____
(Address of Contractor)

as Principal hereinafter called Principal, and _____
(Name of Surety)

of _____
(Address of Surety)

a Corporation, organized and existing under the laws of the State of _____ hereinafter called Surety, are held and firmly bound unto the Town of Cumberland called the Obligee, in the full penal sum of _____ (\$ _____), In lawful money of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT WHEREAS said Principal has entered into a certain written contract with said Obligee, dated the _____ day of _____, 20____ which written contract provides for the **RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY** which contract, together with all plans and specifications now made or which may hereafter be made in extension, modification or alteration thereof, are hereby referred to, incorporated in and made a part of this bond as though herein fully set forth.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil gasoline, coal and coke, repairs or machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed, pursuant to the provision of the General Statutes of the State of Rhode Island and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they were copies at length herein.

PROVIDED FURTHER that the said Surety for value received hereby stipulates and agrees that no change, extension of time alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED FURTHER that no final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, said principal and surety have signed and sealed this instrument this _____ day of _____, 20____.

ATTEST: _____
(Principal)

ATTEST: _____
(Surety)

(Principal) Secretary

(Surety) Secretary

By _____
(Witness as to Principal)

By _____
(Witness as to Surety)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.

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TOWN OF CUMBERLAND, RI

NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY**

The OWNER has considered the BID submitted by you for the above referenced WORK in response to its Invitation for Bids dated _____, 2023 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amounts shown in the Bid Schedule.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this NOTICE, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

This the ____ day of _____, 2023.

TOWN OF CUMBERLAND, RHODE ISLAND
OWNER

BY: _____
(Owner Name)

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged

BY: _____

This the _____ day of _____, 2023 ____.

BY: _____

TITLE: _____

TOWN OF CUMBERLAND, RI
NOTICE TO PROCEED

TO:

PROJECT DESCRIPTION: **RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY**

You are hereby notified to commence WORK in accordance with the agreement dated

_____, on or before _____, and you are to complete the WORK within **Two Hundred Forty (240) consecutive calendar days or as directed by the Engineer/Town thereafter.** The date of completion of all WORK is

therefore _____.

TOWN OF CUMBERLAND, RHODE ISLAND
OWNER

BY: _____
(Owner Name)

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged

BY: _____

This the _____ day of _____, 20_____.

BY: _____

TITLE: _____

TOWN OF CUMBERLAND, RI

CHANGE ORDER

Order No.: _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: **RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY**

OWNER: TOWN OF CUMBERLAND, RHODE ISLAND

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased)(decreased) by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME:

The CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____
(Date)

Approvals required:

Requested by: _____

Recommended by: _____

Ordered by: _____

Accepted by: _____

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SECTION 00700

GENERAL CONDITIONS

1.0 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA – Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the bidding documents or the Contract Documents.

AGREEMENT – The written agreement between the Owner and the Contractor covering the work to be performed; other Contract Documents are attached to the Agreement and made part thereof as provided therein.

APPLICATION FOR PAYMENT – The form accepted by the Engineer which is to be used by the Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID – The Offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BONDS – Bid, performance and payment bonds and other instruments of security.

CHANGE ORDER – A document recommended by the Engineer who is signed by the Contractor and the Owner and authorizes an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Time; issued on or after the Effective Date of the Agreement.

CONTRACT DOCUMENTS – The Agreement, Addenda (which pertain to the Contract Documents), the Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all amendments, modifications and supplements issued pursuant to paragraphs 3.4 and 3.5 on or after the Effective Date of the Agreement.

CONTRACT PRICE – The moneys payable by the Owner to the Contractor under the Contract Documents as stated in the Agreement (subject to the Provisions of paragraph 11.9.1 in the case of Unit Price Work).

CONTRACT TIME – The number of days (computed as provided in paragraph 17.2) or the date stated in the Agreement for the completion of the work.

CONTRACTOR – The person, firm or corporation with whom the Owner has entered into the Agreement.

DEFECTIVE – An adjective which when modifying the work Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the Owner at Substantial Completion in accordance with paragraph 14.8 or 14.10).

DRAWINGS – The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by the Engineer and are referred to in the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

ENGINEER – for the purpose of this contract is the Cumberland Town Engineer.

FIELD ORDER – A written order issued by the Engineer which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price of the Contract time.

GENERAL REQUIREMENTS – Sections of Division 1 of the Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS – Laws, rules, regulations, ordinances, codes and/or orders.

NOTICE OF AWARD – The written notice by the Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, the Owner will sign and deliver the Agreement.

NOTICE TO PROCEED – A written notice given by the Owner to the Contractor (with a copy to the Engineer) fixing the date on which the Contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

OWNER – The public body or authority, corporation, association, firm or person with whom the Contractor has entered into the Agreement and for whom the work is to be provided.

PARTIAL UTILIZATION – Placing a portion of the Work in service for the purpose for which it is intended (or related purpose) before reaching Substantial Completion for all Work.

PROJECT – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE – The authorized representative of the Owner who is assigned to the site or any part thereof.

SHOP DRAWINGS – All drawing, diagrams, illustrations, schedules and other data which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work and certain administrative details applicable thereto.

SUBCONTRACTOR – An individual, firm or corporation having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION – The work (or a specific part thereof) has progressed to the point where, in the opinion of the Engineer as evidenced by the Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

SUPPLEMENTARY CONDITIONS – The part of the Contract Documents, which amends or supplements these General Conditions.

SUPPLIER – A manufacturer, fabricator, supplier, distributor, material man or vendor.

UNDERGROUND FACILITIES – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

UNIT PRICE WORK – Work to be paid for on the basis of unit prices.

WORK – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

WORK DIRECTIVE CHANGE – A written directive to the Contractor, issued on or after the Effective Date of the Agreement and signed by the Owner and recommended by the Engineer, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.22. A work Directive change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time as provided in paragraph 10.2.

WRITTEN AMENDMENT – A written amendment of the Contract Documents, signed by the Owner and the Contractor on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

2.0 PRELIMINARY MATTERS

DELIVERY OF BONDS:

- 2.1 When the Contractor delivers the executed Agreements to the Owner, the Contractor shall also deliver to the Owner such Bonds as the Contractor may be required to furnish in accordance with paragraph 5.1.

COPIES OF DOCUMENTS:

- 2.2 The Owner shall furnish to the Contractor up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:

- 2.3 The Contract Time will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective date of the Agreement. In no event will the Contract time commence to run later than the seventy-fifth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

STARTING THE PROJECT:

- 2.4 The Contractor shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

BEFORE STARTING CONSTRUCTION:

- 2.5 Before undertaking each part of the Work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements, the Contractor shall promptly report in writing to the Engineer any conflict, error or discrepancy which the Contractor may discover and shall obtain a written interpretation or clarification from the Engineer before proceeding with any Work affected thereby; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Contract Documents, unless the Contractor had actual knowledge thereof or should reasonable have known thereof.
- 2.6 Within ten days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), the Contractor shall submit to the Engineer for review:
- 2.6.1 an estimated progress schedule indicating the starting and completion dates of the various stages of the work;
 - 2.6.2 a preliminary schedule of Shop Drawing submissions; and
 - 2.6.3 a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will sub-divide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work, which will be confirmed in writing by the Contractor at the time of submission.
- 2.7 Before any Work at the site is started, the Contractor shall deliver to the Owner, with a copy to the Engineer, certificates (and other evidence of insurance requested by the Owner) which the Contractor is required to purchase and maintain in accordance with paragraphs 5.3 and 5.4, and the Owner shall deliver to the Contractor certificates (and other evidence of insurance requested by the Contractor) which the Owner is required to purchase and maintain in accordance with paragraphs 5.6 and 5.7.

PRECONSTRUCTION CONFERENCE:

- 2.8 Within twenty days after the Effective Date of the Agreement, but before the Contractor starts the Work at the site, a conference attended by the Contractor, the Engineer and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

FINALIZING SCHEDULES:

- 2.9 At least ten days before submission of the first Application for Payment a conference attended by the Contractor, the Engineer and others as appropriate will be held to finalize the schedule submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the Engineer

as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the Engineer responsibility for the progress or scheduling of the Work nor relieve the Contractor from full responsibility therefore. The finalized schedule of Shop Drawings submissions will be acceptable to the Engineer as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the Engineer as to form and substance.

3.0 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

INTENT:

- 3.1 The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.
- 3.2 It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any government authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of the Owner, the Contractor or the Engineer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the Engineer as provided in paragraph 9.4.
- 3.3 If, during the performance of the Work, the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall so report to the Engineer in writing at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Engineer; however, the Contractor shall not be liable to the Owner or the Engineer for failure to report any conflict, error or discrepancy in the Contract Documents unless the Contractor had actual knowledge thereof or should reasonably have known thereof.

AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:

- 3.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:
 - 3.4.1 a formal Written Amendment,
 - 3.4.2 a Change Order (pursuant to paragraph 10.4), or

- 3.4.3 a Work Directive change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or a Written Amendment.

- 3.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1 a Field Order (pursuant to paragraph 9.5),

- 3.5.2 the Engineer's approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or

- 3.5.3 the Engineer's written interpretation or clarification (pursuant to paragraph 9.4).

REUSE OF DOCUMENTS:

- 3.6 Neither the Contractor nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the Owner shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the Owner and the Engineer and specific written verification or adaptation by the Engineer.

4.0 AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

AVAILABILITY OF LANDS:

- 4.1 The Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of the Contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the Owner, unless otherwise provided in the Contract Documents. If the Contractor believes that any delay in the Owner's furnishing these lands, rights-of-way or easements entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim therefore as provided in Article 12. The Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

PHYSICAL CONDITIONS:

- 4.2.1 Explorations and Reports: Reference is made to the Supplementary Conditions for identification of those reports of explorations and tests of sub-surface conditions at the site that have been utilized by the Engineer in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the

completeness thereof for the Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, the Contractor shall have full responsibility with respect to subsurface conditions at the site.

4.2.2 Existing Structures: Reference is made to the Supplementary Conditions for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3) which are at or contiguous to the site that have been utilized by the Engineer in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for the Contractor's purposes. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

4.2.3 Report of Differing Conditions: If the Contractor believes that:

4.2.3.1 any technical data on which the Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2 any physical condition uncovered or revealed at the site differs materially from that indicated, reflected, or referred to in the Contract Documents,

the Contractor shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22), notify the Owner and the Engineer in writing about the inaccuracy or difference.

4.2.4 Engineer's Review: The Engineer will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the Owner in writing (with a copy to the Contractor) of the Engineer's findings and conclusions.

4.2.5 Possible Document Change: If the Engineer concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect the document the consequences of the inaccuracy or difference.

4.2.6 Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the Owner and the Contractor are unable to agree as to the amount or length thereof, a claim may be made therefor as provided in Articles 11 and 12.

PHYSICAL CONDITIONS – UNDERGROUND FACILITIES:

4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the Owner or the Engineer by the owners of

such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1 The Owner and the Engineer shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2 The Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of, the Contractor shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22), identify the owner of such Underground Facility and give written notice thereof to that owner and to the Owner and the Engineer. The Engineer will promptly review the underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, the Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, to the extension that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the Contractor could not reasonably have been expected to be aware of. If the parties are unable to agree as to the amount or length thereof, the Contractor may make a claim therefore as provided in Articles 11 and 12.

REFERENCE POINTS:

4.4 The Owner shall provide suitable surveys to establish reference points for construction, which in the Engineer's judgment are necessary to enable the Contractor to proceed with the Work. The Contractor shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the Owner. The Contractor shall report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

5.0 BONDS AND INSURANCE

PERFORMANCE AND OTHER BONDS:

5.1 The Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due,

except as otherwise provided by Law or Regulation or by the Contract Documents. The Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. A certified copy of the authority to act must accompany all Bonds signed by an agent.

- 5.2 If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1, the Contractor shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to the Owner.

CONTRACTOR'S LIABILITY INSURANCE:

- 5.3 The Contractor shall purchase and maintain such comprehensive general liability result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract Documents, whether it is to be performed or furnished by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

- 5.3.1 Claims under worker or workmen's compensation, disability benefits and other similar employee benefit acts;
- 5.3.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 5.3.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- 5.3.4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person for any other reason;
- 5.3.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
- 5.3.6 Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and
- 5.3.7 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions, or required by law, whichever is greater. The comprehensive general liability insurance shall include complete operations insurance. All of the policies of insurance so required to be purchased and maintained (or the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days' prior written notice has been given to the Owner and the Engineer by

certified mail. All such insurance shall always remain in effect until final payment and thereafter when the Contractor may be correcting, removing or replacing defective work in accordance with paragraph 13.12. In addition, the Contractor shall maintain such completed operations insurance for at least two years after final payment and furnish the Owner with evidence of continuation of such insurance at final payment and one year thereafter.

CONTRACTUAL LIABILITY INSURANCE:

- 5.4 The comprehensive general liability insurance required by paragraph 5.3 would include contractual liability insurance applicable to the Contractor's obligations under paragraphs 6.30 and 6.31.

OWNER'S LIABILITY INSURANCE:

- 5.5 The Owner shall be responsible for purchasing and maintaining the Owner's own liability insurance and, at the Owner's option, may purchase and maintain such insurance as will protect the Owner against claims which may arise from operations under the Contract Documents.

PROPERTY INSURANCE:

- 5.6 Unless otherwise provided in the Supplementary Conditions, the Owner shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall include the interests of the Owner, the Contractor, Subcontractors, and the Engineer and Engineer's consultants in the Work, all of whom shall be listed as insured or additional insured parties, shall insure against the perils of fire and extended coverage and shall "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, the Contractor shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.
- 5.7 The Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of the Owner, the Contractor, Subcontractors, the Engineer and the Engineer's consultants in the Work, all of whom shall be listed as insured or additional insured parties.
- 5.8 All the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by the Owner in accordance with paragraphs 5.6 and 5.7 will contain a provision or endorsement that the coverage afforded will not be cancelled or materially changed or renewal refused until at least thirty days' prior written notice has been given to the Contractor by certified mail and will contain waiver provisions in accordance with paragraph 5.11.2.
- 5.9 The Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor, Subcontractors, or others in the Work to the extent of any deductible

amounts that are provided in the Supplementary Conditions. The risk of loss within the contractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

- 5.10 If the contractor requests in writing that other special insurance be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof will be charged to the Contractor by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, the Owner shall in writing advise the Contractor whether such other insurance has been procured by the Owner.

5.11 WAIVER OF RIGHTS:

5.11.1 The Owner and the Contractor waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided in response to paragraphs 5.6 and 5.7 and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, the Engineer, the Engineer's consultants and all other parties named as insured in such policies for losses and damages so caused. As required by paragraph 6.11, each subcontractor between the Contractor and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of the Owner, the Contractor, the Engineer, the Engineer's consultants and all other parties named as insured. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by the Owner as trustee or otherwise payable under any policy so issued.

5.11.2 The Owner and the Contractor intend that any policies provided in response to paragraphs 5.6 and 5.7 shall protect all the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insured or additional insured, and if the insurers require separate waiver forms to be signed by the Engineer or the Engineer's consultant the Owner will obtain the same, and if such waiver forms are required of any same, and if such waiver forms are required of any Subcontractor, the Contractor will obtain the same.

RECEIPT AND APPLICATION OF PROCEEDS:

- 5.12 Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. The Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

- 5.13 The Owner as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to the Owner's exercise of this power. If such objection were made, the Owner as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, the Owner as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

ACCEPTANCE OF INSURANCE:

- 5.14 If the Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by the Contractor in accordance with paragraphs 5.3 and 5.4 on the basis of its not complying with the Contract Documents, the Owner shall notify the Contractor in writing thereof within ten days of the date of delivery of such certificates to the Owner in accordance with paragraph 2.7. If the Contractor has any objection to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by the Owner in accordance with paragraphs 5.6 and 5.7 on the basis of their not complying with the Contract Documents, the Contractor shall notify the Owner in writing thereof within ten days of the date of delivery of such certificates to the Contractor in accordance with paragraph 2.7. The Owner and the Contractor shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by the Owner or the Contractor to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

PARTIAL UTILIZATION – PROPERTY INSURANCE:

- 5.15 The Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or lapse on account of any such partial use or occupancy.

6.0 CONTRACTOR'S RESPONSIBILITIES

SUPERVISION AND SUPERINTENDENCE:

- 6.1 The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but the Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence of procedure of construction which is indicated in and required by the Contract Documents. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- 6.2 The Contractor shall always keep on the work during its progress a competent resident superintendent, who shall not be replaced without written notice to the Owner and the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf on the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

LABOR, MATERIALS AND EQUIPMENT:

- 6.3 The Contractor shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contractor Documents. The Contractor shall always

maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the Owner's written consent given after prior written notice to the Engineer.

- 6.4 Unless otherwise specified in the General Requirements, the Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

ADJUSTING PROGRESS SCHEDULE:

- 6.6 The Contractor shall submit to the Engineer for acceptance (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.7 SUBSTITUTES OR "OR-EQUAL" ITEMS:

- 6.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of Supplier the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment or other Suppliers, may be accepted by the Engineer, if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by the Engineer will include the following as supplemented in the General Requirements. Requests for review of substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall make written application to the Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice the Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation

or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer may require the Contractor's expense additional data about the proposed substitute.

- 6.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, the Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Engineer, if the Contractor submits sufficient information to allow the Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by the Engineer will be like that provided in paragraph 6.7.1 as applied by the Engineer and as may be supplemented in the General Requirements.
- 6.7.3 The Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the Engineer's prior written acceptance, which will be evidenced, by either a Change Order or an approved Shop Drawing. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. The Engineer will record time required by the Engineer and the Engineer's consultants in evaluating substitutions proposed by the Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not the Engineer accepts a proposed substitute, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's consultants for evaluating each proposed substitute.

6.8 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:

- 6.8.1 The Contractor shall not employ and Subcontractor, Supplier or other person or organization (including those acceptable to the Owner and the Engineer as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the Owner or the Engineer may have reasonable objection. The Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom the Contractor has reasonable objection.
- 6.8.2 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and equipment) to be submitted to the Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by the Owner and the Engineer and if the Contractor has submitted a list thereof in accordance with the Supplementary Conditions, the Owner's or the Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Agreement

signed. No acceptance by the Owner or the Engineer of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of the Owner or the Engineer to reject defective Work.

- 6.9 The Contractor shall be fully responsible to the Owner and the Engineer for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with the Contractor just as the contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the owner or the Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the Owner or the Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.
- 6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- 6.11 All Work performed for the Contractor by a Subcontractor will be pursuant to an appropriate agreement between the Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the Owner and the Engineer and contains waiver provisions as required by paragraph 5.11. The Contractor shall pay each Subcontractor a just share of any insurance moneys received by the Contractor on account of losses under policies issued pursuant to paragraphs 5.6 and 5.7

PATENT FEES AND ROYALTIES:

- 6.12 The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract Documents for use in the performance of the Work and if to the actual knowledge of the Owner or the Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorney's fees and court and arbitration costs) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

PERMITS:

- 6.13 Unless otherwise provided in the Supplementary Conditions, the Contractor shall obtain and pay for all construction permits and licenses. The Owner shall assist the Contractor, when necessary, in obtaining such permits and licenses. The Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. The Contractor shall pay all charges of utility owners for connections to the Work, and the Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.14 LAWS AND REGULATIONS:

- 6.14.1 The Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither the Owner nor the Engineer shall be responsible for monitoring the Contractor's compliance with any Laws or Regulations.
- 6.14.2 If the Contractor observes that the Specifications or Drawings are at variance with any Laws or Regulations, the Contractor shall give the Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods indicated in paragraph 3.4. If the Contractor performs any Work knowing or having reason to know that it is contrary to such Laws or Regulations, and without such notice to the Engineer, the Contractor shall bear all costs arising there from; however, it shall not be the Contractor's primary responsibility to make certain that the specifications and Drawings are in accordance with such Laws and Regulations.

TAXES:

- 6.15 The Contractor shall pay all sales, consumer, use and other similar taxes, required to be paid by the Contractor in accordance with the Laws and Regulations of the place of the Project, which are applicable during the performance of the Work.

USE OF PREMISES:

- 6.16 The Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the Owner or the Engineer by any such owner or occupant because of the performance of the Work, or the Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. The Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold the Owner and the Engineer harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the Owner or the Engineer to the extent based on a claim arising out of the Contractor's performance of the Work.
- 6.17 During the progress of the Work, the Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the work the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the Owner. The Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

- 6.18 The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the Work or adjacent property to stresses or pressure that will endanger it.
- 6.19 The Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with approved samples and a counterpart of all approved Shop Drawings will be available to the Engineer for reference. Upon completion of the Work, these record documents, samples and Shop Drawings will be delivered to the Engineer for the Owner.

SAFETY AND PROTECTION:

- 6.20 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- 6.20.1 all employees on the Work and other persons and organizations who may be affected thereby;
 - 6.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - 6.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by the Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor). The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and the Engineer has issued a notice to the Owner and the Contractor in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

- 6.21 The Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

EMERGENCIES:

- 6.22 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or the Owner, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive change or Change Order will be issued to document the consequences of the changes or variations.

SHOP DRAWINGS AND SAMPLES:

- 6.23 After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, the Contractor shall submit to the Engineer for review and approval in accordance with the accepted schedule of Shop Drawings submissions (see paragraph 2.9), or for other appropriate action if so indicated in the Supplementary Conditions, five copies (unless otherwise specified in the General Requirements) of all Shop Drawings, which will bear a stamp or specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to enable the Engineer to review the information as required.
- 6.24 The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that the Contractor has satisfied the Contractor's responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.
- 6.25.1 Before submission of each Shop Drawing or sample the Contractor shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 6.25.2 At the time of each submission, the Contractor shall give the Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to the Engineer for review and approval of each such variation.
- 6.26 The Engineer will review and approve with reasonable promptness Shop Drawings and samples, but the Engineer's review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for

review and approval. The Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Engineer on previous submittals.

- 6.27 The Engineer's review and approval of shop Drawings or samples shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to each such variation at the time of submission as required by paragraph 6.25.2 and the Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the or Shop Drawing or sample approval; nor will any approval by the Engineer relieve the Contractor from responsibility for errors omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.
- 6.28 Where a Shop Drawing or sample is required by the Specifications, any related work performed prior to the Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of the Contractor.

CONTINUING THE WORK:

- 6.29 The Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as the Contractor and the Owner may otherwise agree in writing.

INDEMNIFICATION:

- 6.30 To the fullest extent permitted by Laws and Regulations the Contractor shall indemnify and hold harmless the Owner and the Engineer and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.
- 6.31 In any and all claims against the Owner or the Engineer or any of their consultants, agents or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.30 shall not be limited in any way by any limitation on the amount or type of damages, compensation benefits payable by or for the Contractor of any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
- 6.32 The obligations of the Contractor under paragraph 6.30 shall not extend to the liability of the Engineer, the Engineer's consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

7.0 OTHER WORK

RELATED WORK AT SITE:

- 7.1 The Owner may perform other work related to the Project at the site by the Owner's own forces, have other work performed by utility owners or let other direct contracts therefor which shall contain General Conditions like these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to the Contractor prior to starting any such other work; and, if the Contractor believes that such performance will involve additional expense to the Contractor or requires additional time and the parties are unable to agree as to the extent thereof, the Contractor may make a claim therefore as provided in Articles 11 and 12.
- 7.2 The Contractor shall afford each utility owner and other contractor who is a party to such a direct contract (or the Owner, if the Owner is performing the additional work with the Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work with theirs. The Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected. The duties and responsibilities of the Contractor under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Owner and such utility owners and other contractors.
- 7.3 If any part of the Contractor's Work depends for proper execution or results upon the Work of any such other contractor or utility owner (or the Owner), the Contractor shall inspect and promptly report to the Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. The Contractor's failure so to report will constitute an acceptance of the other work as fit and proper for integration with the Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

COORDINATION:

- 7.4 If the Owner contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Supplementary Conditions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extend of such authority and responsibilities will be provided, in the Supplementary Conditions. Unless otherwise provided in the Supplementary Conditions, neither the Owner nor the Engineer shall have any authority or responsibility in respect of such coordination.

8.0 OWNER'S RESPONSIBILITIES

- 8.1 The Owner shall issue all communications directly to the Contractor with a copy to the Engineer.

In case of termination of the employment of the Engineer, the Owner shall appoint an engineer against whom the Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer. Any dispute in connection with such appointment shall be subject to arbitration.

- 8.2 The Owner shall furnish the data required of the Owner under the Contract Documents promptly and shall make payments to the Contractor promptly after they are due as provided in paragraphs 14.4 and 14.13.
- 8.3 The Owner's duties in respect of providing lands and easements and providing basic land surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to the Owner's identifying and making available to the Contractor copies of reports of exploration and tests of subsurface conditions at the site and in existing structures which have been utilized by the Engineer in preparing the Drawings and Specifications.
- 8.4 The Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 and 5.8.
- 8.5 The Owner is obligated to execute Change Orders as indicated in paragraph 10.4.
- 8.6 The Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.
- 8.7 In connection with the Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with the Owner's right to terminate services of the Contractor under certain circumstances.

9.0 ENGINEER'S STATUS DURING CONSTRUCTION

OWNER'S REPRESENTATIVE:

- 9.1 The Engineer will be the Owners representative during the construction period. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the Owner and the Engineer.

VISIT TO SITE:

- 9.2 The Engineer will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed Work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, the Engineer will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work.

PROJECT REPRESENTATION:

- 9.3 If the Owner and the Engineer agree, the Engineer will furnish a Resident Project Representative to assist the Engineer in observing the performance of the Work. The duties, responsibilities, and limitations of authority of any such Resident Project Representative and assistants will be as

provided in the Supplementary Conditions. If the Owner designates another agent to represent the Owner at the site who is not the Engineer's agent or employee, the duties, responsibilities and limitations of authority of such other person will be the same as those described for the Engineers agent.

CLARIFICATIONS AND INTERPRETATIONS:

- 9.4 The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the Contractor believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the Contractor may make a claim therefore as provided in Article 11 or Article 12.

AUTHORIZED VARIATIONS IN WORK:

- 9.5 The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents, which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on the Owner, and on the Contractor who shall perform the work involved promptly. If the Contractor believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the contractor may make a claim therefore as provided in Article 11 or 12.

REJECTING DEFECTIVE WORK:

- 9.6 The Engineer will have authority to disapprove or reject Work which the Engineer believes to be defective, and will also have authority to require special inspection or testing of the work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:

- 9.7 In connection with the Engineer's responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.29 inclusive.
- 9.8 In connection with the Engineer's responsibilities as to Change Orders, see Articles 10, 11 and 12.
- 9.9 In connection with the Engineer's responsibilities in respect of Applications for Payment, etc., see Article 14.

DETERMINATIONS FOR UNIT PRICES:

- 9.10 The Engineer will determine the actual quantities and classifications of Unit Price Work performed by the Contractor. The Engineer will review with the Contractor Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Applicable for Payment or otherwise). The Engineer's written decisions thereon will be final and

binding upon the Owner and the Contractor, unless, within ten days after the date of any such decision, either the Owner or the Contractor delivers to the other party to the Agreement and to the Engineer written notice of intention to appeal from such a decision.

DECISION ON DISPUTES:

- 9.11 The Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work hereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to the Engineer in writing with a request for a formal decision in accordance with this paragraph, which the Engineer will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to the Engineer and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to the Engineer and the other party within sixty days after such occurrence unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim.
- 9.12 When functioning as interpreter and judge under paragraphs 9.10 and 9.11, the Engineer will not show partiality to the Owner or the Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by the Engineer pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be a condition precedent to any exercise by the Owner or the Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:

- 9.13 Neither the Engineer's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by the Engineer in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.
- 9.14 Whenever in the Contract Documents the terms "as ordered". "as directed". "As required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of the Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to the Engineer any duty or authority to supervise direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.
- 9.15 The Engineer will not be responsible for the Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and the Engineer will not be responsible for the Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

- 9.16 The Engineer will not be responsible for the acts or omissions of the Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

10.0 CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement and without notice to any surety, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, the Contractor shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- 10.2 If the Owner and the Contractor are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefor as provided in Article 11 or Article 12.
- 10.3 The Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22 and except in the case of uncovering Work as provided in paragraph 13.9.
- 10.4 The Owner and the Contractor shall execute appropriate Change Orders (or Written Amendments) covering:
- 10.4.1 changes in the Work which are ordered by the Owner pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties:
- 10.4.2 changes in the Contract Price or Contract Time which are agreed to by the parties; and
- 10.4.3 changes in the Contract Price or Contract Time, which embody the substance of any written decision, rendered by the Engineer pursuant to paragraph 9.11;

provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, the Contractor shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

- 10.5 If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be the Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

11.0 CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the Total compensation (subject to authorized adjustments) payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims, for adjustment in the Contract Price, shall be determined by the Engineer, in accordance with paragraph 9.11, if the Owner and the Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:
- 11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1 through 11.9.3, inclusive).
- 11.3.2 By mutual acceptance of a lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2.1).
- 11.3.3 Based on the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

COST OF THE WORK:

- 11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the Owner, such costs shall be in amounts no higher than those prevailing in the locality of the project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:
- 11.4.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the Owner and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned based on their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by the Owner.

- 11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to the Contractor unless the Owner deposits funds with the Contractor with which to make payments, in which case the cash discounts shall accrue to the Owner. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they may be obtained.
- 11.4.3 Payments made by the Contractor to the Subcontractors for Work performed by Subcontractors. If required by the Owner, the Contractor shall obtain competitive bids from Subcontractors acceptable to the Contractor and shall deliver such bids to the Owner who will then determine, with the advice of the Engineer, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid based on Cost of the Work shall be determined in the same manner as the Contractor's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 11.4.4 Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of the Contractor's employees incurred in discharge of duties connected with the Work.

11.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of the Contractor.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from the Contractor or others in accordance with rental agreements approved by the Owner with the advice of the Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, consumer, use of similar taxes related to the work, and for which the Contractor is liable, imposed by Laws and Regulations.

11.4.5.5 Deposits lost for causes other than negligence of the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6 Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by the Contractor in connection with the performance and furnishing of the work (except losses and damages within the deductible amounts of property insurance established by the Owner in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining the Contractor's Fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 Minor expenses such as long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9 Cost of premiums for additional Bonds and insurance required because of changes in the Work and premiums for property insurance coverage within the limits of the deductible amounts established by the Owner in accordance with paragraph 5.9.

11.5 The term Cost of Work shall not include any of the following:

- 11.5.1 Payroll costs and other compensation of the Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4-all of which are to be considered administrative costs covered by the Contractor's Fee.
- 11.5.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 11.5.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 11.5.4 Cost of premiums for all Bonds and for all insurance whether the Contractor is required by the contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).
- 11.5.5 Costs due to the negligence of the Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

CONTRACTOR'S FEE:

11.6 The Contractor's Fee allowed to the Contractor for overhead and profit shall be determined as follows:

11.6.1 a mutually acceptable fixed fee; or if none can be agreed upon:

11.6.2 a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1 for costs incurred under paragraph 11.4.1 and 11.4.2, the Contractor's shall be fifteen percent;

11.6.2.2 for costs incurred under paragraph 11.4.3, the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent;

11.6.2.3 no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4 the amount of credit to be allowed by the Contractor to the Owner for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in the Contractor's Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5 when both additions and credits are involved in any one change, the adjustment in the Contractor's Fee shall be computed based on the net change in accordance with paragraphs 11.6.2.1 through 11.6.4, inclusive.

11.7 Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, the Contractor will submit in form acceptable to the Engineer an itemized cost breakdown together with supporting data.

CASH ALLOWANCES:

11.8 It is understood that the Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the Engineer. The Contractor agrees that:

11.8.1 The allowances include the cost to the Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2 The Contractor's costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by the Engineer to reflect actual amounts due the Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

UNIT PRICE WORK:

11.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by the Contractor will be made by the Engineer in accordance with Paragraph 9.10.

11.9.2 Each unit price will be deemed to include an amount considered by the Contractor to be adequate to cover the Contractor's overhead and profit for each separately identified item.

- 11.9.3 Where the quantity of any item of Unit Price Work performed by the Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if the Contractor believes that the Contractor has incurred additional expense as a result thereof, the Contractor may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

12.0 CHANGE OF CONTRACT TIME

- 12.1 A Change Order or a Written Amendment may only change the Contract Time. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party and to the Engineer promptly (but in no event later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims, for adjustment in the Contract Time, shall be determined by the Engineer, in accordance with paragraph 9.11, if the Owner and the Contractor cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made therefore as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by the Owner or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.
- 12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) for delay by either party.

13.0 WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

WARRANTY AND GUARANTEE:

- 13.1 The Contractor warrants and guarantees to the Owner and the Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

ACCESS TO WORK:

- 13.2 The Engineer and Engineer's representatives, other representatives of the Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable

times for their observation, inspecting and testing, the Contractor shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

- 13.3 The Contractor shall give the Engineer timely notice of readiness of the Work for all required inspections, tests or approvals.
- 13.4 If Laws or Regulations of any public body having jurisdiction require any Work (of part thereof) to specifically be inspected, tested or approved, the Contractor shall assume full responsibility therefore, pay all costs in connection herewith and furnish the Engineer the required certificates of inspection, testing or approval. The Contractor shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the Owner's or the Engineer's acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to the Contractor's purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals, in addition to the above, which are required by the Contract Documents, shall be paid by the Owner (unless otherwise specified).
- 13.5 All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the Owner and the Contractor (or by the Engineer if so specified).
- 13.6 If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of the Engineer, it must, if requested by the Engineer, be uncovered for observation. Such uncovering shall be at the Contractor's intention to cover the same and the Engineer has not acted with reasonable promptness in response to such notice.
- 13.7 Neither observations by the Engineer nor inspections, tests or approvals by others shall relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the Contract Documents.

UNCOVERING WORK:

- 13.8 If any Work is covered contrary to the written request of the Engineer, it must, if requested by the Engineer, be uncovered for the Engineer's observation and replaced at the Contractor's expense.
- 13.9 If the Engineer considers it necessary or advisable that covered Work be observed by the Engineer or inspected or tested by others, the Contractor, at the Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and, if the parties

are unable to agree as to the amount or extent thereof, the Contractor may make a claim therefore as provided in Article 11 and 12.

OWNER MAY STOP THE WORK:

- 13.10 If the Work is defective, or the Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

- 13.11 If required by the Engineer, the Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the site and replace it with non-defective Work. The Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

TWO-YEARS CORRECTION PERIOD:

- 13.12 If within two years after the date of Substantial Completion or such longer period of time as may be prescribed by Laws and Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if the Owner has rejected it, remove it from the site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

ACCEPTANCE OF DEFECTIVE WORK:

- 13.13 If, instead of requiring correction or removal and replacement of defective Work, the Owner (and, prior to the Engineer's recommendation of final payment, also the Engineer) prefers to accept it, the Owner may do so. The Contractor shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept such defective Work (such costs to be approved by the Engineer as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to the Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to

the amount thereof, the Owner may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by the Contractor to the Owner.

OWNER MAY CORRECT DEFECTIVE WORK:

- 13.14 If the Contractor fails within a reasonable time after written notice of the Engineer to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by the Engineer in accordance with paragraph 13.11, or if the Contractor fails to perform the Work in accordance with the Contract Documents, or if the Contractor fails to comply with any other provision of the Contract Documents, the Owner may, after seven days' written notice to the Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the Owner may exclude the Contractor from all or part of the site, take possession of all or part of the Work, and suspend the Contractor's services related thereto, take possession of the Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor but which are stored elsewhere. The Contractor shall allow the Owner, the Owner's representatives, agents, and employees such access to the site as may be necessary to enable the Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the Owner in exercising such rights and remedies will be charged against the Contractor in an amount approved as to reasonableness by the Engineer, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the Owner may make a claim therefore as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the Owner of the Owner's rights and remedies hereunder.

14.0 PAYMENTS TO CONTRACTOR AND COMPLETION

SCHEDULE OF VALUES:

- 14.1 The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to the Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

APPLICATION FOR PROGRESS PAYMENT:

- 14.2 At least twenty days before each progress payment is scheduled (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security

interests and encumbrances (which are hereinafter in these General Conditions referred to as “Liens”) and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the Owner’s interest therein, all of which will be satisfactory to the Owner. The amount of retainage with respect to progress payments will be as stipulated in the Supplementary Conditions.

CONTRACTOR’S WARRANTY OF TITLE:

- 14.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the Owner no later than the time of payment free and clear of all Liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

- 14.4 The Engineer will, within five days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the Owner, or return the Application to the Contractor indicating in writing the Engineer's reasons for refusing to recommend payment. In the latter case, the Contractor may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with the Engineer's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the Owner to the Contractor.
- 14.5 The Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on the Engineer's review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated; that, to the best of the Engineer's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work, as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation); and that the Contractor is entitled to payment of the amount recommended. However, by recommending any such payment the Engineer will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to the Engineer in the Contract Documents or that there may not be other matters or issues between the parties that might entitle the Contractor to be paid additionally by the Owner or the Owner to withhold payment to the Contractor.
- 14.6 The Engineer's recommendation of final payment will constitute an additional representation by the Engineer to the Owner that the conditions precedent to the Contractor's being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.
- 14.7 The Engineer may refuse to recommend the whole or any part of any payment if, in the Engineer's opinion, it would be incorrect to make such representations to the Owner. The Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in the Engineer's opinion to protect the Owner from loss because:
- 14.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,
 - 14.7.2 the contract Price has been reduced by Written Amendment or Change Order,
 - 14.7.3 the Owner has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or
 - 14.7.4 of the Engineer's actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

The Owner may refuse to make payment of the full amount recommended by the Engineer because claims have been made against the Owner on account of the Contractor's performance or furnishing of the Work or Liens

have been filed in connection with the Work or there are other items entitling the Owner to a set-off against the amount recommended, but the Owner must give the Contractor immediate written notice (with a copy to the Engineer) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

- 14.8 When the Contractor considers the entire Work ready for its intended use the Contractor shall notify the Owner and the Engineer in writing that the entire Work is substantially complete (except for items specifically listed by the Contractor as incomplete) and request that the Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, the Owner, the Contractor and the Engineer shall make an inspection of the Work to determine the status of completion; the Engineer will notify the Contractor in writing giving the reasons therefore. If the Engineer will prepare and deliver to the Owner a tentative certification of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. The owner shall have seven days after receipt of the tentative certificate during which to make written objection to the Engineer will within fourteen days after submission of the tentative certificate to the Owner notify the Contractor in writing, stating the reasons therefore. If, after consideration of the Owner's objections, the Engineer considers the Work substantially complete, the Engineer will within said fourteen days execute and deliver to the Owner and the Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as the Engineer believes justified after consideration of any objections from the Owner. At the time of delivery of the tentative certificate of Substantial Completion the Engineer will deliver to the Owner and the Contractor a written recommendation as to division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties.

Unless the Owner and the Contractor agree otherwise in writing and so inform the Engineer prior to the Engineer's issuing the definitive certificate of Substantial Completion, the Engineer's aforesaid recommendation will be binding on the Owner and the Contractor until final payment.

- 14.9 The Owner shall have the right to exclude the Contractor from the Work after the date of Substantial Completion, but the Owner shall allow the Contractor reasonable access to complete or correct items on the tentative list.

PARTIAL UTILIZATION:

- 14.10 Use by the Owner of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the Owner, the Engineer and the Contractor agree constitutes a separately functioning and useable part of the Work that can be used by the Owner without significant interference with the Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

- 14.10.1 The Owner at any time may request the Contractor in writing to permit the Owner to use any such part of the Work which the Owner believes to be ready for its intended use and substantially complete. If the Contractor agrees, the Contractor will certify to the Owner and the Engineer that said part of the Work is substantially complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Work. The Contractor at any time may notify the Owner and the Engineer in writing that the Contractor considers any such part of the Work ready for its intended use and substantially

complete and request the Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the Owner, the Contractor, and the Engineer shall make an inspection of that part of the Work to determine its status of completion. If the Engineer does not consider that part of the Work to be substantially complete, the provisions of paragraph 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2 The Owner may at any time request the Contractor in writing to permit the Owner to take over operation of such part of the Work although it is not substantially complete. A copy of such request will be sent to the Engineer and within a reasonable time thereafter the Owner, the Contractor and the Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If the Contractor does not object in writing to the Owner and the Engineer that such part of the Work is not ready for separate operation by the Owner, the Engineer will finalize the list of items to be completed or corrected and will deliver such list to the Owner and the Contractor together with a written recommendation as to the division of responsibilities pending final payment between the Owner and the Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the Owner and the Contractor at the time when the Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed the Engineer). During such operation and prior to Substantial Completion of such part of the Work, the Owner shall allow the Contractor reasonable access to complete or correct items on said list and to complete other related Work.

14.10.3 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

FINAL INSPECTION:

14.11 Upon written notice from the Contractor that the entire Work or an agreed portion thereof is complete, the Engineer will make a final inspection with the Owner and the Contractor and will notify the Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. The Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

14.12 After the Contractor has completed all such corrections to the satisfaction of the Engineer and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents-all as required by the Contract Documents, and after the Engineer has indicated that the Work is acceptable (subject to the provisions of paragraph 14.16), the Contractor may make application for final payment following the procedure for progress payments. The final Application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts or releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which the Owner or Owner's property might in any way be responsible, have been paid or otherwise

satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, the Contractor may furnish a Bond or other collateral satisfactory to the Owner to indemnify the Owner against any Lien.

FINAL PAYMENT AND ACCEPTANCE:

- 14.13 If, on the basis of the Engineer's observation of the work during construction and final inspection, and the Engineer's review of the final Application for Payment and accompanying documentation all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, the Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing the Engineer's recommendation of payment and present the Application to the Owner for payment. Thereupon the Engineer will give written notice to the Owner and the Contractor that the work is acceptable subject to the provisions of paragraph 14.16. Otherwise, the Engineer will return the Application to the Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case the Contractor shall make the necessary corrections and resubmit the Application. Thirty days after presentation to the Owner of the Application and accompanying documentation, in appropriate form and substance, and with the Engineer's recommendation and notice of acceptability, the amount recommended by the Engineer will become due and will be paid by the Owner to the Contractor.
- 14.14 If, through no fault of the Contractor, final completion of the Work is significantly delayed and if the Engineer so confirms, the Owner shall upon receipt of the Contractor's final Application for Payment and recommendation of the Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by the Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer with the Applications for such payment. Such Payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR'S CONTINUING OBLIGATION:

- 14.15 The Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by the Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Engineer pursuant to paragraph 14.13, nor any correction of defective Work by the Owner will constitute an acceptance of Work not done in accordance with the Contract Documents or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents (except as provided in paragraph 14.16).

WAIVER OF CLAIMS:

- 14.16.1 a waiver of all claims by the Owner against the Contractor, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.11 or from failure to comply with the Contract Documents or the terms of any special

guarantees specified therein; however, it will not constitute a waiver by the Owner of any rights in respect of the Contractor's continuing obligations under the Contract Documents; and

14.16.2 a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

15.0 SUSPENSION OF WORK AND TERMINATION

OWNER MAY SUSPEND WORK:

15.1 The Owner may, at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to the Contractor and the Engineer which will fix the date on which Work will be resumed. The Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of the Contractor makes an approved claim therefore as provided in Articles 11 and 12, with the exception of the suspension of Work by the Owner for the purpose of a winter layover, such suspension by the Owner will be determined by the Owner and the Engineer, and will not be subject to any increase in the Contract Price of Time.

OWNER MAY TERMINATE:

15.2 Upon the occurrence of any one or more of the following events:

- 15.2.1 if the contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 15.2.2 if a petition is filed against the Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 15.2.3 if the Contractor makes a general assigned for the benefit of creditors;
- 15.2.4 if a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors;
- 15.2.5 if the Contractor admits in writing an inability to pay its debts generally as they become due;
- 15.2.6 if the Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7 if the Contractor disregards Laws or Regulations of any public body having jurisdiction;

15.2.8 if the Contractor disregards the authority of the Engineer; or

15.2.9 if the Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

The Owner may, after giving the Contractor (and the surety, if there be one) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of the Contractor, exclude the Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by the Contractor (without liability to the Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the Owner has paid the Contractor but which are stored elsewhere, and finish the Work as the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) such excess will be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

Such costs incurred by the Owner will be approved as to reasonableness by the Engineer and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the Owner shall not be required to obtain the lowest price for the Work performed.

15.3 Where the Contractor's services have been so terminated by the Owner, the termination will not affect any rights or remedies of the Owner against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the Contractor by the Owner will not release the Contractor from liability.

15.4 Upon seven days' written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

CONTRACTOR MAY STOP WORK OR TERMINATE:

15.5 If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within thirty days after it is submitted, or the Owner fails for thirty days to pay the Contractor any sum finally determined to be due, then the Contractor may, upon seven days' written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may upon seven days' written notice to the Owner and the Engineer stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the Contractor of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Owner.

16.0 ARBITRATION

- 16.1 All claims, disputes and other matters in question between the Owner and the Contractor arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided in paragraph 14.16) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 16.2 No demand for arbitration of any claim, dispute or other matter that is required to be referred to the Engineer initially for decision in accordance with paragraph 9.11 will be made until the earlier of (a) the date on which the Engineer has rendered a decision or (b) the tenth day after the parties have presented their evidence to the Engineer if a written decision has not been rendered by the Engineer before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which the Engineer has rendered a written decision in respect thereof in accordance with paragraph 9.11; and the failure to demand arbitration within said thirty days' period shall result in Engineer's decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of the Engineer rendered in accordance with paragraph 9.10 will be made later than ten days after the party making such demand has delivered written notice of intention to appeal as provided in paragraph 9.10.
- 16.3 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to the Engineer for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.2 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 16.4 No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including the Engineer, the Engineer's agents, employees or consultants) who is not a party to this contract unless:
- 16.4.1 the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration,
- 16.4.2 such other person or entity is substantially involved in a question of law or fact which is common to those who parties to the arbitration are already and which will arise in such proceeding, and
- 16.4.3 the written consent of the other person or entity sought to be included and of the Owner and the Contractor has been obtained for such inclusion, which consent shall make specified reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

- 16.5 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sect. 10, 11).

17.0 MISCELLANEOUS

- 17.1 Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

COMPUTATION OF TIME:

- 17.2.1 When any time period is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- 17.2.2 A calendar day of twenty-four hours measured from midnight to the next midnight shall constitute a day.

GENERAL:

- 17.3 Should the Owner or the Contractor suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 17.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon the Contractor by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the Owner and the Engineer there under, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representatives, warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

SECTION 00800
SUPPLEMENTARY CONDITISONS

1.0 **INSURANCE**

The limits of liability for the insurance coverage and worker's compensation, as required by paragraph 5.3 of the General Conditions, shall be provided in accordance with the following provisions.

1.1 Workers' Compensation Insurance

The Contractor shall maintain in full force and at all times Workers' Compensation for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability insurance in the amount of \$500,000 each policy, \$500,000 each accident and disease. Contractor shall supply evidence of the same to the Town of Cumberland. In the event the Contractor is exempt from workers' compensation as a sole proprietorship, the Contractor will present proof of said exemption in the form and manner approved by the Rhode Island Department of Labor.

1.2 **Contractor's Commercial General Liability Insurance**

The Contractor shall carry Commercial General Liability Insurance (CGL) with broad form of Contractual General Liability Endorsement attached, providing for a per occurrence limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury or property damage. If Contractor's CGL policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the Town of Cumberland and name the Town of Cumberland as an Additional Insured to the policy.

1.3 **Comprehensive Automobile Liability and Property Damage Insurance**

The Contractor shall carry and maintain in full force at all times during the engagement Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than Three Million Dollars (\$3,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. If Contractor's automobile liability policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its auto liability policy to the Town of Cumberland and name the Town of Cumberland as an Additional Insured to the policy.

All references in the General Conditions to Owners liability and property damage insurance shall be amended to indicate that the Town of Cumberland has obtained all municipal insurance required by law, regulation or ordinance for a public body and guarantees to the Contractor that such insurance will be maintained for the life of the Agreement. The Town therefore, will not provide to the Contractor certificates and other evidence of insurance described or referred to in the following sections of the General Conditions:

Paragraph(s) 2.7, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10, 5.11.1, 5.11.2, 5.12, 5.13, 5.14, and 8.5.

SALES TAXES

Paragraph 6.15 of the General Conditions shall be amended to indicate that in Materials and equipment purchased for installation under this contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be considered by the Contractor during bidding.

3.0 RETAINAGE

Section 14 of the General Conditions shall be amended to indicate that the Owner will retain 10% of the amount of each payment until final completion and acceptance of work covered by this contract in order to insure proper performance with contract provisions. At the time the contract is 60% complete the retainage may be reduced to 5% at the Owner's discretion.

4.0 OWNER'S INSPECTION

Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the Contract. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner in which the work is being executed, the inspector shall have the authority to reject material or suspend work until the Owner has decided the question. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice, which the inspector may give the Contractor, shall in no way be construed as binding the Owner or the Engineer in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

5.0 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

During performance of the Work of the Contract, the Contractor will be required to follow an equal employment opportunity program complying with provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

Approval of the bidder's proposed equal employment opportunity program by the Owner and by the governmental agencies having jurisdiction will be a prerequisite to award of the Contract.

To be acceptable, the proposed equal employment opportunity program must contain the following stipulations, except as otherwise approved in advance.

- A. There shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, religion, handicap, or national origin. Affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment, without

regard to their race, creed, color, sex, age, religion, handicap, or national origin. Such action shall include, but not be limited to, the following:

- (1) Employment, upgrading, demotion, or transfer;
- (2) Recruitment or recruitment advertising;
- (3) Layoffs or terminations;
- (4) Rates of Pay or other forms of compensation; and
- (5) Selection for training, including apprenticeship.

Notice shall be posted in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

- B. All solicitations or advertisement for employees shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, religion, handicap, or national origin.
- C. Contractors shall send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract of understanding, a notice to be provided advising the labor union of worker's' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and they shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. Contractors shall comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. Contractors shall furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto as required by the Owner, for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The contractors shall furnish, copies, as requested.
- F. In the event of contractor's noncompliance with the nondiscrimination clauses of their contracts, or with any of such rules, regulations, or orders, their contracts may be cancelled, terminated, or suspended in whole or in part, and they may be declared ineligible for further contracts on governmentally assisted construction work. Other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The contractors shall include the provisions of paragraphs "A" through "G" in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

Other programs in satisfactory use may be substituted in lieu of the basic program delineated above, subject to the approval of the Owner and all governmental agencies having jurisdiction.

6.0 RESPONSIBILITIES OF THE CONTRACTOR

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, telephone, transportation, superintendence, temporary construction of every nature, charges, levies, fees 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.

Unless otherwise specified herein, all materials, workmanship, methods and practices utilized to perform the work embraced within the Contract shall conform to current Cumberland Department of Public Works Standards and the Rhode Island Standard Specifications for Road and Bridge Construction; Revision of 1994 with latest revisions or addenda.

7.0 SANITARY WASTE

Adequate sanitary conveniences for the use of workmen shall be provided within the Contractor's field office and/or in temporary, portable field enclosures that comply with the requirements of local and state health authorities. If portable field enclosures are provided, they shall be located or relocated as directed by the Owner. Sanitary waste shall be treated and disposed of in a manner satisfactory to and as directed by the Engineer and the local and state health authorities; and under no circumstances shall sanitary wastes be allowed to flow on the surface of the ground.

8.0 INTOXICATING LIQUORS

The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work embraced in this Contract.

9.0 PROVISIONS FOR TRAFFIC

The Contractor shall not close or obstruct any portion of a street without obtaining permits therefore from the proper 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.

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 the provisions made. He shall conduct his construction operations such that interference with the flow of vehicular and pedestrian traffic will be held to a minimum.

The Contractor shall cooperate in every way possible to maintain a flow of traffic through the site. The Contractor shall notify the Fire Department when any street is to be closed regardless of the length of time or time of day. All detours shall be signed, lighted, and barricaded as directed by the Owner or indicated on the drawings.

10.0 ABBREVIATIONS

Where any of the following abbreviations are used in the specifications, they shall have the meaning set forth opposite each, and their reference shall apply to the latest amendment or revision of same, unless otherwise specified.

AASHTO - American Association of State Highway Transportation Officials

AAN	- American Association of Nurserymen
ASLA	- American Society of Landscape Architects
ACI	- American Concrete Institute
AISC	- American Institute of Steel Construction
ASA	- American Standards Association
ASTM	- American Society for Testing Materials
ASCE	- American Society for Civil Engineers
AWWA	- American Water Works Association
AWS	- American Welding Society
FHA	- Federal Highway Administration: U.S. Department of Transportation
FSS	- Federal Specifications and Standards - Federal Supply Service and the General Services Administration, Washington, D.C.
NBS	- National Bureau of Standards
RIDOT	- Rhode Island Department of Transportation
USS Gauge	- United States Standard Gauge

SECTION 00900
GENERAL REQUIREMENTS AND SPECIAL PROVISIONS

PART 1 – SUMMARY OF WORK

1.1 GENERAL

- A. The Scope of Work under this contract will generally consist of the preparation of the site for the specified improvements, installation of the proposed planting material per the Plans and Specifications, and maintaining the Garden for the period outlined in the Specifications.

PART 2 – UTILITY AND MUNICIPAL NOTIFICATION AND COORDINATION

2.1 The Contractor shall schedule his construction to allow for a coordinated highway and utility effort. Upon award, the Contractor shall notify the lead utility relative to his/her anticipated highway construction start date. The Contractor's main point of administrative contract shall be Robert Anderson, P.E., Director, Public Works Department (PWD); and the PWD field contact representative shall be James N'Tow, Assistant Engineer, Public Works Department. Immediately following the Pre-construction Conference, the Contractor shall initiate any survey layout required for utilities.

RIDOT Maintenance	401-222-2378,401-222-2450,401-568-5373
Town Police Dept.	401-333-2500
Pawtucket Water Supply Board	401-729-5000
Cumberland Water Dept.	401-658-0666
Cumberland Sewer Dept.	401-728-2400 X 122
RIDEM Oil Spills	401-222-1360
National Grid (Gas)	781-907-2841
National Grid (Electric)	(401) 784-7419

PART 3 – SEQUENCE OF CONSTRUCTION

3.1 At all times, the Contractor shall be required to maintain full access to The Monastery Grounds, existing parking and all of the buildings and facilities at The Monastery. During non-working hours (including evenings, weekends, and holidays) the Contractor must secure the work zone from access by the public.

3.2 The Contractor shall coordinate his work to ensure that all utility work may proceed without delay. The Contractor shall, immediately upon commencing work at the site, perform all work necessary for the preparation of utility company involvement prior to beginning any other work on the project.

PART 4 – STORAGE OF CONSTRUCTION MATERIALS AND/OR EQUIPMENT

The Contractor shall submit for approval the location of Material & Equipment Storage to the Engineer.

PART 5 – WINTER SHUTDOWN

The Winter Shutdown period shall be determined to be the period from December 15th through the following April 15th.

PART 6 – COORDINATION WITH OTHER CONTRACTS

It shall be the Contractor's responsibility to coordinate, cooperate and schedule his work and all segments thereof with the Engineer, other contractors, utility owners, and applicable local authorities.

PART 7 – CONSTRUCTION MATERIALS – QUALITY ASSURANCE

All applicable materials to be utilized on the project shall be obtained from RIDOT approved sources which meet the material requirements of the RIDOT Standard Specifications for Roads and Bridges, latest edition.

PART 8 – CONTRACTOR'S COMPLIANCE:

The work associated with this Contract shall be in accordance with the specifications and guidelines set forth by the Rhode Island Department of Transportation. All Materials, Construction Methods and Specifications, shall conform to the RIDOT's *Standard Specifications for Road and Bridge Construction* (RIDOT BLUE BOOK). If a conflict arises between the Technical Specification for this Contract and the State's Standard, then the RIDOT Standard shall prevail or the more stringent Standards shall be used. All applicable materials used on the project shall be from State Approved Sources. All procurement shall follow Rhode Island General Laws 37-2. It is imperative that the Contractor pay Prevailing Wage (RIGL 37-13-8).

PART 9 – MEASUREMENT AND PAYMENT FOR LUMP SUM CONTRACT

The Lump Sum Price stated in the Proposal shall constitute full compensation for all labor, equipment, materials, and all incidental and appurtenant work required or necessary to satisfactorily complete the specified work in accordance with the Drawings and Specifications. Partial payment requests shall be submitted to the Town at the end of each month during construction.

At the Pre-Construction Conference, the Contractor shall submit to the Owner and Engineer a breakdown of the Lump Sum Price listed in the Proposal. Breakdown shall list the major items of work on the Project and respective portion of the total Lump Sum Price. The sum of the prices for Contractor's major items of work shall equal the Lump Sum Price listed in the Proposal. The breakdown is required only to serve as a basis for determining percentage of lump sum total completed during Contractor's billing cycle. Contractor's lump sum breakdown is subject to review and approval by the Engineer.

Monthly pay estimates shall be generated by the Contractor and submitted to the Engineer. The estimate shall be broken down according to the Lump Sum Breakdown of Items as submitted by the Contractor and approved by the Engineer. Contractor shall submit five (5) copies of the monthly pay estimate to the Engineer for review and approval. Once approved, the Engineer shall submit the pay estimate to the Owner for processing along with letter certified by the Engineer that the work has been completed in conformance with the Drawings and Specifications.

Additions/reductions in the scope of work shall be processed as a Change Order to the Contract Price. Refer to Section 00700 Change of Contract Price. In the event of a Change to the Total Contract Price, the Contractor may be required to submit a revised Lump Sum Breakdown at the Engineer's discretion.

PART 10 - CLAIMS FOR ADJUSTMENTS AND DISPUTES:

If the contractor deems that additional compensation is due for work or material not clearly covered in the Contract, the Contractor shall notify both the Town Engineer in writing of its intention to make a claim for such additional compensation before beginning or continuing the affected work; also, the Contractor shall proceed diligently with the performance of the contract pending the final resolution of any request for relief, payment, claims, appeal or action arising under the contract, and shall comply with any decision of the Engineer. If such notification is not given, or the Contractor does not afford the Engineer proper facilities for keeping a strict account of the actual costs, the Contractor thereby waives any claim for additional compensation. Notice by the Contractor and the fact that the Town Engineer has kept an account of the actual cost of the claim, shall not be construed as substantiating the validity of the claim

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Appendix A

General Wage Rate Decision Davis Bacon

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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: RI20230001 06/30/2023

Superseded General Decision Number: RI20220001

State: Rhode Island

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

Counties: Rhode Island Statewide.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories) **HEAVY, HIGHWAY AND MARINE CONSTRUCTION PROJECTS**

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.	
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination,	

	if it is higher) for all	
	hours spent performing on	
	that contract in 2023.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0	01/06/2023
1	01/13/2023
2	02/03/2023
3	03/17/2023
4	04/14/2023
5	05/12/2023
6	06/02/2023
7	06/16/2023
8	06/30/2023

ASBE0006-006 06/01/2022

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).....\$ 38.30 25.55

ASBE0006-008 09/01/2021

Rates Fringes

Asbestos Worker/Insulator

Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.\$ 45.00 32.89

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRR10003-001 06/01/2022

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

BRR10003-002 09/01/2022

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

BRR10003-003 09/01/2022

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

* CARP0330-001 06/05/2023

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 42.78	30.00
Diver Tender.....	\$ 43.78	30.00
DIVER.....	\$ 55.93	30.00
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 43.78	30.00

FOOTNOTES:

When not diving or tending the diver, the diver and diver tender shall receive the piledriver rate. Diver tenders shall receive \$1.00 per hour above the pile driver rate when tending the diver.

Work on free-standing stacks, concrete silos & public utility electrical power houses, which are over 35 ft. in height when constructed: \$.50 per hour additional.

Work on exterior concrete shear wall gang forms, 45 ft. or more above ground elevation or on setback: \$.50 per hour additional.

The designated piledriver, known as the "monkey": \$1.00 per hour additional.

CARP1121-002 01/02/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.54	30.73

ELEC0099-002 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 48.61	50.44%
Teledata System Installer.....	\$ 36.46	11.59%+15.31

FOOTNOTES:

Work of a hazardous nature, or where the work height is 30 ft. or more from the floor, except when working OSHA-approved lifts: 20% per hour additional.

Work in tunnels below ground level in combined sewer outfall: 20% per hour additional.

ELEV0039-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.36	37.335+a+b

FOOTNOTES:

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

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

* ENGI0057-001 06/01/2023

	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations,		

tunnels, caissons, piers,
docks, bridges, wind
turbines, subterranean &
other marine and heavy
construction work)

GROUP 1.....	\$ 45.55	29.45
GROUP 2.....	\$ 43.55	29.45
GROUP 3.....	\$ 39.17	29.45
GROUP 4.....	\$ 36.32	29.45
GROUP 5.....	\$ 42.60	29.45
GROUP 6.....	\$ 33.40	29.45
GROUP 7.....	\$ 27.40	29.45
GROUP 8.....	\$ 39.25	29.45
GROUP 9.....	\$ 43.17	29.45

a. BOOM LENGTHS, INCLUDING JIBS:

150 feet and over + \$ 2.00
180 feet and over + \$ 3.00
210 feet and over + \$ 4.00
240 feet and over + \$ 5.00
270 feet and over + \$ 7.00
300 feet and over + \$ 8.00
350 feet and over + \$ 9.00
400 feet and over + \$10.00

a. PAID HOLIDAYS:

New Year's Day, President's Day, Memorial Day, July Fourth,
Victory Day, Labor Day, Columbus Day, Veterans Day,
Thanksgiving Day, Christmas Day. a: Any employee who works
3 days in the week in which a holiday falls shall be paid
for the holiday.

a. FOOTNOTES:

Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist,
elevator, bidwell-type machine, shot & water blasting
machine, paver, spreader, graders, front end loader (3 yds.
and over), vibratory hammer & vacuum truck, roadheaders,
forklifts, econobile type equipment, tunnel boring
machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

GROUP 5: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-002 05/01/2022

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 36.70	29.25+a
GROUP 2.....	\$ 31.40	29.25+a
GROUP 3.....	\$ 25.40	29.25+a
GROUP 4.....	\$ 31.98	29.25+a
GROUP 5.....	\$ 35.68	29.25+a
GROUP 6.....	\$ 35.30	29.25+a
GROUP 7.....	\$ 30.95	29.25+a
GROUP 8.....	\$ 32.33	29.25+a
GROUP 9.....	\$ 34.28	29.25+a

a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.

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.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere

saw, water blaster, hydro-demolition robot, forklift,
economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

GROUP 5: Combination loader backhoe, front end loader (less
than 3 yds.), forklift, bulldozers & scrapers and boats

GROUP 6: Roller, skid steer loaders, street sweeper

GROUP 7: Gas and electric drive heater, concrete mixer, light
plant, welding machine, pump & compressor

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

* ENGI0057-003 06/01/2023

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 44.82	29.90
GROUP 2.....	\$ 42.82	29.90
GROUP 3.....	\$ 42.60	29.90
GROUP 4.....	\$ 38.60	29.90
GROUP 5.....	\$ 35.75	29.90
GROUP 6.....	\$ 41.90	29.90
GROUP 7.....	\$ 41.47	29.90
GROUP 8.....	\$ 38.79	29.90

a. BOOM LENGTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00
180 ft. and over: + \$ 3.00
210 ft. and over: + \$ 4.00
240 ft. and over: + \$ 5.00
270 ft. and over: + \$ 7.00
300 ft. and over: + \$ 8.00
350 ft. and over: + \$ 9.00
400 ft. and over: + \$10.00

a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial
Day, July Fourth, Victory Day, Labor Day, Columbus Day,
Veterans Day, Thanksgiving Day & Christmas Day. a: Any

employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.

- a. FOOTNOTE: Hazmat work: \$2.00 per hour additional.
Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

IRON0037-001 03/16/2023

	Rates	Fringes
IRONWORKER.....	\$ 39.50	32.08

LABO0271-001 11/27/2022

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.50	26.85
GROUP 2.....	\$ 35.75	26.85
GROUP 3.....	\$ 36.25	26.85
GROUP 4.....	\$ 36.50	26.85

GROUP 5.....\$ 37.50 26.85
 LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

GROUP 1: Laborer, Carpenter Tender, Mason Tender, Cement Finisher Tender, Scaffold Erector, Wrecking Laborer, Asbestos Removal [Non-Mechanical Systems]

GROUP 2: Asphalt Raker, Adzemen, Pipe Trench Bracer, Demolition Burner, Chain Saw Operator, Fence & Guard Rail Erector, Setter of Metal Forms for Roadways, Mortar Mixer, Pipelayer, Riprap & Dry Stonewall Builder, Highway Stone Spreader, Pneumatic Tool Operator, Wagon Drill Operator, Tree Trimmer, Barco-Type Jumping Tamper, Mechanical Grinder Operator

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

GROUP 4: Air Track Operator, Hydraulic & Similar Self-Powered Drill, Block Paver, Rammer, Curb Setter, Powderman & Blaster

GROUP 5: Toxic Waste Remover

 LABO0271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

LABORER

COMPRESSED AIR

Group 1.....\$ 55.40 24.15

Group 2.....	\$ 52.93	24.15
Group 3.....	\$ 42.45	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Free Air		
Group 1.....	\$ 46.00	24.15
FREE AIR		
Group 2.....	\$ 43.05	24.15
Free Air		
Group 2.....	\$ 45.00	24.15
FREE AIR		
Group 3.....	\$ 40.50	24.15
Free Air		
Group 3.....	\$ 42.45	24.15
LABORER		
Group 1.....	\$ 35.50	24.85
Group 2.....	\$ 35.75	24.85
Group 3.....	\$ 36.50	24.85
Group 4.....	\$ 29.00	24.85
Group 5.....	\$ 37.50	24.85
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 41.50	24.15
Top Man & Laborer.....	\$ 35.60	24.15
TEST BORING		
Driller.....	\$ 41.95	24.15
Laborer.....	\$ 41.95	24.15
LABORER CLASSIFICATIONS		

GROUP 1: Laborer; Carpenter tender; Cement finisher tender;
Wrecking laborer; Asbestos removers [non-mechanical systems];
Plant laborer; Driller in quarries

GROUP 2: Adzperson; Asphalt raker; Barcotype jumping tamper;
Chain saw operators; Concrete and power buggy operator;
Concrete saw operator; Demolition burner; Fence and guard rail
erector; Highway stone spreader; Laser beam operator;
Mechanical grinder operator; Mason tender; Mortar mixer;
Pneumatic tool operator; Riprap and dry stonewall builder;
Scaffold erector; Setter of metal forms for roadways; Wagon
drill operator; Wood chipper operator; Pipelayer; Pipe trench
bracer

GROUP 3: Air track drill operator; Hydraulic and similar
powered drills; Brick paver; Block paver; Rammer and curb
setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER CLASSIFICATIONS

GROUP 1: Laborer; Carpenter tender; Cement finisher tender; Wrecking laborer; Asbestos removers [non-mechanical systems]; Plant laborer; Driller in quarries

GROUP 2: Adzperson; Asphalt raker; Barcotype jumping tamper; Chain saw operators; Concrete and power buggy operator; Concrete saw operator; Demolition burner; Fence and guard rail erector; Highway stone spreader; Laser beam operator; Mechanical grinder operator; Mason tender; Mortar mixer; Pneumatic tool operator; Riprap and dry stonewall builder; Scaffold erector; Setter of metal forms for roadways; Wagon drill operator; Wood chipper operator; Pipelayer; Pipe trench bracer

GROUP 3: Air track drill operator; Hydraulic and similar powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

GROUP 1: Mucking machine operator, tunnel laborer, brake person, track person, miner, grout person, lock tender, gauge tender, miner: motor person & all others in compressed air

GROUP 2: Change house attendant, powder watchperson, top person on iron

GROUP 3: Hazardous waste work within the ""HOT"" zone

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

GROUP 3: Hazardous waste work within the ""HOT"" zone

PAIN0011-005 06/01/2023

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 37.62	22.85
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 39.62	22.85
Spray, Sand & Water Blasting.....	\$ 40.62	22.85
Taper.....	\$ 38.37	22.85
Wall Coverer.....	\$ 38.12	22.85

PAIN0011-006 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2023

	Rates	Fringes
Painter (Bridge Work).....	\$ 56.25	23.45

PAIN0035-008 06/01/2011

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

PLAS0040-001 06/03/2019

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.00	27.15

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

PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.85	22.20

PLAS0040-003 07/01/2019

	Rates	Fringes
PLASTERER.....	\$ 37.55	27.50

PLUM0051-002 02/27/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 48.89	31.75

ROOF0033-004 06/01/2023

	Rates	Fringes
ROOFER.....	\$ 42.95	30.00

SFRI0669-001 04/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	32.27

SHEE0017-002 12/01/2020

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.58	36.73

TEAM0251-001 05/01/2022

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 28.46	32.10+A+B+C
GROUP 2.....	\$ 28.61	\$ 32.10+A+B+C
GROUP 3.....	\$ 28.66	\$ 32.10+A+B+C
GROUP 4.....	\$ 28.71	\$ 32.10+A+B+C
GROUP 5.....	\$ 28.81	\$ 32.10+A+B+C
GROUP 6.....	\$ 29.21	\$ 32.10+A+B+C
GROUP 7.....	\$ 29.41	\$ 32.10+A+B+C
GROUP 8.....	\$ 28.91	\$ 32.10+A+B+C
GROUP 9.....	\$ 29.16	\$ 32.10+A+B+C
GROUP 10.....	\$ 28.96	\$ 32.10+A+B+C

FOOTNOTES:

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

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

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars

(\$500.00)

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at
<https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates

the State of Louisiana. 2012 is the year of 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. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write 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 the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write 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 by 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:

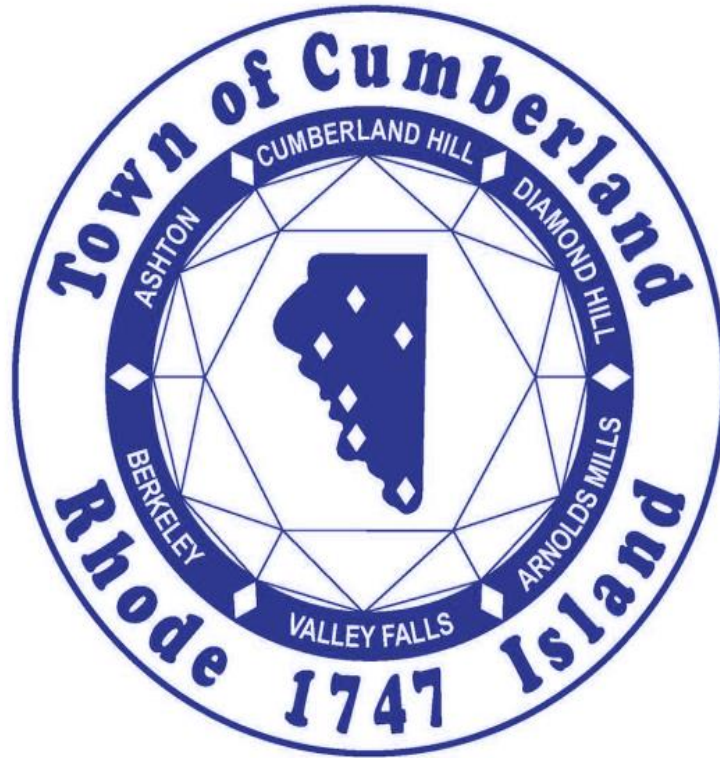
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

TOWN OF CUMBERLAND



Ruth E. Carpenter Memorial Garden at The Monestary

TOWN OF CUMBERLAND
RHODE ISLAND

APPENDIX B TECHNICAL SPECIFICATIONS

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

July 2023

APPENDIX B

RUTH E. CARPENTER MEMORIAL GARDEN AT THE MONASTERY

TECHNICAL SPECIFICATIONS

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END OF T.O.C.

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work includes, but is not necessarily limited to:

- Identify and evaluate existing plant material to remain with the Owner and/or Owner's Representative.
- Remove and properly dispose of all existing plant material and weeds in the areas noted on the Plans.
- Remove and reset existing Memorial Stone.
- Amend existing planting bed soil.
- Prune existing trees and existing hedge.
- Furnish and install new plant material.
- Edge all beds.
- Install pine bark mulch.
- Maintenance of the Garden through June 1, 2025. (if Add Alt. No. 1 is accepted by the Owner)

1.03 OWNER

Town of Cumberland
45 Broad Street
Cumberland, Rhode Island 02864

1.04 PROJECT LOCATION

The Monastery
1464 Diamond Hill Road
Cumberland, Rhode Island 02864

1.05 ENGINEER

- A. BETA Group, Inc.
Contact: Andrew Pichette, RLA
Email: apichette@beta-inc.com
701 George Washington Hwy
Lincoln, Rhode Island 02865
Telephone: 401-333-2382

1.06 WORK SEQUENCE

- A. In order that Work may be conducted with minimum inconvenience to the public and, work under this Contract may be coordinated with other work which may be under construction or contemplated, and that work under the Contract may conform to conditions which it has been undertaken or conditions attached to a right-of-way or particular location for this work, the Engineer may determine the point or points and time or times when portions of work will commence or be carried on and may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work.

1.07 CONTRACTOR USE OF PREMISES

- A. The Contractor's use of premises shall be within the limits shown on the Drawings and as defined in the specifications, for the performance of the Work.
- B. The Contractor shall maintain parking and visitor access to The Monastery grounds and Cumberland Public Library facility at all times. The Contractor shall be responsible for keeping the job site secure.
- C. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of his subcontractor's.
- D. If directed by the Owner, the Contractor shall move any stored items that interfere with operations of the Owner.
- E. Obtain and pay for use of additional storage or work areas if needed to perform the Work.

1.08 OWNER OCCUPANCY REQUIREMENTS

- A. The Owner requires that access be maintained to The Monastery and Library as part of this contract. A Construction Access, Materials, and Storage Plan shall be prepared and submitted by the Contractor for coordination with the Owner or Owner's Representative prior to the start of the Work.

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. NOT USED

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Measurement and payment criteria applicable to the work performed under a lump sum payment method of Items listed in the BID.

B. RELATED SECTIONS

1. Bid
2. Agreement
3. Section 01026 - Schedule of Values

1.02 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements if indicated are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Owner or Owner's Representative shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit price contracted.

1.03 LUMP SUM PRICES

- A. Payment will be computed based on the percentage of work completed on each Item in the contract BID as determined by the Owner's Representative. Lump sum prices are to include the cost of all necessary materials, labor, equipment, overhead, profit and other applicable costs.
- B. The Contractor's breakdown (submit under SECTION 01026) of the lump sum bid will be used only as a guide to determine the percentage of completion.

1.04 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 and building the structures contemplated by, the contract, 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, 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 furnishing, inserting and removing all sheeting, shoring staging, cofferdams, etc.; 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 any and all expense on account of the use of any patented device or process; 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 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 made a 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 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.

1.05 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.

- B. Each application for payment will indicate the total of a minimum percent retainage as defined in SUPPLEMENTARY CONDITIONS, 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 Owner's Representative multiplied by the unit price for work which is incorporated in or made necessary by the Work.
- F. A Schedule of Values shall be provided for Bid Item No 2. Payment schedule for Bid Item No. 2 will be determined when the Contract is awarded and will be based on the completion of each Item in the Schedule of Values, once it is accepted by the Owner.

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. 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 five (5) 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 Owner or Owner's Representative, shall be submitted for review and concurrence by the Owner or Owner's Representative. This list will be used by the Owner or Owner's Representative 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 submitted under Section 01300 - Submittals shall be submitted within five (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

- A. NOT USED

PART 3 - EXECUTION

- A. NOT USED

END OF SECTION

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SECTION 01040

COORDINATION

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 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 completion and clean up of Work of separate Sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- D. Coordinate with the Owner or Owner's Representative any temporary disruption in the pedestrian or vehicular traffic on the Monastery grounds and the Cumberland Public Library.

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. 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. No required permits are anticipated for the completion of this work.
- B. The Contractor shall secure all necessary permits from the state, city, or town authorities having jurisdiction.

1.3 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 codes:
 - 1. Federal, State and Municipal Laws
 - 2. Rhode Island State Building Codes, National Building Code Regulation SBC-1
 - 3. Any prevailing rules and regulations pertaining to adequate protection and/or guarding of any moving parts or otherwise hazardous locations.

1.04 FEES

- A. The cost of all permits secured by the Contractor shall be borne by them 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 Owner or Owner's Representative prior to starting work for which a permit is required.

PART 2 - PRODUCTS

- A. NOT USED

PART 3 - EXECUTION

A. NOT USED

END OF SECTION

SECTION 01067

STATE OF RHODE ISLAND AND FEDERAL REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. RHODE ISLAND SALES AND USE TAX
- B. HISTORICAL ARTICLES
- C. EXCERPTS FROM RHODE ISLAND LAWS
- D. ATTACHMENTS

1.02 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 considered by the Contractor during bidding.

1.03 HISTORICAL ARTICLES

- A. During the life of this Contract, the Contractor is herewith required to immediately notify the following organizations 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

1.04 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 a 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 conditions 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 conditions 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.)

PART 2 PRODUCTS

A. NOT USED

PART 3 EXECUTION

A. NOT USED

END OF SECTION

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SECTION 01090

REFERENCE STANDARDS

PART 1 GENERAL

1.01 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.

1.02 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 Owner or Owner's Representative 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.

1.03 SCHEDULE OF REFERENCES

AGC	Associated General Contractors of America 2300 Wilson Blvd. Arlington, VA 22201
ANS	American National Standard
ANSI	American National Standards Institute 1899 L Street, NW, 11 th Floor Washington, DC 20036
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191
ASPA	American Sod Producers Association 1855 A Hicks Road

Rolling Meadows. IL 60008

ASTM American Society for Testing and Materials
100 Bar Harbor Drive
PO Box C700
West Conshohocken, PA 19428-2959

NBS National Bureau of Standards

EDITION DATES

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

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. NOT USED

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for project meetings.

1.02 PRE-CONSTRUCTION CONFERENCE

- A. The Owner or Owner's Representative will schedule and administer a pre-construction conference.
- B. The pre-construction conference will be scheduled and administered within fourteen (14) calendar days after the dated "Notice to Proceed". The Contractor shall be prepared to address such topics as projected construction schedules, major personnel, critical work areas, construction facilities and shop drawing submittals.
- C. The Contractor, the licensed arborist and the Owner or Owner's Representative must be present at the Pre-Construction Conference. Soil amendment, planting or tree work shall not proceed until after the Pre-Construction Conference has occurred.

1.03 PROGRESS MEETINGS

- A. The Owner or Owner's Representative will schedule and administer progress meetings and specially called meetings throughout the duration of the work at minimum weekly or bi-weekly intervals.
- B. The time and location of such meetings shall be designated by the Owner or Owner's Representative and shall be convenient for all parties involved.
- C. The Owner or Owner's Representative 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

- A. NOT USED

PART 3 EXECUTION

- A. NOT USED

END OF SECTION

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SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for submission of schedules and shop drawings.

1.02 PROGRESS SCHEDULE

- A. Within fourteen (14) calendar days after execution of the Contract Documents, the Contractor shall submit to the Owner's Representative 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 Owner's Representative 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 fourteen (14) 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 Owner's Representative 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 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.

1.03 SHOP DRAWINGS

- A. A maximum of two (2) submittals of each shop drawing will be reviewed by the Owner's Representative. 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 Owner's Representative in the review of the first two submittals, the Owner's Representative will review the submittal and the Contractor will be responsible for the cost of the review, as

determined by the Owner based on the Owner's Representative's documentation of time and rates for additional services established in the Owner's Representative Agreement between the Owner and the Owner's Representative.

- B. If resubmittals on shop and working drawings are required, the Owner's Representative will retain three (3) copies and three (3) copies will be returned to the Contractor. When resubmittals are returned to the Owner's Representative, six copies of the complete submittal shall again be required.
- C. 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.
- D. When so specified or if considered by the Owner's Representative to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop and working drawings.
- E. 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 Owner's Representative within thirty (30) calendar days prior to incorporation into the Work, unless otherwise permitted by the Owner or Owner's Representative. 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 Owner or Owner's Representative.
- F. 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.
- G. 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.
- H. All shop and working drawings shall be submitted to the Owner or Owner's Representative 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 provided by the Owner's Representative.

- I. 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 Owner or Owner's Representative, 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 Owner or Owner's Representative; other drawings shall be returned for correction.
- J. 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.
- K. The review of shop and working drawings by the Owner or Owner's Representative 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.
- L. The Contractor shall furnish additional copies of shop drawings or catalog cuts when so requested.
- M. The expected submittals/shop drawings to be submitted by the Contractor for review and approval include but are not limited to:
 - a) Construction Access, Materials & Storage Plan
 - b) Plant Schedule
 - c) Loam
 - d) Compost
 - e) Pre-Emergent Herbicide
 - f) Fertilizer
 - g) Seed
 - h) Pine Bark Mulch
 - i) Crushed Stone (Memorial Stone setting bed)

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. NOT USED

END OF SECTION

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SECTION 01600

MATERIALS AND EQUIPMENT

PART 1 GENERAL

1.01 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

1.02 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 condition 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 assure that products comply with requirements, that quantities are correct, and products are undamaged.

1.03 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.

1.04 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 persons qualified 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, and distribute copies to persons involved.
- G. Perform work in accordance with details of instructions and specified requirements.

1.05 EQUIPMENT

- A. Contractor shall utilize hand digging practices within existing tree drip lines or when tree roots are encountered when digging.
- B. Track or wheel machinery may be permitted on site but not without written permission from the Owner or Owner's Representative. Contractor shall submit information on the size and type of equipment anticipated to be used.

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. NOT USED

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

1.01 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.

1.02 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 had 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/workwomen, or professional cleaners, for final cleaning operations.

1.03 WARRANTIES

A. All plant material will warrantied in accordance with section 1.07 Warranty of 02950-3 of Landscape Plantings. All other work shall be warrantied for one year from substantial completion.

1.04 FINAL INSPECTION

- A. The Contractor shall submit written certification that:
 - 1. Project has been inspected for compliance with Contract Documents.
 - 2. Equipment and 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.

1.05 MAINTENANCE PERIOD

- A. Once the Garden Restoration has been accepted, the maintenance period will begin.

PART 2 PRODUCTS

- A. NOT USED

PART 3 EXECUTION

- A. NOT USED

END OF SECTION

SECTION 01800
GARDEN MAINTENANCE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The Work under this Item is related to the maintenance of the Ruth E Carpenter Memorial Garden. The Maintenance of the Garden shall be conducted in order to sustain the quality and health of the plants and to preserve the original design concept. The plants in the garden have been chosen for their form and shall not be removed or modified without approval from the Owner.
- B. The Maintenance Contract shall commence when the planting install has been accepted by the Owner or Owner's Representative and shall extend to June 1, 2025.

1.02 SCOPE

A. The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping Services to maintain the Memorial Garden. The limits of the Ruth E. Carpenter Memorial Garden shall be defined by a 3' offset beyond the outer limits of the existing hedge. Work to be performed comprises grounds keeping, horticultural maintenance, repairs to vandalism, and replacement of plant materials. Services to be rendered include but are not limited to:

- a. Submit a Maintenance Plan to be reviewed and approved by the Owner or Owner's Representative including dates for the following activities:
 - i. Conduct a Spring cleanup of all turf and planting bed areas, edge all planting beds, perform trimming of shrubs, planting beds and ground covers and apply mulch no later than April 15.
 - ii. Bi-weekly removal of litter and debris from lawn, all planting beds and existing hedge. Bi-weekly weeding of all planting beds. Cultivate beds as necessary for aeration. Weed ground cover areas and all mulch beds.
 - iii. Bi-annual evaluation and trimming of new and existing trees and shrubs by a licensed arborist.
 - iv. Conduct a Fall cleanup of all turf and planting bed areas, including removal of all leaf litter, debris and trimming and removal of dormant plant material. Fall cleanup shall be completed no earlier than October 31st and no later than November 31st.

- b. The Contractor shall be responsible to maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers, and lawn area as well as the plants installed as part of this Contract. As part of the maintenance, the contractor shall be responsible for replacing any plants deemed to be unhealthy by the Owner or Owner's Representative beyond the warranty period.
- c. Mowing of the lawn of the Memorial Garden shall be the responsibility of the Town.

1.02 SUBMITTALS

A. Contractor shall submit a Maintenance Plan which includes a detailed list of all anticipated maintenance tasks and a schedule for landscape maintenance items for review and approval by the Owner or Owner's Representative.

1.03 GENERAL

A. The Contractor shall:

- 1. Not post signs and/or advertising material anywhere in the Ruth E. Carpenter Memorial Garden or on the Monastery grounds without prior written approval from the Owner.
- 2. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- 3. Establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.
- 4. Perform all work in a professional skillful manner using quality equipment and materials.
- 5. The Town shall monitor all work performed, and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location. The Town reserves the right to add, delete, and or change Scope of Services of the contract, and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

PART 2 – PRODUCTS

A. NOT USED

PART 3 – EXECUTION

A. NOT USED

END OF SECTION

SECTION 02100
SITE PREPARATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for removal of vegetation and topsoil at the site.
- B. Site protection measures including fencing and signage.

1.02 DEFINITIONS

- A. Clearing: Removal of trash, vegetation, or organic matter alive or dead.
- B. Grubbing: Removal of vegetation including stumps, buried logs and roots.
- C. Scalping: Removal of grass turf to a depth of 3 inches.
- D. Stripping: Removal of top soil after scalping operation is complete.

1.03 QUALITY ASSURANCE

- A. Obtain Owner's Representative's approval of project limits prior to starting the clearing, grubbing, and stripping.

1.04 PROJECT/SITE CONDITIONS

- A. Site Protection
 - 1. Prior to the start of work, the Contractor shall install the construction fence to the limits shown on the Plans.
- B. Contractor shall clear and properly dispose of existing vegetation as shown on the Plans.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Chips from cleared trees and brush.

PART 3 EXECUTION

3.01 PROTECTION

- A. Do not cut or injure any trees or other vegetation outside the limits of disturbance, as indicated on the drawings.
- B. Contractor shall exercise caution within existing tree driplines as to not damage the roots of existing trees.
- C. Trees, shrubbery, or planting not shown on the Plans to be removed shall not be removed except with the written approval of the Owner or Owner's Representative.
- D. Preserve certain vegetation such as trees, shrubs, hedges and plants within the construction area, as indicated on the drawings to be protected.
- E. Work In Improved Property
 - 1. Protect all existing trees, hedge, lawns, shrubs, and plants that might be damaged by the Contractor's operations.
- F. Protection of work is of contractor obligation and shall include temporary fencing at pedestrian entrances to the garden as shown on plans as well as temporary signage indicating that project limits are closed during the length of construction.

3.02 CLEARING

A. Removal of Existing Plant Material

- 1. Contractor shall remove and properly dispose of existing plant material as noted on the Plans. Prior to removing any existing plant material, the limits and extent shall be reviewed with the Owner or Owner's Representative.
- 2. When removing existing plant material and weeds, Contractor shall take care to leave as much of the existing soil to remain as possible.

B. Tree Trimming

- 1. All tree trimming shall be conducted by a licensed arborist. Contractor shall conduct a site meeting with the Owner or Owner's Representative prior to any tree trimming.

2. Trim neatly, and cleanly so that the remaining tree will not be damaged and healing will be facilitated. No tree limbs larger than 1 inch in diameter shall be cut as part of the tree trimming operations.
3. Contractor shall properly dispose of all limbs and brush produced from the tree trimming operations.

3.03 STRIPPING

- A. Strip topsoil, loam and unsuitable earth from the ground surface in areas cleared and grubbed.
- B. Utilize topsoil and loam, where possible, for finished surfacing.
- C. All loam to remain on site.
- D. Dispose of unsuitable materials off site at authorized disposal location.

3.04 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. Dispose of cleared and grubbed materials off site at an authorized disposal location.
- B. Such disposal shall be carried on as promptly as possible after removal of material in the clearing and grubbing operations and shall not be left until the final period of cleaning up.

END OF SECTION

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SECTION 02115
TREE PROTECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes

1. Requirements for furnishing and placing standardized snow fencing or construction fencing for tree protection, at locations shown as indicated on the Plans or as directed by the Owner or Owner's Representative, all in accordance with these Specifications.

1.02 REFERENCES

- A. State of Rhode Island Department of Transportation (RIDOT) Standard Specifications, 2022 Edition with latest addenda.

1.03 SUBMITTALS

A. Shop Drawings

1. Provide Material Specifications and Manufacturer's Data Sheets.

1.04 QUALITY ASSURANCE

A. Field Samples

1. The attention of the Contractor is directed to the fact that all materials furnished by the Contractor to be incorporated into the Work shall be subject to the inspection of the Owner or Owner's Representative. The Owner or Owner's Representative shall be the sole judge as to the acceptability of proposed materials and said judgement shall be final, conclusive, and binding.

PART 2 PRODUCTS

2.01 MATERIALS

A. TREE PROTECTION

1. Shall be in accordance with the State of Rhode Island Department of Transportation (RIDOT) Standard Specifications, 2022 Edition with latest

addenda. Contractor shall be responsible for protecting the existing trees throughout construction. Tree protection shall be in accordance with Section L.11 of the State of Rhode Island Department of Transportation (RIDOT) Standard Specifications, 2004 Edition with latest addenda.

2. Shall be standardized snow fencing or construction fencing and standard steel posts a minimum of 6 feet in length.

PART 3 EXECUTION

3.01 INSTALLATION

A. Tree Protection

1. The Tree Protection shall be placed around the tree in a circumferential manner as indicated on the Plans. It securely erected and be vertically plumb. The Tree Protection shall not be secured to the tree in any manner. At no time shall restraining lines be secured to the tree or to surrounding vegetative growth. The Tree Protection shall be removed when all mechanical work within the project areas has been completed and approved. Removal of the fence shall be approved by the Owner or Owner's Representative.

END OF SECTION

SECTION 02650

WORK ADJACENT TO EXISTING UTILITIES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Coordination of improvements to avoid existing utilities to the greatest extent possible.
- B. Coordination with the impacted utility entity. Conform to these requirements for relocating existing utilities if there is unresolvable conflict with the proposed Work.

1.2 SUBMITTALS

- A. In accordance with Section 01300 submit utility relocation plans indicating limits and details of the relocation work.

1.3 PROJECT/SITE CONDITIONS

A. Existing conditions

- 1. The presence of utilities within the streets, roads and right of ways customarily indicate service lines connecting the buildings and structures along the route. Safeguard all utilities and their respective service connections from damage during the performance of the Work.
- 2. The presence of utility poles indicate overhead wires for electric, telephone and cable TV exist. Protect all overhead wires, including service lines, from damage caused by equipment used to perform the Work under this Contract.
- 3. Existing utilities, as indicated on the Drawings are from the best available information. The accuracy of such is not guaranteed.
- 4. Contractor shall notify Dig Safe in accordance with the State of Rhode Island requirements.

B. Support of Utilities

- 1. Support of existing utilities will be allowed when;
 - a. The location of the existing utility does not interfere with the excavation, excavation support, installation of piping, structures or appurtenances.
 - b. Support in place will not be detrimental to the utility itself.
 - c. Support of utility is in accordance with the requirements of the utility in question.

1.4 SCHEDULING

A. Coordination

- 1. Notification of "Dig Safe" in accordance with State of Rhode Island requirements.
- 2. Coordinate with local water authority to operate water valves as required.

PART 2 - PRODUCTS

- A. NOT USED

PART 3 - EXECUTION

- A. NOT USED

END OF SECTION

SECTION 02805

REMOVE AND RESET EXISTING MEMORIAL STONE

PART 1 – GENERAL

1.1 SUMMARY

- A. Work under this Section includes
 - 1. Removing, stockpiling, and resetting existing Memorial Stone as indicated on the Drawings and specified herein.

1.2 REFERENCES

- A. Materials and construction methods shall conform, insofar as applicable, to the requirements of the Standard Specifications of the Rhode Island Department of Transportation, together with all errata, addenda, additional revisions, and supplemental specifications.

1.3 SUBMITTALS

- A. In accordance with Section 01300 – Submittals.
- B. Crushed Stone Base – product data.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Crushed stone base: Aggregate shall be $\frac{3}{4}$ " crushed stone

PART 3 – EXECUTION

3.1 PROJECT CONDITIONS

- A. The Contractor shall verify all finish grades prior to start of work.

3.2 REMOVE & RESET STONE

- A. As part of the Site Preparation activities, Contractor shall remove the Memorial Stone and place it in a location where it can be protected from construction activities, theft and/or vandalism.

- B. Stone shall be firmly positioned and not placed on finished grade, but rather shall be embedded as to not have the bottom of the stone exposed when loamed and mulched and to ensure against overturning or shifting. Final placement shall be as directed by the Owner or Owner's Representative on site.
- C. Unless otherwise directed, the Contractor shall utilize nylon straps and slings to handle and set the stone. The surface of the Memorial stone may not be marred or otherwise damaged in any way.

END OF SECTION

SECTION 02930
LOAMING AND SEEDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for loaming, fertilizing, seeding, and related work in areas disturbed in the process of performing the Work under this contract.

1.02 SUBMITTALS

- A. In accordance with SECTION 01300 submit the following:
 - 1. Submit with seed, certificates confirming seed mixture, purity, germinating value, and crop year identification.
 - 2. Submit test samples of loam including pH, organic matter and sieve analysis.

1.03 DELIVERY, STORAGE AND HANDLING

- A. Fertilizer:
 - 1. Delivered mixed as specified in standard size, unopened containers showing weight, analysis, and name of manufacturer.
 - 2. Store in weather proof place.
- B. Seed:
 - 1. Delivered in original unopened containers with mixture listed.

PART 2 PRODUCTS

2.01 LOAM

- A. Fertile, natural topsoil, typical of locality, without admixture of subsoil, refuse or other foreign materials, and obtained from well-drained arable site. Mixture of sand, silt and clay particles in approximately equal proportions. Free of stumps, roots, heavy or stiff clay, stones large than 1 inch in diameter, lumps, coarse sand, noxious weeds, sticks, brush or other deleterious matter.
- B. Not less than 5 percent nor more than 20 percent organic matter as determined by loss on ignition of oven-dried samples.
- C. Loam test samples dried to constant weight at temperature of 230 degrees. F., plus or minus nine degrees.
- D. Use loam, having prior vegetative growth that did not contain toxic amounts of either acid or alkaline elements.

2.02 LIME, FERTILIZER AND SEED

- A. Ground agricultural limestone containing not less than 85 percent of total carbonates.
- B. Complete fertilizer, at least 50 percent of nitrogen derived from natural organic sources of ureaform and containing following percentages by weight:
Nitrogen 10% Phosphorus 10% Potash 10%
- C. Turf grass seed, clean, high in germinating value and latest year's crop mixture as follows:

Name	Minimum Proportion by Weight	Percent Purity	Percent Germination
Kentucky bluegrass	20%	87%	85%
Merion Kentucky bluegrass	20%	87%	85%
Red Chewings fescue	45%	98%	85%
Italian rye	15%	98%	90%

PART 3 EXECUTION

3.01 GENERAL

- A. Supply suitable quantities of water, hose and appurtenances.

3.02 LOAM

- A. Top-dress disturbed areas with loam to smooth with adjacent finish grade, fine grade, and compact prior to seeding.

3.03 LIME, FERTILIZER AND SEEDING

- A. Apply lime by mechanical means as directed by the Owner's Representative following receipt of soil testing.
- B. Apply fertilizer as directed by the Owner's Representative following receipt of soil testing.
- C. Remove weeds or replace loam and re-establish finish grades, if any delays in seeding lawn areas and weeds grow on surface or loam is washed out prior to sowing seed and without additional compensation. Sow seed at rate of 175 pounds per acre on calm day, by mechanical means. "Hydro-Seeding" not permitted unless otherwise permitted or required by Owner's Representative. Sow one-half of seed in one direction, and other half at right angles to original direction. Rake seed lightly into loam, to depth of not more than 1/4 inch and compact by means of an acceptable lawn roller weighing 100 to 150 pounds per linear foot of width.

- D. Prior to seeding, Contractor shall coordinate Installation with Town of Cumberland Department of Public Works to ensure access to water. Water lawn areas adequately at time of sowing and daily thereafter, initially with fine spray, and continue throughout maintenance and protection period.
- E. Seed during approximate time periods of April 1 to May 15 and August 15 to October 1, and only when weather and soil conditions are suitable for such work, unless otherwise permitted.

3.04 MAINTENANCE OF SEEDED AREAS

- A. Maintain lawn areas and other seed areas at maximum height of 2-1/2 inches by mowing at least three times. Weed thoroughly once and maintained until time of final acceptance. Reseed and re-fertilize with original mixtures, watering or whatever is necessary to establish over entire area of lawn and other seeded areas a close stand of grasses specified, and reasonably free of weeds and undesirable coarse native grasses.
- B. Begin maintenance immediately after each portion of lawn is seeded and continue for minimum of 45 days.
- C. Repair or replace all seeded areas which, in judgment of Owner or Owner's Representative, have not survived and grown in satisfactory manner, for a period of one year after acceptance.
- D. Seeding replacement, same seed mixture as specified and furnished and installed as specified.

END OF SECTION

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SECTION 02950
SOIL RESTORATION & LANDSCAPE PLANTINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. This section consists of providing all labor, equipment, materials, tools, and required professional services for conducting work within existing tree root zones. This work shall include but not be limited to the following:
 - 1. Utilizing hand digging in areas where proposed work is to be conducted within all existing tree driplines. Remove and break up of soils around existing trees to locate tree roots. Hand dig around existing trees and where existing roots are present. Hand dig to remove and break up soil around existing trees as to not damage the roots.
 - 2. In areas where existing tree roots are exposed at the surface, remove and break up soils around existing trees to facilitate application of blended soils.
 - 3. Pruning of existing trees.
 - 4. Removal of all rubbish, debris, and all materials to be disposed of as a result of the work in this section.
- A. This Work under this Item consists of soil amendment, furnishing and installing new plant material, watering, mulching, and maintenance as indicated on the Plans, in accordance with these Specifications and/or as directed by the Owner's Representative or Owner.

1.02 RELATED WORK:

- A. Section 02100 - Site Preparation

1.03 REFERENCES

ANSI Z-60.1 - Nursery Stock, latest edition (American Association of Nurserymen, Inc.).

SPN: "Standardized Plant Names," latest edition, by the American Joint Committee on Horticultural Nomenclature.

AOAC: Association of Official Agricultural Chemist."

Pruning Standards: ANSI A300 Practices for Trees, Shrubs & Other Woody Plant
Maintenance: Secretariat, National Arborist Association, P. O. Box 1094 Amherst, MA.

1.04 QUALITY ASSURANCE

- A. The Contractor shall have five years continuous experience and expertise in management, handling and installation of ornamental plant material in large scale landscape construction projects. Site foreman shall have at least five years' experience and shall be on-site during all times of transplanting and plant installation.
- B. The Contractor shall be responsible to coordinate with plant material suppliers in sufficient time to ensure that all of the plants as specified in the contract plant list are available in sufficient quantity for installation.
- C. At least one plant of each variety is to be tagged with a waterproof tag bearing legible designation of botanical and common names, and all other standard products shall be delivered sealed and unbroken.
- D. Do not make substitutions without written approval. If specified landscape material is not available, obtain approval for substitution from the Owner's Representative or Owner.
- E. The Owner's Representative or Owner reserves the right to inspect all plant materials for compliance with specifications, and to reject unsatisfactory or defective work at any time during progress of work.

1.05 SUBMITTALS

- A. Certifications and/or labels of proposed plant materials or substitutions, listing common and scientific names of each.
- B. Compost – Certified clean analysis and source of off-site compost used to amend the existing soil. Certification shall list soil additives, rates, and type.
- C. Pre-Emergent Weed Control – Certifications and/or labels of proposed Pre-Emergent Weed Control including anticipated application rates and schedule of application.
- D. D. Fertilizer – Certifications and/or labels of proposed Fertilizer including anticipated application rates and schedule of application.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Protect all products from weather or other damaging or deteriorating conditions.
- B. Plants which have been damaged or have deteriorated in transit or storage are not acceptable.

- C. Keep plants moist, fresh, and protected against exposure to sun, wind, and freezing temperatures whether in the receiving yard, in transit, while being handled, or at the job site awaiting planting.
- D. Deliver shrubs, perennials, and groundcover after preparations for planting have been completed and plant immediately.
- E. Planting Dates: The Landscape Contractor should provide a proposed planting schedule. Schedule dates for landscape work during normal seasons for such work. Once accepted, revise dates only as approved in writing, after documentation of reasons for delays.

Planting Window:

Spring – April 30 to June 30

Fall - August 15 to October 15

- F. Those species known to be fall digging hazards shall be dug during the spring season only. Fall planting of these species shall be permitted only with certification, from the nursery, of the time of digging and at the discretion of the Owner's Representative or Owner.
- G. Correlate planting schedule with specified maintenance periods to provide maintenance to date of acceptance.
- H. Protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.07 SPECIAL CONDITIONS

- A. Should discrepancies exist between plant quantities or plant sizes as shown in the Planting Schedule and on the Planting Plan, quantities and sizes shown on the Planting Plan shall govern. Contractor shall install all plants as shown on the plan at no additional cost to the Owner.

1.08 WARRANTY

- A. Provide a warranty for plant material for a minimum of one year including one continuous growing season.
- B. Warranty: Include coverage of plants from death or unhealthy conditions.
- C. Replacements: Plants of same size and species as specified, planted as soon as possible in the next growing season, with a new warranty and an extended maintenance service commencing on date of replacement.

1.09 MAINTENANCE

A. Maintenance of all plant material to be performed by installer includes:

1. Watering, weeding, cultivating and mulching of plant materials
2. Replacing of dead plant material
3. Resetting plants to proper grades, or to upright position

1.10 TREE DAMAGE PENALTIES:

- A. The condition of the trees and damage to trees on the property will be assessed at the start of construction and throughout the process of construction.
- B. If at any time during the operation, damage to the trunk or root bark is noticed, the operator shall move the excavation/Air-Spade tool further from the root; or stop the operation. Bark damage is not acceptable.
- C. Trees or roots visibly abraded, split, torn left exposed or otherwise damaged will cause the Owner to withhold from the contractor an assessed amount.
- D. If any trees or shrubs designated to be saved are damaged and replacement is required, replacement material shall be furnished, and planted by the contractor at no additional expense to the Owner.

1.11 QUALITY ASSURANCE:

- A. Work of this section shall be completed by a professional Arborist licensed in the State of Rhode Island with a minimum five years of experience.
- B. Arborist shall have the following minimum qualifications:
 1. Certification by:
 - a. TCIA -- Tree Care Industry Association, Inc. accredited company
 - b. ISA -- International Society of Arborists
 2. Meet state requirements for insurance.

1.12 PRE-CONSTRUCTION CONFERENCE:

- A. Pre-Construction Conference: Prior to implementing soil excavation and restoration measures, the Contractor shall conduct a meeting with the Owner or the Owner's Representative and the Contractor's certified arborist to verify and review the following:
 1. Existing Planting Beds and anticipated plant removal, soil excavation and soil restoration efforts.
 2. Project requirements for tree protection measures, tree pruning of individual trees, as set out in Contract Documents.

PART 2 – PRODUCTS

2.01 ANTIDESSICANT

- A. Anti-desiccant shall be an emulsion which permits transpiration while retarding excessive loss of moisture from plants.
- B. Deliver in manufacturer's fully identified containers and mix according to manufacturer's direction. Use "Wiltproof" or approved equal.

2.02 FERTILIZER:

- A. Complete fertilizer in granular form, from commercial sources bearing manufacturer's analysis; 10-10-10 ratio of N-P-K.
- B. Significant quantities of trace elements such as iron, boron, etc. shall be contained in the fertilizer.
- C. Fifty percent (50%) of available nitrogen shall be in a slow release form as found in certain urea form products or natural organic forms or a combination of both.
- D. Salt index shall not exceed 35.

2.03 PRE-EMERGENT WEED CONTROL:

- A. Pre-Emergent weed control for application in mulch areas shall be granular and have the active ingredient "Trifluralin 5.0%". All application rates and product use shall be in accordance with manufactures guidelines.

2.04 COMPOST

- A. Compost shall be a material that is a well decomposed, stable, weed free, organic matter source derived from agricultural, food, and/or yard trimmings. Ensure that the product does not contain any substances toxic to plants and is reasonably free (less than one percent by dry weight) of man-made foreign matter. Ensure that the compost has no objectionable odors and does not resemble the raw material from which it was derived. Ensure that the compost has a pH between 5.5 pH and 8.0 pH and a moisture content between 35 percent and 55 percent. Ensure that the particle size passes through a 1-in screen or smaller and that it is stable to highly stable, passes growth screening, and has a soluble salt concentration at 2.5 d s/m or less for soil blend. Use compost that meets USEPA Part 503 exceptional quality concentration limits for trace elements/ heavy metal.

2.05 PINE BARK MULCH:

- A. Pine Bark Mulch shall be derived from evergreen tree bark aged to a minimum of six months and no more than eighteen months. The bark shall be shredded so that the resulting pieces are no more than 1/2 inch thick and no longer than 3 inches. The mulch shall be ninety-eight percent (98%) organic matter with a pH of 3.5 to 4.5. The mulch shall be free of stringy material and shall not contain an excess of fine particles. The mulch shall be brown in color, free of leaves, twigs, sod, weeds, shavings and other foreign materials which are injurious to health plant growth.

2.06 WATER:

- A. Contractor shall coordinate access to water with the Owner or Owner's Representative prior to planting installation.
- B. Clean, fresh potable water free from injurious chemicals and other toxic substances harmful to plant life. No brackish water will be permitted.
- C. The Owner's Representative or Owner may reject any water delivered to the site which, after on-site, post-delivery testing, does not meet these specifications.

2.07 PLANT MATERIALS:

- A. Plant materials shall conform in size, grade and quality to the "American Association of Nurserymen Standards for Nursery Stock." As approved by the United States of America standards institute, in effect at the time of bidding.
- B. Plants of other kinds than those named in the Plant Schedule on the Drawings shall not be accepted without written approval of the Owner's Representative or Owner.
- C. Unless otherwise approved by Owner's Representative or Owner, all plants shall be nursery-grown in accordance with good horticultural practices and shall have been grown under climatic conditions similar to those in the locality of the project for at least two years. They shall have been transplanted or root pruned at least nine months previous to moving to the site.
- D. Plants shall be dug, handled, and transported so as to prevent damage of any sort including but not limited to breakage of branches or limbs, scraped or bruised trunk or broken root ball. Plants shall be protected from desiccation during digging, storage, and transportation by watering, covering and application of anti-desiccants as necessary to ensure their continued health and viability.

- E. All plant material shall comply with the state and federal law with respect to inspection for plant disease and insect infestation.
- F. Replacement plants larger in size than existing may be used if approved by the Owner's Representative or Owner provided use of larger plants does not increase Contract price.
- G. If use of larger plants is approved, increase ball of earth of spread of roots in proportion to size of plant.

PART 3 - EXECUTION

3.01 PLANTING BED AMENDMENTS

1. Plant Removal and/or Soil Amendment Operations shall not begin until after the Pre-Construction Conference.
2. Once the planting beds have been weeded and the existing plant material has been removed, utilize a rake to remove the top layer of mulch. Dispose of the mulch properly.
3. Cultivate the soil using a digging fork or spade to loosen the top layer of soil.
4. Apply a pre-emergent herbicide over the top layer of soil per the manufacturer's recommended application rate.
5. Once the existing soil has been loosened, top-dress all planting beds with compost to a depth of 3 – 4 inches. Incorporate the materials into the top 8 to 12 inches of soil with a digging fork or spade. Mechanical measures may be used as long as they are outside of the driplines of existing trees.
6. Once the soil amendments have been added, utilize an iron rake to grade the planting beds. The finish grade of the planting bed shall be at the same level as the adjacent lawn area and no greater than 3" higher at the center of the planting bed.
7. Pre-Emergent Weed Control: Apply a pre-emergent herbicide to the planting beds per the manufacturer's recommended rate.

3.02 PLANTING OPERATIONS

- A. Layout: Determine location of underground utilities and layout plants so as to avoid possible damage to such structures. Plant locations shown graphically and/or verbally, shall be staked by contractor and approved by the Owner's Representative or Owner prior to excavation. Should discrepancies exist between plant quantities in Planting Schedule and Planting Plan, quantities shown on the Planting Plan shall govern. Adjustments in locations and outline shall be made as directed in field. Labor, equipment, and new smooth stakes are to be furnished by the Contractor for this purpose.

- B. Excavation: Planting locations shall conform to the approved staked locations and outlines. Holes dug for plantings shall in all cases be large enough to include the complete root system of the plant (tree, shrub, perennial, and groundcover) to be received and also sufficient amounts of approved backfill around the periphery of the root ball. All sod, weeds, roots, cobbles, and stones and other objectionable materials excavated from the plant holes, which is unsuitable for backfill shall be removed from the site immediately and legally disposed of.
- C. Plant Hole Size: The minimum plant hole size, unless otherwise specified, shown on the plans or directed by the Owner's Representative or Owner shall be as follows:
 - 1. Trees and Shrubs - The planting hole shall be twice the diameter of the root ball in width and no deeper than 2 inches less than the distance from the bottom of the root ball to the root collar (i.e. a 12 inch tall ball will require a 10 inch deep hole). Any excavation in excess of that required shall be replaced and compacted to eighty-five percent (85%) of maximum density.
 - 2. Groundcover and Perennials - The planting hole shall be twice the diameter of the root ball in width and equal to the depth from the bottom of the root ball to the level at which it was grown in the nursery. Any excavation in excess of that required shall be replaced and compacted to eighty-five percent (85%) of maximum density.
- D. Any rocks or underground obstructions shall be removed to a depth necessary for planting as specified, unless alternate locations for the planting are approved by the Owner's Representative. If removal of obstructions results in a deeper hole than specified for planting, backfill material shall be added and compacted to eighty-five percent (85%) of maximum density to the correct depth.
- E. Backfill Mix: Add loam to suitable soil excavated from the planting hole to create mix for planting pits. Backfill mix shall be at least thirty-three percent (33%) loam.

3.04 SETTING PLANTS

- A. Plants shall be handled in such a manner that the soil of the root ball will not be loosened from the roots. Carefully place plant into the prepared hole. Set plants plumb and fill in around the root ball to one-half the depth of the hole with backfill mix. Thoroughly tamp the backfill mix to eighty-five percent (85%) of maximum density.
- B. Fill remaining area of planting hole with water. Once the water has completely drained loosen burlap and peel down at least the top one-third. If required wire baskets to be cut off and removed. Roots that have been wrapped around the ball within the burlap shall be made to lay in as natural a manner as possible. Cut broken or frayed roots cleanly.

- C. Fill remaining area of hole with backfill mix and thoroughly tamp to eighty-five percent (85%) of maximum density. Form a saucer around the edge of through backfill hole by constructing a berm. The finish height of the compacted berm shall be 4 inches higher than the surrounding grade. No excess soil shall be allowed to remain within the plant saucer. Fill saucer with water.

3.05 PRUNING OF EXISTING PLANT MATERIAL

- A. Contractor shall be responsible for pruning existing trees as specified on the plans. Pruning shall be conducted by a Licensed Arborist in the State of Rhode Island. Prior to pruning any existing trees or shrubs, the Landscape Contractor shall consult with the Owner or Owner's Representative.
- B. Prior to pruning operations, the Contractor shall coordinate an on-site meeting with the arborist performing the Work and the Owner or Owner's Representative to review the anticipated pruning operations.
- C. Prune only dead, broken, or deformed branches and in such manner as to preserve natural character of plant.
- D. Perform all pruning with sharp tools, with cuts flush and clean. Do not apply paint or asphalt emulsion tree wound compound on cut area.
- E. There shall be no abrasion of bark, nor fresh cuts of limbs over ½ inch.

3.06 WATERING

- A. The plants shall be watered immediately following planting.
- B. Soak the plants thoroughly again within a twenty-four hour period after the initial planting.
- C. Additional watering shall be made at least once every three weeks, or as directed by the Owner's Representative based on weather conditions, until final acceptance of the plant material.

3.07 FERTILIZING

- A. During backfill operations, place fertilizer in upper foot of back fill around perimeters at a rate of two ounces per foot of diameter of plant pit, or as recommended by manufacturer.

3.08 EDGING BEDS

- A. Bed edging shall occur only after planting operations have been completed. Edge beds with a sharp trowel per the detail shown in the Planting Details.

3.09 MULCHING PLANTS

- A. Application of mulch should only occur after planting operations have been completed, planting beds have been edged and initial watering has taken place. Mulch shall be applied no later than forty-eight hours after planting.
- B. Prior to the placement of mulch, the contractor shall apply a pre-emergent weed control with the entire area to be mulched. Pre-emergent weed control shall be applied by a commercial applicator, licensed by the State of Rhode Island at a rate in accordance with the manufacturer's instructions.
- C. Mulch shall be applied a minimum of 2 inches in depth for all individual trees and planting beds, as indicated graphically or verbally on the drawings.
- D. Where mulch abuts seeded lawn areas or other finish grade materials, edge of planting bed shall be cut smooth and cleanly. Mulch shall be placed carefully so as not to spill into adjacent areas. Any excess or spilled mulch shall be promptly removed from the project area. The cost of the mulch is incidental to new plantings.

3.10 ANTIDESSICANT SPRAYING

- A. Spray anti-desiccants as directed by the manufacturer's recommendations if so directed by the Owner's Representative or Owner.

3.11 TAGS AND LABELS

- A. Leave all tree tag and label seals unbroken and visible on plant material until final inspection. Remove all seals immediately after final inspection.

3.12 MAINTENANCE

- A. Contractor is responsible for protection and maintenance of all work prior to final acceptance. No plants will be accepted unless they show a healthy growth and satisfactory condition.
- B. Maintenance work for all plantings shall be as listed in Section 1.08.\

3.13 PLANT REPLACEMENT GUARANTEE

- A. Guarantee that, upon completion and final acceptance tree, shrub, groundcover, and perennial planting conforms to requirements of contract documents and that all plants except transplant materials are healthy and will remain so for a period of one year. Such period shall commence with date of final acceptance.
- B. At any time within period of guarantee, Contractor shall replace any planting which for any reason, other than vandalism, has died or is in a dying condition, or which has failed to flourish in such a manner or to such a degree that its usefulness or appearance has been impaired.
- C. The Owner will not maintain plantings until after guarantee period. Contractor shall not have any claim that materials have failed to flourish as a result of Owner's Representative's maintenance operations, or lack of maintenance, and shall abide by terms stated herein for guarantee and replacement of plant materials.
- D. Decision of Owner's Representative or Owner as to necessity to replace any plant materials or repair any defects on workmanship, or cause of any destruction or loss, impairment, or failure to flourish, shall be conclusive and binding upon Contractor. Replacements shall be of same species and size as specified on Plant List. All plant replacements shall be inspected, sealed, furnished, planted, and mulched as specified herein at Contractor's expense.
- E. "Vandalism," is intended to mean any acts, whether intentional or accidental, by other persons occurring following final acceptance, which clearly result in breakage or other damage to individual plants or plant beds, and which may reasonable be considered to be beyond Contractor's reasonable control, as determined by the Owner's Representative or Owner.

3.14 DISPOSAL OF MATERIALS

- A. Excess soil removed during soil amendment and/or planting operations shall be collected and moved off-site or disposed of on-site if it not visually apparent.
- B. Material resulting from the soil excavation work and not scheduled to be salvaged or is unsuitable for reuse on the project, shall become the property of the contractor and shall be legally disposed of off-site.
- C. Debris, rubbish, and other material shall be disposed of promptly and shall not be left until final cleanup of site.

3.15 TRIM EXISTING PERIMETER HEDGE

- A. Existing perimeter hedge, as identified in the plans, shall be trimmed by a licensed arborist per the direction of the Owner or Owner's Representative.
- B. Prior to trimming the existing hedges, the Contractor shall coordinate an on-site meeting with the arborist performing the Work and the Owner or Owner's Representative to review the anticipated pruning operations.
- C. The existing perimeter hedge shall not be trimmed until following the Pre-Construction Conference, during which the licensed arborist should be present.

END OF SECTION

TOWN OF CUMBERLAND, RHODE ISLAND

RUTH E. CARPENTER MEMORIAL GARDEN

AT THE MONASTERY

JULY 2023



TOWN OF CUMBERLAND, RI

MAYOR
JEFFREY J. MUTTER



 PROJECT LOCATION

LOCATION MAP
1" = 50' - 0"

<u>PLAN INDEX</u>	
<u>SHEET NO.</u>	<u>DESCRIPTION</u>
1	COVER SHEET
2	EXISTING CONDITIONS PLAN
3	SITE PREPARATION PLAN
4	GARDEN RESTORATION PLAN
5	GARDEN RESTORATION SCHEDULE
6	PLANTING DETAILS

PREPARED BY:



www.BETA-Inc.com

ISSUE DATE: JULY 25, 2023

REGISTERED PROFESSIONAL

DATE

7/25/2023 12:24 PM G:\PLANNING LANDSCAPE\100005\10821 - CUMBERLAND, RI - RUTH CARPENTER MEMORIAL GARDEN\AUTOCAD FILES\PLAN SET\10821 EXISTING CONDITIONS.DWG (BETA STB BW STB)

EXISTING TREE LEGEND

ID	LATIN NAME	COMMON NAME
T1	Oxydendron arboreum	Sourwood
T2	Malus Prairefire	Prairefire Crabapple
T3	Cornus Kousa	White Flowering Dogwood
T4	Cornus Florida	Pink Flowering Dogwood
T5	Acer palmatum	Japanese Maple



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REGISTERED PROFESSIONAL



SUBCONSULTANT

PROJECT

Ruth E. Carpenter
Memorial Garden
at The Monastery

Cumberland, RI

TITLE

EXISTING
CONDITIONS PLAN

NO.	REVISIONS	DATE
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DRAWN BY:	DH
DESIGNED BY:	AP
CHECKED BY:	RC
ISSUE DATE:	7/25/2023
BETA JOB NO.:	10821

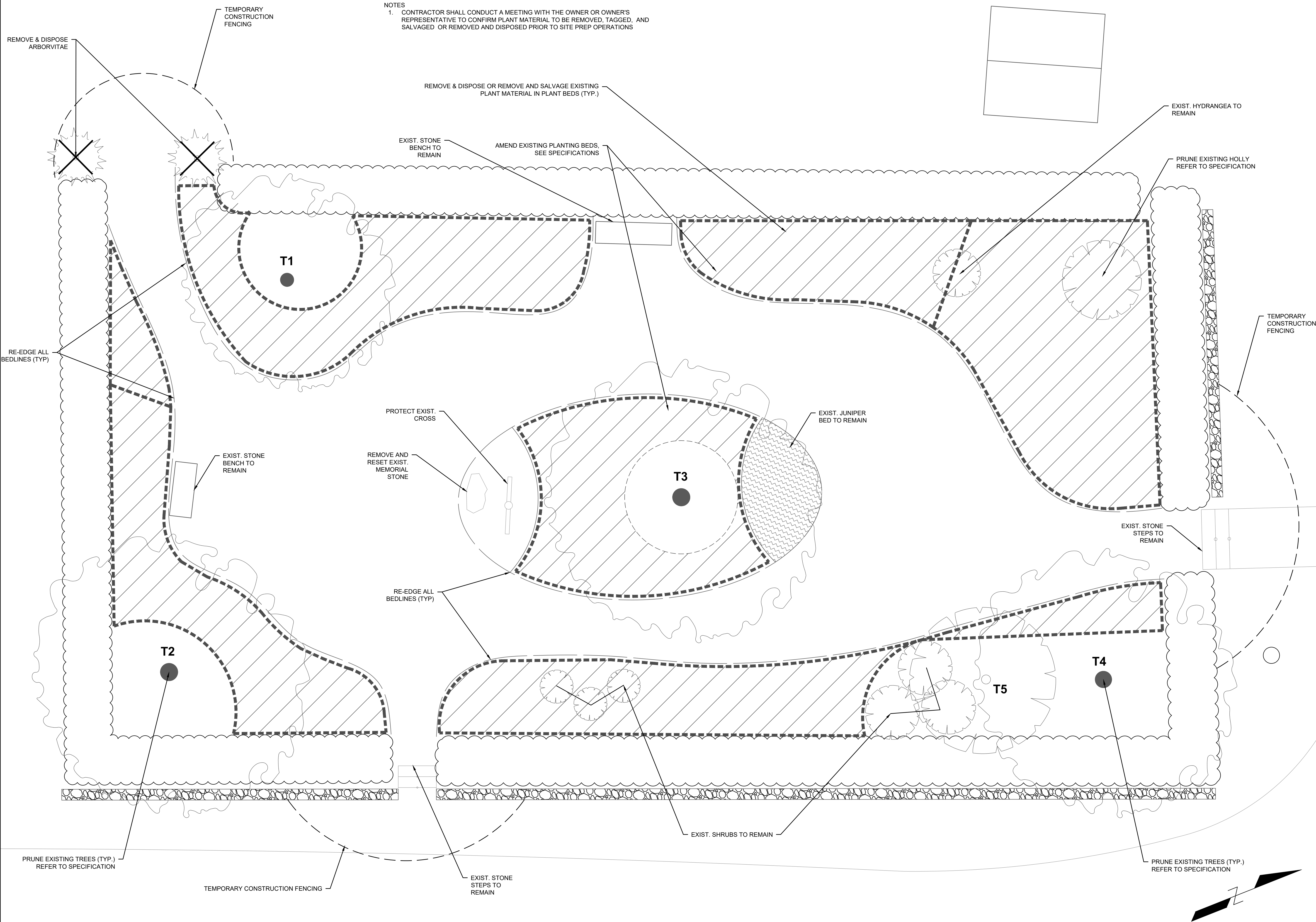
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SHEET NO.

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NOTES
1. CONTRACTOR SHALL CONDUCT A MEETING WITH THE OWNER OR OWNER'S REPRESENTATIVE TO CONFIRM PLANT MATERIAL TO BE REMOVED, TAGGED, AND SALVAGED OR REMOVED AND DISPOSED PRIOR TO SITE PREP OPERATIONS

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SUBCONSULTANT

PROJECT

**Ruth E. Carpenter
Memorial Garden
at The Monastery**

Cumberland, RI

TITLE

**SITE
PREPARATION PLAN**

NO.	REVISIONS	DATE
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DRAWN BY: DH

DESIGNED BY: AP

CHECKED BY: RC

ISSUE DATE: 7/25/2023

BETA JOB NO.: 10821

SCALE



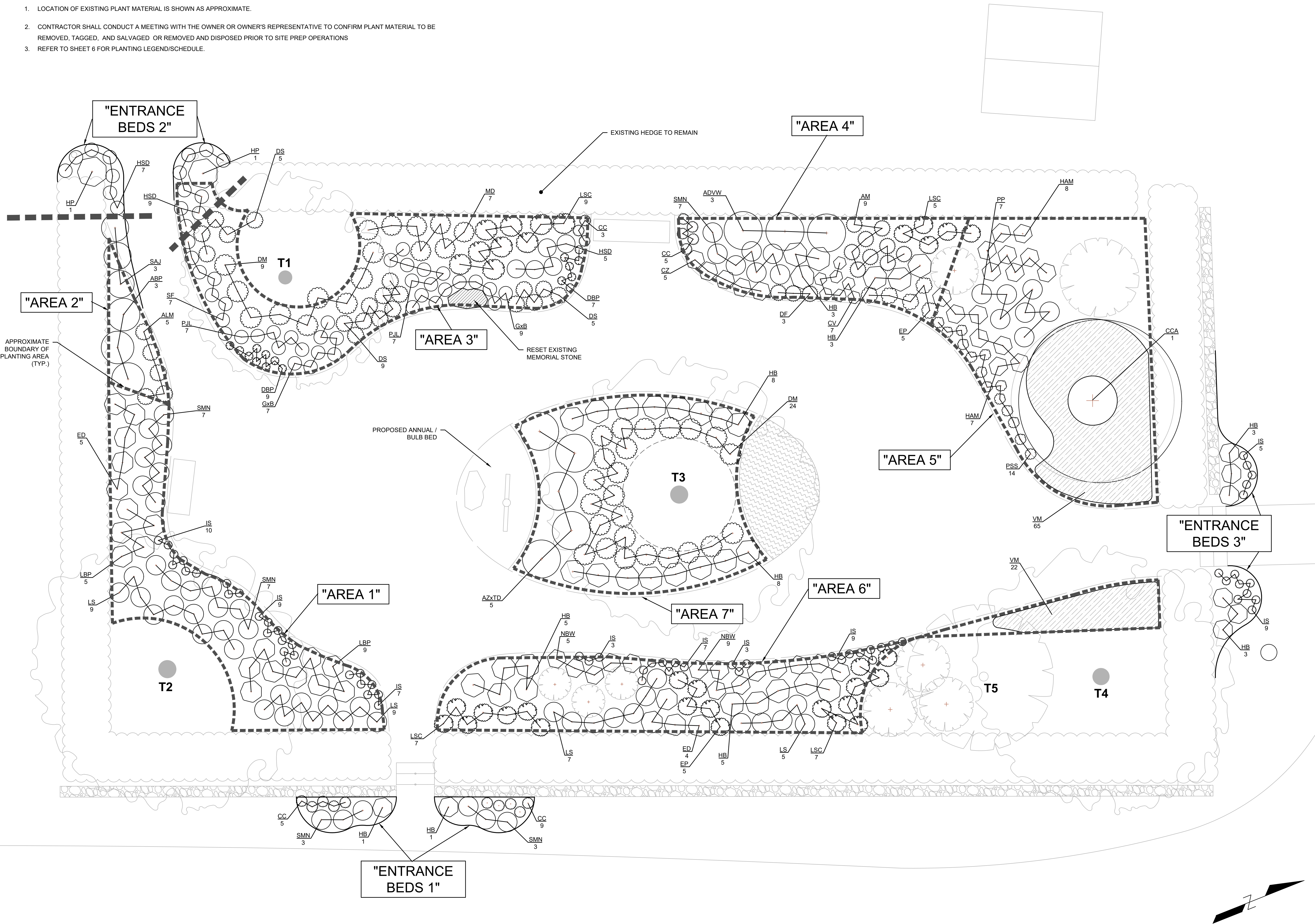
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SHEET NO.

3

7/25/2023 11:05 AM G:\PLANNING LANDSCAPE\10000510821 - CUMBERLAND, RI - RUTH CARPENTER MEMORIAL GARDEN\AUTOCAD FILES\PLAN SET\10821_PLANTING PLAN_3-14-23_UPDATE.DWG (BETA STD BW.CTB)

- NOTES:
1. LOCATION OF EXISTING PLANT MATERIAL IS SHOWN AS APPROXIMATE.
 2. CONTRACTOR SHALL CONDUCT A MEETING WITH THE OWNER OR OWNER'S REPRESENTATIVE TO CONFIRM PLANT MATERIAL TO BE REMOVED, TAGGED, AND SALVAGED OR REMOVED AND DISPOSED PRIOR TO SITE PREP OPERATIONS
 3. REFER TO SHEET 6 FOR PLANTING LEGEND/SCHEDULE.



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REGISTERED PROFESSIONAL



SUBCONSULTANT

PROJECT

Ruth E. Carpenter
Memorial Garden
at The Monastery

Cumberland, RI

TITLE

GARDEN
RESTORATION
PLAN

NO.	REVISIONS	DATE
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DRAWN BY:	DH
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DESIGNED BY:	AP
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CHECKED BY:	RC
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ISSUE DATE:	7/25/2023
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BETA JOB NO.:	10821
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SCALE

SCALE IN FEET: 1"=4'

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SHEET NO.

PLANT LIST AREA 1						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
PERENNIALS						
	5	ED	EUPATORIUM DUBIUM 'LITTLE JOE'	'LITTLE JOE' JOE-PYE WEED	1 GAL	CONTAINER
	26	IS	IRIS SIBIRICA 'CAESER'S BROTHER'	VIOLET IRIS	1 GAL	CONTAINER
	14	LBP	LAVANDULA 'HIDCOTE'	HIDCOTE LAVENDER	1 GAL	CONTAINER
	18	LS	LIATRIS SPICATA 'KOBOLD'	GAYFEATHER	1 GAL	CONTAINER
	14	SMN	SALVIA 'MAY NIGHT'	VIOLET BLUE MEADOW SAGE	1 GAL	CONTAINER

PLANT LIST AREA 2						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
SHRUBS						
	3	ABP	AZALEA 'BLAAUW'S PINK'	PINK EVERGREEN AZALEA	18" - 24"	CONTAINER
PERENNIALS						
	5	ALM	ACHILLEA x 'LITTLE MOONSHINE'	BRIGHT YELLOW YARROW	1 GAL	CONTAINER
	3	SAJ	SEDUM 'AUTUMN JOY'	UPRIGHT STONECROP	1 GAL	CONTAINER

PLANT LIST AREA 3						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
PERENNIALS						
	7	MD	MONARDA DIDYMA 'MARSHALL'S DELIGHT'	VIOLET BEE BALM	1 GAL	CONTAINER
	3	CC	CENTAUREA CYANUS	BACHELOR'S BUTTON		
	16	GxB	GERANIUM x 'BIOKOVA'	WHITE FLUSH PINK GERANIUM	1 GAL	CONTAINER
	5	HSD	HEMEROCALLIS 'STELLA DE ORO'	GOLDEN DAYLILY	1 GAL	CONTAINER
	16	DBP	DIANTHUS 'BATH'S PINK'	PINK DIANTHUS	1 GAL	CONTAINER
	19	DS	DICENTRA SPECTABILIS	PINK BLEEDING HEART	1 GAL	CONTAINER
	9	DM	DRYOPTERIS MARGINALIS	MARGINAL WOOD FERN	1 GAL	CONTAINER
	14	PJL	POLEMONIUM JACOB'S LADDER 'PURPLE RAIN'	VIOLET JACOB'S LADDER	1 GAL	CONTAINER
	7	SF	SCABIOSA 'FLUTTER DEEP BLUE'	LAVENDER BLUE PINCUSHION FLOWER	1 GAL	CONTAINER
	9	LSC	LEUCANTHEMUM 'BECKY'	SHASTA DAISY	1 GAL	CONTAINER

PLANT LIST AREA 4						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
SHRUBS						
	3	ADVW	AZALEA 'DELAWARE VALLEY WHITE'	DELAWAREVALLEY WHITE	18" - 24"	CONTAINER
PERENNIALS						
	9	AM	ALCHEMILLA MOLLIS	LADY'S MANTLE CHARTREUSE	1 GAL	CONTAINER
	5	CC	CENTAUREA CYANUS	BACHELOR'S BUTTON		
	7	CV	CHRYSOGNUM VIRGINIANUM 'ALLEN BUSH'	GOLDEN KNEE	1 GAL	CONTAINER
	5	CZ	COREOPSIS 'ZAGREB'	THREADLEAF COREOPSIS	1 GAL	CONTAINER
	5	EP	ECHINACEA PURPUREA	LIGHT PURPLE CONEFLOWER	2 GAL	CONTAINER
	6	HB	HOSTA 'BLUE CADET'	BLUE CADET HOSTA	1 GAL	CONTAINER
	7	SMN	SALVIA 'MAY NIGHT'	VIOLET BLUE MEADOW SAGE	1 GAL	CONTAINER
	5	LSC	LEUCANTHEMUM 'SNOW CAP'	SHASTA DAISY WHITE, SINGLE	1 GAL	CONTAINER

PLANT LIST AREA 5						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
TREES	1	CCA	CERCIS CANADENSIS 'ALBA'	WHITE REDBUD	2" - 2.5" CAL	B&B
PERENNIALS						
	16	HAM	HEUCHERA 'AMETHYST MIST'	CREAM CORAL BELLS	1 GAL	CONTAINER
	7	PP	PHLOX PANICULATA 'DAVID'	GARDEN PHLOX	1 GAL	CONTAINER
	14	PSS	PHLOX SUBULATA 'SNOWFLAKE'	WHITE MOSS PLOX	1 GAL	CONTAINER
	65	VM	VINCA MINOR	PERIWINKLE	PLUG	2.5' SPACING

PLANT LIST AREA 6						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
PERENNIALS						
	5	EP	ECHINACEA PURPUREA	LIGHT PURPLE CONEFLOWER	1 GAL	CONTAINER
	4	ED	EUPATORIUM DUBIUM 'LITTLE JOE'	'LITTLE JOE' JOE-PYE WEED	1 GAL	CONTAINER
	5	HB	HOSTA 'BLUE CADET'	BLUE CADET HOSTA	1 GAL	CONTAINER
	21	IS	IRIS SIBIRICA 'CAESER'S BROTHER'	VIOLET IRIS	1 GAL	CONTAINER
	14	NBW	NEPETA x 'BLUE WONDER'	LAVENDER BLUE CATMINT	1 GAL	CONTAINER
	14	LSC	LEUCANTHEMUM 'BECKY'	SHASTA DAISY	1 GAL	CONTAINER
	12	LS	LIATRIS SPICATA 'KOBOLD'	GAYFEATHER	1 GAL	CONTAINER
	22	VM	VINCA MINOR	PERIWINKLE	PLUG	2.5' SPACING

PLANT LIST AREA 7						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
SHRUBS						
	5	AZxTD	AZALEA x 'TANGELO DELIGHT'	TANGELO DELIGHT AZALEA	18" - 24"	CONTAINER
PERENNIALS						
	16	HB	HOSTA 'BLUE CADET'	BLUE CADET HOSTA	1 GAL	CONTAINER
	24	DM	DRYOPTERIS MARGINALIS	MARGINAL WOOD FERN	1 GAL	CONTAINER

ENTRANCE BEDS 1						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
PERENNIALS						
	10	CC	CENTAUREA CYANUS	BACHELOR'S BUTTON	1 GAL.	CONTAINER
	2	HB	HOSTA 'BLUE CADET'	BLUE CADET HOSTA	1 GAL.	CONTAINER
	6	SMN	SALVIA 'MAY NIGHT'	VIOLET BLUE MEADOW SAGE	1 GAL.	CONTAINER

ENTRANCE BEDS 2						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
SHRUBS						
	2	HP	HYDRANGEA PANICULATA LIMELIGHT	LIMELIGHT PANICLE HYDRANGEA	24" - 30"	CONTAINER
PERENNIALS						
	16	HSD	HEMEROCALLIS 'STELLA DE ORO'	GOLDEN DAYLILY	1 GAL	CONTAINER

ENTRANCE BEDS 3						
	QTY	KEY	BOTANICAL	COMMON	SIZE	REMARKS
PERENNIALS						
	6	HB	HOSTA 'BLUE CADET'	BLUE CADET HOSTA	1 GAL	CONTAINER
	14	IS	IRIS SIBIRICA 'CAESER'S BROTHER'	VIOLET IRIS	1 GAL	CONTAINER

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REGISTERED PROFESSIONAL



SUBCONSULTANT

PROJECT

Ruth E. Carpenter Memorial Garden at The Monastery

Cumberland, R

TITLE

GARDEN RESTORATION SCHEDULE

NO.	REVISIONS	DATE

DRAWN BY: DH

DESIGNED BY: AP

CHECKED BY: RC

ISSUE DATE: 7/25/2023

BETA JOB NO.: 1082

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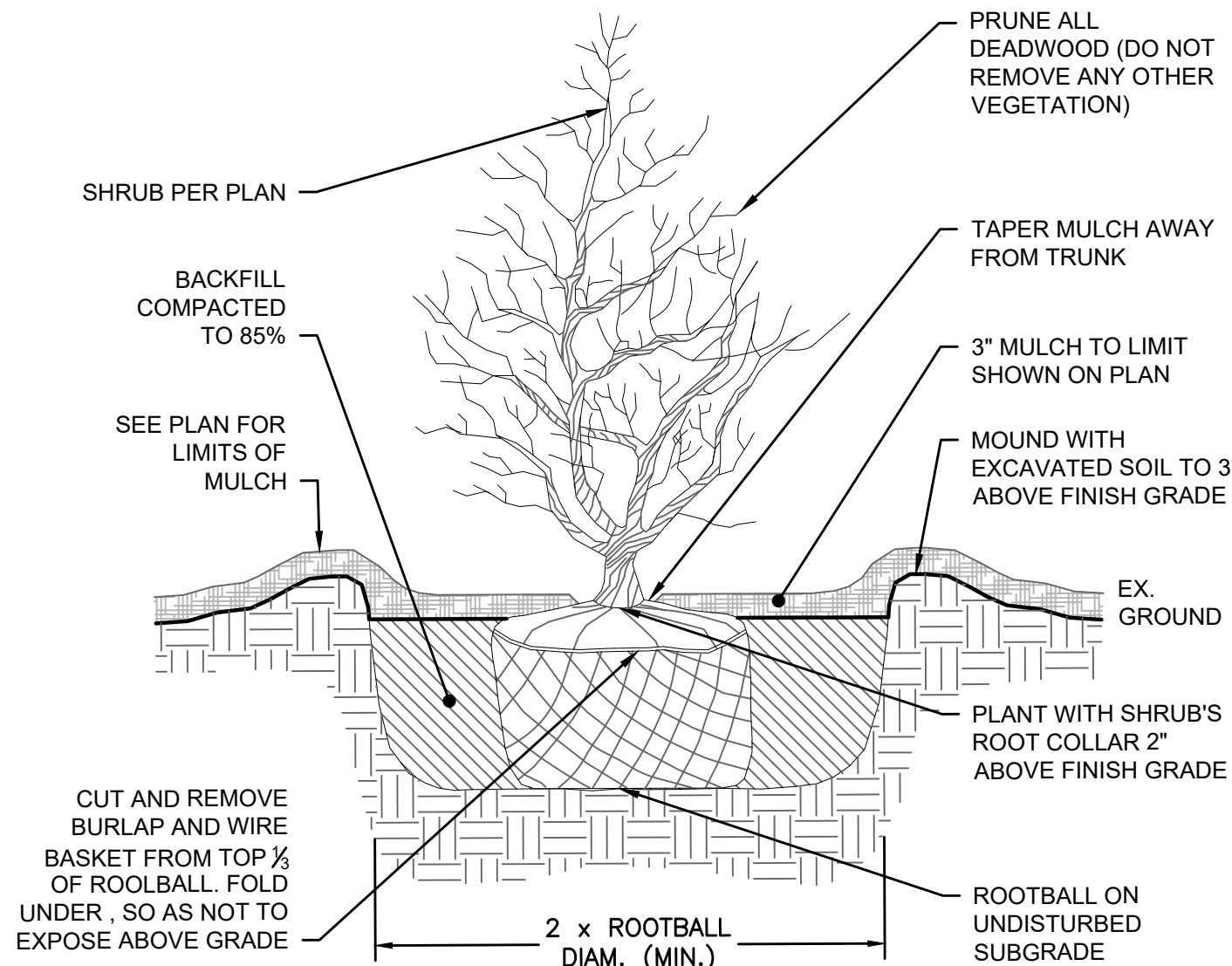
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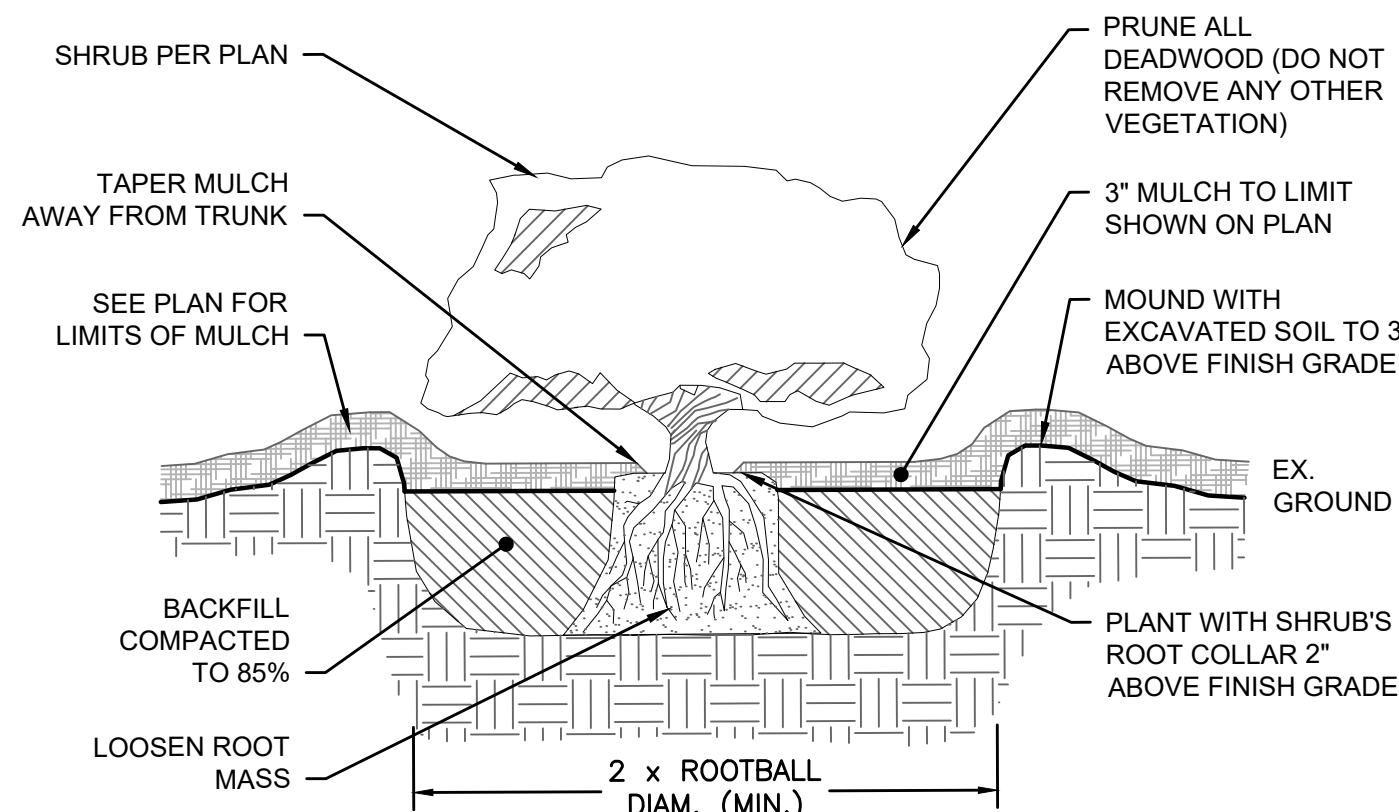
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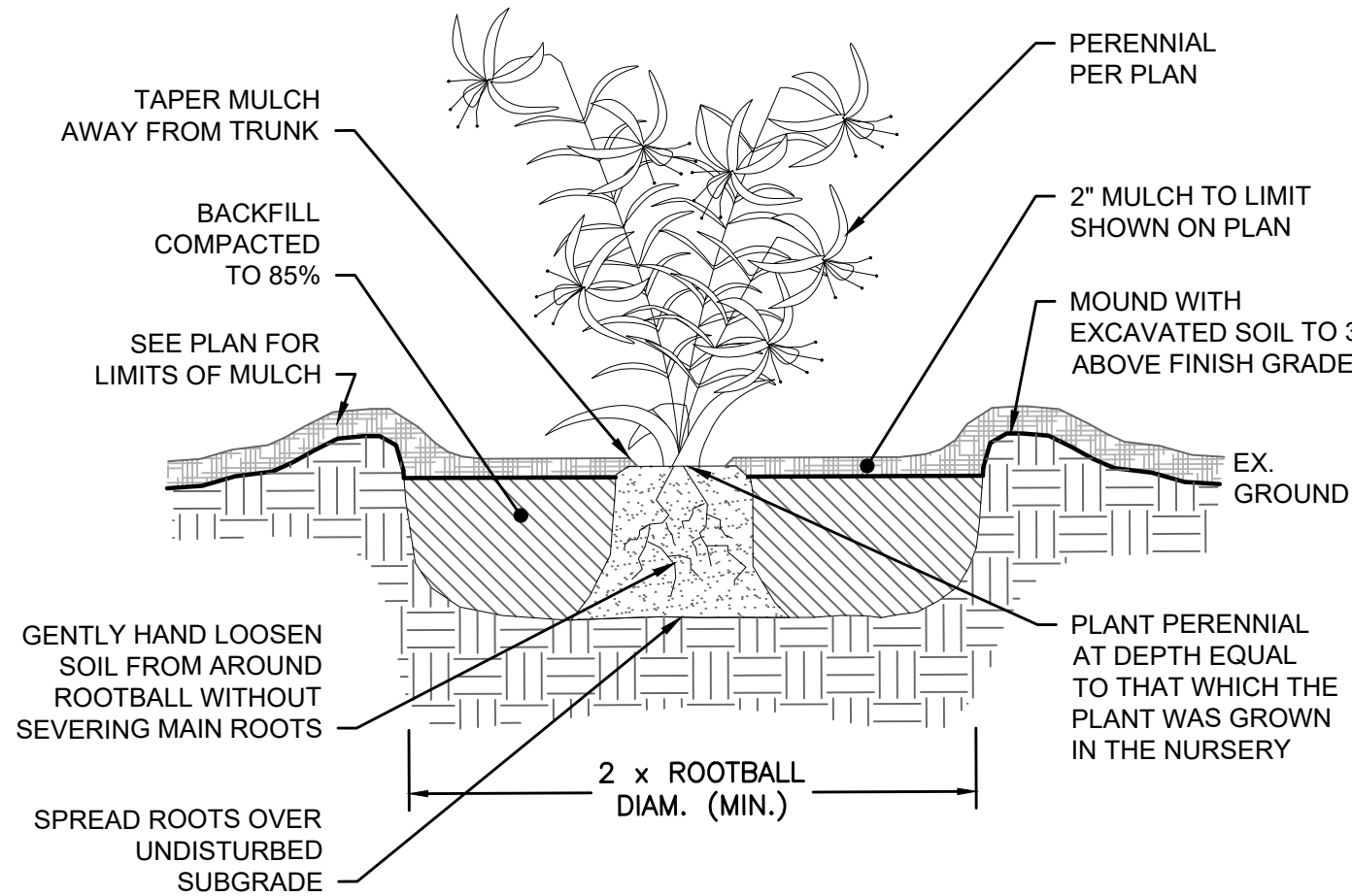
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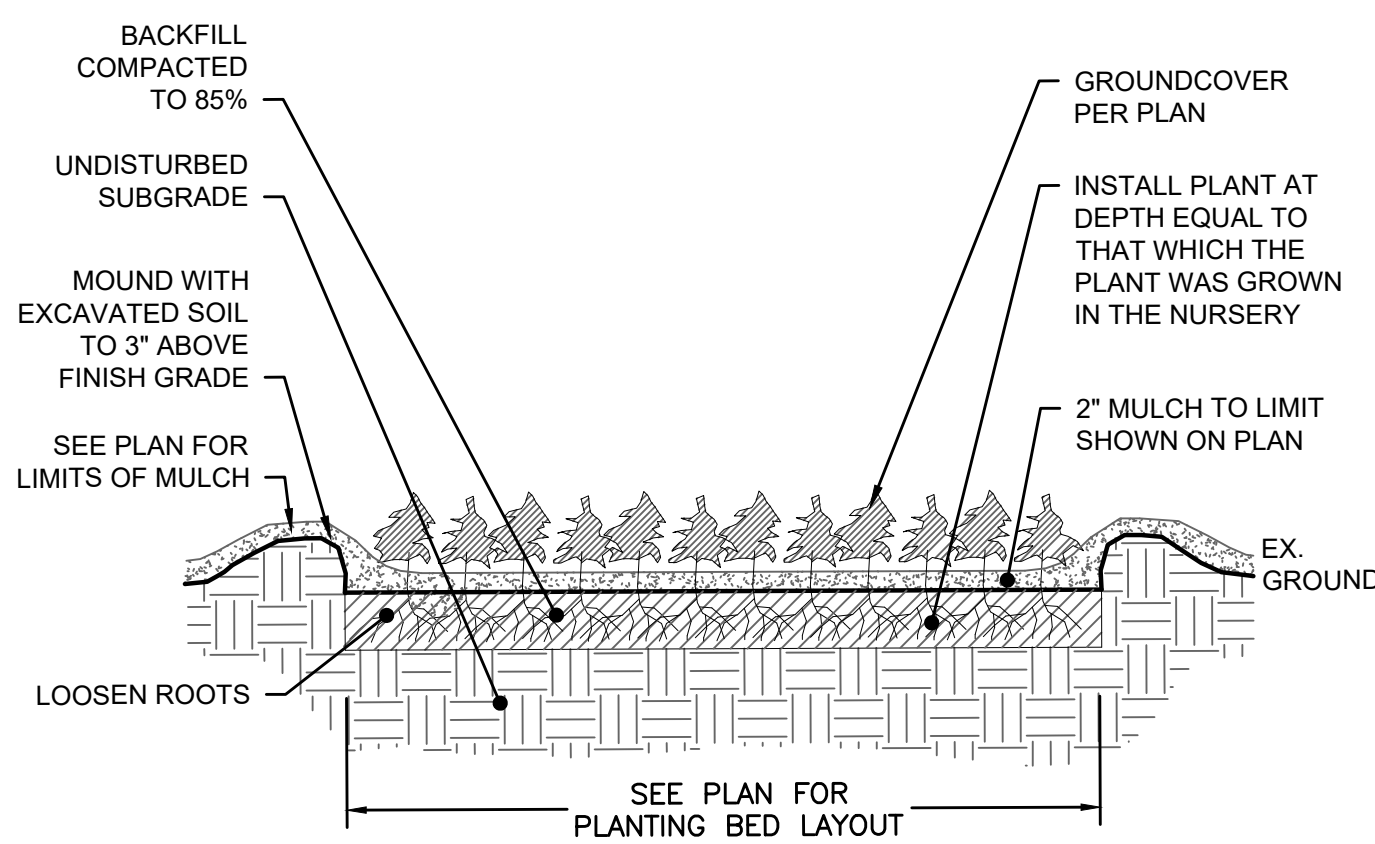
SHRUB PLANTING
NOT TO SCALE



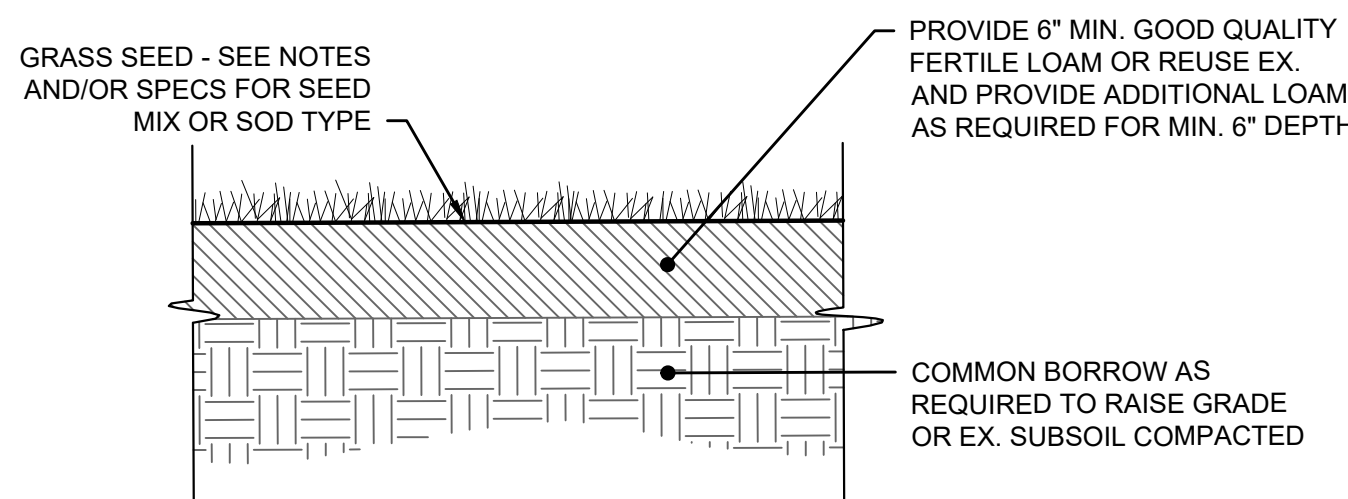
CONTAINER GROWN TREE & SHRUB PLANTING
NOT TO SCALE



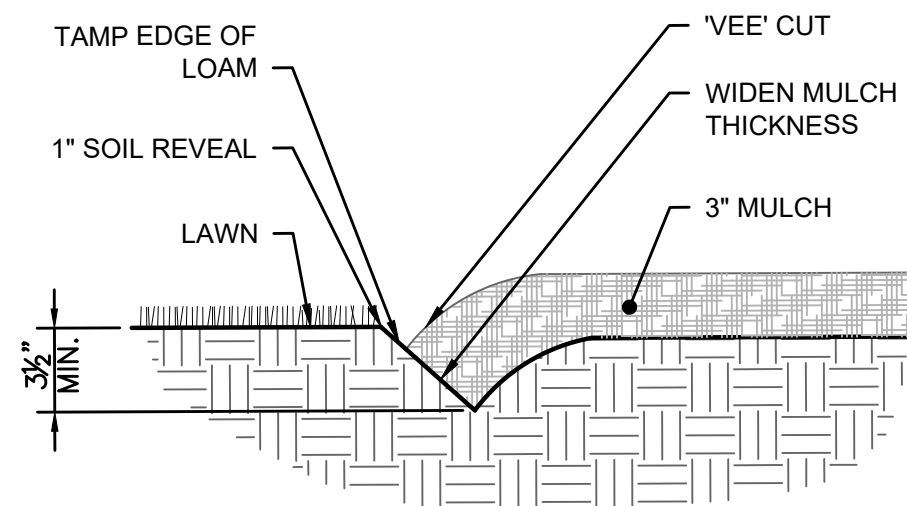
PERENNIALS & GRASSES PLANTING
NOT TO SCALE



GROUNDCOVER PLANTING
NOT TO SCALE

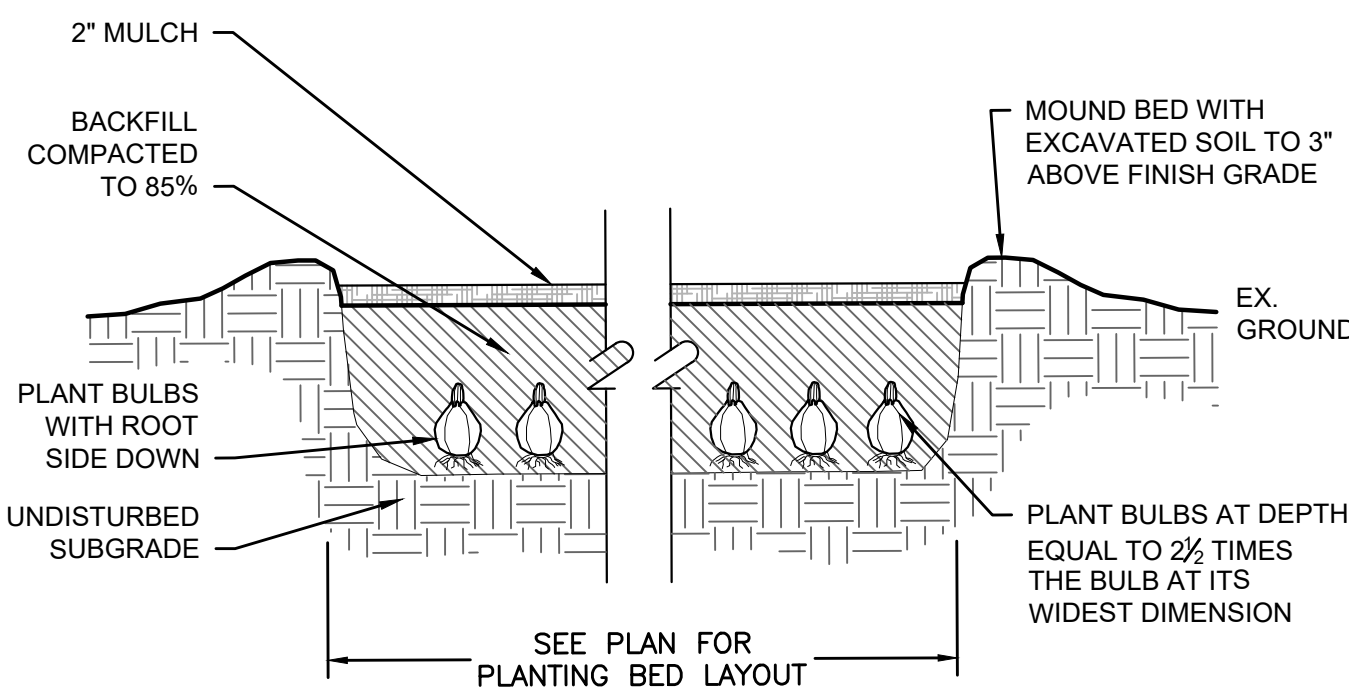


LOAM AND SEED
NOT TO SCALE



NOTE:
LOCATE BEDLINE AS SHOWN ON PLAN.

BEDLINE EDGE
NOT TO SCALE



NOTE:
BY HAND, SPREAD BONE MEAL OVER ENTIRE PLANTING BED AT A RATE NOT TO EXCEED ONE-HALF (1/2) POUND PER TWENTY-FIVE (25) SQUARE FEET.

BULB PLANTING DETAIL
NOT TO SCALE

PREPARED BY



REGISTERED PROFESSIONAL



SUBCONSULTANT

PROJECT

Ruth E. Carpenter
Memorial Garden
at The Monastery

Cumberland, RI

TITLE

PLANTING
DETAILS PLAN

NO.	REVISIONS	DATE
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SCALE

AS SHOWN

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