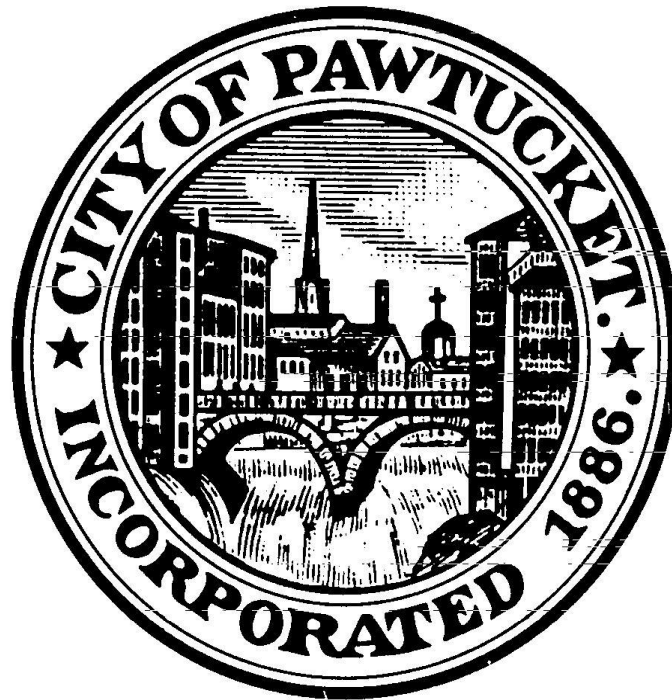


CITY OF PAWTUCKET

REQUEST FOR PROPOSALS



BID #23-037
Slater Park Dog Park Renovations

April 4, 2023

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: No Yes

APRIL 12, 2023, 2022 @ 9:00 AM

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

Location:

Slater Memorial Park, Newport Ave (Behind Carousel)
Pawtucket, RI 02861

Requests for Further Information:

APRIL 18, 2023, 2022 @ 2:00 PM

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

Michael Wilcox, Project Engineer

E-mail: mwilcox@pawtucketri.com

and:

Tim Gardner, Gardner + Gerrish, Inc.

E-mail: tim@gardner-gerrish.com

Please reference the RFP number (23-037) on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation on or about April 21, 2022.

RFP Submission Deadline:

APRIL 27, 2023 at 12:00 PM

Late submittals will not be considered.

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

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

Bids will be publicly opened on April 27, 2023 at 4:00 PM during a scheduled Purchasing Board meeting in City Council Chambers, City Hall

Bonds/Surety Required

Bid Bond: No Yes

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

Fidelity Bond: No Yes

Performance and Payment Bond: No Yes
(Submit upon award of contract)

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

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

Miscellaneous

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

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

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and site conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.
- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.
- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**
- At the time and place fixed for the opening of Bids, the Owner will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.
- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.
- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws,

without exception, and may be released for inspection immediately upon request once an award has been made.

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

3.0 - Overview

3.1 Project Overview

The City of Pawtucket (“DPW” or the “Owner”) is seeking proposals from qualified, duly licensed general contractors (GC) to provide construction services as required to re-construct an existing dog park facility located in Slater Memorial Park, in the City of Pawtucket.

- *Purpose:* This project has been commissioned for the purpose of providing residents an enclosed site to bring their dogs and allow them to run and exercise while not on a leash. The project is located behind the Carousel in Slater Memorial Park.
- *Project Scope:* The GC shall complete the requirements outlined in the Construction Contract Documents (“CDs”) attached hereto and meet the requirements outlined in this Request for Proposals (RFP).
- *Project Schedule:* If awarded a contract to provide professional services pursuant to this Solicitation, the GC shall complete the Project in accordance with the Schedule provided in Section 4.2.

3.2 Project Background

This project is being funded by the City’s Recreation Bond Funds. Permits are required per the plans and specifications and as required by the local/state/federal agency.

4.0 - Scope of Work

4.1 Location

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

- Located behind Carousel in Slater Memorial Park, Newport Avenue, Pawtucket, Rhode Island.
- Portions of the following properties:
 - Assessor’s Plat (A.P.) 30, Lot 3
 - 441 Newport Avenue, (Address is approximate). Site is in the rear of the park facility closer to the Armistice Blvd. entrance.

4.2 General Requirements

4.2.1 Project Schedule

- Bids Due and Opening Date: 4/27/23 (refer to noted submission times in this RFP)
- Project Award: 5/11/2023
- Project Begins: 6/01/2023
- Substantial Completion: 9/01/2023

- Final Completion: 9/15/2023

4.2.2 Hours of Work

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

4.2.3 Pricing

UNIT PRICES: The unit price for each of the several items in the Proposal of each Bidder shall include its pro rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price Bid represents the Total Bid. The price submitted for items requiring a lump sum Bid shall also include all overhead and profit and represents the total Bid. Any Bid not conforming to this requirement may be rejected as unresponsive. Special attention of all Bidders is called to this provision, for should conditions make it necessary to revise the quantities or unit price, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items or work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%) except for work not covered in the Contract Documents.

4.2.4 Prevailing Wage Requirements

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

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

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

4.2.5 Payment Requisitions

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

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

4.2.6 Experience

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

4.3 Scope Detail

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

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

- Mobilization and provide controls as necessary to ensure public safety and facilitate construction;
- Maintenance and further installation of erosion and sediment control devices;
- Removal and proper disposal of existing unclassified material including saw cutting, pavement;
- Demolition, earthwork and site preparation including rough grading;
- Provision and installation of temporary fencing for site control;
- Connection to existing water service;
- Provision and installation of new chain link fence and gates;
- Provision and installation of benches;
- Provision and installation of boulders & sand pit;
- Provision and installation of trail mix;
- Provision and installation of organic lock stone dust;
- Provision and installation of concrete pad and water bubblers;
- Provision and installation of Play Features (add alternates);
- Installation of gutters and down spouts;
- Loam installation for disturbed areas within the site;
- Installation of hydroseeding; and

- Demobilize and final cleanup of the site including removal of remaining erosion and sediment control devices and any remaining sediment, pavement sweeping;

5.0 - Insurance

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

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

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

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

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

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

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

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

7.0 - Additional Insurance Requirements

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

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

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

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

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

8.0 - Proposal Content and Organization

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

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

Bid Documents, including the Bid, the Bid Bond, the Non-Collusion Affidavit, the Anti-Kickback Acknowledgment, and the Statement of Bidder's Qualifications (if requested) shall be enclosed in a sealed envelope which shall be clearly labeled with the words, "**SLATER PARK DOG PARK RENOVATIONS, BID #23-037**", as well as name of Bidder, and date of bid opening.

All Bid Forms must be signed.

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

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

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

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

Three (3) copies of your proposal—one (1) original hard copy and one (1) photo copy; and one digital (1) copy on CD or similar format—must be submitted at the time of submission. Proposals must be in the following format:

- Bid Form (Section 11 "*ALL*)

- Anti-Kickback Acknowledgement (Appendix A)

- Company overview

 - Length of time your firm has been in business

 - Length of time at current address

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

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

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

9.0 - Evaluation Criteria

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

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

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

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

Proposals will be evaluated in three (3) phases:

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

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

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed. Please note that for the purposes of comparing the price noted above, the City will evaluate using the base bid + all alternates.

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

For purposes of evaluating the bid, the Price noted above will be the base bid plus ALL alternates. The City will select alternates as the budget allows.

10.0 - Miscellaneous

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

11.0 – Bid Form

23-037 – (SLATER PARK DOG PARK RENOVATIONS)

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name?

Yes _____ No _____

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

Is your firm incorporated? _____ Yes _____ No

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

If so, please explain below: Include a separate sheet if needed and list the subcontractors years of experience doing similar work.

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

Yes: _____ No: _____

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

Yes: _____ No: _____

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

Yes: _____ No: _____

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

Yes: _____ No: _____

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

Is your company bonded? Yes _____ No _____

Please describe the nature and extent of all insurance coverage:

Addenda

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

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

References

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

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

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

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

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

Pricing Proposal

23-037 – (SLATER PARK DOG PARK RENOVATIONS)

1.00 OFFER:

- A. Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by GARDNER+GERRISH, LLC (Landscape Architect for the above mentioned project) and the City of Pawtucket, we, the undersigned, hereby offer to enter into a Contract to perform the Work, (**Proposed Slater Park Dog Park Renovations**), for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.
- B. The undersigned hereby understands that the City of Pawtucket (Owner) has the right to reject any and all bids and to award the contract in the best interests of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.
- C. The undersigned also understands that the contract must be carried out in strict accordance with the contract documents.
- D. Total Price below should include Bid Items 1-40 and all ADD ALTERNATES.

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

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

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

CONTRACTOR: _____

NOTE: ALL PRICES ARE *FURNISHED & INSTALLED PRICE*.

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL COST
1.	Construction Layout	LS	<u>1</u>	\$ _____	\$ _____
2.	Perimeter Erosion Control (9" Straw Wattle)	LS	<u>1</u>	\$ _____	\$ _____
3.	Temporary 6' Chain Link Security Fence	LS	<u>1</u>	\$ _____	\$ _____
4.	Remove and Dispose Chain Link Fence	LF	<u>810</u>	\$ _____	\$ _____
5.	Remove and Dispose Existing Benches	EA	<u>12</u>	\$ _____	\$ _____
6.	Remove and Stockpile Concrete Culverts, mail box, community board	LS	<u>1</u>	\$ _____	\$ _____
7.	Remove and Dispose One Flagpole, Dog Features, and stump	LS	<u>1</u>	\$ _____	\$ _____
8.	Tree Protection	LS	<u>50</u>	\$ _____	\$ _____
9.	Trail Mix fill	CY	<u>235</u>	\$ _____	\$ _____
10.	3" PVC Sleeve	LF	<u>20</u>	\$ _____	\$ _____
11.	Chain Link Fence Complete 5' ht.	LF	<u>732</u>	\$ _____	\$ _____
12.	Chain Link Fence Complete 4' ht.	LF	<u>34</u>	\$ _____	\$ _____
13.	Service Gate 5' ht.	EA	<u>2</u>	\$ _____	\$ _____
14.	½" Screened Topsoil 4" Deep	CY	<u>35</u>	\$ _____	\$ _____
15.	Ped Gate 5' ht.	EA	<u>2</u>	\$ _____	\$ _____
16.	Ped Gate 4' ht.	EA	<u>2</u>	\$ _____	\$ _____
17.	Fine Grading	SF	<u>27,000</u>	\$ _____	\$ _____
18.	Benches	EA	<u>8</u>	\$ _____	\$ _____

BID ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	TOTAL PRICE
19.	Dog Features (culverts, tree trunks, mail box, etc.)	LS	<u>1</u>	\$_____	\$_____
20.	Gutter, Downspouts, and Sumps	LS	<u>1</u>	\$_____	\$_____
21.	4" Concrete Pad ("Bark")	SF	<u>200</u>	\$_____	\$_____
22.	Water HDPE to Fountains	LS	<u>1</u>	\$_____	\$_____
23.	Water Fountains	EA	<u>2</u>	\$_____	\$_____
24.	Quick Coupler and Locking Valve Box	EA	<u>1</u>	\$_____	\$_____
25.	Boulder Pits	LS	<u>1</u>	\$_____	\$_____
26.	Organic-Lock Stonedust	SF	<u>400</u>	\$_____	\$_____
27.	Hydroseed Turf Fescue Clover Mix	SF	<u>2,000</u>	\$_____	\$_____
28.	As-built Plan	LS	<u>1</u>	\$_____	\$_____
TOTAL BID 1 -28:					\$_____
1.	Add Alternate #1	LS	<u>1</u>		\$_____
TOTAL BID BASE and ADD ALTERNATES:					\$_____

LEGEND

LF = Linear Feet	SF = Square Feet	PH = Per Head	LS = Lump Sum
CY = Cubic Yard	EA = Each	AC = Acres	PO = Per Hour
SY = Square Yard	TN = Ton	FSF = Face Square Feet	

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

1.01 ALLOWANCES:

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

ALLOWANCE NO. 1 Allowance for Removal of Unsuitable Material

The Base Bid Price listed in the Bid Proposal shall include the removal of a quantity of 20 cubic yards of unsuitable material, such as defective gravel base, brick, stone mortar, blocks, cobblestone, curbing, concrete footing and other waste debris that is not scheduled for removal under the other sections of the specifications. The Contractor shall contact the Engineer/Owner's Representative in the event unsuitable material is encountered. Unsuitable material shall not be removed from the site without inspection and approval by the Owner's Representative. Removal requires certification of quantities by the Contractor. Un-used allowances for unsuitable material removal shall be reimbursed to the Owner at the Contract Unit Price stated below.

Removal of 20 Cubic Yards of Unsuitable material

\$ _____ \$ _____
Lump Sum In Words LS

Unit Price for the Removal of Unsuitable Material

\$ _____ \$ _____
Cost per Cubic Yard In Words Per Cy

ALLOWANCE NO. 2 Allowance for Removal of Boulders over 3 feet in diameter

The Base Bid Price listed in the Bid Proposal Forma shall include the removal and disposal of a quantity of 10 cubic yards of boulders over 3 feet in diameter (considered unclassified excavation). The Contractor shall contact the Engineer/Owner's Representative in the event boulders are encountered. Boulders shall not be removed from the site without inspections by the Owner's Representative. Certification of quantities are required. Unused allowances for boulder removal shall be reimbursed to the Owner at the Contract Unit Price.

Unit Price for the Removal and Disposal of Boulders over 3 feet in diameter, 10 Cubic Yards:

\$ _____ \$ _____
Cost per Cubic Yard In Words Per Cy

\$ _____ Total Cost 10 CY Removal and Disposal of Boulders

ALLOWANCE NO. 3 Allowance for Removal and Disposal of Concrete Foundations and Footings requiring jackhammer demolition:

The Base Bid Price listed in the Bid Proposal Form shall include the removal and disposal of the quantity of 10 cubic yards of unclassified concrete requiring jackhammer demolition (considered Unclassified Excavation) The Contractor shall contact the Engineer/Owner's Representative in the unclassified foundations or footings are encountered. The concrete rubble may not be removed from the site without inspections by the Owner's Representative. Certification of quantities is required. Unused allowances for Concrete Foundations and Footing Removal and Disposal shall be reimbursed to the Owner at the Contract Unit Price.

Unit Price for the Removal and Disposal of Concrete Foundations and Footings requiring jackhammer demolition, 10 Cubic Yards:

\$ _____ \$ _____
Cost per Cubic Yard In Words Per Cy

\$ _____
Total Cost 10 CY Removal and Disposal of Concrete Footings and Foundations

ALLOWANCE NO. 4 Furnish and Install Clean Gravel Borrow Fill: The Base Bid Price listed in the Bid Proposal Form shall include the furnishing and installing of 40 yards of clean gravel borrow fill. This clean fill

allowance shall only be used where unclassified excavation has been encountered and described in Items 1-3 in this Section.

Upon approval of the excavation, the Contractor shall backfill all excavated areas to the proposed line and grade using clean gravel borrow fill. Fill shall be clean of foreign matter, vegetative matter, and organic of compressible soils. All imported clean fill found to be contaminated shall be removed from the site and replaced with clean fill at the Contractor's expense. Unused allowances for clean gravel borrow fill shall be reimbursed to the Owner at the Contract Unit Price.

Unit Price to Furnishing and Installing Clean Gravel Borrow Fill, 40 Cubic Yards:

\$ _____ \$ _____
Cost per Cubic Yard In Words Per Cy

\$ _____ Total Cost 40 CY Clean Gravel Borrow Fill.

ALLOWANCE NO. 5 Permit Allowance: A permit allowance of three hundred Dollars (\$300.00) shall be provided to address this item. The Contractor shall be responsible for payment of all permit fees and shall request reimbursement thru payment requisitions. The Contractor shall provide documentation that the permit fees have been paid prior to reimbursement. The amount reimbursed will be the amount that is stated on the permit receipt(s). Unused allowances not expended for permitting shall be reimbursed to the Owner.

\$ 300.00 Three Hundred Dollars
Lump Sum In Words

1.02 BID ALTERNATES:

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

Alternate 1 will be executed at the Owner's option. Accepted Alternates will be listed in the Owner/Contractor Agreement.

ALTERNATE BID 1 – Dog Gym Features

Alternate #1 shall be the ADDITION of eight dog feature units as shown as detailed on Sheet L-7. Work includes provision, assembly, and installation of:

- Large and small bridge climb (nutmeg color)
- Large and small hill climb (nutmeg color)
- Two small agility bone
- Two free standing hydrants

All "or equal". As located by the Landscape Architect. Base bid is no work.

ADD \$ _____

ADD AMOUNT (words) _____

2.00 ACCEPTANCE:

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

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

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

3.00 BID FORM SIGNATURE(S)

The Corporate Seal of

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

was hereunto affixed in the presence of:

(Authorized signing officer Title)

(Seal)

(Authorized signing officer Title)

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

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) .ss
County of _____)

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

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

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

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

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

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

(Signed) _____

(Title)

Subscribed and sworn to before me
This _____ Day of _____, 20____

My Commission Expires _____

CERTIFICATE OF COMPLIANCE WITH TAX LAWS

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

Date

Signature

Title

Federal Tax Identification Number

END OF SECTION

12 – General Conditions – AIA Document A201

GENERAL CONDITIONS

AIA DOCUMENT A201, 2007 EDITION

PART I – GENERAL

DESCRIPTION

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

DRAFT AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

<< ->>
<< >>

THE OWNER:

(Name, legal status and address)

<< >><>>
<< >>

THE ARCHITECT:

(Name, legal status and address)

<< >><>>
<< >>

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

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

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

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

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

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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

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

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

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

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

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as

the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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

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

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2** failure of the Work to comply with the requirements of the Contract Documents; or
- .3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1** employees on the Work and other persons who may be affected thereby;
- .2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from

performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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

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

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

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

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

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgage clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct

the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

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

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

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

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

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

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

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

§ 15.2 INITIAL DECISION

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

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

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

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

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

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

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

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

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

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

§ 15.3 MEDIATION

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

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

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

§ 15.4 ARBITRATION

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

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

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

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

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

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

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

END SECTION AIA A201

12.1 – Addendum To General Conditions – AIA Document A201

GENERAL CONDITIONS

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

CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

ARTICLE 2 - OWNER

Sub-paragraph 2.1.2- delete in its entirety

ARTICLE 7 – CHANGES IN THE WORK

Sub-paragraph 7.3.4- delete in its entirety

ARTICLE 11 – INSURANCE AND BONDS

Sub-paragraph 11.3- delete in its entirety.

13 – Supplementary Conditions

100.0 CLAIMS FOR EXTRA COST

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

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

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

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

101.0 TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

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

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

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

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

101.3.2 To any acts of the Owner.

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

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

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

102.0 SAMPLES, CERTIFICATES AND TESTS

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

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

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

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

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

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

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

102.3.4 The Owner will pay all other expenses.

103.0 PERMITS AND CODES

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

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

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

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

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

104.0 CARE OF WORK

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

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

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

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

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

105.0 ACCIDENT PREVENTION

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

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

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

106.0 USE OF PREMISES

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

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

107.0 REMOVAL OF DEBRIS, CLEANING, ETC.

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

on the site of the work will be subject to prior approval of the Owner and existing State and Local regulations.

108.0 INSPECTION

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

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

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

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

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

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

109.0 REVIEW BY THE OWNER

The Owner, its authorized representatives and agents and the Representative for the Secretary (as defined under GENERAL CONDITIONS, PART II) shall, at all times, have access to, and be permitted to observe and review all work, materials, equipment, payrolls, personnel records,

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

110.0 FINAL INSPECTION

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

111.0 DEDUCTION FOR UNCORRECTED WORK

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

112.0 INSURANCE

See Section 5.0 Insurance for information.

113.0 PATENTS

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

114.0 WARRANTY OF TITLE

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

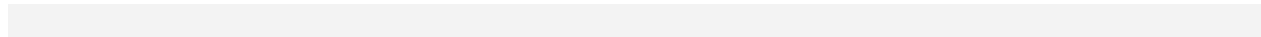
115.0 GENERAL GUARANTY

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

116.0 CONTRACTOR TO MAKE OWN EXAMINATION

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

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



14 – Special Conditions

SPECIAL CONDITIONS FOR

23-037 – SLATER PARK DOG PARK RENOVATIONS

402.0 TIME FOR COMPLETION

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

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

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

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

403.0 LIQUIDATED DAMAGES

In case the Contractor fails satisfactorily to complete the entire work contemplated and provided for under this contract on or before the date of completion determined as described above, the Owner shall deduct from the payments due to the Contractor each month the sum of \$100.00 for each calendar day (Sundays and legal holidays excluded) of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and in case such damages exceed the amount of all moneys due or to become due, the Contractor then the Contractor or his Surety shall pay the balance to the Owner.

404.0 RESPONSIBILITIES OF CONTRACTOR

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

404.2 All materials, workmanship, methods and practices shall conform to the current Standards of the American Water Works Association, the Rhode Island Standard Specifications for Road and Bridge Construction, 2010 edition, including all corrections, all issued compilation of approved specifications, and addendum to date and all general requirements and special requirements

contained in this project specifications. All work zone traffic control shall be in accordance with the manual on uniform traffic control devices, 2009 edition.

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

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

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

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

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

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

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

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

405.0 COMMUNICATIONS

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

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

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

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

406.0 PARTIAL USE OF SITE IMPROVEMENTS

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

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

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

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

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

407.0 CONTRACT DOCUMENTS AND DRAWINGS

(REDACTED)

408.0 NIGHT, SATURDAY AND SUNDAY WORK

(REDACTED)

409.0 EMPLOY SUFFICIENT LABOR AND EQUIPMENT

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

410.0 INTOXICATING LIQUORS

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

411.0 ACCESS TO WORK

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

412.0 TIME OF BEGINNING WORK

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

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

413.0 PROVISIONS FOR TRAFFIC

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

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

413.3 The Contractor shall cooperate in every way possible with the municipal authorities maintaining a flow of traffic through the site. The Contractor shall notify the Pawtucket Fire Department when any street is to be closed regardless of the length of time or time of day.

413.4 All detours shall be signed and lighted as directed by the City of Pawtucket.

414.0 COORDINATION WITH OUTSIDE PARTIES

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

414.2 The Contractor shall take all responsibility for the protection of the work and for preventing injuries to persons and damage to property and utilities on or about the work. He shall not be relieved of his responsibility by any right of the City to give permission or issue orders relating to any part of the work, or by any such permission given or orders issued, or by failure of the Engineer to give such permission or issue such orders. The Contractor shall bear all losses resulting to him or to the Owner on account of the amount of character of the work, or because nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements or other causes. The Contractor shall assume the defense

of all claims or whatsoever character against the Contractor of the Owner, and indemnify, save harmless and insure the Owner, its officers or agents, against all claims arising out of injury or damage to persons, corporation, or property, whether said claims are for unavoidable damage or not, and from all claims relating to labor and materials furnished for the work. The Contractor shall not be required to indemnify the Owner against damage or claims occasioned by acts of the Owner, except otherwise provided in the articles relative to patents and responsibilities.

415.0 DELAY BY OWNER

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

416.0 REGISTRATION OF MOTOR VEHICLES

All motor vehicles used in connection with this contract shall be registered in the State of Rhode Island, in accordance with the laws, rules, and regulations thereof, within forty-eight (48) hours of starting work on the contract.

417.0 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

418.0 SAFETY AND HEALTH REGULATIONS

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

- (1) Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596;
- (2) Part 1910 - Occupation Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;
- (3) Part 1518 - Safety and Health Regulations for Construction, Chapter XIII of Title 29, Code of Federal Regulations.

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

419.0 NOTIFICATION OF EXCAVATION TO UTILITIES

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

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

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

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

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:

(submit at time of bid submission)

Appendix B

CITY OF PAWTUCKET GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

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

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

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

1. **GENERAL**

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

2. **ENTIRE AGREEMENT**

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

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

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

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

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

3. SUBCONTRACTS

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

4. RELATIONSHIP OF PARTIES

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

5. COSTS OF PREPARATION

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

6. SPECIFIED QUANTITY REQUIREMENT

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

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

7. TERM AND RENEWAL

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

8. DELIVERY/COMPLETION

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

9. FOREIGN CORPORATIONS

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

10. PRICING

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

11. COLLUSION

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

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

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

13. AWARDS

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

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

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

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

14. SUSPENSION AND DEBARMENT

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

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

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

15. PUBLIC RECORDS

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

16. PRODUCT EVALUATION

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

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

17. PRODUCT ACCEPTANCE

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

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

18. PRODUCT WARRANTIES

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

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

19. PAYMENT

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

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

20. THIRD PARTY PAYMENTS

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

21. SET-OFF AGAINST PAYMENTS

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

22. CLAIMS

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

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

23. CERTIFICATION OF FUNDING

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

24. UNUSED BALANCES

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

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

25. **MINORITY BUSINESS ENTERPRISES**

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

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

26. **PREVAILING WAGE REQUIREMENT**

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

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

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

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

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

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

28. **DRUG-FREE WORKPLACE REQUIREMENT**

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

29. **TAXES**

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

30. **INSURANCE**

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

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

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

OR

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

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

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

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

31. **BID SURETY**

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

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

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

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

33. **SUSPENSION, DEFAULT AND TERMINATION**

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

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

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

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

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

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

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

2. Termination Without Cause

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

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

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

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

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

3. Contractor's Obligations in the Event of Termination

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

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

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

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

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

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

34. INDEMNITY

The contractor guarantees:

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

35. CONTRACTOR'S OBLIGATIONS

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

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

36. **FORCE MAJEURE**

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

Appendix C

General Wage Rate Decision Davis Bacon

The current wage determination (Heavy Construction, Providence County), as obtained from the Rhode Island Department of Labor and Training, and included in this appendix.

Wage Decision Obtained on 3/30/2023 from SAM.gov

"General Decision Number: RI20230001 03/17/2023

Superseded General Decision Number: RI20220001

State: Rhode Island

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

Counties: Rhode Island Statewide.

"General Decision Number: RI20230001 03/17/2023

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.
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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.
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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

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

BRRIO003-001 06/01/2022

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

BRRIO003-002 09/01/2022

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

BRRIO003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo		

Finisher.....\$ 38.78 29.61

CARP0330-001 01/01/2023

Rates Fringes

CARPENTER (Includes Soft
Floor Layer).....\$ 41.53 29.35
Diver Tender.....\$ 42.53 29.35
DIVER.....\$ 53.88 29.35
Piledriver.....\$ 41.53 29.35
WELDER.....\$ 42.53 29.35

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 12/05/2022

Rates Fringes

ELECTRICIAN.....\$ 45.86 53.26%
Teledata System Installer.....\$ 34.40 12.10%+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 06/01/2022

	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.....	\$ 43.55	29.25+a
GROUP 2.....	\$ 41.55	29.25+a
GROUP 3.....	\$ 37.17	29.25+a
GROUP 4.....	\$ 34.32	29.25+a
GROUP 5.....	\$ 40.60	29.25+a
GROUP 6.....	\$ 31.40	29.25+a
GROUP 7.....	\$ 25.40	29.25+a
GROUP 8.....	\$ 37.25	29.25+a
GROUP 9.....	\$ 41.17	29.25+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

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 06/01/2022

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 42.82	29.25+a
GROUP 2.....	\$ 40.82	29.25+a
GROUP 3.....	\$ 40.60	29.25+a
GROUP 4.....	\$ 36.60	29.25+a
GROUP 5.....	\$ 33.75	29.25+a
GROUP 6.....	\$ 39.90	29.25+a
GROUP 7.....	\$ 39.47	29.25+a
GROUP 8.....	\$ 36.79	29.25+a

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 09/16/2022

	Rates	Fringes
IRONWORKER.....	\$ 39.01	31.58

LABO0271-001 05/30/2021

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.55	26.15
GROUP 2.....	\$ 33.80	26.15
GROUP 3.....	\$ 34.30	26.15
GROUP 4.....	\$ 34.55	26.15
GROUP 5.....	\$ 35.55	26.15

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 05/30/2021

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 53.45	24.15
Group 2.....	\$ 50.98	24.15
Group 3.....	\$ 40.50	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Group 2.....	\$ 43.05	24.15
Group 3.....	\$ 40.50	24.15
LABORER		
Group 1.....	\$ 33.55	24.15
Group 2.....	\$ 33.80	24.15
Group 3.....	\$ 34.55	24.15
Group 4.....	\$ 27.05	24.15
Group 5.....	\$ 35.55	24.15
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 39.55	24.15
Top Man & Laborer.....	\$ 38.60	24.15
TEST BORING		
Driller.....	\$ 40.00	24.15
Laborer.....	\$ 38.60	24.15

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

PAIN0011-005 06/01/2022

	Rates	Fringes
PAINTER		
Brush and Roller.....	\$ 37.22	23.40
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 39.22	23.40
Spray, Sand & Water Blasting.....	\$ 40.22	23.40
Taper.....	\$ 37.97	23.40
Wall Coverer.....	\$ 37.72	23.40

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 06/01/2022

	Rates	Fringes
Painter (Bridge Work).....	\$ 55.00	23.75

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 12/01/2022

	Rates	Fringes
ROOFER.....	\$ 42.23	29.67

SFRI0669-001 01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 47.55	29.94

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"

Appendix D

City of Pawtucket Standard Form of Agreement (Sample)

**CONTRACT AGREEMENT
FOR:**

PROJECT_TITLE



PAWTUCKET, RHODE ISLAND

PURCHASING DIVISION
137 ROOSEVELT AVE.
PAWTUCKET, RHODE ISLAND

MM/DD/YYYY

CONTRACT AGREEMENT

PROJECT_TITLE

Pawtucket, Rhode Island

1. AGREEMENT FOR SERVICES

This Agreement for Services (hereinafter the "Agreement" or "Contract") made this ##th day of #####, 2015 between the City of Pawtucket, a municipal corporation of the State of Rhode Island, with a business address of 137 Roosevelt Avenue, Pawtucket, Rhode Island (hereinafter the "City") and VENDOR, a company authorized to do business in the State of Rhode Island, with a business address of ##### (hereinafter the "Consultant").

2. SCOPE OF CONSULTANT SERVICES

This is a contract to provide the City with consulting services as specified herein and as set forth in the following Exhibits, all of which are attached hereto and incorporated into this Agreement by reference herein:

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

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

3. COMPENSATION FOR SERVICES

The City shall pay the Consultant in the following sums for work performed under this Agreement after the effective date as set out below:

\$,#####

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds. Payment will not be made until services have been fully performed and accepted, and upon a properly submitted invoice. All invoices must clearly display the purchase order number.

4. RHODE ISLAND LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Rhode Island.

(b) Any litigation between the City and the Consultant arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Providence County Superior Court, and in the federal courts, in the United States District Court for the District of Rhode Island.

5. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

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

If to the Consultant:

#####

6. COMPLIANCE WITH LAWS

Consultant shall materially comply with any and all Federal, state and local laws and regulations now in force and which may hereafter during the term of this contract, be enacted and become effected which are applicable, as well as obtaining any and all required permits and licenses.

7. TIMEFRAME TO COMPLETE

The Consultant shall complete the consulting services located in the City of Pawtucket, Rhode Island no later than #####.

8. WAIVERS

No waiver of any breach or any one or more of the conditions or covenants of this Contract by City or Consultant shall be deemed to imply or to constitute a waiver of any prior or succeeding breach; and the failure of City or Consultant to insist upon the strict performance of the terms, covenants, agreements and conditions herein contained or any one of them shall not constitute or be construed as a waiver or relinquishment of City's or Consultant's right to thereafter enforce any such default, or any term, covenants, agreement or condition.

CONSULTANT (VENDOR)

WITNESS

Subscribed and sworn to before me in the _____

on this _____ day of _____, 2015.

NOTARY PUBLIC
My Commission Expires:

CITY OF PAWTUCKET

WITNESS

Subscribed and sworn to before me in the _____

on this _____ day of _____, 2015.

NOTARY PUBLIC
My Commission Expires:

EXHIBIT 1:

RFP #####

SAMPLE

EXHIBIT 2:

RHODE ISLAND DLT MUNICIPAL CONTRACT ADDENDUM

SAMPLE

MUNICIPAL CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL § 37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm, www.dlt.ri.gov/pw/poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island laws and
12. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

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

By: _____

Title: _____

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

Notary Public
My commission expires: _____

SAMPLE

Appendix E

Rhode Island General Laws

Title 37

Public Property and Works

Chapter 13

Labor and Payment of Debts by Contractors

R.I. Gen. Laws § 37-13-5

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

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

History of Section.

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

Title 37

Public Property and Works

Chapter 13

Labor and Payment of Debts by Contractors

R.I. Gen. Laws § 37-13-7

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

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

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

(1) The basic hourly rate of pay; and

(2) The amount of:

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

(ii) The rate of costs to the contractor, subcontractor, vendor, or provider that may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program that was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for

unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

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

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

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

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

History of Section.

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

Appendix F

Technical Specifications Issued for Bid

SPECIFICATIONS FOR
Slater Park Dog Park 2023
City of Pawtucket, Rhode Island

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SECTION 01100 GENERAL REQUIREMENTS

All work done under this Contract shall be in conformance with the latest version of *Rhode Island Department of Transportation (RIDOT) Standard Specifications for Road and Bridge Construction 2004 Edition, the Rhode Island Standard Details 2009 Edition, the 2003 Manual on Uniform Traffic Control Devices with 2004 Revision, and the 2004 American Standards for Nursery Stock*. All work done under this Contract shall also be in conformance with the Drawings and these Supplemental Technical Specifications.

SCOPE OF WORK

The general summary of work to be done under this contract consists of, but shall not be limited, to the following as shown in the Contract Documents:

- Mobilization and provide controls as necessary to ensure public safety and facilitate construction;
- Maintenance and further installation of erosion and sediment control devices;
- Removal and proper disposal of existing unclassified material
- Earthwork and site preparation including rough grading;
- Provision and installation of concrete pads;
- Provision and installation of temporary fencing for site control;
- Connection to existing water service;
- Provision and installation of new chain link fence, and gates;
- Provision and installation of benches and dog features;
- Provision and installation of organic-lock stone dust;
- Provision and installation of trail mix;
- Provision and installation of water bubblers;
- Loam installation for disturbed areas within the site;
- Installation of hydroseeding; and
- Demobilize and final cleanup of the site including removal of remaining erosion and sediment control devices and any remaining sediment, pavement sweeping;

CHANGE ORDER PROCEDURE

DESCRIPTION

The Contractor shall comply with this procedure in the process of giving notification of change and preparing and submitting a proposal for adjustment due to a desired, perceived, or actual change in the work. Changes in the work, or period of performance of the work, may be directed in writing by the Owner or Landscape Architect or may be requested by the Contractor. In either case, payment for work accomplished under a modification may not be made until a formal contract modification, incorporating the change into the contract, has been issued and executed. Therefore, it is incumbent upon the Contractor to comply fully with this procedure and to expedite the resolution of changes.

CHANGE SUBMITTALS

When requested, the Contractor shall submit the following to the Owner or Landscape Architect in accordance with the Submittals procedures described in these specifications:

1. Proposal cover letter on Contractor's letterhead;
2. Detailed price proposal;
3. Drawings or other explanatory data; and
4. Time extension statement with justification if any time extension is requested.

COMPLIANCE

The Contractor shall take such measures as needed to assure familiarity and compliance by its staff with these procedures. If change proposals are incomplete, unclear, or ambiguous or are not supported by adequate documentation, the data will be returned, and the Contractor shall resubmit or supplement the proposal as requested by the Owner or Landscape Architect. Delay resulting from the Contractor's noncompliance with this procedure shall not in itself constitute the basis for an extension in the time of performance under the contract.

PROCESSING CHANGES INITIATED BY THE LANDSCAPE ARCHITECT

The Landscape Architect will initiate changes only in writing. The Owner will sign any Request for Proposal (RFP). This will establish a Proposed Change (PC) number, by which the change will be identified until such time as it may be incorporated into the contract by formal modification.

The Contractor may or may not be authorized to proceed with the changed work pending resolution of changes in the contract price or time of performance. If the work described in the RFP becomes critical to the timely performance of the Contractor's work, a written request for a Notice to Proceed must be forwarded to the Owner immediately. The Owner will issue any Notice to Proceed. This unilateral modification to the contract may be subject to further negotiation regarding price and time for completion.

Payment for changed work, covered by a unilateral modification, will not be made until a bilateral modification covering the changed work has been executed.

The Contractor shall prepare and submit its proposal for change to include at a minimum:

1. A cover letter referencing the PC number and citing the attachments, if any, which constitute the Contractor's total proposal.
2. A detailed price proposal showing labor, construction equipment, and material quantities and prices at the lowest practical level of each element of the work.
3. Any drawings, sketches, catalog cuts, samples, certifications, or other data required to be submitted by the Owner or Landscape Architect or that is required to fully document Contractor's work under the proposed change.
4. A statement of the proposed change in the time of completion of the contract, together with all required justification for such a change.
5. A statement to the effect that there is "no change in price and/or time of completion of the work under this contract as a result of this proposed change", if that is the case.

The Owner may accept the Contractor's proposal without negotiation. Alternatively, upon receipt of

a proposal which is satisfactory in form, the Owner or Landscape Architect may require negotiation with the Contractor to arrive at a fair and equitable change in the contract price and time of completion. Upon agreement, a contract modification will be issued by the Owner for Contractor's execution.

PROCESSING CHANGES INITIATED BY THE CONTRACTOR

Should the Contractor feel that a change to the work under the contract, or to the contract itself, is necessary or desirable, it shall propose such a change to the Owner or Landscape Architect. This proposed change shall include a clear and concise description of the proposed change, along with that information cited in above.

Within a reasonable time, the Owner or Landscape Architect will review the Contractor's proposal and determine if the proposed change is in the Owner's best interest. If so, Contractor will be advised of this and a PC number will be assigned to Contractor's proposal.

EXECUTING CHANGED WORK

The Contractor is cautioned not to proceed with the work described in a proposed change until it is authorized to do so in writing by the Owner or Landscape Architect.

INSPECTION OF WORK

DESCRIPTION

Work included in this Section consists of periodic observation of construction of the project. The Contractor's work shall be monitored periodically by the Owner or Landscape Architect.

The Owner or Landscape Architect does not anticipate that a full-time construction observation will be assigned to this work. The Owner or Landscape Architect will provide periodic field visits as identified in the Drawings.

The Owner or Landscape Architect's construction observation work is inspectional in nature and will not include supervision or direction of the actual work of the contractor.

In no event will the Owner or Landscape Architect be responsible or liable for the contractor's use or administration of personnel, machinery, staging, or other temporary or precautionary construction, safety precautions or procedures, or for compliance by the contractor with the provisions, terms, or specifications of the contract. Observation services provided by the Owner or Landscape Architect are solely for the benefit of the Owner.

The Contractor shall keep the Owner or Landscape Architect informed concerning the work status and projected work schedule through regular communications.

The Contractor shall not cover any work related to the required field visits until one of the following occurs:

1. The Contractor is authorized by the Owner or Landscape Architect to proceed after the field

- visit.
2. The field visit is rescheduled by the Owner or Landscape Architect to a later construction event
 3. The field visit is waived in writing by the Owner or Landscape Architect.

The Contractor shall submit a written request for a Final Inspection seven calendar days in advance of the planned completion date. After review of the Notice of Completion, the Owner or Landscape Architect may reject the Notice for cause or schedule the Final Inspection. The Owner or Landscape Architect will perform its Final Inspection on all phases of the work and develop a comprehensive punch list, which will be provided to the Contractor.

The Completion Verification Inspection will be scheduled when the punch list items discovered during the Final Inspection have been corrected. The Owner or Landscape Architect may add new items to the punch list at this inspection.

The Contractor is advised that the Owner or Landscape Architect will not accept the work until the Owner or Landscape Architect determines substantial completion has been achieved. Therefore, to minimize its risk, the Contractor should schedule its work to be substantially complete in time to allow the Final Inspection, punch list work, and Completion Verification Inspection to occur in advance of the Contract Completion Date. Due to the construction time period and the anticipated weather conditions, substantially complete will be defined as the completion of construction for all item and the temporary stabilization of all disturbed areas, excluding planting and final seeding. Planting and final seeding is to occur during the time periods specified in the Drawings.

Nothing in this Section shall be construed to limit the Owner's or Landscape Architect's or right to inspect the work at any time.

CONSTRUCTION SCHEDULES

DESCRIPTION

Work included in this Section consists of preparation, submittal, and updating of the project.

CONSTRUCTION SCHEDULE

Submit the following to the Owner or Landscape Architect in accordance with the Submittals Section. Submittals are for the record or approval as indicated.

1. The proposed construction schedule shall be submitted for approval within five (5) calendar days after receipt of Notice to Proceed.
2. Submit contract Weekly Summary Reports to the Owner or Landscape Architect for the record on a weekly basis.
3. Submit construction progress schedule as backup to progress invoices.

The construction schedule shall show all work activities for completion of the work to be performed under this contract and will reflect Contractor's general sequential approach to the work. The construction schedule will be in an arrow diagram, precedence diagram, or bar chart format. The minimum level of detail (number of activities) shall include the activities described in the Schedule of Values and the Scope of the Work. The construction schedule shall demonstrate completion of all

work within the period of performance of the contract in a reasonable and achievable manner.

PERIODIC SCHEDULE UPDATES

The Contractor shall support periodic payment requests with an approved construction schedule marked to indicate progress. Submit updated schedule as necessary.

When in the opinion of the Owner or Landscape Architect, changes in the work occur that significantly affect the schedule, the Contractor shall submit a revised construction schedule for approval. The revised construction schedule shall be submitted within 10 calendar days after it is requested by the Owner or Landscape Architect. The current approved construction schedule shall be used as a baseline for progress reporting.

CONTRACT WEEKLY SUMMARY REPORT

The Contractor shall maintain a weekly record of actions, events and manpower utilized. This report shall be completed and submitted to the Owner or Landscape Architect at the end of each week. Reports are to be complete and accurately describe actions and events.

SUBMITTAL PROCEDURES

DESCRIPTION

This Specification Section covers the preparation and submission of all work plans, drawings, samples, manufacturer's literature and brochures, installation instructions, and operation and maintenance manuals as specified herein and in the various sections of these Specifications.

A Submittal Schedule shall be submitted for approval within five (5) calendar days after receipt of Notice to Proceed.

DRAWINGS

The term "drawings" as used herein includes fabrication, erection and installation, layout, and setting drawings; lists or schedules of materials and catalogues and brochures; performance and test data; and all other drawings and descriptive data pertaining to materials and methods of construction as may be required to show that the materials, equipment, or systems and the positions thereof conform to the requirements of the Contract Documents.

When requested by the Owner or Landscape Architect, drawings shall be accompanied by design computations.

Sheet sizes of drawings shall not exceed 24 in. by 36 in. The title block on all drawings shall bear the name of the Owner and the name of the project and shall include a space for the Owner's index number.

The Contractor's drawings shall be submitted electronically in PDF format to the Owner or Landscape Architect for review and approval.

The Contractor shall maintain a complete set of construction drawings at the jobsite, clearly marked to reflect as-built conditions. Upon completion of the work, the Contractor shall submit these

Record Drawings to the Owner or Landscape Architect.

The Owner or Landscape Architect will review drawings and schedules only for conformance with the design of the Project and for compliance with the Contract Documents and Contract Drawings. The Contractor shall make any and all corrections required by the Owner or Landscape Architect.

Drawings shall be reviewed and returned within ten (10) working days of receipt of drawings at jobsite. Drawings and all supporting data, catalogs, or similar information shall be prepared by the Contractor or his suppliers and subcontractors but shall be submitted as instruments of the Contractor.

The Owner or Landscape Architect's review of drawings will be of a general nature and shall not relieve the Contractor from responsibility for errors and omissions of any sort, for deviations from Drawings or Specifications, or for conflict with the work of others that may result from such deviations. The Owner or Landscape Architect's review of drawings will not relieve the Contractor of responsibility to complete the work in accordance with the requirements of the Contract Documents.

After Notice of Award, the Contractor shall submit a Drawing Submittal Schedule to the Owner or Landscape Architect. The Contractor's drawing schedule shall be brought up to date from time to time to show the latest changes, omissions, and additions. The Schedule will be based on the Contractor's Construction Schedule and will show when the Contractor will submit the drawings and when he/she expects them to be returned so that construction activities shown on the Construction Schedule are not interrupted. There will be a minimum of three weeks between these two activities. Specific methods and routines for handling drawing reviews shall be established in advance within the general framework of the Contract Documents.

Work for which the Contractor's submittals are required shall not be started until the submittals have been reviewed and accepted in writing by the Owner or Landscape Architect. Any revision by the Contractor of a previously accepted submittal must be accepted in writing by the Owner or Landscape Architect before implementation.

SAMPLES

The Contractor shall, at his expense, furnish the Owner or Landscape Architect with samples of the various materials thereon specified in the Specification and Drawings. Samples shall be sent to the office of the Owner or Landscape Architect at the Contractor's expense.

PRODUCT DATA

The Contractor shall submit to the Owner or Landscape Architect product data for all items required by the Specification and Drawings to be furnished by the Contractor in accordance with the approved schedule.

SUBMITTAL SUMMARY TABLE

<i>Submittal Name</i>	<i>Required For</i>
Measurement and Payment	
▪ Schedule of Prices	A

▪ Project Invoices	A
Change Procedure	
▪ Change Requests	A
Schedule of Work	
▪ Construction Schedule	A
▪ Week Summary Reports	R
▪ Invoice Backup Information	R
Submittals and Substitutions	
▪ Submittal Schedule	A
Quality Control	
▪ Subcontractor Qualifications	A
Material and Equipment	
▪ Product Substitution Request (if applicable)	A
Closeout Procedures	
▪ Record Drawings	R
▪ Record Specifications	R
Warranties	
▪ Standard Warranties	R
▪ Special Warranties	R
<p>NOTES 1. This table is intended to summarize all submittals required by the Contract. Where a submittal is called for in the Specification or Contract but is not itemized herein, the number of copies and distribution will be same as similar documents listed unless directed otherwise by the Landscape Architect. 2. Legend A – Approval Required R – Project Record 3. The number and type of documents submitted for all submittals that include drawings will be as specified in the Submittals and Substitutions section or related sections.</p>	

QUALITY CONTROL

DESCRIPTION

This Section provides the requirements for Contract quality control (QC) pertaining to the Work, including:

1. QC of products and workmanship;
2. Manufacturer's instructions; and
3. Manufacturer's certificates and field services.

WORKMANSHIP

The Contractor shall comply with industry standards of the region, except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

The Contractor shall provide suitably-qualified personnel to produce work of specified quality.

The Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.

The Contractor shall provide materials to match approved samples.

MANUFACTURER'S INSTRUCTIONS

The Contractor shall require compliance with instructions in full detail, including each step in sequence. Should instructions conflict with the Contract Documents, the Contractor shall request clarification from the Landscape Architect before proceeding.

MANUFACTURER'S CERTIFICATES

When required in individual Specifications sections, the Contractor shall submit manufacturer's certificates, in duplicate, certifying that products meet or exceed specified requirements.

TESTING LABORATORY SERVICES (NIC)

The Contractor shall employ and pay for services of an independent testing laboratory to perform the material tests and other services required by the Specification and Drawings.

The services will be performed in accordance with the requirements of governing authorities and with specified standards.

The reports will be submitted to the Landscape Architect in duplicate giving observations and results of the tests, indicating the compliance or non-compliance with specified standards and with the Contract Documents.

The Contractor shall cooperate with testing laboratory personnel and furnish tools, samples of materials, design mix, equipment, storage, and assistance as requested.

The Contractor shall notify the Landscape Architect and the testing laboratory 24 hours prior to expected time for operations requiring testing services.

The Contractor shall make arrangements with the testing laboratory and pay for additional samples and tests for the Contractor's convenience.

MANUFACTURER'S FIELD SERVICES

When required by the manufacturer or Landscape Architect, the Contractor shall have the manufacturer provide a qualified representative to observe field conditions, conditions of surfaces and installation, and quality of workmanship as applicable and to make written report of observations and recommendations to the Owner or Landscape Architect.

AUTHORITY OF LANDSCAPE ARCHITECT

The Landscape Architect or Owner will decide all questions that may arise as to the quality and acceptability of materials furnished. All questions that may arise as to the interpretation of the Contract Drawing and Specifications shall be determined by the Landscape Architect.

The Landscape Architect 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 Landscape Architect will not be responsible for the Contractor's failure to perform the work

in accordance with the Contract Documents.

The Landscape Architect will not be responsible for the acts or omissions of the Contractor or any subcontractors, of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the work.

COORDINATION OF DRAWINGS AND SPECIFICATIONS

The Contractor shall take no advantage of any apparent error or omission in the Contract Drawings or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify the Landscape Architect. After consultation with the Landscape Architect, the Landscape Architect will make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Drawings and Specifications.

When general reference is made on the Contract Drawings or within the Specifications to any cited Standard Specifications, it shall refer to the current edition of such Specifications or the latest revision thereof or interim Specifications adopted and in effect on the date of Effective Date of Agreement. In the event of a conflict between the Contract Drawings and the specifications, the Landscape Architect shall be notified to provide a clarification to the Contractor.

COOPERATION WITH UTILITIES

The Contractor will notify all utility companies, all pipeline owners, or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practical.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be crossed, relocated or adjusted are to be moved by the Contractor or its designated agents, except as otherwise noted on the Contract Drawings. In the case of utility lines, the Contractor shall coordinate with the respective utilities for their removal and relocation.

Attention is directed to the possible existence of underground facilities not known to the Owner or Landscape Architect or in a location different from that which is shown on the Contract Drawings. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

INDEPENDENT TESTING AND INSPECTION (NIC)

The testing and/or inspection firm shall meet requirements specified herein.

1. Independent testing and inspection, when required by the contract, will be performed by an independent testing and/or inspection firm, hereinafter called "the firm", under the authority of a professional Landscape Architect, licensed by the state in which the project is located and within the discipline for which the test and/or inspection is being made. The firm shall be the Contractor's subcontractor. Unless otherwise specified herein, tests shall be performed in accordance with industry standards.
2. When material is proposed for use which is specified to be either certified or tested but cannot be identified with specific certification or test reports, the Landscape Architect may,

at its discretion, select random samples from the lot for testing.

These samples shall be prepared in accordance with the referenced test specification and furnished by the Contractor to the firm at the Contractor's expense. The number of samples and tests will be as specified. The cost of testing the samples shall be solely the responsibility of the Contractor.

REQUIREMENTS

The requirements for sampling and testing or inspection are specified in the Specifications and Drawings. The Contractor shall maintain a complete and up-to-date file of all quality control documentation at the jobsite.

MATERIAL AND EQUIPMENT

DESCRIPTION

This Specification Section includes the requirements for the transportation, handling, storage, and protection of materials and equipment as specified herein and in the various Sections of these Specifications. This Section also addresses the procedure for Contractor-proposed product substitutions.

MANUFACTURER REQUIREMENTS

In general, the Contractor shall receive, handle, and store materials and equipment in accordance with manufacturer's recommendations and in a manner which will protect such items from damage or deterioration.

GENERAL

Products include the material, equipment, and systems used on this Project. Comply with the Specifications, Drawings and referenced standards as minimum requirements.

TRANSPORTATION AND HANDLING

The Contractor shall receive, handle, and store materials and equipment supplied by him/her in a manner that will protect such items from damage or deterioration in accordance with procedures provided by manufacturers and the Owner.

Promptly inspect the shipments to assure that the products comply with requirements, the quantities are correct, and the products are undamaged.

STORAGE AND PROTECTION

Materials and equipment shall be stored off the ground on blocking or pallets and shall be covered for protection from vandalism and weather damage.

Materials and equipment shall be stored, tested, and cleaned prior to use, in accordance with the Specification and all specific manufacturers' requirements. Damaged or nonconforming items

shall be removed immediately to a separated storage area for expeditious removal from site.

The Contractor shall provide a secure outside storage area in the vicinity of the site.

SUBSTITUTIONS

Substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor or when deemed appropriate by the Owner or Landscape Architect.

Document each request with complete data substantiating the compliance of the proposed substitution with the Contract Documents.

The request constitutes a representation that the Contractor:

1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, the specified product.
2. Will provide the same warranty for substitution as for the specified product.
3. Will coordinate installation and make other changes which may be required for the Work to be complete in all respects.
4. Waives claims for additional costs which may subsequently become apparent.

Substitutions will be considered when they are indicated or implied on shop drawings or product data submittals without separate written request, or when acceptance will require substantial revision of the Contract Documents.

The Landscape Architect will determine acceptability of the proposed substitution and will notify the Contractor of acceptance or rejection in writing within a reasonable time.

Only one request for the substitution will be considered for each product. When substitution is not accepted, the Contractor shall provide the specified product.

REJECTED MATERIALS AND DEFECTIVE WORK

Materials furnished by the Contractor and condemned by the Landscape Architect as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor and shall not be made use of elsewhere in the work.

Any errors, defects, or omissions in the execution of work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Owner or Landscape Architect.

The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect error, omission or act of the Contractor or his employees, as determined by the Landscape Architect, occurring previous to the final payment.

PROJECT CLOSEOUT

DESCRIPTION

This Section specifies administrative and procedural requirements for the project closeout including, but not limited to:

1. Project record document (as-built drawings) submittal.

Record Drawings (As-Built)

Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Upon completion of work, submit record drawings to the Landscape Architect.

Record Specifications

Maintain one complete copy of the Project Manual, including addenda. Mark these documents to show substantial variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data. Upon completion of the Work, submit record Specifications to the Landscape Architect.

Test Results

A copy of all test reports signed by authorized official of testing laboratory that a material, product, or system identical to the material, product, or system to be provided has been tested in accord with specified requirements.

REMOVAL OF PROTECTION

Remove temporary protection and facilities installed for protection of the Work during construction. Erosion and sediment control measures and best management practices can be removed after permanent measures have been established.

WARRANTIES

DESCRIPTION

This Section specifies general administration and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on

products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials;
2. General closeout requirements are included in Section "Project Closeout"; and
3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the specifications and Drawings.

Disclaimers and Limitations

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

DEFINITIONS

Standard Warranties

Standard product warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Landscape Architect.

Special Warranties

Special warranties are written required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Landscape Architect.

WARRANTY REQUIREMENTS

Related Damages and Losses

When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for corrections of warranted Work.

Reinstatement of Warranty

When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost

Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Landscape Architect has benefited from use of the Work through a portion of its anticipated useful service life.

Owner's Recourse

Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights and remedies.

Rejection of Warranties

The Landscape Architect reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents. The Landscape Architect reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so.

All warranties shall be submitted to the Owner in accordance with conditions of the Contract and the Submittals.

WARRANTY PERIOD

All warranties required by the Contract documents shall commence on the date of Final Acceptance.

END OF SECTION

**SECTION 02001
MOBILIZATION/DEMobilIZATION**

PART 1 - GENERAL

1.01 Work Included

- A. Provide all facilities, labor, materials, tools, equipment, appliances, transportation, supervision, and supplies necessary to complete the Work under this project. The Work includes, but is not necessarily limited to:
 - 1. Protection of adjacent properties in the vicinity of all work areas, as directed by Landscape Architect.
 - 2. All required bonds and insurance.
 - 3. Site cleanup and restoration.
 - 4. All notifications required by law and/or regulations.
 - 5. All required submittals.

1.02 Related Work Specified Elsewhere

- A. Site Preparation and Demolition- Section 02100

1.03 Applicable Laws and Regulations

- A. The Contractor shall comply with all applicable rules and regulations relative to Work on this project promulgated by the Owner and enforced by its departments, including but not limited to the Building Department and Board of Health.
- B. The Contractor shall obtain required permits and make all required notifications, including payment of any associated fees.
- C. The Contractor shall notify affected utility companies, including Dig Safe, before starting work and comply with their requirements.

1.04 Project Site Conditions

- A. Site conditions existing at time of the Pre-Construction conference shall be maintained insofar as practical.
- B. Variations of conditions or discrepancies in actual conditions as they apply to site operations shall be brought to the attention of the Landscape Architect prior to the commencement of any site work.

- C. The use of explosives shall not be permitted.

1.05 Submittals

- A. The Contractor shall submit to the Landscape Architect all required permits, and all other information related to the Work to be performed under this project in accordance with the General Conditions.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.01 Protection

- A. The Contractor shall protect existing trees, monuments, existing improvements, adjacent property, and facilities from damage.
- B. The Contractor shall conduct operations with a minimum of interference to public or private accesses and facilities. Maintain site access and egress at all times and clean and keep clear all roadways daily, or as required by the governing authority. At such times deemed necessary by the Landscape Architect, dust control shall be provided with equipment provided by the Contractor.
- C. The Contractor shall protect benchmarks, property corners, groundwater monitoring wells, and all other survey monuments from damage or displacement. If a marker needs to be removed, it shall be referenced by a licensed land surveyor and replaced, as necessary, by the same.

3.02 Site Maintenance & Cleanup

- A. The project site shall be maintained in a neat and orderly fashion throughout the duration of the project. All wastes generated during construction activities shall be containerized.
- B. Upon completion of work, the Contractor shall remove all equipment, supplies, excess and waste materials, etc., and restore the Site to its pre-construction condition, to the satisfaction of the Landscape Architect.

3.03 Site Security

- A. Contractor shall be responsible for maintaining the security of the Site to protect his own equipment, supplies and all work areas which may pose a health or safety risk to the Public.

END OF SECTION

**SECTION 02100
SITE PREPARATION AND DEMOLITION**

PART 1—GENERAL

1.01 Description

- A. The Contractor shall provide all facilities, labor, materials, tools, equipment, appliances, transportation, supervision, and related work necessary to complete the Work specified in this section, and as shown on the Drawings.
- B. The Contractor shall perform all work under this section of the specifications subject to the General Conditions and Supplementary Conditions of the Contract.
- C. The Work of this section includes, but is not necessarily limited to:
 - 1. Protection of existing vegetation, trees indicated on the Drawings.
 - 2. Removal and disposal of chain link fence and mesh.
 - 3. Removal and stockpiling of dog park features.
 - 4. Removal and disposal of existing benches and flag pole.
 - 5. Removal and disposal of stumps.
 - 6. Disconnecting, capping or sealing, and abandoning site utilities in place.
 - 7. Disconnecting, capping or sealing, and removing site utilities.
 - 8. Removal of abandoned piping, wire fencing, fence posts and any other debris not previously disposed of.

1.02 Related Sections

- A. The Contractor shall carefully examine all of the Contract Documents for requirements which affect the work in this section. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
 - 1. Earthwork – See Section 02200
 - 2. Bituminous Concrete Paving – See Section 02510
 - 3. Cast in Place Concrete – See Section 03300

1.03 Materials Ownership

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

1.04 Submittals

- A. Photographs or videotape, sufficiently detailed, of existing conditions of trees and plantings, adjoining construction, and site improvements that might be misconstrued as damage caused by site clearing.
- B. Record drawings according to Division 1 Section "Contract Closeout." Identify and accurately locate existing utilities to remain and capped utilities and other subsurface structural, electrical, and mechanical conditions.

1.05 Laws and Regulations

- A. The Contractor shall conform to applicable codes for dust and runoff control.
- B. The Contractor shall obtain required permits and licenses from authorities. Pay associated fees including disposal charges, if applicable.
- C. The Contractor shall notify affected utility companies before starting work and comply with their requirements.
- D. The Contractor shall not close or obstruct roadways, sidewalks or hydrants without permits.
- E. The Contractor shall conform to applicable regulatory procedures when discovering hazardous or contaminated materials.
- F. The Contractor shall conform to the State of Rhode Island Department of Transportation, Division of Public Works, Standard Specifications for Road and Bridge Construction, and current Addenda.

1.06 Environmental Requirements

The Contractor shall construct temporary erosion control systems as shown on the plans or as directed by the Landscape Architect to protect adjacent properties and water resources from erosion and sedimentation.

1.07 Project Conditions

- A. Conditions existing at time of inspection for bidding purposes shall be maintained by Owner in so far as practical.

- B. Variations to conditions or discrepancies in actual conditions as they apply to site preparation operations shall be brought to the attention of the Owner prior to the commencement of any site work.
- C. The Contractor shall be responsible for all cutting and patching required by the Work. All surfaces and finishes shall be restored using materials and methods necessary to equal original conditions.
- D. The use of explosives shall not be permitted without the Owner's written permission.
- E. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- F. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated. Materials not specifically identified for salvage shall become the property of the contractor and shall be legally disposed of off-site.
- G. Notify utility locator service for area where Project is located before site demolition.
- H. Comply with all regulations including "Dig Safe" requirements.

PART 2—PRODUCTS

2.01 Soil Materials

- A. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section "Earthwork."
 - 1. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

2.02 Concrete Materials

- A. Requirements for portland cement concrete materials are specified in Section "Cast in Place Concrete."

2.03 Barrier Devices

- A. Install barriers and security devices, including temporary fence, as needed for protection and control of vehicular and pedestrian traffic.

PART 3—EXECUTION

3.01 Protection

- A. Before demolition begins, the Contractor shall protect indicated trees and areas to remain as shown on the Demolition Plans. Tree protection will consist of orange construction fence. The location of tree protection is determined from the diameter of the tree in inches converted to a radius in feet unless noted differently on the plans. This method shall prevent damage to the trunk, foliage and root system by construction equipment and procedures. Fencing shall be maintained by the Contractor.
- B. The Contractor shall protect other plants, monuments, existing improvements, adjacent property, and facilities from damage.
- C. The Contractor shall be responsible, at his cost, to repair or replace immediately any damage to existing trees or root systems that are to remain. The Contractor shall hire a licensed arborist to determine the repair and replacement needs and methods.
- D. The Contractor shall replace damaged trees and shrubs designated to remain with the same size and species.
- E. The Contractor shall conduct operations with a minimum of interference to public or private accesses and facilities. Maintain access and egress at all times and clean or sweep any roadways daily or as required by the governing authority. At such times as deemed necessary by the Owner, dust control shall be provided with equipment provided by the Contractor.
- F. The Contractor shall protect benchmarks, property corners and all other survey monuments from damage or displacement. If a marker needs to be removed, it shall be referenced by a licensed land surveyor and replaced, as necessary, by the same.
- G. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.02 Utilities

- A. The Contractor shall locate and identify existing utilities that are to remain and protect them from damage.

- B. The Contractor shall notify all corporations, companies, individuals or local authorities owning, or having jurisdiction over, utilities running to, through or across areas disturbed by demolition operations.
- C. The Contractor shall have all utility services disconnected at service mains in accordance with requirements governing the utility involved.
- D. The Contractor shall locate, identify, disconnect, and seal or cap off utilities indicated to be removed.
- E. Remove all abandoned utilities from beneath buildings, structures, slabs, footings and utilities. Refill excavations with compacted granular fill. Abandoned utilities outside of the Work areas may be left in place. Abandoned utilities shall be plugged at the limit of excavation with cast-in-place concrete that completely fills the pipe or conduit for a distance of two pipe diameters or more.
- F. Abandoned catch basins, manholes, vaults or similar below grade structures shall be removed in their entirety and the resulting depressions refilled with compacted granular fill.

3.03 Grubbing (NIC)

- A. The Contractor shall completely grub the area within the clearing limits to completely remove stumps and root systems to a depth of 18" below exposed subgrade.
- B. Depressions from the removal of stumps or roots shall be filled and compacted with approved on site material.
 - 1. Place fill material in horizontal layers not exceeding eight inch loose depth, and compact each layer to a density equal to adjacent original ground.

3.04 Topsoil Stripping (NIC)

- A. Strip topsoil in its entirety in a manner to prevent intermingling with underlying subsoil or other waste materials. Stockpile **on site** for re-use.
 - 1. Strip surface soil of unsuitable topsoil, including trash, pavement, debris, building materials, weeds, roots, and other waste materials. Dispose of off-site.
- B. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile topsoil for re-spreading on-site. There is no excess topsoil on site. **Additional offsite topsoil will be necessary.**

3.05 Site Improvements

- A. Remove existing above and below grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving, curbs, and aggregate base as indicated.
 - 1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement at nearest control or construction joint to remain before removing existing pavement. Saw-cut faces vertically.
- C. Except where fence posts are installed in wall or curb, remove posts completely, including the entire footings. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet or spongy subgrade surfaces. Where posts are installed in curb or wall, cut posts ½” below adjoining concrete surface.

3.06 Disposal

- A. Disposal: Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, pavement, slabs on grade, building materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.

3.07 Potential Contamination—Soils

- A. The Contractor’s attention is directed to his obligations related to potentially contaminated soils.

END OF SECTION

**SECTION 02200
EARTHWORK**

PART 1—GENERAL

1.01 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Referenced ASTM requirements.
- C. The State of Rhode Island Department of Transportation, Division of Public Works, Standard Specifications for Road and Bridge Construction, and current Addenda.

1.02 Summary

- A. This Section includes the following:
 - 1. Excavation, fill, grading and preparing subgrades for slabs-on-grade, walks, pavements, lawns, and plantings.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Drainage course for slabs-on-grade.
 - 4. Subbase course for concrete walks and pavements.
 - 5. Base course for asphalt paving.
 - 6. Subsurface drainage backfill for walls and trenches.
 - 7. Excavating and backfilling trenches within building lines.
 - 8. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.
 - 9. Excavation and removal of peat and other unsuitable materials and replacement with compacted fill and backfill.
 - 10. All excavation is "unclassified." Separate or additional payment will not be made for the excavation, removal and replacement with granular fill of bedrock or boulders if encountered.
- B. Related Sections include the following:
 - 1. Section "General Conditions."
 - 2. Section "Site Clearing" for site stripping, grubbing, removing topsoil, and protecting trees to remain.
 - 3. Section "Dewatering" for lowering and disposing of ground water during construction.
 - 4. Section "Excavation Support and Protection."
 - 5. Section "Landscaping" for finish grading, including placing and preparing topsoil for lawns and plantings.
 - 6. Section "Cast-in-Place Concrete" for granular course over vapor retarder.

1.03 Rock Removal Limits

- A. Rock Removal: Minimum rock removal limits are as specified below:
 - 1. 24 inches outside of concrete forms other than at footings.
 - 2. 12 inches outside of concrete forms at footings.
 - 3. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - 4. 6 inches beneath bottom of concrete slabs on grade.
 - 5. 6 inches beneath pipe in trenches for pipes 18 inches nominal diameter and 12 inches beneath pipes in trenches for pipes greater than 18 inches in nominal diameter.
 - 6. The greater of 24 inches wider than pipe or 42 inches wide.
- B. Rock excavation and removal includes replacement with granular fill.
- C. All excavation is "unclassified." Separate or additional payment will not be made for the excavation of bedrock or boulders if encountered. **Rock and boulders shall be removed unless advised by the Landscape Architect.**

1.04 Definitions

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Landscape Architect . Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Landscape Architect . Unauthorized excavation, as well as remedial work directed by Landscape Architect , shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.

- H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering or ripping.
- I. Peat: Any soil classified as Pt or OH by the Unified Soil Classification System or any other soft or compressible soil or soil with more than 5% organic (by weight) content.
- J. Unsuitable Materials: Unsatisfactory soils - any soil too soft, too wet or too compressible to support the various building, utility or site loads which will likely be applied; or any fill material containing refuse, debris, ashes, cinders, building rubble, construction materials, wood, trash, organic material or other material in sufficient quantities which, in the opinion of the Landscape Architect, would render the soil unacceptable to support the various building utility or site loads which are likely to be applied.
- K. Granular Fill: Borrow or on-site material conforming to the specified gradation requirements for use as fill to bring the site to subgrade or for refill of excavations made to remove peat or other unsuitable materials.
- L. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- M. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement or walk.
- N. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- O. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.05 Submittals

- A. Product Data: For the following:
 - 1. Plastic warning tape.
 - 2. Drainage fabric.
 - 3. Separation fabric.
- B. Samples: For the following:
 - 1. 10-lb samples, sealed in airtight containers, of each proposed soil material from on-site or borrow sources, delivered to testing agency.
 - 2. 12-by-12-inch sample of drainage fabric.
 - 3. 12-by-12-inch sample of separation fabric.

- C. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
 2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.06 Quality Assurance

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.07 Project Conditions

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Landscape Architect and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Landscape Architect's written permission.
 3. Contact utility-locator service for area where Project is located before excavating.
 4. Comply with all regulations including "Dig Safe" requirements.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- C. All excavations are "unclassified."
- D. Blasting is not permitted.
- E. Separation Fabric: Woven geotextile, specifically manufactured for use as a separation geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 200 lbf; ASTM D 4632.
 2. Tear Strength: 75 lbf ASTM D 4533.
 3. Puncture Resistance: 90 lbf; ASTM D 4833.
 4. Water Flow Rate: 4 gpm per sq. ft.; ASTM D 4491.
 5. Apparent Opening Size: No. 30; ASTM D 4751.

- F. The Contractor is responsible to field verify and become familiar with all field conditions which may affect the performance of the specified work.
- G. The Contractor is responsible to document existing trees and site improvements adjacent to and in the construction area to establish pre-construction conditions which might be misconstrued as damaged during subsequent construction activities.
 - 1. Documentation shall be sufficiently detailed photographs or videotapes provided to the owner prior to starting construction activities.
- H. Work includes all excavation necessary to provide a fully complete and functional facility in accordance with the plans and specifications
- I. It is the Contractor's responsibility to contact DIG SAFE
- J. Contractor shall not start construction activities until temporary erosion and sedimentation control and tree protection measures are in place.

1.08 Protection

- A. Provide temporary barricades and other forms of protection as required to provide free and safe passage of owner's personnel and visitors to and from the site.
- B. Remove protection upon completion of required work.
- C. No utility trench shall be left open overnight.
- D. Any damage to existing utilities, drainage components or other site improvements caused by neglect or carelessness on the part of the Contractor, is to be repaired immediately in a manner satisfactorily to the Owner and at no additional cost to the Owner.

1.09 Material Ownership

- A. Stripped topsoil and other materials indicated to be stockpiled remain the Owner's property and will be moved and stored at a location as directed by the Owner.
- B. All material which is not the Owner's and is not required for the completion of the project, will be removed from the site and properly disposed of.

PART 2- PRODUCTS

2.01 Soil Materials

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW and SP, or a combination of these group symbols; free of rock or gravel larger than three inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SM, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols. Unsatisfactory soils also include satisfactory soils not maintained within two percent of optimum moisture content at time of compaction.
- D. Backfill Outside of Structure Limits: Satisfactory soil materials conforming to the State Standards for "Common Borrow."
- E. Subbase: Naturally or artificially graded mixture of natural or processed and washed crushed gravel, crushed stone, and natural or crushed sand; conforming to the State Standards for "gravel borrow."
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; conforming to the State Standards for "Crushed Stone" or "Crushed Gravel," M.0 1.09. Gradation II.
- G. Landscape Architected Fill: Naturally or artificially graded mixture of natural or crushed and washed gravel, crushed stone, and natural or crushed sand; conforming to the State Standards for "Gravel Borrow."
- H. Bedding: Artificially graded mixture of crushed and washed gravel, crushed and washed stone, conforming to the State Standards for "Bedding Material," M.0 1.04.
- I. Drainage Fill: Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2- inch sieve and 0 to 5 percent passing a No. 8 sieve.
- J. Filter Material: Processed and washed, narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- K. Impervious Fill: Bentonite and sand mixture consisting of 5% processed commercial bentonite and 95% sand capable of compacting to a dense state.
- L. Granular Fill: Granular fill placed beneath structures and footings, within the foundation zone as shown on the drawings; within the top 48 inches below utilities, and slabs on grade; and within the top 24 inches beneath walks and

pavement shall be considered "Landscape Architected Fill" and shall conform to the State Standards for "Gravel Borrow." Granular fill placed outside of the above specified limits shall conform to the State Standards for "Common Borrow." Granular fill may be suitable material from on-site excavations specifically approved by the Landscape Architect for re-use and such additional quantities from off-site sources as required to complete the fill placement to subgrade or the indicated site grades, whichever is higher in elevation.

- M. Sand: Natural or processed material conforming to the requirements of ASTM C-33 fine aggregate.

2.02 Accessories

- A. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum six inches wide and four mils thick, continuously inscribed With a description of utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems and storm drains.
- B. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
 - 1. Grab Tensile Strength: 110 lbf; ASTM D 4632.
 - 2. Tear Strength: 40 lbf; ASTM D 4533.
 - 3. Puncture Resistance: 50 lbf ASTM D 4833.
 - 4. Water Flow Rate: 150 gpm per sq. ft.; ASTM D 4491.
 - 5. Apparent Opening Size: No. 50; ASTM D 4751.

PART 3- EXECUTION

3.01 Preparation

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrades and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.

- C. Construct and maintain erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways. Refer to Section "Erosion Control" for detailed specifications and requirements.
- D. Construct and maintain stormwater control measures.

3.02 Dewatering

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.
- C. Refer to Section "Dewatering" for detailed specifications and requirements.

3.03 Explosives

- A. Do not use explosives.

3.04 Excavation, General

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Segregate and stockpile separately satisfactory materials for re-use.

3.05 Excavation for Removal of Peat and Unsuitable Materials

- A. Peat and unsuitable materials shall be removed completely from beneath structures and utilities and within the park.
- B. The Contractor shall perform such excavations as necessary to completely remove the peat and all other unsuitable material to such limits as directed by the Landscape Architect . The Contractor shall provide all sheeting, shoring and excavation support; perform all dewatering and control and diversion of water; provide all shoring and support necessary to protect roads, walks, public and private property, utilities and any structures and facilities to remain; dispose of all peat and unsuitable material off-site; refill excavations with compacted

granular fill; and provide sufficient quantities of common borrow and gravel borrow as necessary to bring the site to subgrade or the indicated site grade, whichever is higher in elevation.

3.06 Excavation for Structures

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus one inch. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus one inch. Do not disturb bottom of excavations intended for bearing surface. In areas of fill or refill, the site shall be brought to a minimum of 24 inches above the required bottom of footing, then excavations made to the required depths.

3.07 Excavation for Walks and Pavements

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

3.08 Excavation for Utility Trenches

- A. In areas of fill or refill, the site shall be brought to a minimum of 24 inches above invert, and then excavations made to the required depths.
- B. Excavate trenches to indicated gradients, lines, depths, and elevations.
 - 1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- C. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit, unless otherwise indicated.
 - 1. Clearance: 12 inches on each side of pipe or conduit or such additional width to install sheeting, shoring or trench boxes.
- D. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than six inches in nominal diameter and flat-bottomed, multiple duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.

2. For pipes and conduit six inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
 3. Excavate trenches six inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- E. Trench Bottoms: Excavate trenches 12 inches deeper than bottom of pipe elevation to allow for bedding course. Hand excavate bedding for bell of pipe.
1. Excavate trenches 12 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.09 Approval of Subgrade

- A. Notify Landscape Architect when excavations have reached required subgrade.
- B. If Landscape Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted granular fill material as directed.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Landscape Architect .

3.10 Unauthorized Excavations

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill shall be used when directed by Landscape Architect.
 1. Fill unauthorized excavations under other construction or utility pipe with compacted gravel or as otherwise directed by Landscape Architect.

3.11 Storage of Soil Materials

- A. Stockpile borrow materials and satisfactory excavated soil materials **on site for re-use**. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.
 2. Unsuitable materials shall not be stockpiled on-site. Remove unsuitable materials within 72 hours of excavation.

3.12 Backfill

- A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Inspecting and testing underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.13 Utility Trench Backfill

- A. Place and compact bedding course on trench bottoms and around the lower half of pipe (or lower quadrant of pipe for pipes 36 inches or greater in diameter) as indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- B. Provide four inch- thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of four inches of concrete before backfilling or placing roadway subbase.
- C. Place and compact initial backfill of subbase material, free of particles larger than one inch, to a height of twelve inches over the utility pipe or conduit.
 1. Place and compact material carefully under pipe haunches in 6-inch lifts and bring backfill evenly up on both sides and along the full length of utility piping or conduit to avoid damage or displacement of utility system.
- D. Coordinate backfilling with utilities testing.
- E. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- F. Place and compact final backfill of satisfactory soil material to final subgrade.
- G. Install warning tape directly above utilities, thirty inches below finished grade, except six inches below subgrade under pavements and slabs.

3.14 Fill

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

3. Under steps and ramps, use satisfactory soil material.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

3.15 Moisture Control

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

3.16 Compaction of Backfills and Fills

- A. Place backfill and fill materials in layers not more than eight inches in loose depth for material compacted by heavy compaction equipment, and not more than four inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 1. Under structures, building slabs, steps, and pavements, scarify and re-compact top twelve inches of existing subgrade and each layer of backfill or fill material at 95 percent.
 2. Under walkways, scarify and re-compact top six inches below subgrade and compact each layer of backfill or fill material at 92 percent.
 3. Under lawn or unpaved areas, scarify and re-compact top six inches below subgrade and compact each layer of backfill or fill material at 85 percent.

3.17 Grading

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

2. Walks: Plus or minus one inch.
 3. Pavements: Plus or minus ½ inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of ½ inch when tested with a ten foot straightedge.

3.18 Subsurface Drainage

- A. Drainage Piping: Drainage pipe is specified in Section "Storm Water Drainage Systems."
- B. Subsurface Drain: Place a layer of drainage fabric around perimeter of drainage trench as indicated. Place a six inch course of filter material on drainage fabric to support drainage pipe. Encase drainage pipe (top, bottom and sides) in a minimum of six inches of filter material and wrap in drainage fabric, overlapping sides and ends at least six inches.
1. Compact each course of filter material to 95 percent of maximum dry unit weight according to ASTM D 698.
- C. Drainage Backfill: Place and compact filter material over subsurface drain, to limits indicated, to within twelve inches of final subgrade. Overlay drainage backfill with one layer of drainage fabric, overlapping sides and ends at least six inches.
1. Compact each course of filter material to 95 percent of maximum dry density according to ASTM D 698.

3.19 Subbase and Base Courses

- A. Under pavements and walks, place subbase course on prepared subgrade and as follows:
1. Place base course material over subbase.
 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 3. Shape subbase and base to required crown elevations and cross-slope grades.
 4. When thickness of compacted subbase or base course is eight inches or less, place materials in a single layer.
 5. When thickness of compacted subbase or base course exceeds eight inches, place materials in equal layers, with no layer more than eight inches thick or less than four inches thick when compacted.
- B. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least twelve inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.20 Drainage Course

- A. Under slabs-on-grade, place drainage course on prepared subgrade and as follows:
 - 1. Compact drainage course to required cross sections and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 698.
 - 2. When compacted thickness of drainage course is six inches or less, place materials in a single layer.
 - 3. When compacted thickness of drainage course exceeds six inches, place materials in equal layers, with no layer more than six inches thick or less than three inches thick when compacted.

3.21 Protection

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

END OF SECTION

SECTION 02775 WATER DISTRIBUTION

PART 1 GENERAL

1.01 Related Documents

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

1.02 Description of Work

- A. This Section includes all labor, materials and equipment required to complete the following:
1. 1-1/2" 200 PSI HDPE service from existing HDPE line to valve box, as indicated on Materials Sheet **L-4** and notes on Detail Sheets.
 2. Valves, valve boxes and related fittings.
 3. ½" copper line from valve book to drinking water fountain

1.03 Related Work

- A. Other specification sections which directly relate to the work of this section include, but are not limited to, the following:
1. Section 02300 - Earthwork.

1.04 Submittals

- A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.
1. Product data for pipe, fittings, valves and valve boxes.

1.05 Special Requirements

- A. Before commencing work, field-check the existing elevations and topography shown on the plan. Report any discrepancies which will affect the work of this contract to the Landscape Architect in writing. Commencement of work will be implied to mean acceptance. No adjustments will be made for discrepancies brought to the Landscape Architect's attention after work has begun.
- B. The Contractor shall carefully protect from disturbance or damage all land monuments until an authorized agent has witnessed or otherwise referenced their location, and shall not remove or destroy them without proper authorization from the Landscape Architect.
- C. Existing buried utilities are indicated in the vicinity of new construction. The Contractor shall examine all contract drawings and available information and drawings of the existing building. Take care to avoid damage to, or interruption of, utilities scheduled to remain.

- D. Should unexpected soil or subsurface conditions or discrepancies between plans and layout work occur, contact the Landscape Architect before proceeding with any work in the area.
- E. Protect open excavations with fencing, warning lights, and/or other suitable safeguards.
- F. Contractor shall include in his Bid all fees required for installing and connecting water distribution system.

PART 2 PRODUCTS

2.01 Standards

- A. Materials shall be in accordance with the specifications of the American Water Works Association (AWWA) and the American National Standards Institute (ANSI).

2.02 Materials

- A. PEX Tubing:
 - 1. Water pipe smaller than one (1) inch shall be PEX tubing conforming to ASTM F 876 Standard Specification for crosslinked polyethylene PEX Water Tubing.
 - 2. Fittings shall be compression type approved by Pawtucket Water and conforming to ASTM F1807/F1960/F2080/F2098/F2159 standards.
- B. Copper Tubing:
 - 1. Water pipe smaller than four (4) inches can be hard drawn copper tubing conforming to ASTM B 88 Standard Specification for Seamless Copper Water Tubing, Type K.
 - 3. Fittings shall be compression type approved by Pawtucket Water and conforming to ASTM B62 and AWWA C 800-66.
- C. HDPE valve for drinking water fountain.

PART 3 EXECUTION

3.01 Storage

- A. All pipes shall be handled and stored in such manner as to avoid deformation or other injury thereto. No pipe shall be placed within pipe of larger size. Pipe and fittings shall be stored on sills above storm drainage level.

3.02 Construction

- A. Pipe Laying: the interior of the pipe shall be clean and joint surfaces wiped clean and dry when the pipe is lowered into the trench. Each pipe, fitting and valve shall be lowered into the trench carefully and laid true to line and without abrupt change in

grade. The depth of cover below finished grade shall be not less than **five feet**. Water or dirt shall not be allowed to enter the pipe after laying. A water-tight plug shall be inserted in the open end of the pipe when pipe installations are not in progress. Pipe shall be handled and installed in compliance with the manufacturer's published directions.

- B. If blocks are placed under the pipe while laying, they shall be removed so that pipe bears on the trench bottom for its full length. Backfill shall be tamped firmly around the sides of the pipe and with special care under valves and fittings.
- C. Lean-mix concrete thrust blocks shall be installed between the disturbed trench face and bends to prevent pipe movement. Where soil is not firm, approved tie rods and collars shall be provided in lieu of concrete thrust blocks and painted with coal-tar pitch varnish after placing.
- D. Before setting each valve, the Contractor shall examine the valve to assure that the interior is clean and test opening and closing. Valves and stops shall be set with stems plumb and at the exact locations shown on the plans. Valves and boxes shall be plumb with tops at finished grade.
- E. Before joints are covered, the pipe shall be filled with water, opening a faucet or providing other outlets as necessary for expelling air.

3.03 Testing

- A. After pipe has been laid, the joints completed and the trench partially backfilled, leaving the joints exposed for examination, the newly laid piping, or any valved section of piping, shall, unless otherwise specified, be subjected to hydrostatic pressure test of 150 pounds per square inch for one hour. Defective pipes, joints, fittings, valves and hydrants disclosed in the pressure test shall be replaced by the Contractor with sound material and the test shall be repeated until the test results are satisfactory to Pawtucket Water.
- B. Where an actual visible inspection of each joint cannot be made, because of the necessity of immediate backfilling, suitable means shall be provided by the Contractor for determining the quantity of water lost by leakage under normal operating pressure. Allowable leakage shall be within the limits of Table 3, Section 13 of AWWA Standard 0600-64.

3.04 Disinfection of Water Mains

- A. After testing of the new water mains is complete and the work has been approved by Pawtucket Water, the Contractor shall disinfect the new mains with water containing not less than 50 parts per million of chlorine in accordance with AWWA C601-54.

3.05 As-built Drawings

- A. As work progresses, record on one set of plans all changes and deviations from contract drawings in size, line and grade. Make sufficient measurements to locate the work completed. Deliver the plans to the Landscape Architect.

END OF SECTION

**SECTION 02800
SITE FURNISHINGS**

PART 1 GENERAL

1.01 Related Documents

- A. The General Documents, as listed on the Table of Contents shall be included in and made a part of this Section.
- B. Examine all Contract Documents and all other Sections of the Specifications for requirements therein affecting the work of this trade.

1.02 Summary

- A. The work of this Section consists of providing all labor, equipment, materials, incidental work, and construction methods necessary to furnish and install designated Site Improvements and related items as indicated on the Contract Documents, as specified in this Section, and includes, but is not limited to, the following:
 - 1. Boulders;
 - 2. Benches;
 - 3. Drinking Water Fountains;
 - 4. Trunk Feature;
 - 5. Existing Dog Park features (pipes only)

1.03 Related Work Under Other Sections

- A. The following items of related work are specified and included in other Sections of the Specifications:
 - 1. Section 02100 - SITE PREPARATION AND DEMOLITION
 - 2. Section 02200 - EARTHWORK
 - 3. Section 03300 – SITE CAST-IN-PLACE CONCRETE

1.04 References

- A. The following standards shall apply to the work of this Section:
 - 1. State of Rhode Island Department of Transportation (RIDOT): Spec. Standard Specifications for Roads, Bridges, and Incidental Construction
 - 2. ASTM: American Society for Testing and Materials
- B. National Concrete Masonry Association Standard "Specifications for the Design and Construction of Load Bearing Concrete Masonry." (NCMA)
- C. "Recommended Practices for Cold Weather Masonry Construction" by the International Masonry Industry All-Weather Council.

- D. ACI: American Concrete Institute 530-99/530.1-99 Building Code Regulations for Masonry Structures and Specifications for Masonry Structures and Commentaries
- E. ASTM: American Society for Testing and Materials
 - A82-97a Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
 - A153/ Standard Specification for Zinc Coating (Hot-dip) on Iron and A153M Steel Hardware
 - A276 Standard Specification for Stainless Steel Bars and Shapes
 - B5 Standard Specification for High Conductivity Tough-Pitch Copper Refinery Shapes
 - B101 Standard Specification for Lead-Coated Copper Sheet and Strip for Building Construction
 - B370 Standard Specification for Copper Sheet and Strip for Building Construction.
 - C31/C31M Standard Specification for Making and Curing Concrete Test Specimens in the Field
 - C62 Standard Specification for Building Brick (Solid Masonry Units Made from Clay or Shale)
 - C67 Standard Test method for Sampling and Testing Brick and Structural Clay Tile
 - C90 Standard Specification for Loadbearing Concrete Masonry Units
 - C144 Standard Specification for Aggregate for Mortar Masonry
 - C150 Standard Specification for Portland Cement
 - C207 Standard Specification for Hydrated lime for Masonry Purposes
 - C216 Standard Specification for Facing Brick
 - C260 Standard Specification for Air-entraining Admixtures for Concrete
 - C270 Standard Specification for Mortar for Unit Masonry
 - C426 Standard Test Method for Linear Drying Shrinkage for Concrete Masonry Units
 - C827 Standard Test Method for change in Height at Early Ages of Cylindrical specimens from Cementitious Mixtures

1.05

Submittals

- A. Manufacturer's Literature: Submit copies of each of manufacturer's material descriptions, dimensions, details, and installation instructions for the following. Submit manufacturer's material descriptions for primer coat and finish coat.
 - 1. Boulders;
 - 2. Benches;
 - 3. Drinking Water Fountains
 - 4. Dog Features
- B. Complete Shop Drawings for the following:
 - 1. Shop Drawings for installation of the drinking water fountain.

1.06

Quality Standards

- A. Workmanship and finish shall be equal to the best practice of modern shops for each item of work. Metal fabrication shall be accomplished using the highest standards of workmanship. All work shall be executed by experienced mechanics, shall conform to the requirements of the Contract Documents, and meet the following requirements.
1. Individual metal pieces shall be saw cut and carefully fitted together.
 2. Sections shall be well formed to shape and size with sharp lines and angles; curved work shall be sprung evenly to curves.
 3. Exposed surfaces shall have a smooth finish and sharp, well defined lines and arises.
 4. Grind all edges of bars and plates completely free from nicks and machine marks, prior to galvanizing, shop priming, or finishing.
 5. All surfaces and connections of metal items shall be without visible grinding marks, surface differentiation or variation.
 6. All fabricated metal items shall be fine sanded throughout to produce a high standard of surface smoothness.
 7. Castings shall have sharp corners and edges and shall be clean, smooth and true to pattern.
 8. Welding shall be continuous and shall extend for the entire length of the joints except where specifically indicated on the Contract Documents. All exposed welds shall be ground smooth.
 9. The use of gas cutting torch in the field for correcting fabrication errors will be permitted only when the prior written approval of the Owner's Representative has been obtained for each specific condition.
 10. Weld with uncoated wire to prevent flux deposits. If coated wire is used, all flux residue shall be thoroughly removed and bare white metal exposed, prior to galvanization, if applicable. Where overlapping surfaces are welded, seal off contact area by welding all edges around contact area.
 11. All welds shall be water tight.
 12. All shop connections shall be full seam welded and ground flush and smooth. Field connections bolted unless otherwise permitted as indicated in this Section 02800, Site Furnishings. Draw up all threaded connections tightly, after buttering same with pipe joint compound, to exclude water. Deform threads to prevent loosening for all exposed connections subject to vandalism.

1.07

General Installation

- A. Where anchors, bolts or fasteners are exposed, they shall be configured or secured in such a way as to prevent their casual removal by use of vandal-proof heads or fastenings unless otherwise specified on Drawings.
- B. All metal inserts, anchor slots, anchors, anchor bolts, fastenings, and other fastening devices, for attachment of site improvement items to pavements,

except as otherwise specified under other Sections of this Specification, shall be in specified, provided, delivered installed and paid for under the work of this Section 02800, Site Furnishings.

- C. Unless specifically called out in the Contract Documents, galvanized steel or cast iron sections to be joined shall not be welded after galvanizing but shall be mechanically attached by means of unexposed sleeves and fasteners sufficient to provide secure attachment under normal usage.
- D. Free-standing site improvement items shall be set plumb and horizontal regardless of the pitch of the finished surrounding grade unless otherwise shown on the Contract Documents.
- E. The Contractor shall be responsible for timing the delivery of site improvement items so as to minimize the on-site storage time prior to installation. All stored materials are the responsibility of the Contractor and shall be protected from weather, careless handling and vandalism.
- F. Contractor shall be responsible for the correct location of site improvement items. Take particular care to maintain shapes, plumb and level during the pouring of concrete.
- G. All Work shall be accurately set to established lines and elevations and rigidly set in place to supporting construction.

1.08

Coordination

- A. The work of this Section 02800, Site Furnishings shall be completely coordinated with the work of other Sections. Verify dimensions and work of other trades that adjoin materials of this Section 02800, Site Furnishings, before installing items specified.
- B. Obtain all necessary templates and patterns required from other trades for proper execution of work of this Section 02800, Site Furnishings. Coordinate the delivery of items, templates, and patterns manufactured by other trades to maintain construction schedule. Receive from other trades items to be installed under this Section 02800, Site Furnishings.

1.09

Guarantee

- A. The Contractor shall furnish and deliver standard written manufacturer's guarantee in Owner's name covering all materials and workmanship under this Section 02800, Site Furnishings, in addition to, and not in lieu of, guarantee requirements set forth under Section 02000, GENERAL REQUIREMENTS, and other liabilities which the Contractor may have by law or other provisions of the Contract Documents.
- B. Supplier shall pay for repairs of any damage to any part of the project caused by defects in his work and for any repair to the materials or equipment caused

by replacement. All repairs are to be done to the satisfaction of the Owner's Representative.

- C. Any part of the work installed under this contract requiring excessive maintenance shall be considered as being defective, and shall be replaced by the Supplier during the one year guarantee period at no cost to the Owner.

PART 2 PRODUCTS

2.01 Furnishings

- A. All furnishings will be as specified in the plans and details or approved equal.

2.02 Other Furnishings

- A. See Materials Sheet L-4, L-6, and L-7 for product and contact information.

2.03 Concrete

- A. Concrete footings shall be 4,000 pounds per square inch cast-in-place concrete as specified under the work of the Section 03300, SITE CAST-IN-PLACE CONCRETE of this Specification.

2.04 Grout

- A. Grout as required for anchoring shall be a pourable, quick setting, non-metallic and nonshrinking hydraulic cement grout equal to the following:

1. Five Star Grout
U.S. Grout Corporation
425 Stillson Road
Fairfield, CT 06430
(800) 243-2206

2. Sika Grout 212
Sika Corporation
Lyndhurst, NJ 07071
(201) 933-8800

3. Harris Construction Grout
AH Harris & Sons
10 West Mill St.
Medfield, MA 02052
(508) 359-7321

2.05 Earthwork Materials

- A. All backfill materials, including base and subbase materials, ordinary borrow, drainage fill and sand shall be as specified under the Section 02200, Earthwork of this Specification.

PART 3 EXECUTION

3.01 Earthwork

- A. All excavation, filling, compacting and grading of backfill materials, including base and subbase materials, ordinary borrow, drainage fill and structural associated with and used in the installation of the items of this Section 02800, Site Furnishings, shall be as specified under the Section 02200, Earthwork.

3.02 Concrete

- A. Concrete footing placement, protection and formwork shall be as specified under the Section 03300, SITE CAST-IN-PLACE CONCRETE. Concrete footings shall be to the sizes noted on the Contract Documents. No calcium chloride will be permitted.

3.03 Furnishings

- A. Install all items in accordance with manufacturer's instructions and in locations shown on the Contract Documents and installed and paid for under this Section 02800, Site Furnishings.
- B. The Contractor shall be responsible for timing the delivery of the park benches, so as to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.
- C. Please see plans and details for product information and installation instructions at the end of this section.

3.05 Other Furnishings

- A. Install all items in accordance with manufacturer's instructions and in locations shown on the Contract Documents and installed and paid for under this Section 02800, Site Furnishings.
- B. The Contractor shall be responsible for timing the delivery so as to minimize on-site storage time prior to installation. All stored materials and items must be protected from weather, careless handling and vandalism.

3.07

Acceptance Standards

- A. Site Improvement items fabricated, provided and delivered and installed under this Section 02800, Site Furnishings including bench, picnic table and wall bench will be rejected by the Owner's Representative for the following reasons and as determined by the Owner's Representative:
1. Upon installation horizontal or vertical curves do not meet the shapes and profiles shown on the Contract Documents. Curves that have broken backs, sags, saddles, tangents or kinks will be rejected.
 2. Indications of field welding or cutting.
 3. Damage such as scrapes, nicks and dents to the finish.
 4. Threaded connections are not drawn up tightly. Threads have not been deformed to prevent loosening.
 5. Anchorage into concrete or masonry is not solid but is perceptibly loose. Anchorage does not meet the requirements of the Contract Drawings.

END OF SECTION

**SECTION 02831
CHAIN LINK FENCE**

PART 1 GENERAL

1.01 Related Documents

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

1.02 Description of Work

- A. The Contractor shall furnish and install complete, new chain link fence as where located on the plans and as herein described including chain link fence, framework, and fittings.

1.03 Submittals

- A. The Contractor shall submit the following samples, certifications or test results prior to use on the project.
1. Shop drawings with sufficient product data to assure compliance to specification.

PART 2 PRODUCTS

2.01 Materials

- A. Fabric: Chain link fabric shall be aluminum coated steel conforming to ASTM F 668. Fabric shall be woven from **NINE** gauge (coated size) wire in **TWO** inch mesh and shall be knuckled at the upper and lower selvages.
- B. 5' Height: Line Posts: Line posts shall be **1-7/8** inch O. D. standard weight galvanized pipe with minimum bending strength of 201 pounds under a 6 foot cantilever load coated with 2.0 ounces of hot dipped zinc in accordance with ASTM A 120.
- C. 5' Height: Top and Brace Rail: Top and brace rail shall be **1-5/8** inch O. D. standard weight galvanized pipe with minimum vertical bending strength of 202 pounds on 8 foot span coated with 2.0 ounces of hot dipped zinc in accordance with ASTM A 120. Top rail couplings 6 inches minimum in length shall be spaced at maximum twenty (20) foot centers. Fabric tie wire shall be spaced at 24 inch maximum centers.
- D. 5' Height: Terminal Posts: All end, corner and pull posts shall be **2-3/8** inch O. D. galvanized standard weight pipe with minimum bending strength of 381 pounds on 6 foot cantilever load coated with 2.0 ounces of hot dipped zinc in accordance with ASTM A 120.

- E. Gate posts shall be of the following sizes for single swing gates or one leaf of double swing gates:

Leaf Width Gate Post Lbs/Lin. Ft.

Up to 6' 3" O. D. Pipe 5.79

Over 6' to 13' 4" O. D. Pipe 9.11

Over 13' to 18' 6-5/8" O. D. Pipe 18.97

Over 18' 8-5/8" O. D. Pipe 28.55

- F. Gates: Gate frames shall be tubular shaped, 1 5/8" inches outside diameter with welded or steel fitted corners. Braces and trusses shall be furnished when necessary.
- G. Gate Latch: Commercial forked type capable of retaining gate in closed position and having provision for padlock. Latch shall permit operation from either side of gate.
- H. Gate Keeper: Provide keeper for each gate leaf. Gate keeper shall consist of mechanical device for securing free end of gate when in full open position.
- I. Double Gates: Provide drop rod to hold inactive leaf. Provide gate stop pipe to engage center drop rod. Provide locking device and padlock eyes as an integral part of latch, requiring one padlock for locking both gate leaves. Padlock is provided by Owner.
- J. Bottom Tension Wire: Shall be No. 7 gauge aluminum coated spring coil or crimped wire. Minimum weight of aluminum coating shall be 0.40 ounces per square foot of wire surface. Tension wire shall be stretched taut from terminal to terminal post and securely fastened to each intermediate post 6 inches above the grade line. Tension wire shall be attached to the fence fabric with aluminum hog rings every 24 inches.
- K. Tie Wires: Tie wires shall be minimum 9 gauge aluminum or 11 gauge galvanized steel, spaced 12 inches on center.
- L. Concrete shall conform to Class "F", Section M.03.01 of the State Specifications, except air content to be 6 percent. Concrete shall be 3,000 psi after 28 days.

PART 3 EXECUTION

3.01 Construction Methods

- A. Post Spacing: Posts shall be evenly spaced in the line of fence, no further apart than 10 feet on center and no less than 8 feet on center.
- B. Installation: Shall be made in a workmanlike manner by skilled mechanics experienced in erection of this type of fence. The fence shall be erected on line and to grade as indicated on the plans. All posts to be set 36 inches deep in a 42 inch deep concrete footing. Diameter of the footing shall be a minimum of 14 inches for terminal and gate posts and 12 inches for line posts.

- C. The fabric shall be stretched to proper tension between terminal posts and securely fastened to the framework members. The bottom of the fabric shall be held as uniformly as practical to the finished grade, not to exceed 2 inches.
- D. Clean Up: Upon the completion of the installation, all debris created by the installation shall be removed from the premises of the Owner or disposed of as directed by the Landscape Architect.

END OF SECTION

**SECTION 02920
TURF**

PART 1 – GENERAL

1.01 Summary

- A. Section Includes:
1. Seeding.
 2. Hydroseeding.
 3. Erosion-control material(s).

1.02 Submittals

- A. Product Data: For each type of product indicated.
1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
 2. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
 3. Certification of each seed mixture for turfgrass includes identification of source and name and telephone number of supplier.
 4. Product Certificates: For soil amendments and fertilizers, from manufacturer.
 5. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit for approval by Landscape Architect before expiration of required initial maintenance periods.

1.03 Quality Assurance

- A. Installer Qualifications: A qualified Landscape Installer whose work has resulted in successful turf block, turf and meadow establishment.

1.04 Delivery, Storage and Handling

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

1.05 Project Conditions

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion
 - 1. Planting: **April 1st - June 15th**
 - 2. Planting: **August 1st - October 15th**
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.06 Maintenance Services

- A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of Landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:
 - 1. Seeded Turf: **45 days** from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
 - 2. Sodded Turf: **21 days** from date of planting completion.

PART 2 - PRODUCTS

2.01 Seed

- A. Seed Species: State-certified seed of grass species as follows, with not less than **95** percent germination, not less than **85** percent pure seed, and not more than **0.5** percent weed seed.
- B. Turfgrass Sod: Certified, Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
- C. Turfgrass Species: Sod of Certified, Number 1 Quality/Premium grass species as follows, with not less than 95 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed. Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.
 - 1. Sun and Partial Shade: Proportioned by weight.

2.02 Inorganic Soil and Amendments

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: O, with a minimum of 95 percent passing through No. 8 sieve and a minimum of 55 percent passing through No. 60 sieve.
 - 2. Provide lime in form of ground dolomitic limestone.

2.03 Organic Soil and Amendments

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.04 Fertilizers

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: 1 lb/1000 sq. ft. of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.
- D. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 - 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.05 Planting Soils

- A. Planting Soil (topsoil) is provided topsoil free of stones one half inch or larger in any dimension and other extraneous materials harmful to plant growth. Topsoil shall meet an approved "loam sand" soil classification (60% sand, 30% silt, 10% clay).

2.06 Mulches

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

2.07 Pesticides

- A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.08 Erosion Control Materials

- A. Soil Stabilizer: Soil stabilizer type A is one of the following: a cementitious soil binder added to wood cellulose fiber mulch, or a bonded fiber matrix. Soil stabilizer type B is a polyacrylamide.
- B. Erosion Seed—quick growing such as wheat, rye or oats.

<u>Seed</u>	<u>% Weight</u>	<u>% Germination Minimum</u>
Winter Rye	80 Minimum	85
Red Fescue (Creeping)	4 Minimum	80
Annual Rye Grass	3 Minimum	90
Noxious Weed Seed	0.5 Maximum	
Inert Matter	1.0 Maximum	

- C. Straw wattles.

Stakes for straw wattles shall be 2-inch x 2-inch wood stakes or approved equal.
- D. Mulch - shall consist of small grain straw or salt hay anchored with a wood and fiber mulch binder, liquid mulch binder or an approved equal at a rate of 10lbs per 1,000 SF.
- D. Silt Fence. Silt fence shall be wire backed and meet the requirements of the Watershed Development Ordinance. Fence posts shall be spaced at a maximum of 10 feet and be constructed of either a standard steel post, or wood posts with a minimum cross sectional area of 3 square inches.
- E. Erosion-Control Blankets: Shall be North American Green SC150 biodegradable straw-coconut mat enclosed in a photodegradable plastic mesh or approved equal.

Include manufacturer's recommended steel wire staples, six inches long. Staple pattern "A" that uses 0.7 staples per SY shall be used.

- F. All other materials shall be as shown and called for on the plans as "Soil Erosion and Sediment Control Details"

PART 2 - EXECUTION

3.01 Examination

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - a. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - b. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - c. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - d. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.02 Preparation

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 Turf Area Preparation

- A. Limit turf subgrade preparation to areas to be planted.
- B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of four inches. Remove stones larger than one half inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply superphosphate fertilizer directly to subgrade before loosening.
 2. Spread planting soil to a depth of four inches but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Reduce depth of planting soil to allow for soil thickness of sod.
- C. Unchanged Subgrades: If turf is to be planted in areas unaltered or undisturbed by excavating, grading, or surface-soil stripping operations, prepare surface soil as follows:
1. Remove existing grass, vegetation, and turf. Do not mix into surface soil.
 2. Loosen surface soil to a depth of at least six inches. Apply soil amendments and fertilizers according to planting soil mix proportions and mix thoroughly into top four inches of soil. Till soil to a homogeneous mixture of fine texture.
 3. Apply superphosphate fertilizer directly to surface soil before loosening.
 4. Remove stones larger than one half inch in any dimension and sticks, roots, trash, and other extraneous matter.
 5. Legally dispose of waste material, including grass, vegetation, and turf, off Owner's property.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus one half inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- E. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- F. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.04 Preparation for Erosion Control

- A. For erosion-control blanket, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- B. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.05 Seeding

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds five mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 1. Do not use wet seed or seed that is moldy or otherwise damaged.
 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
 3. Broadcast spread seed.

- B. Sow seed at a total rate of **5-3/4** lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1:4 with erosion-control mulch installed according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:5 by applying hydromulch.

3.06 Turf Maintenance (NIC)

- A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of four inches.
 - 1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of one inch per week unless rainfall precipitation is adequate.
- C. Mow turf as soon as top growth is no more than two inches. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height: 2-1/2 inches
- D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 1. Use fertilizer that will provide actual nitrogen of at least two lb./1000 sq. ft. to turf area.

3.07 Satisfactory Turf

- A. Turf installations shall meet the following criteria as determined by Landscape Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding ninety percent over any ten sq. ft and bare spots not exceeding five by five inches.
 2. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.08 Turf Maintenance (NIC)

- A. Maintain and establish meadow by watering, weeding, mowing, trimming, replanting, and performing other operations as required to establish a healthy, viable meadow. Roll, re-grade, and re-plant bare or eroded areas. Provide materials and installation the same as those used in the original installation.
1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and meadow damaged or lost in areas of subsidence.
 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 3. Apply treatments as required to keep meadow and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
 4. Use “glove herbicide” or rubber glove with cotton ball of non selective herbicide and apply to individual plant tissue.
- B. Watering: Install and maintain temporary piping, hoses, and meadow-watering equipment to convey water from sources and to keep meadow uniformly moist.
1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 2. Water meadow with fine spray at a minimum rate of one half inch per week for four weeks after planting unless rainfall precipitation is adequate.
- C. Weed Control: Maintain meadow at six inch height of cut for first two years. Conduct fall mowing to a height of four to six inches.

3.09 Pesticide Application

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.10 Cleanup and Protection

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION

SECTION 03100 CONCRETE FORMWORK

PART 1 - GENERAL

1.01 Related Work

- A. Section 03200 - Concrete Reinforcement.
- B. Section 03250 - Concrete Accessories.
- C. Section 03300 - Cast-In-Place Concrete.

1.02 Quality Assurance

- A. Construct and erect concrete formwork in accordance with ACI 347.

1.03 Reference Standards

- A. ACI 318 - Building Code Requirements for Reinforced Concrete.
- B. ACI 347 - Recommended Practice for Concrete Formwork.
- C. PS 1 - Construction and Industrial Plywood.

1.04 Delivery, Storage and Handling

- A. Deliver, handle and store formwork material to prevent warping or damage detrimental to strength of materials or to surfaces to be formed.
- B. Ensure formwork surfaces in contact with concrete are not contaminated by foreign matter.

PART 2 - PRODUCTS

2.01 Wood Form Materials

- A. Exposed Concrete Surfaces: Plywood conforming to PI 1, minimum veneer Grade B-B, tight fitting, and adequately stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surfaces.
- B. Unexposed Concrete Surfaces: Plywood, lumber, tight fitting, adequately stiffened to support weight of concrete without deflection detrimental to structural tolerances.
- C. Nails, Spikes, Lag Bolts, through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while pouring concrete.

2.02 Prefabricated Forms

- A. Steel Type: Matched, tight fitting and adequately stiffened to support weight of concrete without deflection detrimental to structural tolerances and appearance of finished concrete surfaces.

- B. Fiberglass Fabric Reinforced Plastic Forms: Matched, tight fitting and stiffened to support weight of concrete without deflection detrimental to structural tolerance and appearance of finished concrete surfaces.

2.03

Accessories

- A. Form Ties: Water sealing snap-in removable type of fixed length, free of devices that will leave holes larger than 1-1/4-inch in concrete surface. Embedded portion of tie after removal of end shall terminate not less than one inch from the formed face of the concrete.
- B. Form Release Agent: Colorless mineral oil which will not stain concrete or impair bonding or color characteristics or coating intended for use on concrete.
- C. Fillets for Chamfered Corners: Rigid foam plastic, wood, or metal of maximum possible lengths.
- D. Flashing Reglets: 24 Gauge galvanized steel, release tape sealed reglet, bent tab anchors, securable to forms, profile to prevent water from entering behind reglet.
- E. Formed Construction Joints: Galvanized steel, tongue and groove type knock-out holes to receive dowels, ribbed steel spikes with tongue to fit top screened edge.

PART 3 - EXECUTION

3.01

Workmanship

- A. Verify lines, levels and Work Site dimensions for compliance with Contract Drawings before erecting formwork.
- B. Assemble formwork to permit easy dismantling and stripping, ensuring concrete is not damaged during form removal.
- C. Align joints, make watertight to prevent leakage of mortar.
- D. Unless otherwise shown on Contract Drawings, provide 3/4-inch chamfer strips on external corners of beams, expansion joints, columns and walls. Provide 1-1/2-inch chamfer where detailed.
- E. Form chases, slots, openings, drips and recesses as detailed, or required.
- F. Obtain review of Landscape Architect before framing opening in structural joints, beams, or columns which are not detailed on the Contract Drawings.
- G. Provide bracing to ensure stability of formwork. Strengthen forms subject to construction loads.
- H. Check and adjust formwork both horizontally and vertically, during placing of concrete.
- I. Arrange forms to allow stripping without removal of prime shores where required to remain in place.

3.02 Inserts, Embedded Components and Openings

- A. Provide formed openings where required for pipe, conduit, sleeves and other Work embedded in or passing through concrete.
- B. Accurately located and set items to be cast directly into concrete.
- C. Provide temporary ports or openings to facilitate cleaning and inspection. Locate openings at bottom of forms so that flushing water will drain out.
- D. Close temporary ports or openings with tight fitting panels flush with the inside face of forms, neatly fitted so that joints will not be apparent in exposed concrete surfaces.

3.03 Tolerances

- A. Design, erect and secure forms to following tolerances:
 - 1. Variation from Plumb:
 - a. For exposed corner columns, control-joint grooves, and other conspicuous lines:
 - 1. In any 20-ft length: 1/4-inch
 - 2. Maximum for the entire length up to 100-ft: 1/2-inch
- B. Variation from the level or from the grades specified in the contract documents:
 - 1. Variation in cross-sectional dimensions in the thickness of slabs:
 - 1. Minus: 1/4-inch
 - 2. Plus: 1/2-inch

3.04 Cleaning

- A. Clean forms as erection proceeds, to remove foreign matter.
- B. Remove cuttings, shavings and debris from within forms.
- C. Flush completed forms with water to remove remaining foreign matter.
- D. Ensure that water and debris drain to exterior through cleanout ports.

3.05 Form Removal

- A. Do not remove forms, shores and bracing until concrete has gained sufficient strength to carry its own weight, construction loads and design loads.
- B. Verify strength of concrete by compressive test results.
- C. Remove formwork progressively in accordance with code requirements.

END OF SECTION

**SECTION 03200
CONCRETE REINFORCEMENT**

PART 1 - GENERAL

1.01 Related Work

- A. Section 03300 - Cast-In Place Concrete.

1.02 Quality Assurance

- A. Perform concrete reinforcing Work in accordance with CRSI 63 and 65 and ACI 315 unless specified otherwise in this Section.
- B. All development and splices of reinforcing steel shall be in accordance with ACI 318. All splices shall be Class B unless otherwise noted.

1.03 Source Quality Control

- A. Submit certified copies of mill test report of supplied concrete reinforcing, indicating physical and chemical analysis.

1.04 Reference Standards

- A. ACI 318 - Building Code Requirements for Reinforced Concrete.
- B. CRSI 63 - Recommended Practice for Placing Reinforcing Bars.
- C. CRSI 65 - Recommended Practice for Placing Bar Supports, Specifications and Nomenclature.
- D. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
- E. ASTM A615 - Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- F. AWS D12.1 - Welding Reinforcement Steel, Metal Inserts and Connections in Reinforced Concrete Construction.
- G. ACI 315 - Manual of Standard Practice.

1.05 Shop Drawings

- A. Indicate bar sizes, length, spacings, locations, and quantities of reinforcing steel, and wire fabric, bending and cutting schedules, and supporting and spacing devices.

PART 2 - PRODUCTS

- A. Reinforcing Steel: Grade 60 deformed billet steel bars, ASTM A615; plain finish.
- B. Welded Steel Wire Fabric: Plain type, ASTM A185; plain finish.

2.02 Accessory Material

- A. Tie Wire: Minimum 15 gauge annealed type, or patented system accepted by Landscape Architect.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcing during construction conditions.
- C. Special Chairs, Bolsters, Bar Supports, Spacers (where adjacent to exposed concrete surfaces): Stainless steel type; sized and shaped as required.

2.03

Fabrication

- A. Fabricate concrete reinforcing in accordance with ACI 315.
- B. Locate reinforcing splices, not indicated on Drawings, at points of minimum stress. Location of splices subject to review by Landscape Architect.
- C. Where indicated, weld reinforcing bars in accordance with AWS D12.1.
- D. Fabricate reinforcing steel to the following tolerances:
 - 1. Sheared Length: ± 1 -inch.
 - 2. Depth of Truss Bar: Plus 0, minus 1/2-inch.
 - 3. Overall dimension of stirrup, ties and spirals: $\pm 1/2$ -inch.
 - 4. All Other Bends: ± 1 -inch.

PART 3 - EXECUTION

- A. Place reinforcing supported and secured against displacement. Do not deviate from true alignment.
- B. Before placing concrete, ensure reinforcing is clean, free of loose scale, dirt, or other foreign coatings which would reduce bond to concrete.
- C. Place reinforcing steel to the following tolerances:
 - 1. Concrete cover to formed surfaces of slabs: $\pm 1/8$ -inch.
 - 2. Concrete cover to formed surfaces of walls and beams: $\pm 1/4$ -inch
 - 3. Concrete cover to all other surfaces: $\pm 1/4$ -inch.

END OF SECTION

**SECTION 03250
CONCRETE ACCESSORIES**

PART 1 - GENERAL

1.01 Related Work

- A. Section 03100 - Concrete Formwork.
- B. Section 03300 - Cast-In-Place Concrete.
- C. Section 03345 - Cast-In-Place Concrete Finishes.

1.02 References

- A. ASTM 175 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.
- B. ASTM D1752 - Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.03 Submittals

- A. Manufacturer's printed installation instructions.
- B. Provide 6-inch long sample of expansion/construction joint.

PART 2 - PRODUCTS

2.01 Materials

- A. Formed Construction Joints: As specified in Section 03100.
 - 1. Joint Filler: Asphalt impregnated fiberboard; of size detailed; ASTM D175.
To be used at all exterior walkways and concrete drives.

PART 3 - EXECUTION

3.01 Installation and Workmanship

- A. Locate and form expansion and contraction joints.
- B. Install joint fillers and sealants in accordance with manufacturer's printed instructions. Use primers of type recommended by joint filler/sealant manufacturer.
- C. Install water stops continuous without displacing reinforcement. Heat seal joints. Install water stops on all joints below grade.

END OF SECTION

**SECTION 03300
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

3.01 Related Work

- A. Section 03100 - Concrete Formwork.
- B. Section 03200 - Concrete Reinforcement.
- C. Section 03250 - Concrete Accessories.
- D. Section 03345 - Cast-In-Place Concrete Finishes.

1.02 Quality Assurance

- A. Cast-in place concrete work shall be performed in accordance with ACI 318, unless specified otherwise. Concrete materials and operations will be tested and inspected as the work progresses. Failure to detect any defective work or materials shall not in any way prevent later rejection when such defect is discovered nor shall it obligate the E/A for final acceptance.
- B. Testing Agencies
 - 1. The required testing services of Articles 1.02C and 1.02E of this section of the specifications shall be performed by the testing agency as designated in accordance with Section 01000 of these specifications. Initial tests detailed of Articles 1.02C and 1.02D will be provided by the Owner and those of Article 1.02E shall be paid for by the Contractor.
 - 2. The necessary testing services of Article 1.02G shall be performed by a testing agency acceptable to the E/A at the Contractor's expense.
 - 3. All testing agencies shall meet the requirements of ASTM E329.
- C. Testing Services
 - 1. The following testing services shall be performed by the designated Testing Agency:
 - a. Review and/or check-test the Contractor's proposed materials for compliance with the specifications.
 - b. Review and check-test the Contractor's proposed mixture design when required by the E/A.
 - c. Secure production samples of materials at plants or stockpiles during the course of the work and test for compliance with the specifications. Tests of cement and aggregates shall be performed to ensure conformance with Specification requirements. Manufacturer's certification that cement materials meet Specification requirements and results of manufacturer's own material tests will be acceptable in lieu of tests by inspection and testing firm. Aggregates testing shall be performed by independent

CAST-IN-PLACE CONCRETE

inspection and testing firm, for compliance with ASTM C33, including limits for deleterious substances, grading and physical property requirements.

- d. Conduct strength tests of the concrete during construction in accordance with the following procedures:
 1. Secure composite samples in accordance with ASTM C172. Each sample shall be obtained on a random basis, avoiding any selection of the test batch other than by a number selected at random before commencement of concrete placement.
 2. Mold and cure four specimens from each sample in accordance with ASTM C31. Any deviations from the requirements of this Standard shall be recorded in the test report.
 3. Test specimens in accordance with ASTM C39. Two specimens shall be tested at 28 days for acceptance and one shall be tested at 7 days for information. One specimen shall be held should additional testing be required and ordered. The acceptance test results shall be the average of the two specimens tested at 28 days. If one specimen in a test manifests evidence of improper sampling, molding or testing, it shall be discarded and the strength of the remaining cylinder shall be considered the test result. Should both specimens show any of the above defects, the entire test shall be discarded.
 4. Make at least one strength test for each 100 cubic yards or fraction thereof, of each mixture design of concrete placed in any one day.
 5. When the total quantity of concrete with a given mixture design is less than 50 cubic yards, the strength tests may be waived by the E/A if, in his judgment, adequate evidence of satisfactory strength is provided, such as strength test results for the same kind of concrete supplied on the same day and under comparable conditions to other work or other projects.
- e. Determine slump of the concrete sample for each strength test and whenever consistency of concrete appears to vary, using ASTM C143.
- f. Determine air content of normal weight concrete sample for each strength test in accordance with either ASTM C231, ASTM C173 or ASTM C138.
- g. Determine temperature of concrete sample for each strength test.

D. Additional Services When Required

1. The following services shall be performed by the designated agency when required by the E/A:
 - a. Inspect concrete batching, mixing and delivery operations to the extent deemed necessary by the E/A.

- b. Sample concrete at point of placement and perform required tests.
- c. Review the manufacturer's report for each shipment of cement and reinforcing steel and conduct laboratory tests or spot checks of the materials as received for compliance with the specifications.
- d. Other testing or inspection services as required.

E. Other Services as Needed

1. The following services shall be performed by the designated agency when necessary:
 - a. Additional testing and inspection required because of changes in materials or proportions requested by the Contractor.
 - b. Additional testing of materials or concrete occasioned by their failure by test or inspection to meet specifications requirements.

F. Duties and Authorities of Designated Test Agency

1. Representatives of the agency shall inspect, sample and test the materials and the production of concrete as required by the E/A. When it appears that any material furnished or work performed by the Contractor fails to fulfill specification requirements, the testing agency shall report any such deficiency to the E/A and the Contractor.
2. The testing agency shall report all test and inspection results to the E/A and Contractor immediately after they are performed. All test reports shall include the exact location in the work at which the batch representing a test was deposited. Reports of strength test shall include detailed information on storage and curing of specimens prior to testing.
3. The testing agency and its representatives are not authorized to revoke, alter, relax, enlarge or release any requirements of the contract documents, nor to approve or accept any portion of the work.

G. Responsibilities and Duties of Contractor

1. The Contractor shall provide the necessary testing services for the following:
 - a. Qualification of proposed materials and the establishment of mixture designs.
 - b. Other testing services needed or required by the Contractor.
 - c. The use of testing services shall in no way relieve the Contractor of the responsibility to furnish materials and construction in full compliance with the contract documents.
 - d. The Contractor shall submit to the E/A the concrete materials and the concrete mix designs from the redi-mix supplier proposed for use for each class of concrete with a written request for acceptance. This submittal shall include the results of all testing performed to qualify the materials and to establish the mix designs. No concrete

shall be placed in the work until the Contractor has received such acceptance in writing.

e. To facilitate testing and inspection, the Contractor shall:

1. Furnish any necessary labor to assist the designated testing agency in obtaining and handling samples at the project or other sources for materials.
2. Advise the E/A and the testing agency sufficiently in advance of operations to allow for completion of quality tests and for the assignment of personnel.
3. Provide and maintain for the sole use of the testing agency adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours as required by ASTM C31.
4. Submit copies of mill test reports for shipments of cement and reinforcing steel to the E/A when required.

1.04 Reference Standards

- A. ACI 301 - Specifications for Structural Concrete for Buildings.
- B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.
- C. ACI 305 - Recommended Practice for Hot Weather Concreting.
- D. ACI 306 - Recommended Practice for Cold Weather Concreting.
- E. ACI 318 - Building Code Requirements for Reinforced Concrete.
- F. ASTM C33 - Concrete Aggregates.
- G. ASTM C94 - Ready-Mixed Concrete.
- H. ASTM C150 - Portland Cement.
- I. ASTM C171 - Sheet Materials for Curing Concrete.
- J. ASTM C260 - Air Entraining Admixtures for Concrete.
- K. ASTM C309 - Liquid Membrane-Forming Compounds for Curing Concrete.
- L. ASTM C494 - Chemical Admixtures for Concrete.
- M. ASTM C979 - Pigments for Integrally Colored Concrete.

1.05 Submittals

- A. Proposed design certificate from supplier for all required design mixes.
- B. Certification of finisher.

- C. Samples for Color Verification:
 - 1. Submit sample chip of specified color indicating color additive number and required dosage rate. Samples indicate general color and may vary from concrete finished in field according to Specifications.

1.06 Qualifications

- A. Concrete work shall be performed by an American Concrete Institute certified finisher with at least five years' experience with work of similar scope and quality.

1.07 Schedule and Protection

- A. Color Additives: Comply with manufacturer's instructions. Deliver color additives in original, unopened packaging. Store in dry conditions.
- B. Avoid placing concrete if rain, snow, or frost is forecast within 24 hours. Protect fresh concrete from moisture and freezing.
- C. Schedule concrete pours for early in the morning. Protect work from damage through the day (minimum of eight hours). Cover with plastic sheet until completely set to minimize exposure to wind and hot sun before curing materials are applied.

PART 2 - PRODUCTS

2.01 Concrete Materials

- A. Cement: Portland Cement, ASTM C150, Type I.
- B. Fine and Coarse Aggregates: ASTM C33.
- C. Water: Clean and free from injurious amounts of oil, alkali, organic matter, or other deleterious material.

2.02 Admixtures

- A. Air Entrainment: ASTM C260.
- B. Chemical: ASTM C494, Type A - Water reducing. Type B - retarding. Type C - accelerating. Type D - water reducing and retarding. Type E - water reducing and accelerating.

2.03 Curing Materials

- A. Curing Compound: Resin based, type; ASTM C309, Type 2 - white pigmented, Class B.
- B. Polyethylene Film: 4 mil. thick, white opaque color, ASTM C171.

2.04 Accessories

- A. Bonding Agent: Two component modified epoxy resin.

- B. Vapor Barrier: 4 mil. unless otherwise shown on the Drawings. Clear polyethylene film, type recommended for below grade application.
- C. Non-Shrink Grout: Premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 2 days and 7,000 psi in 28 days.

2.05

Concrete Mixes

- A. Mix concrete in accordance with ASTM C94.
- B. Provide concrete of the following strength:
 - 1. Compressive strength (28 day): 4,000 psi.
 - 2. Entrained Air Content: As indicated in ACI 301, Table 3.4.1.
 - 3. Cement Content: Minimum 564 pounds per cubic yard.
 - 4. Water Cement Ratio: Maximum 0.45.
 - 5. Slump: 1-inch minimum, 3-inch maximum for footings and substructure walls; 4-inch maximum for slabs, beams, reinforced walls and columns. Loss of slump in pumping shall not exceed 1-1/2-inch.
- C. Select proportions for normal weight concrete in accordance with ACI 301, 3.8, Method 1.
- D. Use water reducing admixtures only when accepted by Landscape Architect.
- E. Use accelerating admixtures only in cold weather and only when accepted by Landscape Architect. If accepted, use of admixture will not relax cold weather placement requirements. Calcium chloride shall not be used.
- F. Use retarding admixtures only in hot weather and only when accepted by Landscape Architect.
- G. Use air entrained concrete for all concrete exposed to the exterior.
- H. Color Additives for Integrally Colored Concrete (**NIC**):
 - 1. Manufacturer: Davis Colors manufactured by Davis Colors or approved equal; phone 800-356-4848, e-mail info@daviscolors.com, or internet www.daviscolor.com.
 - 2. Curing Compound for Colored Concrete: Curing compound shall comply with ASTM C309 and be approved by color additive manufacturer for use with colored concrete. Provide W-1000 Clear Cure & Seal manufactured by Davis Colors or approved equal.
 - 3. Color Additives: Mix in accordance with manufacturer's instructions. Mix until color additives are uniformly dispersed throughout mixture and disintegrating bags, if used, have disintegrated.

4. Do not re-temper mix by adding water in field.

2.06 Concrete Colors

- A. Concrete Color:
 1. Cement: Color shall be “buff”.
 2. Sand: Color shall be locally available natural sand.
 3. Aggregate: Concrete producer's standard aggregate complying with specifications.
 4. Color Additives: **NIC**

2.07 Expansion Joints

- A. Inside of wet deck expansion joint filler shall be performed, nonbituminous type conforming to ASTM D1752, Type II, similar to Sealtight Cork Expansion Joint Filler, manufactured by W.R. Meadows, Inc., Elgin, IL 60120, or approved equivalent. Premolded filler shall be one piece for the full depth and width of the joint.
- B. Shall be fiber-board joint filler strips outside of wet deck.

PART 3 - EXECUTION

3.01 Placing Concrete

- A. Place concrete in accordance with ACI 304.
- B. Notify Landscape Architect minimum 24 hours prior to commencement of concreting operations.
- C. Concrete to re-use aggregate base material if found to be suitable. Additional aggregate base may be necessary to meet elevations where aggregate is found. If no existing aggregate base is found then the contractor shall provide as part of the base bid.
- D. Ensure anchors, seats, plates and other items to be cast into concrete are placed, held securely and will not cause hardship in placing concrete. Rectify same and proceed with Work.
- E. Maintain records of poured concrete items. Record date, location for pour, quantity, air temperature, and test samples taken.
- F. Ensure reinforcement, inserts, embedded parts, and formed expansion and contraction joints are not disturbed during concrete placement.
- G. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Apply bonding agent in accordance with manufacturer's recommendations.
- H. Pour concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.

- I. Pour floor slabs in checkerboard or saw cut pattern indicated on Contract Drawings. Saw cut control joints within 24 hours after finishing. Use 3/16-inch thick blade, cutting 1/4-inch into depth of slab thickness.
- J. In locations where new concrete is dowelled to existing Work, drill holes in existing concrete, insert steel dowels, and pack solidly with non-shrink grout.
- K. Honeycomb or embedded debris in concrete is not acceptable. Notify Landscape Architect upon discovery.
- L. Conform to ACI 305 when concreting during hot weather.
- M. Conform to ACI 306 when concreting during cold weather.
- N. Maintain concrete cover around reinforcing in accordance with ACI 3187 or as otherwise indicated on Contract Drawings.
- O. Install vapor barrier under interior slabs on grade. Lap joints minimum 1 foot and seal. Do not disturb or damage vapor barrier while placing concrete reinforcing. If damage does occur, repair areas before placing concrete. Use vapor barrier materials, lapped over damaged areas minimum 6-inches in all directions and sealed.
- P. Separate slabs-on-grade from vertical surfaces where shown with 1/2-inch thick joint filler. Extend joint filler from bottom of slab to within 1/2-inch of finished slab surface. Refer to Section 03250 for joint filler requirements.

3.02

Curing and Protection

- A. Beginning immediately after placement, protect concrete from premature drying, excessive hot or cold temperatures, and mechanical injury. Maintain concrete with minimal water loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- B. One additional test cylinder shall be taken during cold weather concreting, and cured on the Work Site under same conditions as concrete it represents. **(NIC)**
- C. One slump test and one air test shall be taken for each set of test cylinders taken. **(NIC)**
- D. Follow sampling and testing procedures referred in ASTM C94.

END OF SECTION

**SECTION 03345
CAST-IN-PLACE CONCRETE FINISHES**

PART 1 - GENERAL

1.01 Related Work

- A. Section 03100 - Concrete Formwork.
- B. Section 03300 - Cast-In Place Concrete.

1.02 Reference Standards

- A. ACI 302.1 - Recommended Practice for Concrete Floor and Slab Construction.
- B. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.

1.03 Delivery of Materials

- A. Furnish concrete hardener, sealer and slip resistant coating, in manufacturer's packaging complete with application instructions.

PART 2 - PRODUCTS

2.01 Cement Grout

- A. Cement: As specified in Section 03300.
- B. Sand: As specified herein and in Section 03300.

2.02 Coatings, hardeners and Sealers

- A. Non-Metallic Hardener: Premixed emery type; dry shake in color selected by Landscape Architect from manufacturer's standard range.
- B. Slip Resistant Coating: Graded Aluminum Oxide Shake. Color selected by Landscape Architect from manufacturer's standard range.

PART 3 - EXECUTION

3.01 Finishing Horizontal Surfaces

- A. Finish concrete surfaces in accordance with ACI 302 and ACI 304.
- B. Uniformly spread, screed and consolidate concrete. Do not use grate tampers or mesh rollers. Do not spread concrete by vibration.
- C. In areas with floor drains, maintain floor level at walls and pitch surfaces uniformly to drains as indicated on Contract Drawings.
- D. Scratch Finish: After the concrete has been placed and leveled to the specified tolerances, roughen surface with stiff brushes, brooms, or rakes before final set.

- E. Float Finish: Do not work concrete until ready for floating. During or after the first floating, check surface against allowable tolerances. Cut down high spots and fill low spots to produce a surface within specified tolerances. Immediately after leveling, refloat to a uniform, sandy texture.
- F. Trowel Finish: Float-finish concrete as specified above. Trowel to produce a smooth surface relatively free of defects; trowel marks, uniform in texture and appearance, and within the specified tolerances. Grind smooth surface defects which would show through applied floor covering system.
- G. Nonslip Broom Finish: Immediately after the concrete has been float finished as specified above, slightly roughen the surface by drawing a broom transversely across the surface.
- H. Nonslip Finish: Immediately after the concrete has been float finished as specified above, evenly apply the slip resistant coating material to the surface in accordance with the manufacturer's recommendations. The total application rate shall be 25 pounds per 100 square feet. The nonslip surface shall be completed with a trowel finish as specified above. **(NIC)**
- I. Hardened Finish: Immediately after the concrete has been float finished as specified above, evenly apply concrete hardener to surface in accordance with the manufacturer's recommendations. The total application rate shall be 25 pounds per 100 square feet. The hardener surface shall be completed with a trowel finish as specified above. **(NIC)**

3.02 Finished Horizontal Surface Tolerances

- A. Scratch Finish: True planes within 1/4-inch in 5-ft as determined by a 5-ft straightedge placed anywhere on the slab in any direction.
- B. Float finish: True planes within 1/4-inch in 10-ft as determined by a 10-ft straightedge placed anywhere on the slab in any direction.
- C. Trowel Finish: True planes within 1/8-inch in 10-ft as determined by a 10-ft straightedge placed anywhere on the slab in any direction.

3.03 Schedule of Horizontal Surfaces Finishes

- A. Nonslip Broom Finish: Apply to exterior concrete platforms, steps and walks.

3.04 Finished Formed Surfaces

- A. Defective Concrete: Remove all honeycombed and other defective concrete down to sound concrete. If clipping is required, the edges shall be perpendicular to the formed surface. The defective areas shall be patched as specified below.
- B. Patching Defective concrete: Prepare a bonding grout using a mix of one part cement to one part fine sand passing a No. 30 sieve. Prepare a one part cement to two part sand patching mixture. Substitute white Portland cement for a portion of the gray cement on exposed concrete surfaces to match color of adjacent concrete. Dampen area to be patched with water; brush bonding grout into the surface; apply patching mortar; strike off to a uniform plane; final finish; and cure.

- C. Rough Form Finish: Patch tie hole and defects as specified above. Fins and projections exceeding 1/4-inch shall be rubbed down or shipped off.
- D. Smooth Form Finish: Patch tie holes and defects as specified above. Remove all fins and projections.
- E. Smooth Rubbed finish: Apply to newly hardened concrete no later than the Day following form removal. Patch tie holes and defects as specified above. Remove all fins and projections. Wet concrete surface and rub with Carborundum brick or other abrasive until uniform color texture are produced. Cure finished surface. No cement grout shall be used.

3.05

Schedule of Formed Surface Finishes

- A. Rough Form Finish: Apply to surfaces that are not exposed to view at completion of the Work.

END OF SECTION



SECTION 321540

ORGANIC-LOCK FOR STABILIZED PATHWAY AGGREGATE: FOOT/BICYCLE TRAFFIC

PART 1: GENERAL

1.1 SUMMARY

A. This section includes materials and execution information for construction with aggregate with Organic-Lock binder for foot traffic applications

B. Related Sections:

Section []

Section []

Section []

1.2 REFERENCES

A. ASTM C136 / C136M – 14, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates, ASTM International, West Conshohocken, PA, 2014, www.astm.org

B. ASTM D2419 – 14, Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregates, ASTM International, West Conshohocken, PA, 2014, www.astm.org

C. ASTM F1951 – 14, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment, ASTM International, West Conshohocken, PA, 2014, www.astm.org

1.3 SUBMITTALS

A. Submit in accordance with Section 01 33 00 - Submittal Procedures:

1. Manufacturer's product data sheet.
2. 1 quart sample of base course.
3. 1 quart sample of stabilized crushed aggregate paving.
4. Stabilized crushed aggregate gradation indicating that the product meets specifications.
5. Manufacturer's Material Safety Data Sheet.

1.4 SITE CONDITIONS

- A. Ensure that the subgrade and base are properly graded and compacted to required specifications.
- B. Do not install the Organic-Lock pathway aggregate during rain. Rain within 3-5 days after installation will increase curing time.
- C. Protect all nearby surfaces, plants, and structures from possible contamination from materials or damage by equipment.
- D. It is not recommended to install when temperatures are below 40 degrees Fahrenheit (5 degrees Celsius).

1.5 TEST PLOT/MOCKUP

- A. Install sixteen (4'x4') square feet minimum of stabilized crushed aggregate paving including base course, at location approved by Landscape Architect.
- B. Allow Landscape Architect to view test plot before proceeding with rest of stabilized crushed aggregate paving.
- C. Approved mock-up may remain as part of completed work or remove test plot after acceptance of work specified in this Section.]

1.6 DELIVERY, HANDLING, AND STORAGE

A. Delivery:

Delivery of Organic-Lock is available from the manufacturer or select Organic-Lock dealers. Please contact the manufacturer for more information.

Delivery of Organic-Lock pre-blended with aggregate is available from select dealers. Contact your closest dealer or the manufacturer for more information.

B. Handling:

When dealing with un-blended Organic-Lock, wear appropriate respirator when ventilation is inadequate. Avoid contact with skin and eyes.

C. Storage:

Protect stabilized crushed aggregate mix from contamination. Store undercover. If the blended and hydrated aggregate is sitting for long periods of time (longer than 48 hours), or when subject to rainfall, it needs to be turned with a skid steerer or loader to ensure consistent moisture content throughout prior to installation. Verify hydration level with snowball test before installation. For any questions regarding storage, contact the manufacturer or local dealer.

PART 2: PRODUCTS

2.1 MANUFACTURERS

- A. Organic-Lock for Organic-Lock stabilized pathway aggregate provided by:

Envirobond Products Corporation
6191-2100 Bloor Street West
Toronto, Ontario, Canada
M6S 5A5
1-866-636-8476
info@envirobond.com
www.envirobond.com
www.organic-lock.com

2.2 MATERIALS

- A. Crushed Aggregate Materials:

1. Crushed Aggregate Material shall consist of sound, angular, durable particles.
2. Gradation, in accordance with ASTM C136:

Optimal Gradation		
Sieve	Sieve Size (mm)	Percent Passing
4	4.75	80% - 100%
8	2.36	65% - 90%
16	1.18	40% - 65%
30	0.6	25% - 55%
50	0.3	15% - 35%
100	0.15	10% - 20%
200	0.075	5% - 15%

- B. Organic-Lock Binder

1. Patented powdered organic binder designed to be blended with crushed aggregate.
2. Made from 100% naturally occurring materials.

PART 3: EXECUTION

3.1 PREPARATION

1. Prepare the Subgrade

Excavate the area to the depth required so that finish grade can be established as noted on plans.

ORGANIC LOCK STONE DUST

A Foot-Traffic Pathway will require a full depth of 7-9 inches: 4-6 inches of compacted base depth together with 3 inches of compacted Organic-Lock Pathway Aggregate.

Compact the subgrade to 95% Modified Proctor Density.

2. Prepare the Base

Foot-Traffic Pathway will require six inches of compacted base material.

Depending upon the method of compaction the installation of base material may require separate lifts. 4 inches can be compacted in a single lift with a minimum 2-ton compaction roller.

Compact the subgrade to 95% Modified Proctor Density using a single or double drum static roller or vibratory compactor.

3.2 WATERSHED MANAGEMENT

Crowns and/or cross-slopes must be incorporated into the compacted base material.

If the slope is 2% or lower, a crown should be incorporated into the pathway.

If the slope is greater than 2%, incorporate a cross-slope.

Note: The addition of crowns and cross-slopes is heavily dependent upon surrounding watershed.

3.3 SPREADING

The use of a paving machine is highly recommended for large projects to evenly spread Organic-Lock Pathway Aggregate at the specified depth. It's recommended to screed the material to ensure the depth is consistent for smaller projects or projects with tight areas.

Spread materials only when temperatures are above 40° Fahrenheit (5° Celsius).

Spread the loose and uncompacted Organic-Lock Pathway Aggregate over the compacted base material.

Typically, a lift of 4 inches of loose, pre-wet Organic-Lock Pathway Aggregate will compact to the required 3-inch depth for Foot-Traffic Pathways.

3.4 COMPACTION

Make 4-6 passes using a 1-ton double or single static drum roller, or equivalent. A Foot-Traffic Pathway will typically require one lift, compacted to 3 inches.

Compaction will vary with different aggregates due to particle shape and size. It will compact 20-25%, less if using paving machinery. This level of compaction needs to be monitored as early as possible (starting during the test plot) to determine the actual degree of compaction. It is better to put down too much material and to remove it from the top than to put down too little and add a layer later.

Compact to 95% Modified Proctor Density.

Note: Vibratory compaction is acceptable for the base material but generally not suitable for Organic-Lock blended aggregate as it risks disassociating the bonds of the stabilized aggregate or allowing the fines and moisture to migrate to the surface, causing the surface to take on a smooth, concrete-like appearance. Organic-Lock Blended Aggregates should be compacted using a single or double drum static roller wherever possible. For tight spaces that are not accessible by drum rollers, a hand tamper is recommended. However, in certain circumstances, a vibratory or plate tamper can be used where the installer deems it to be more effective as hand-tamping over large spaces will create inconsistent results.

Provided the moisture content of the Organic-Lock blended aggregate is adequate, additional hydration should not be necessary. On dry, sunny days, however, the surface layer may start to dry out while installing, in which case, a light misting would be appropriate to prevent surface cracks from appearing during compaction. Refer to our installation guideline video https://www.youtube.com/watch?v=mzQ-vZu2ynw&list=PL4SwT3V0vLBg_K6VCTUWAuep3zDg_0yCv&index=6&t=40s for more information.

3.5 COMPLETING INSTALLATION

Apply a light spray to the surface of the material to give a clean appearance.
Apply water until the water begins to run-off.

Do not allow any traffic on the newly installed pathway until fully cured, a minimum of 24-72 hours.

3.7 3.6 REPAIRS AND PROTECTION

Excavate the damaged area and scarify exposed Organic-Lock Pathway Aggregate.

Pre-blend the replacement crushed stone aggregate material with Organic-Lock at 28-34 lbs / imperial ton. Apply the material to the excavated area and compact. Thoroughly water the material to achieve an 8-10% moisture content. Use the “snowball test” to determine moisture content - refer to https://www.youtube.com/watch?v=mzQ-vZu2ynw&list=PL4SwT3V0vLBg_K6VCTUWAuep3zDg_0yCv&index=6&t=40s for details.

Allow the newly installed Organic-Lock Pathway Aggregate to cure, but not completely dry out.

Re-compact the material, ensuring that the final grade and crown are maintained.

3.7 MAINTENANCE

All outdoor products require a level of maintenance analysis. It is recommended to do a thorough analysis of your installed Organic-Lock blended aggregate 7 days after installation followed by monthly analysis to ensure no alterations are required.

Erosion Damage

The greatest element of concern is rainfall erosion. Often, this problem can be greatly reduced by adjusting the watershed areas surrounding the product itself. The best way to determine how the water is building up, is to examine your project area during a rainstorm. Learning where the water is coming from can lead to water diverting that dramatically reduces the stress on your surface.

Installing culverts, drains, cross slopes, crowns, or diverters can limit the majority of stress causing damage.

If you do experience erosion damage, first look at ways to get the water away or slow the water down, that's causing the damage...secondly, replace the lost material with new material following the guidelines below.

Excess Loose Material

Directly after the installation, the aggregate surface will be smooth because of the weight of the fresh compaction. As the surface weathers with traffic and time, the larger particles of the aggregate will loosen on the surface to create a natural look and feel which is often sought after. The loose aggregate particles on your surface should not exceed 1/4" in depth.

Sweeping off the excess particles can be accomplished in areas where excess 1/4" chip is not detrimental. These loose particles can also be shoveled and removed from site. The remaining surface will eventually chip loose again, so new material is recommended as a top up (see instructions below) after doing this more than once.

If material exceeds a 1/4", redistribute the particles over a greater surface, scarify the surface to a depth of 1" and water to a 1" depth and compact with a roller of no less than 1000-lbs. Keep traffic off for 24-72 hours.

Removing Debris

You can remove grass clippings, soil, debris or organic material by mechanically blowing or hand raking as needed.

Snow Plowing

When plowing snow, use a shoe lift or rubber baffle on the blade of the plow to lift the blade up 1/4" off the surface. Extra precautions should always be taken after the first snow and last snow of the season, as this is when the material is most prone (i.e. the ground is not frozen).

3.8 ADDING NEW BLENDED ORGANIC-LOCK BLENDED AGGREGATE MATERIAL TO DAMAGED AREAS

Below the loose surface particles, the firmed material should be stable to resist erosion and support the intended traffic.

If this lower level material incurs damage, we recommend the following:

Fixing Lightly Damaged Areas

Lightly damaged areas can be repaired by soaking, scarifying with a rake to 1-2 inches and compacting the scarified area using a roller or a hand tamper.

Adjusting Organic-Lock Blended Aggregate

The Organic-Lock gel activates each time it comes in contact with water, which allows for the blended aggregate to be physically broken up, re-worked and returned back to its initial state. This self-healing nature allows for a simplified maintenance procedure that leaves no sign of the maintenance itself.

For example:

If you have to run an irrigation line below your finished pathway, all you need to do is add water, dig the material up, put down your irrigation line, spread the material back in place, then water and compact it using a roller or a hand tamper back to new.

Fixing Larger or More Severely Damaged Areas

Excavate the damaged area to a depth of 2" to an approximate 50% increase in area (i.e. if your area is in a 4-foot radius circle, excavate a total of 6 feet in diameter).

Estimate amount of material lost or material needed to be topped up. Add this amount of preblended Organic-Lock aggregate in the area.

Blend this newly blended aggregate in by one of the following methods:

A. Rototill to a Depth of 2 Inches

This needs to be done with multiple passes and should not exceed the depth of the Organic-Lock blended aggregate (i.e. avoid disrupting the base material). Spray the surface with a light spray and begin to till this material to achieve a homogeneous blend of the new and existing material. Add further water as you mix to achieve the optimal snowball (as seen in the snowball test).

B. Remove and Blend the Material Off Site

Add the new Organic-Lock blended aggregate to the existing material on a clean pad. Using a front-end loader (or shovels for smaller projects) mechanically turn the material over until you achieve a homogeneous blend. Add water into this mixture until you achieve an optimal snowball (as seen in the snowball test).

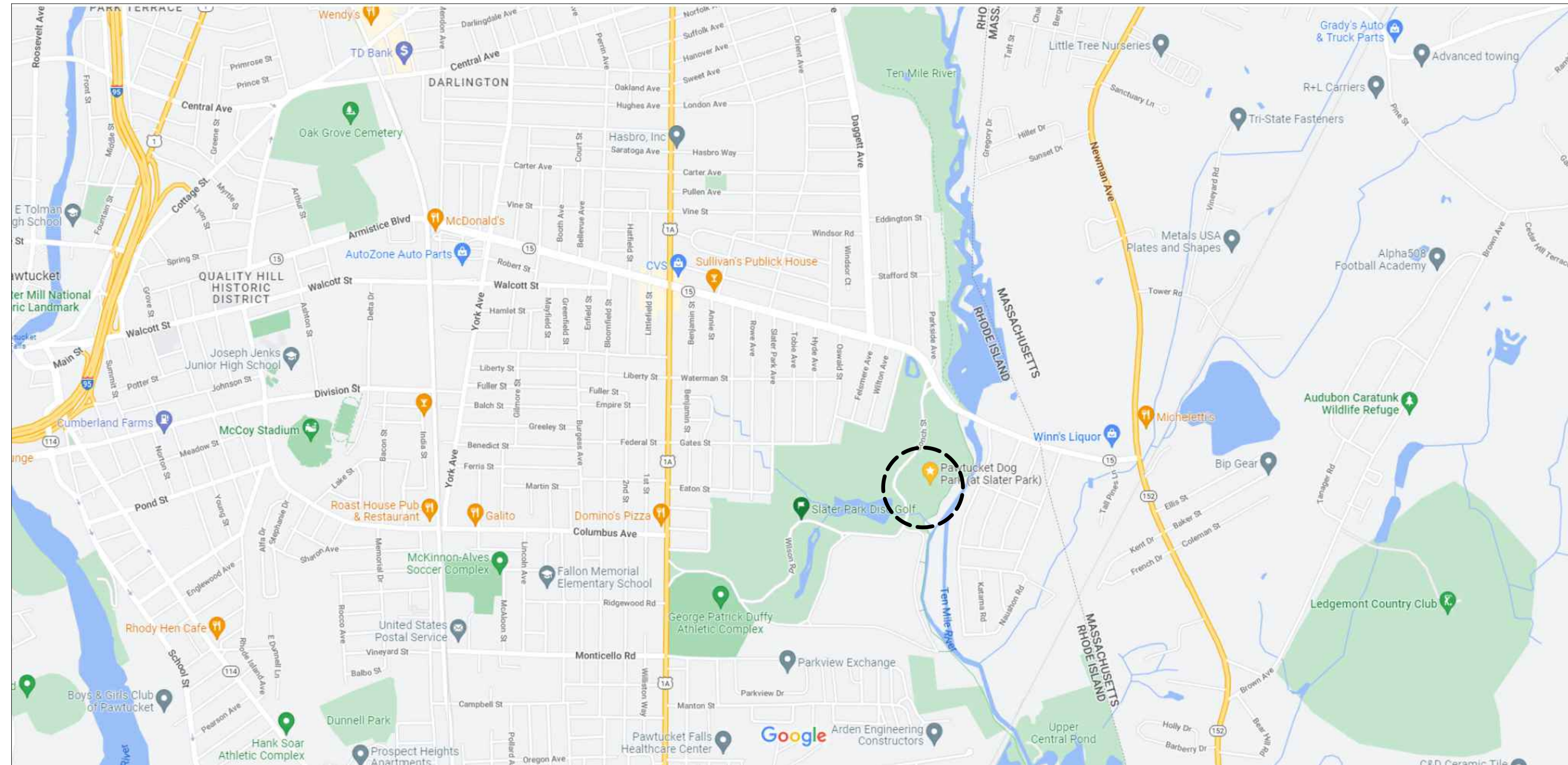
Spread this newly blended material back into the area where the excavation was completed and compact using a roller or a hand tamper

Note: Maintenance or patching should not be compacted with a vibratory plate compactor because it will rattle and damage the surrounding cured area.

END OF SECTION

Appendix G

Site Plans Issued for Bid



SLATER PARK DOG PARK RENOVATION

Pawtucket, Rhode Island

THE HONORABLE DONALD R. GREBIEN, Mayor



LOCUS MAP

not to scale

INDEX TO DRAWINGS:

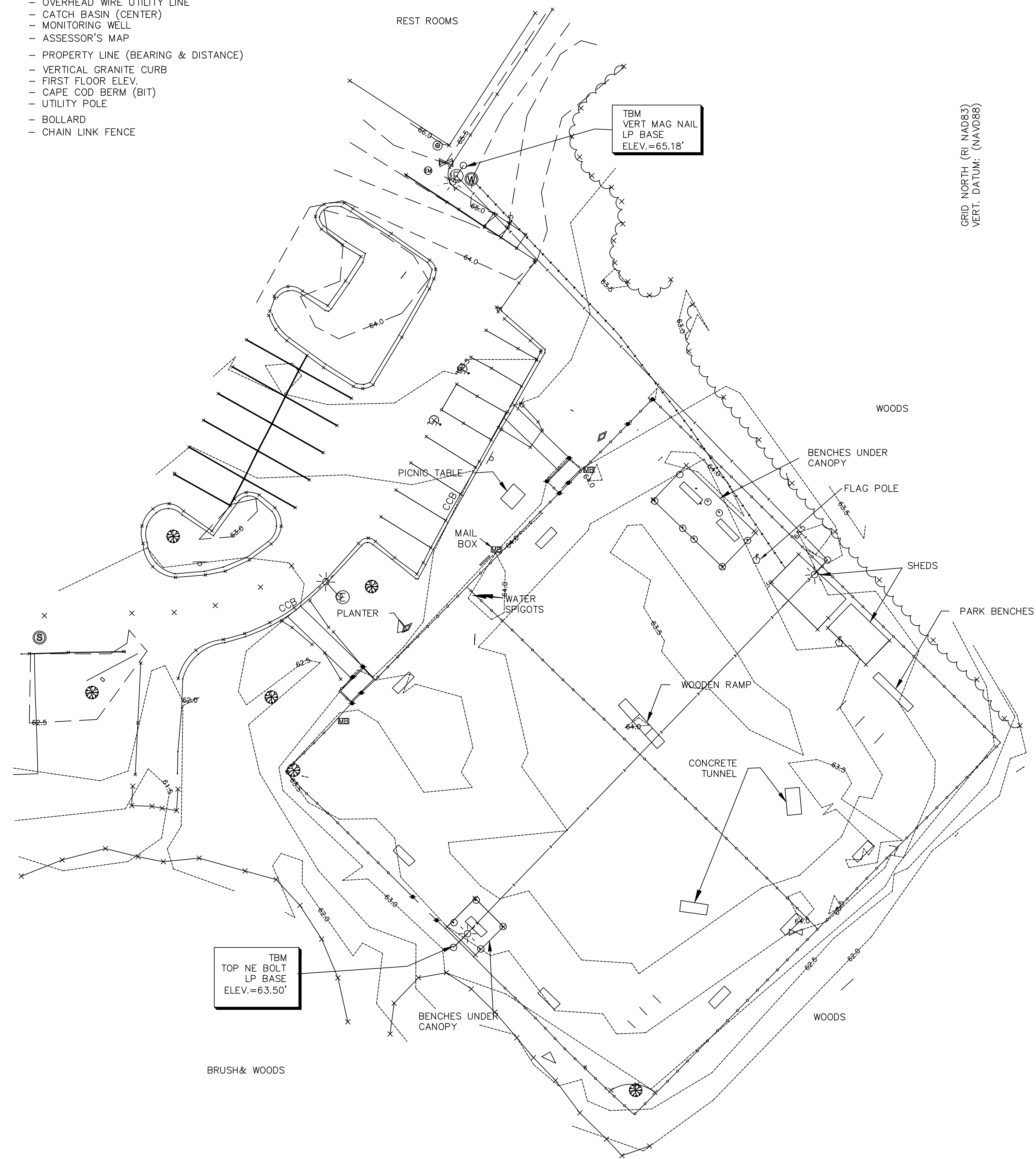
- COVER
- EX EXISTING CONDITIONS PLAN
- L-1 DEMOLITION PLAN
- L-2 LAYOUT PLAN
- L-3 GRADING PLAN
- L-4 MATERIALS PLAN
- L-5 LANDSCAPE PLAN
- L-6 CONSTRUCTION DETAILS
- L-7 CONSTRUCTION DETAILS

Landscape Architect

GARDNER+GERRISH, LLC
151 Broadway, Suite 245
Providence, Rhode Island 02903
401.263.3784

ISSUED FOR BID - 05 APRIL 2023

- LEGEND
- IR FND./SET
 - DH FND./SET
 - DHCB FND.
 - DHSB FND.
 - ⊙ IP FND.
 - IRON ROD FOUND OR SET
 - DRILL HOLE FOUND OR SET
 - DRILL HOLE IN CONCRETE BOUND FOUND
 - DRILL HOLE IN STONE BOUND FOUND
 - IRON PIPE FOUND
 - EXISTING CONTOUR
 - SEWER LINE
 - WATER LINE
 - GAS LINE
 - DRAIN LINE
 - ELECTRIC LINE(UND.GRND.)
 - TELEPHONE/COMMUNICATION LINE
 - SEWER MANHOLE
 - DRAIN MANHOLE
 - ROOF DRAIN
 - LIGHT POLE
 - HYDRANT
 - WATER GATE VALVE
 - GAS GATE VALVE
 - OVERHEAD WIRE UTILITY LINE
 - CATCH BASIN (CENTER)
 - MONITORING WELL
 - ASSESSOR'S MAP
 - PROPERTY LINE (BEARING & DISTANCE)
 - VERTICAL GRANITE CURB
 - FIRST FLOOR ELEV.
 - CAPE COD BERM (BIT)
 - UTILITY POLE
 - BOLLARD
 - CHAIN LINK FENCE
 - OHP
 - CCB
 - ◆ MW
 - AM
 - VGC
 - FFE
 - CCB
 - #106



GRID NORTH (RI NAD83)
VERT. DATUM: (NAVD88)



VICINITY MAP

UTILITY NOTE

UTILITIES ARE PLOTTED FROM FIELD LOCATION AND ANY RECORD INFORMATION AVAILABLE, AND SHOULD ONLY BE CONSIDERED APPROXIMATE. OTHER UTILITIES MAY EXIST WHICH ARE NOT EVIDENT OR FOR WHICH RECORD INFORMATION WAS NOT AVAILABLE. CONTRACTORS (IN ACCORDANCE WITH APPLICABLE RI LAWS) MUST CONTACT ALL UTILITY COMPANIES BEFORE EXCAVATING AND DRILLING (ALSO CALL "DIG-SAFE" 1-800-322-4844).

FLOOD ZONE CERTIFICATION

ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE MAJOR IMPROVEMENTS ON THIS PROPERTY ARE NOT LOCATED IN AN AREA DESIGNATED AS SPECIAL FLOOD HAZARD AREA. COMMUNITY NO. 445406
COMMUNITY PANEL NO. 44007C0317J
EFFECTIVE DATE: 9/18/2013

NOTE: PROPERTY LOCATED IN A ZONE X (UNSHADED) AREA OF MINIMAL FLOODING

HORIZONTAL DATUM IS NAD83, RI STATE PLANE COORDINATE SYSTEM, OBSERVED THROUGH SMARTNET REAL TIME NETWORK. RTK GPS USED.

VERTICAL DATUM IS NAVD88, OBSERVED THROUGH SMARTNET REAL TIME NETWORK. RTK GPS USED.

TRADITIONAL 1" ROBOTIC TOTAL STATION USED FOR TOPOGRAPHIC SURVEY AND CONTROL.

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

DATA ACCUMULATION SURVEY, CLASS III, T-1 AND IS A RESULT OF AN ON THE GROUND SURVEY CONDUCTED BY THIS FIRM BETWEEN DECEMBER 1 AND DECEMBER 15, 2021. THIS IS NOT A COMPILATION PLAN.

THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS: TO PREPARE AN EXISTING CONDITIONS SURVEY AND PLAN.

BY: JOHN A. HALNON, PLS RI# 1906 COA# A347

DATE: 12/23/21

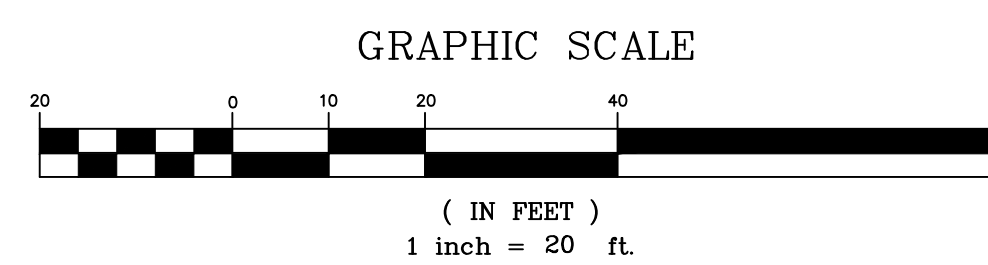
EXISTING CONDITIONS
SURVEY PLAN OF LAND
IN
PAWTUCKET, RI

PREPARED FOR:
GARDNER + GERRISH, LLC

PAWTUCKET DOG PARK AT SLATER PARK
835 ARMISTICE BLVD.
PAWTUCKET, RI 02861

DATE: DECEMBER 23, 2021

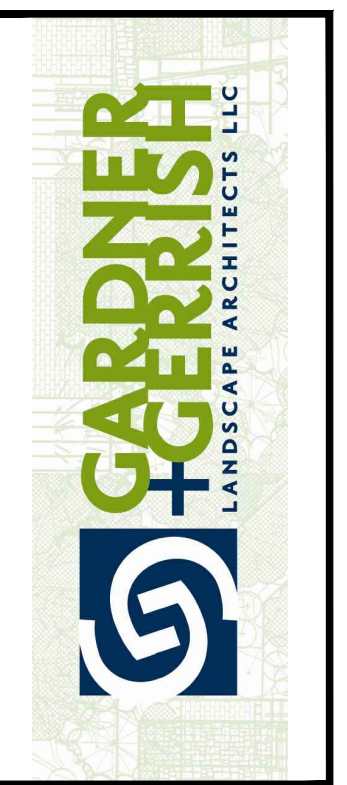
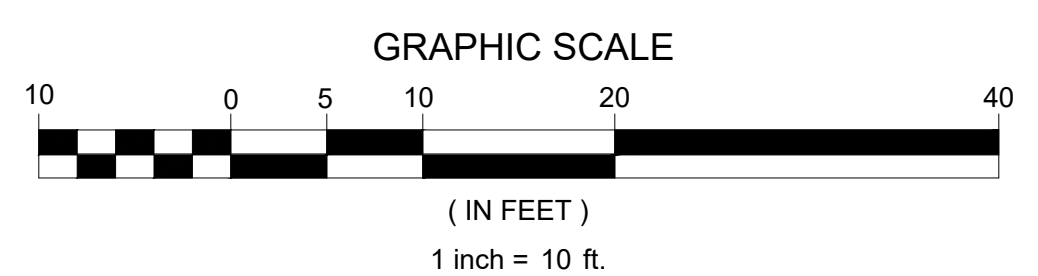
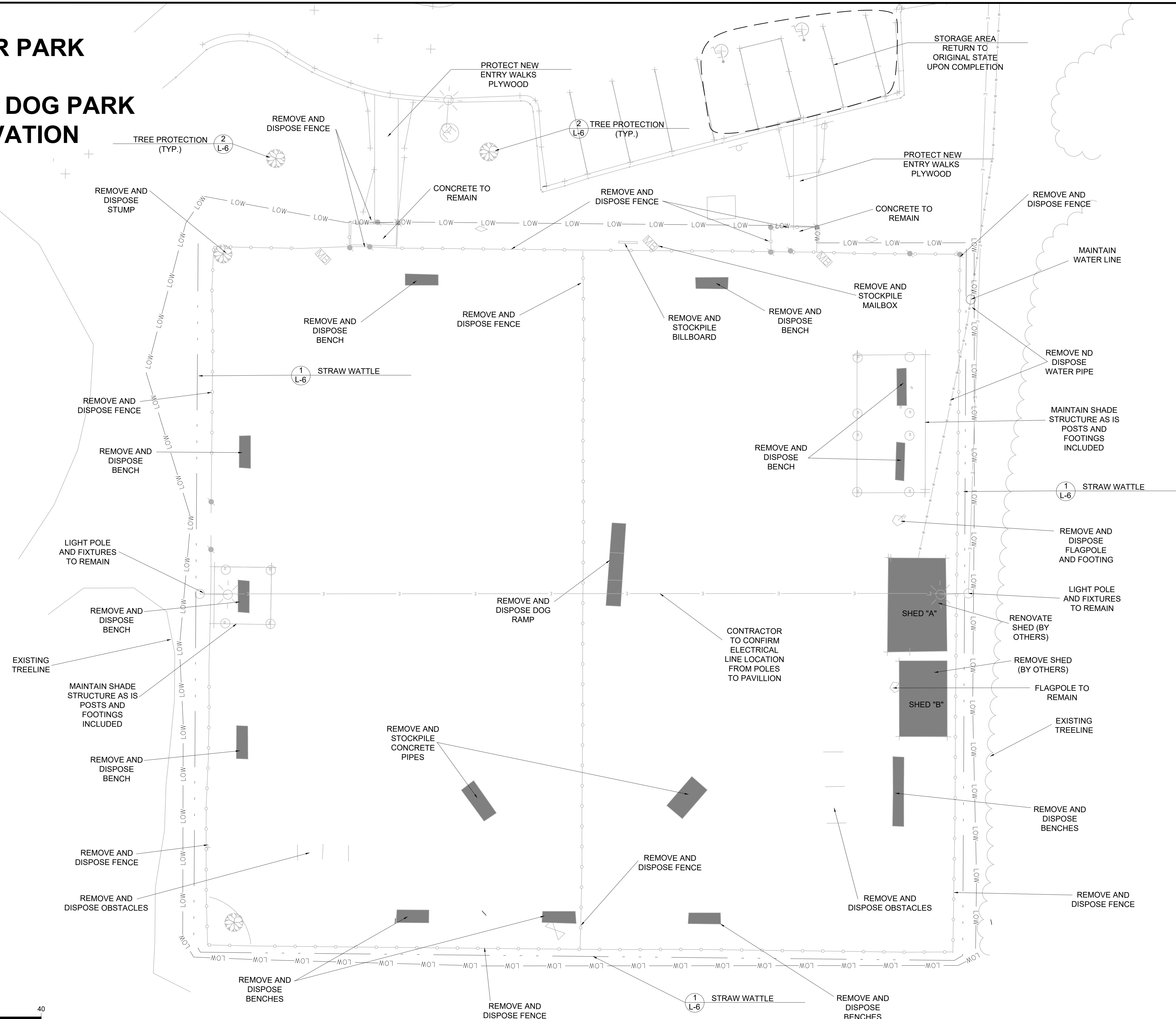
SCALE: 1"=20'



HALNON
LAND SURVEYING, INC.
34 CROSS STREET
NORTON, MA 02766
t. 508-285-3141 f. 508-285-3142

SLATER PARK

PROPOSED DOG PARK RENOVATION



NO.	REVISIONS	BY	DATE

Demolition Plan

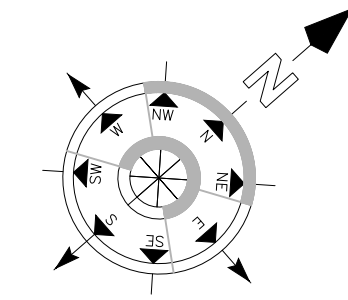
Slater Park
Dog Park
Pawtucket, Rhode Island

DESIGNED BY	TDG
DRAWN BY	SEC
CHECKED BY	TDG
DWG SCALE	1" = 10'
CONTRACT NO.	
DATE	04/05/23

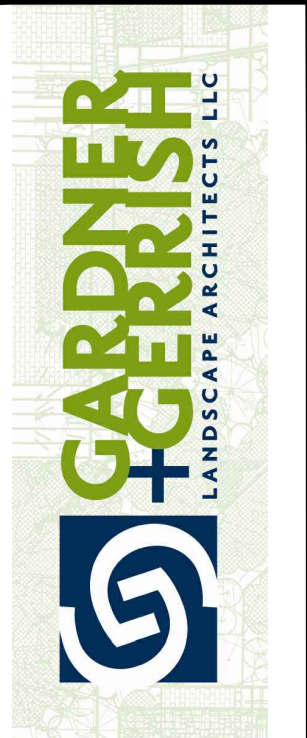
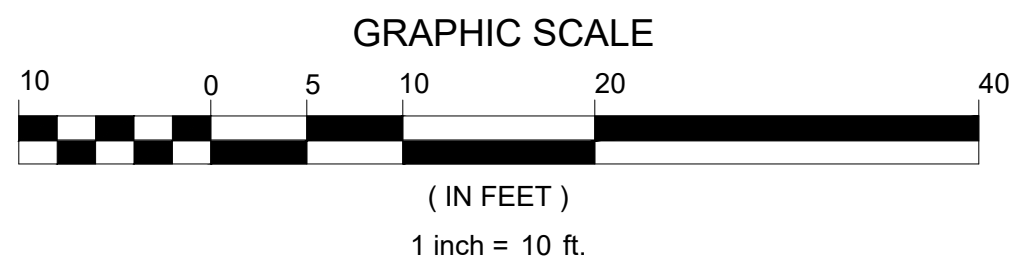
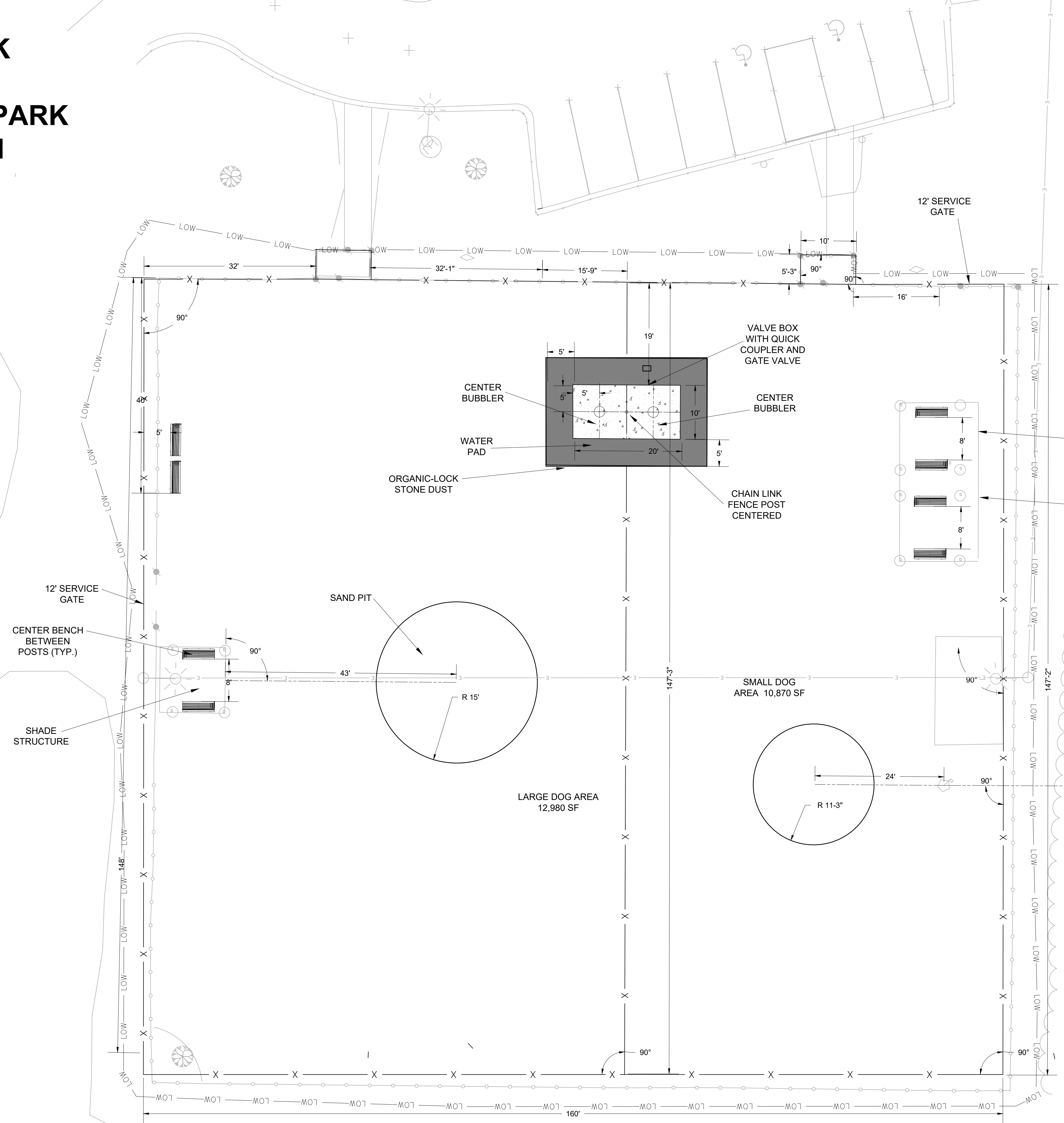
L-1

SLATER PARK

PROPOSED DOG PARK RENOVATION



- LAYOUT NOTES**
1. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.
 2. STORAGE AREAS FOR CONTRACTOR'S EQUIPMENT AND MATERIALS SHALL BE IN THE ADJACENT PARKING LOT AND SECURED THERE.
 3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES IN THE PLAN TO THE ARCHITECT PRIOR TO STARTING WORK.
 4. ALL LAYOUTS FOR WALKS, PATHS AND TERRACES SHALL BE ADEQUATELY STAKED BY THE CONTRACTOR AND APPROVED BY THE ARCHITECT PRIOR TO CONSTRUCTION.



NO.	REVISIONS	BY	DATE

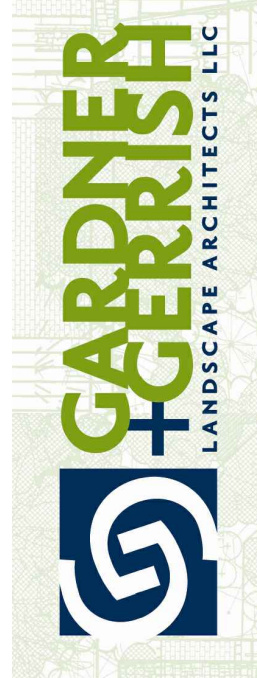
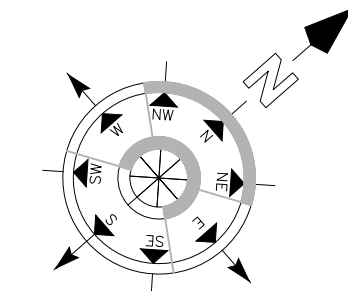
Layout Plan

Slater Park Dog Park
Pawtucket, Rhode Island

DESIGNED BY	TDG	DWG SCALE	1" = 10'
DRAWN BY	SEC	CONTRACT NO	
CHECKED BY	TDG	DATE	04/05/23

L-2

SLATER PARK PROPOSED DOG PARK RENOVATION



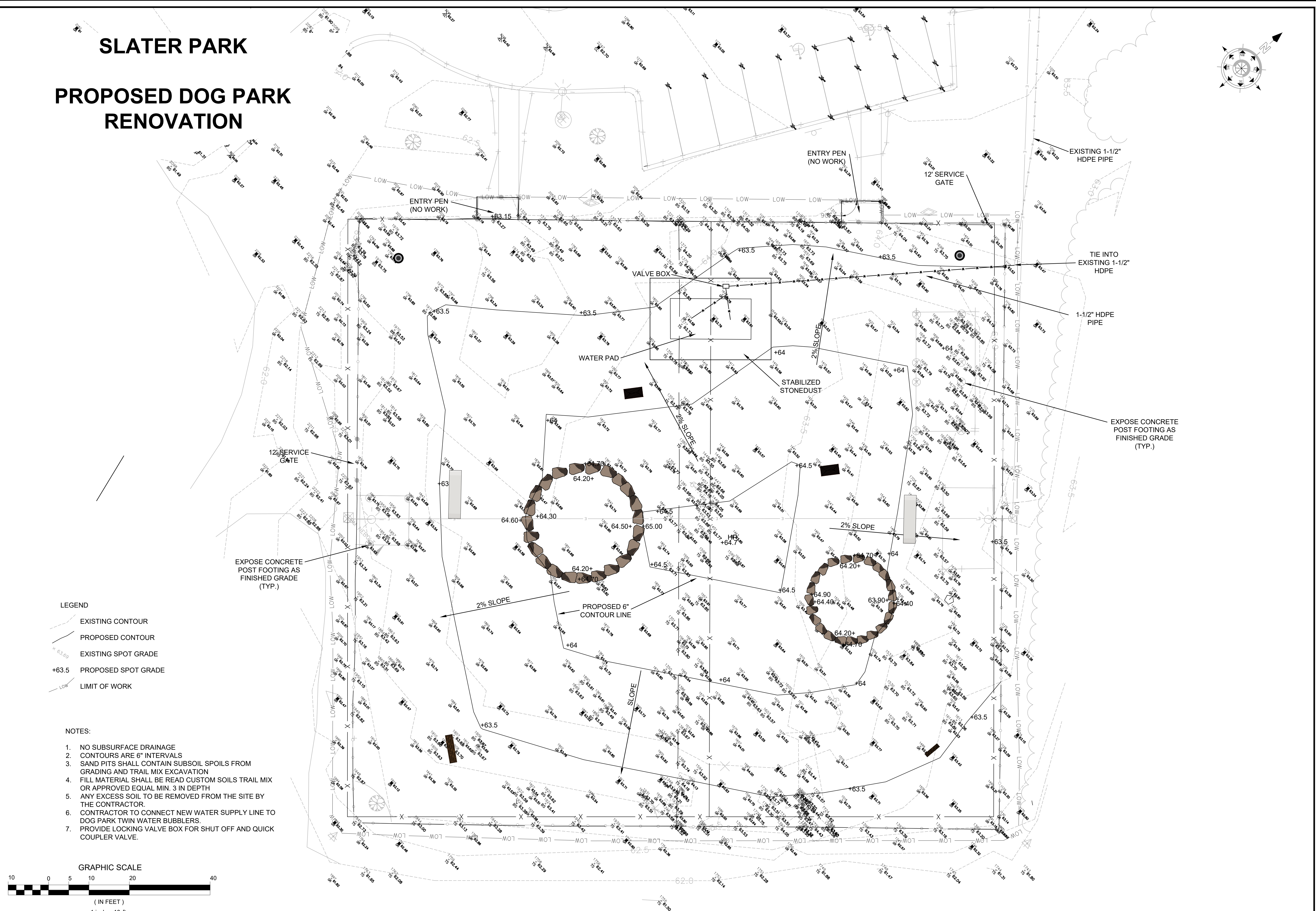
NO.	REVISIONS	BY	DATE

Grade Plan

Slater Park
Dog Park
Pawtucket, Rhode Island

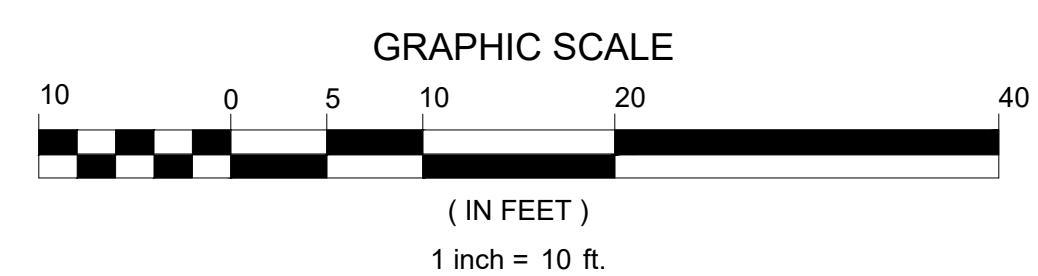
DESIGNED BY TDG	DWG SCALE 1" = 10'
DRAWN BY SEC	CONTRACT NO.
CHECKED BY TDG	DATE 04/05/23

L-3

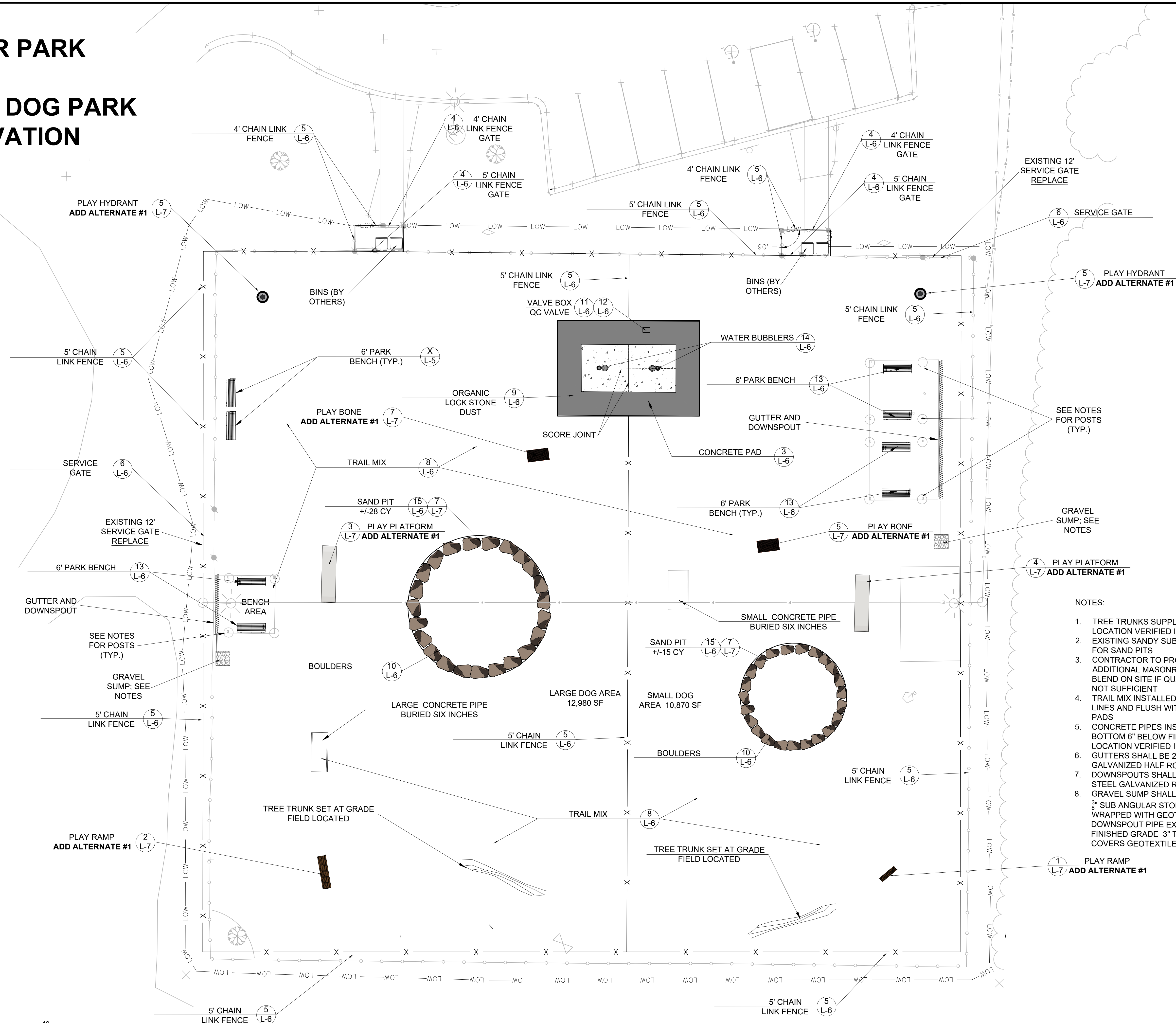
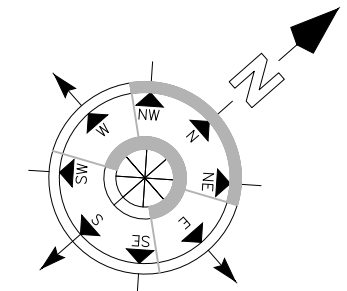


- LEGEND**
- - - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - x 63.69 EXISTING SPOT GRADE
 - +63.5 PROPOSED SPOT GRADE
 - LOW LIMIT OF WORK

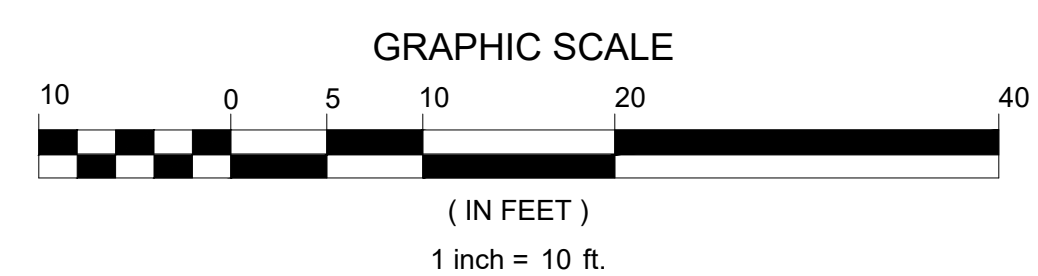
- NOTES:**
1. NO SUBSURFACE DRAINAGE
 2. CONTOURS ARE 6" INTERVALS
 3. SAND PITS SHALL CONTAIN SUBSOIL SPOILS FROM GRADING AND TRAIL MIX EXCAVATION
 4. FILL MATERIAL SHALL BE READ CUSTOM SOILS TRAIL MIX OR APPROVED EQUAL MIN. 3 IN DEPTH
 5. ANY EXCESS SOIL TO BE REMOVED FROM THE SITE BY THE CONTRACTOR.
 6. CONTRACTOR TO CONNECT NEW WATER SUPPLY LINE TO DOG PARK TWIN WATER BUBBLERS.
 7. PROVIDE LOCKING VALVE BOX FOR SHUT OFF AND QUICK COUPLER VALVE.



SLATER PARK PROPOSED DOG PARK RENOVATION



- NOTES:
1. TREE TRUNKS SUPPLIED BY CITY; LOCATION VERIFIED IN THE FIELD
 2. EXISTING SANDY SUBSOIL AS FILL FOR SAND PITS
 3. CONTRACTOR TO PROVIDE ADDITIONAL MASONRY SAND AND BLEND ON SITE IF QUANTITIES ARE NOT SUFFICIENT
 4. TRAIL MIX INSTALLED WITH FENCE LINES AND FLUSH WITH CONCRETE PADS
 5. CONCRETE PIPES INSTALLED WITH BOTTOM 6" BELOW FINISHED GRADE; LOCATION VERIFIED IN THE FIELD
 6. GUTTERS SHALL BE 26 GAUGE STEEL GALVANIZED HALF ROUND
 7. DOWNSPOUTS SHALL BE 26 GAUGE STEEL GALVANIZED ROUND
 8. GRAVEL SUMP SHALL BE 3' X 3' X 3' 3/8" SUB ANGULAR STONE PIT WRAPPED WITH GEOTEXTILE. DOWNSPOUT PIPE EXITS 18" BELOW FINISHED GRADE 3" TRAIL MIX COVERS GEOTEXTILE.



NO.	REVISIONS	BY	DATE

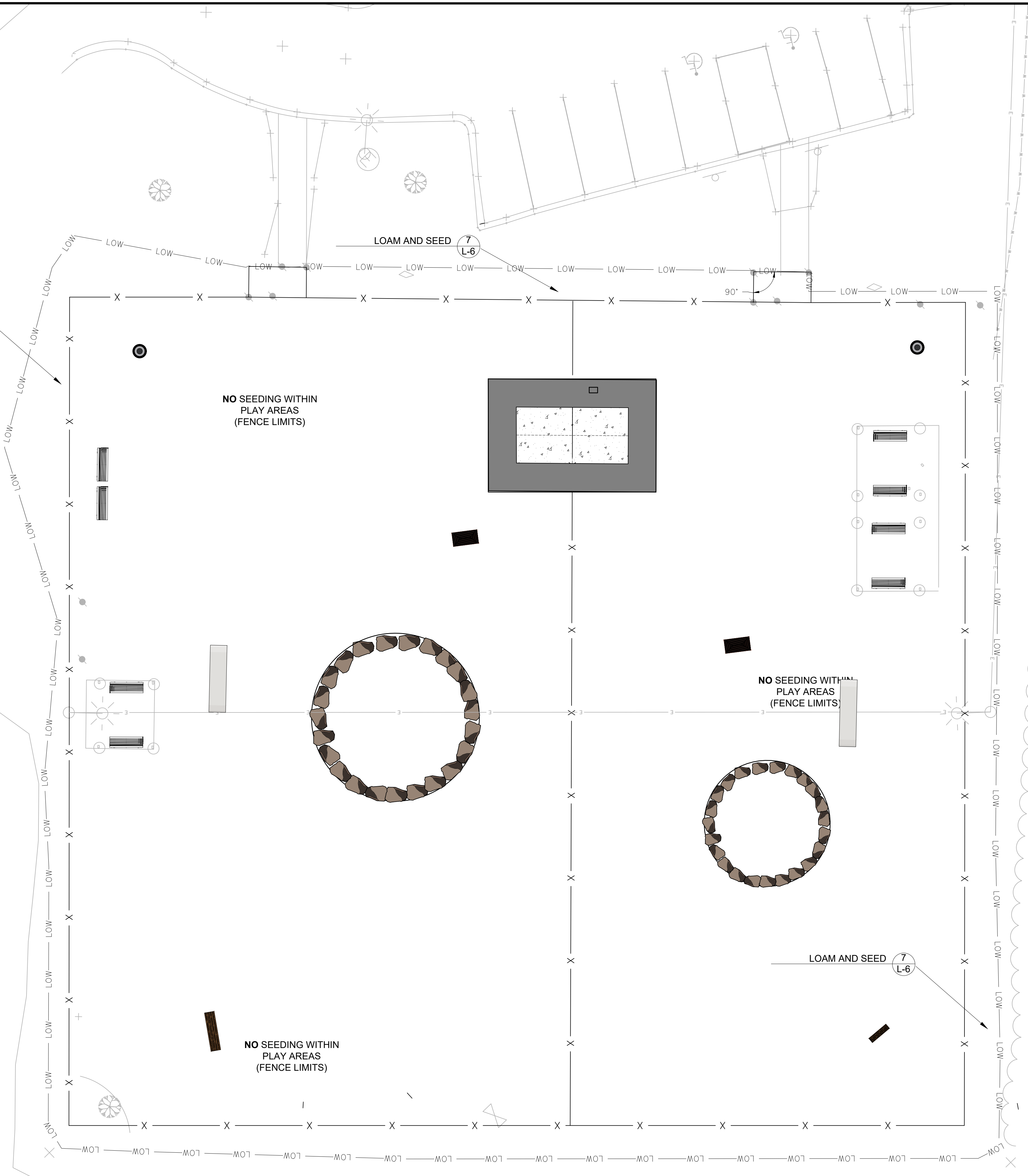
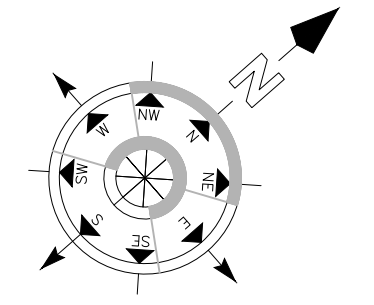
Materials Plan

Slater Park Dog Park
Pawtucket, Rhode Island

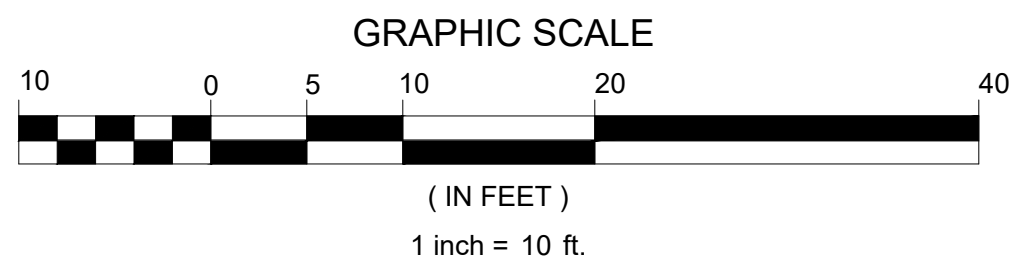
DESIGNED BY	DRAWN BY	CHECKED BY	DATE
TDG	SEC	TDG	04/05/23

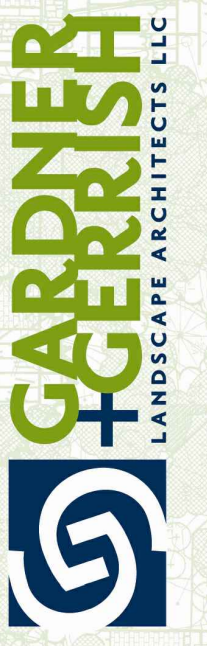
L-4

SLATER PARK PROPOSED DOG PARK RENOVATION



- NOTES:
- HYDROSEED ALL DISTURBED AREA OUTSIDE CHAIN LINK FENCE WITH SODCO FESCUE MICROCLOVER MIX OR APPROVED EQUAL. DROP SEED AT 5.75 LBS. PER 1000 SF, RAKE AND ROLL. THEN HYDROMULCH AT 5 LBS. PER 1000 SF.
 - CONTRACTOR IS NOT RESPONSIBLE FOR GROW IN OF TURF AND ALL MAINTENANCE. ACCEPTANCE BY THE OWNER SHALL NOT INCLUDE TURF.
 - (NIC) ACCEPTANCE INCLUDES A SATISFACTORY STAND OF TURF. AT END OF TWO MONTH MAINTENANCE PERIOD, A HEALTHY, UNIFORM, CLOSE STAND OF TURF HAS BEEN ESTABLISHED, FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 90% OVER ANY 10 SF AND BARE SPOTS NOT EXCEEDING 5'x5". (NIC)
 - CONTRACTOR TO MAINTAIN CONSTRUCTION FENCE DURING PROJECT AND REMOVE AFTER SUBSTANTIAL COMPLETION.





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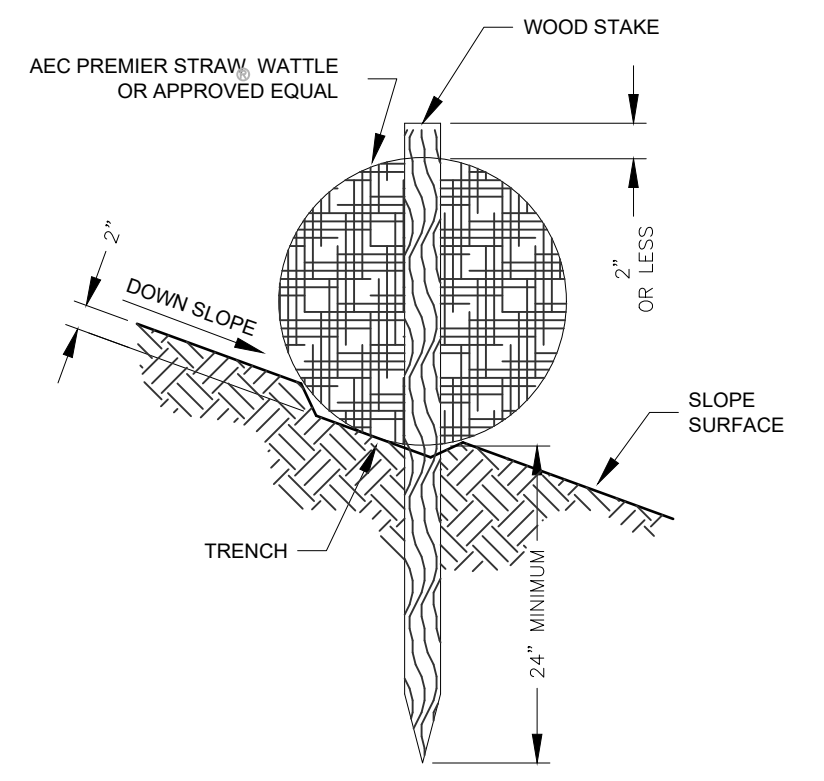
Landscape
Plan

Slater Park
Dog Park
Pawtucket, Rhode Island

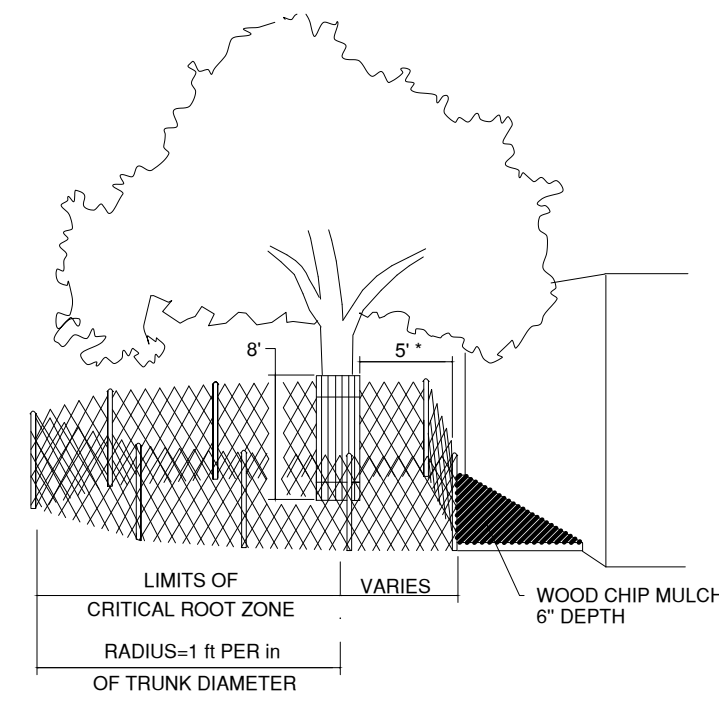
DESIGNED BY	TDG	DWG SCALE	1" = 10'
DRAWN BY	SEC	CONTRACT NO	
CHECKED BY	TDG	DATE	04/05/23

L-5

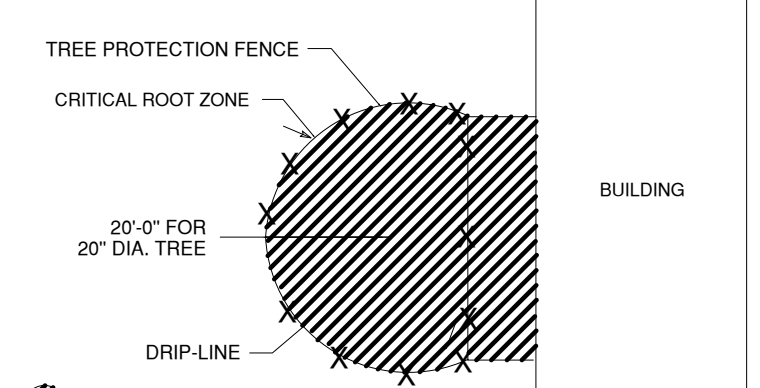
WATTLES ARE INSTALLED PERPENDICULAR TO THE SLOPE OR DIRECTION OF FLOW.
WOOD STAKE PLACED WITHIN 2' OF END OF WATTLE, THEN ANOTHER 2' AND THEN CONTINUOUSLY 4' O.C.
WHEN JOINING TWO WATTLES, TIGHTLY ABUT BOTH ENDS, TIE THE ENDS TOGETHER USING HEAVY TWINE OR PLASTIC LOCKING TIES.
LAST 2' OF WATTLES SHALL BE TURNED UPHILL.



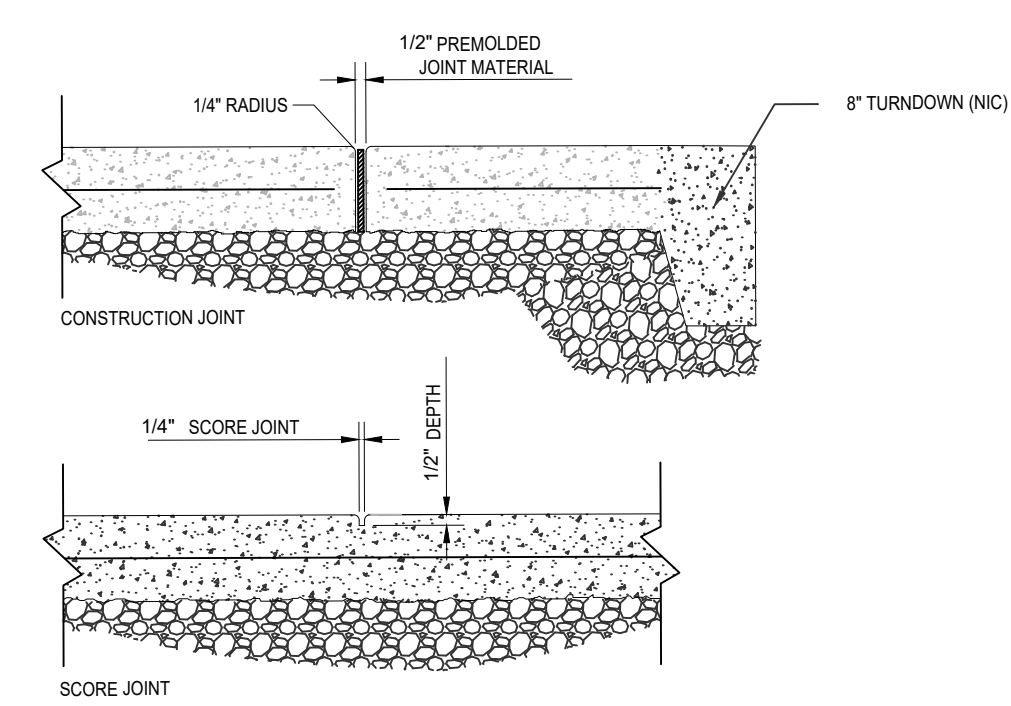
1 STRAW WATTLE No Scale



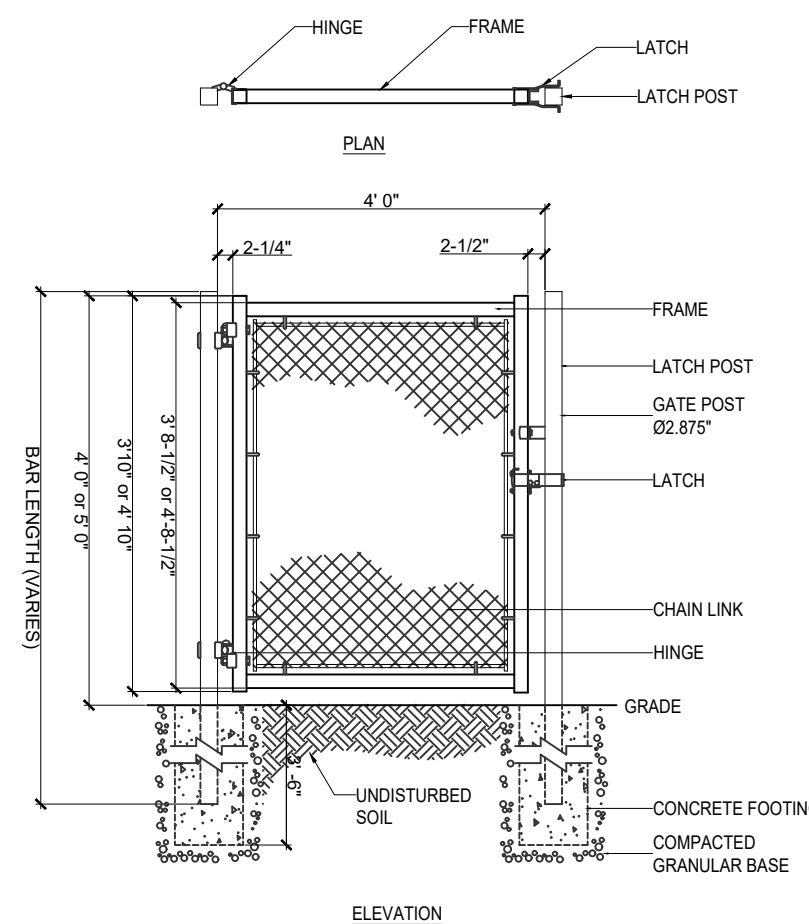
*AS NECESSARY TO PROVIDE MINIMUM NECESSARY WORK SPACE, IF LESS THAN 5', THEN ADD BOARDS STRAPPED TO TRUNK.



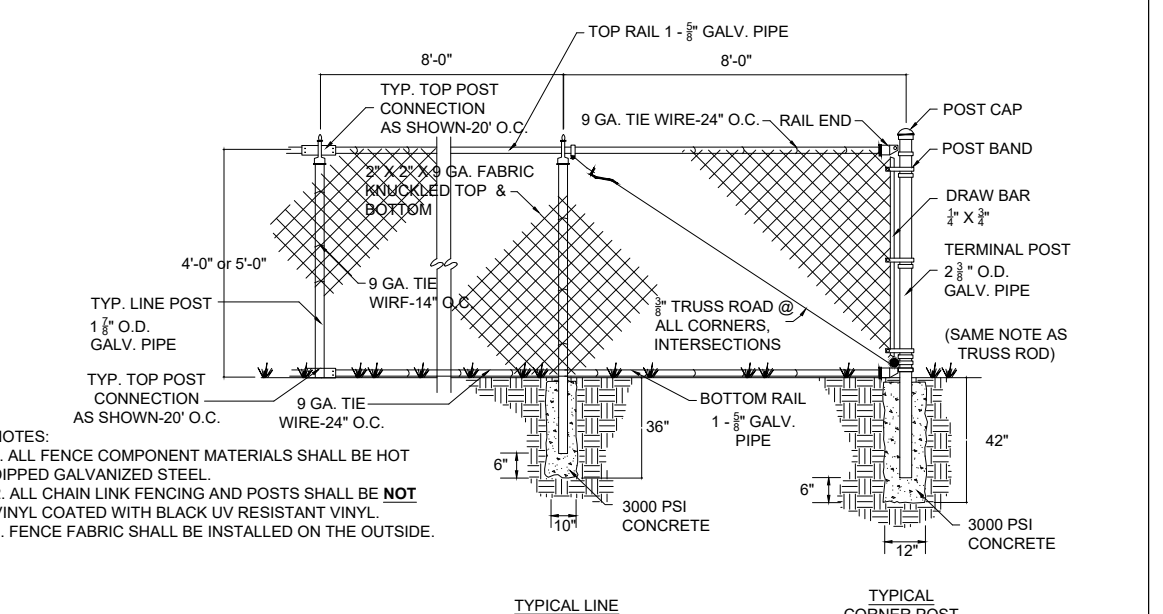
2 TREE PROTECTION No Scale



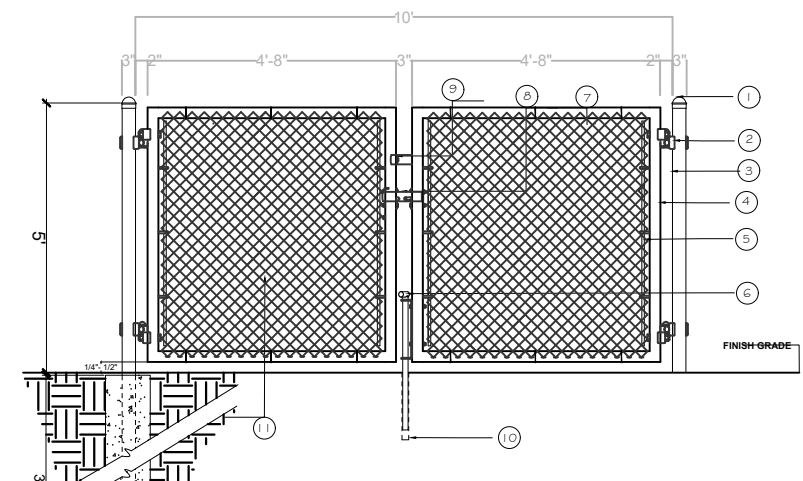
3 CONCRETE PAD No Scale



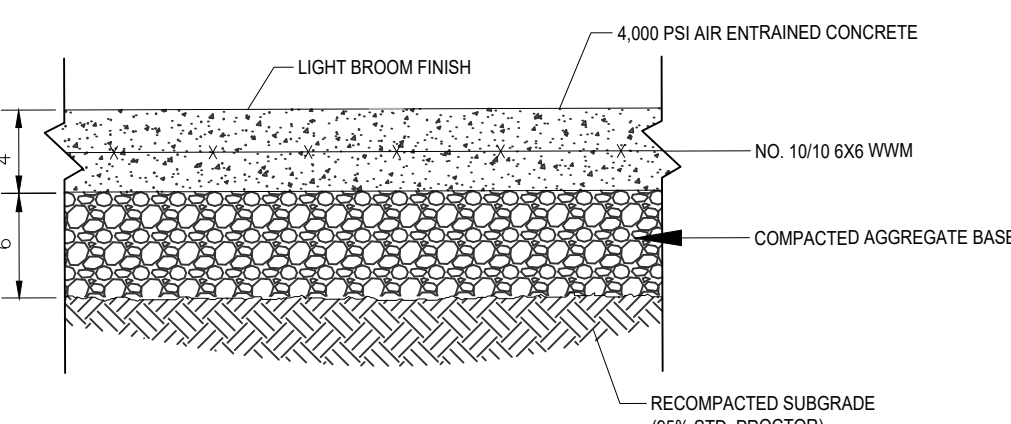
4 4-5" HIGH CHAIN LINK FENCE WITH SINGLE SWING GATE No Scale



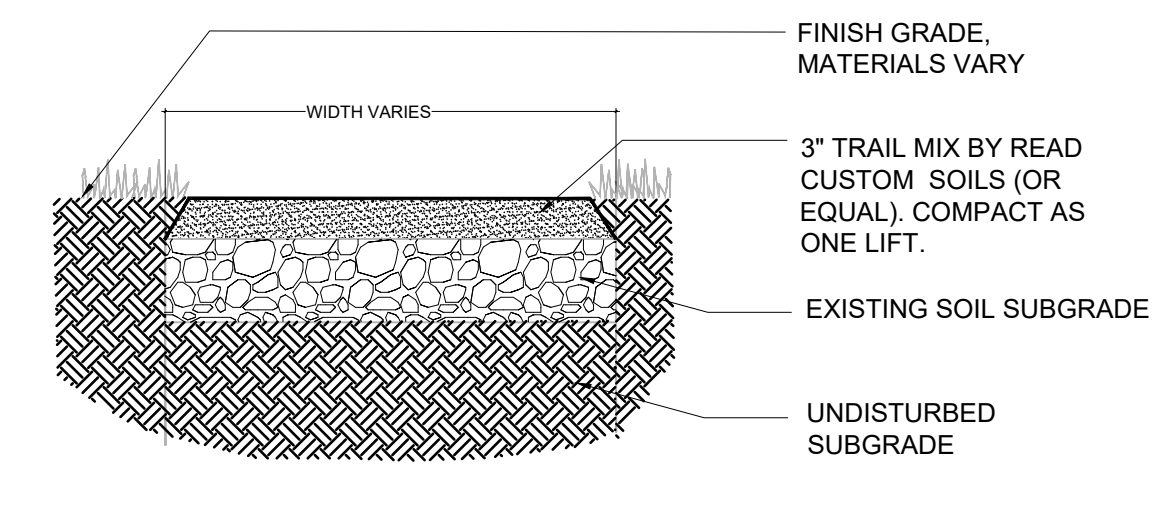
5 4' - 5" HIGH CHAIN LINK FENCE No Scale



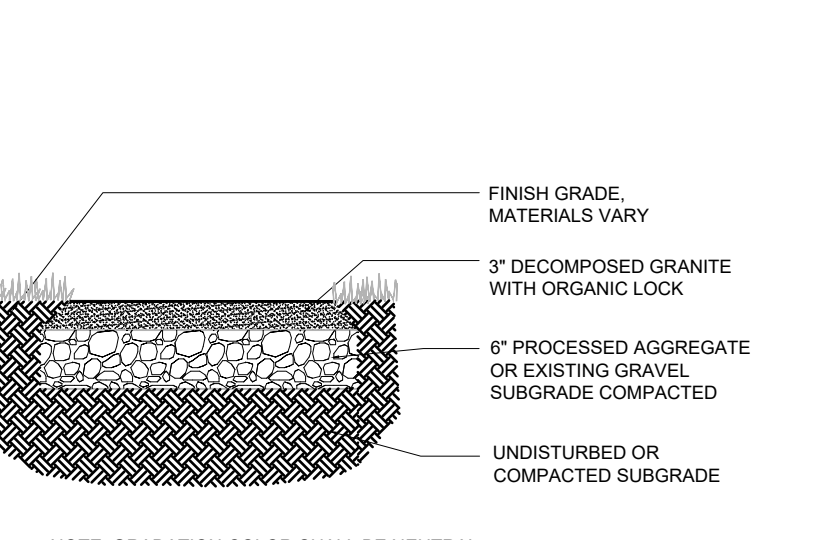
6 SERVICE GATES DETAIL No Scale



7 LOAM AND SEED No Scale

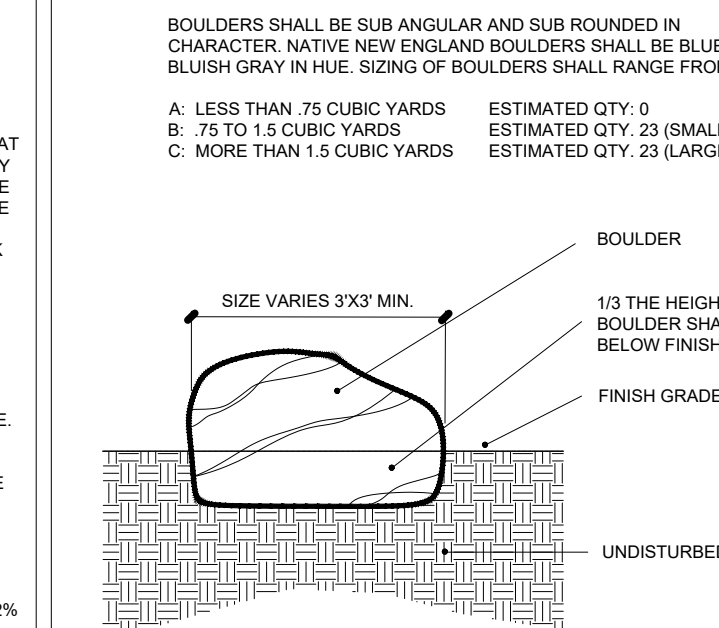


8 TRAIL MIX No Scale



9 ORGANIC-LOCK STONEDUST No Scale

PRE-WET ORGANIC-LOCK AGGREGATE BLEND IS THE PREFERRED METHOD OF INSTALLATION. THIS ENSURES THAT ORGANIC-LOCK BINDER IS HOMOGENEOUSLY ACTIVATED BY WATER. IF PRE-WETTING IS NOT DONE AT THE QUARRY, THE USE OF A FRONT-LOADING TRACTOR AND A WATER SOURCE CAN PRE-WET ORGANIC-LOCK PATHWAY AGGREGATE ON THE JOB SITE. SLOWLY ADD WATER TO THE ORGANIC-LOCK PATHWAY AGGREGATE AND TURN IT OVER UNTIL ~10% MOISTURE CONTENT (24 GALLONS PER IMPERIAL TON) IS ACHIEVED.
IF PRE-WETTING ORGANIC-LOCK PATHWAY AGGREGATE PRIOR TO SPREADING IS NOT POSSIBLE, SPRAY WATER AFTER SPREADING THE ORGANIC-LOCK PATHWAY AGGREGATE AT AN EVEN RATE OVER THE ENTIRE SURFACE. 24-45 GALLONS PER 100 SQUARE FEET IS REQUIRED. USE A MOISTURE PROBE PENETRATING THE FULL DEPTH OF THE ORGANIC-LOCK AGGREGATE LAYER TO ENSURE COMPLETE WATER SATURATION.
IF THE SLOPE OF YOUR PROJECT AREA IS LESS THAN 2% A CROWN SHOULD BE INCORPORATED INTO THE PATHWAY.
IF THE SLOPE OF YOUR PROJECT AREA IS GREATER THAN 2% INCORPORATE A CROSS SLOPE INTO THE PATHWAY.



10 BOULDER No Scale

Willoughby Stainless Fountains

CWBF-2 Series Outdoor Bottle Filler w/Drinking Fountain

Specify features and options, use the Model Number and Options page.

Example: To specify a CWBF-2 outdoor bottle filler with drinking fountain with recessed pushbutton, child drinking fountain low height, and 316 stainless steel body/frame in Blue color, use the following Willoughby Model Number: CWBF-2-RPB-CHD-316-BL.

Standard Features

- * Adult and Child A.D.A. compliant
- * Compliant to ADA reach height guidelines
- * Quick, 1-gallon-per-minute bottle fill rate
- * One-piece fully-welded construction
- * Standard heavy duty type 304 stainless steel 8" Sched. 10 main column and 11 Ga. flange
- * Optional marine-grade type 316 stainless steel body for installations near salt water
- * Solid stainless steel vandal resistant anti-rotation bottle filler spout
- * Solid stainless steel anti-rotation drinking fountain bubbler
- * High polished stainless steel bowl
- * Replaceable 9-line charcoal filter on inlet water supply
- * Heavy-duty main column access panels
- * Resistant to sunlight, heat, and vandalism
- * Promotes use of environmentally friendly refillable bottles, reducing use of disposable bottles
- * Powder coat finish (color options on page 2)

Recommended Specifications

Outdoor bottle filler with drinking fountain shall be Willoughby Model No. CWBF-2 (see Model Number and Options guide for actuator selection).

Model CWBF-2 outdoor bottle filler with drinking fountain shall be a dual-level, vandal resistant drinking fountain with 304 stainless steel 8" Sched. 10 main column and 11 Ga. flange.

Bottle filler spout and fountain bubbler shall be activated by separate recessed mounted solid stainless steel pushbutton assemblies (optional battery operated infrared activation available for bottle filler spout).

Drinking fountain shall have high-polished, 18 gauge stainless steel bowl with anti-rotation, anti-squirt, solid stainless steel bubblers.

All pushbuttons control lead-free, self-closing valves. Pushbutton operation shall require less than 5 lbs. of force.

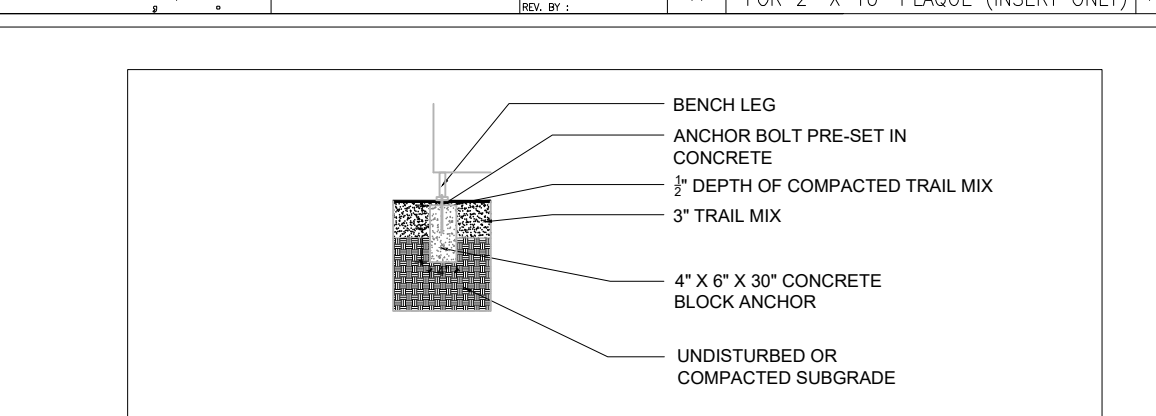
Flow controls are used to ensure adequate flow without being wasteful. Bottle filler flows 1.0 GPM, drinking fountain flows 0.5 GPM.

Model CWBF-2 fountain shall be lead-free, adhering to ANSISF 81, Section 9, ANSI A117.1 and American Disabilities Act of 2010 requirements.

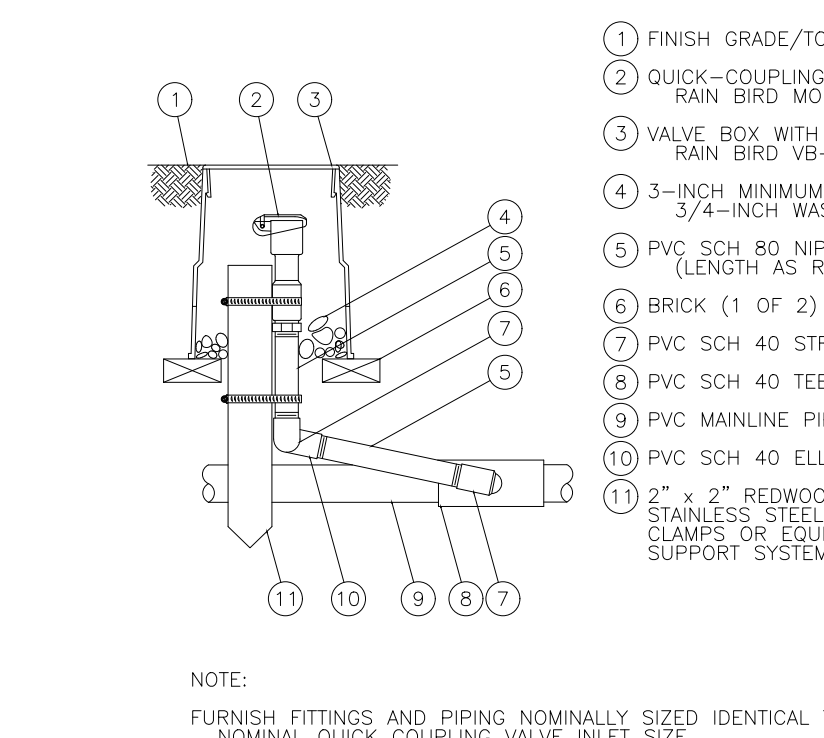
Optional 316 stainless steel body (main column, flange, and cap) are available for applications in which the unit's exterior may come into contact with salt water.

Optional mounting kit available for purchase consisting of stainless steel anchors, nuts, washers and rubber gasket washers. If optional kit is not used, stainless steel hardware recommended.

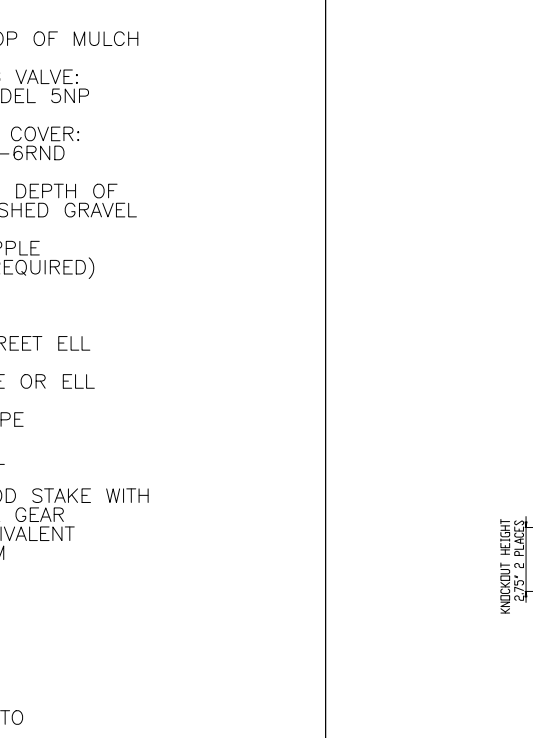
visit our website at www.willoughbystainlessfountains.com
5105 West 78th Street • Indianapolis, IN 46238
(317) 875-0830 • Fax: (317) 875-5837 • (800) 428-4005
MADE IN THE U.S.A.
© Rev. 11/2020 WSF-2-3



13 BENCH No Scale



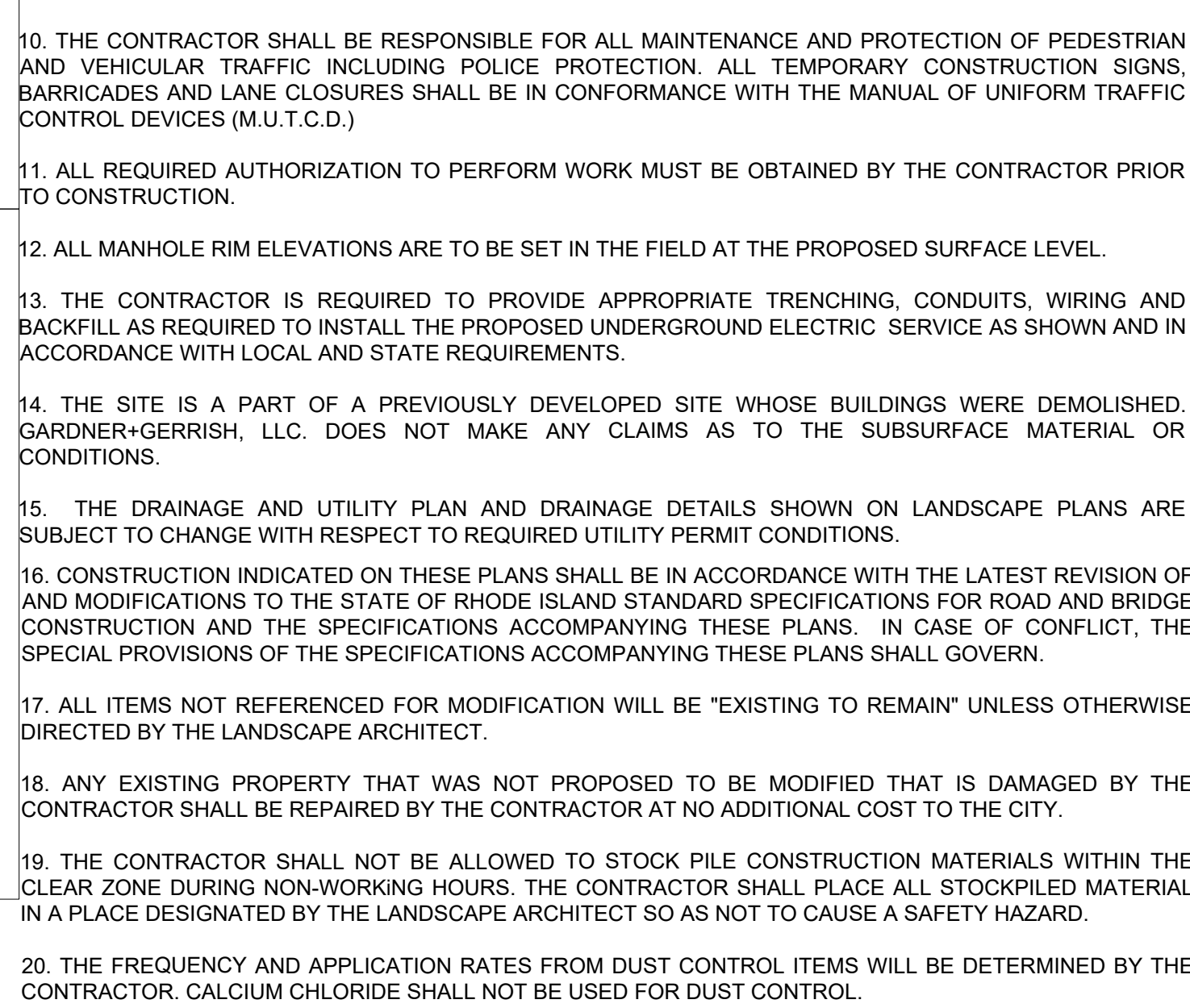
11 QUICK COUPLER No Scale



12 TAMPER PROOF VALVE BOX No Scale

14 WATER BUBBLER No Scale

GENERAL NOTES NOTES:
1. ALL DISTURBED AREAS SHALL BE REPLACED IN KIND UNLESS OTHERWISE SHOWN.
2. THE DRAINAGE SYSTEM SHALL BE CLEANED BY THE CONTRACTOR PRIOR TO ACCEPTANCE OF THE PROJECT AT NO ADDITIONAL COST.
3. FOR ALL EXCAVATION AND PLACEMENT OF FILL, THE CONTRACTOR SHALL PERFORM THE WORK IN FULL COMPLIANCE WITH THE RHODE ISLAND STANDARD SPECIFICATION SECTION.
4. IN ADDITION TO THE CONTRACT DOCUMENT, SPECIFICATIONS TO GOVERN THIS PROJECT ARE RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 1997 EDITION INCLUDING ALL REVISIONS AND SUPPLEMENTAL SPECIFICATIONS. STANDARD DETAILS FOR THIS PROJECT ARE RHODE ISLAND STANDARD DETAILS.
5. WORK SHOWN ON THE PLANS FOR WHICH THERE ARE NO PARTICULAR DETAILS, "CALL-OUTS", OR SPECIFICATIONS DOES NOT RELIEVE THE CONTRACTOR FROM FURNISHING AND INSTALLING THE WORK. THE CONTRACTOR SHALL THOROUGHLY EXAMINE DETAILS, THE CONTRACT DOCUMENTS AND PLANS AND INSPECT THE SITE, AND THE BID PRICE SHALL INCLUDE ALL SERVICES AND MATERIALS NECESSARY TO COMPLETE THE PROJECT. ANY CHANGES TO THE PROJECT OR THE INSTALLATION OF AN ITEM FOR WHICH NO PARTICULAR DETAIL OR SPECIFICATION WAS PROVIDED MUST BE REVIEWED BY AND MUST BE ACCEPTABLE TO THE ENGINEER.
6. DRAIN LINES SHALL BE HIGH-DENSITY POLYETHYLENE PIPE (HDPE) "ADS" N-12 SMOOTH INTERIOR HIGH DENSITY POLYETHYLENE CORRUGATED PIPE WITH WATERTIGHT JOINTS/FITTINGS, OR AN APPROVED EQUAL. FOR DRAIN LINES 30" AND LARGER SHALL HAVE "O" RING GASKETS, AND THE JOINTS ON THE OUTSIDE OF PIPE SHALL BE MORTARED.
7. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT THE CONDITIONS OF ALL PERMITS, SPECIFICATIONS, AS WELL AS FEDERAL, STATE AND LOCAL REGULATIONS ARE STRICTLY ENFORCED. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR ALL ASPECTS OF ON-SITE SAFETY.
8. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING DRAINAGE & UTILITIES, BOTH UNDERGROUND AND OVERHEAD, BEFORE EXCAVATION BEGINS IN ACCORDANCE WITH DIGSAFE AND BY CONTACTING THE INDIVIDUAL UTILITY COMPANIES. EXCAVATION SHALL BE IN ACCORDANCE WITH ALL STATUTES, ORDINANCES, RULES AND REGULATIONS OF ANY CITY, STATE OR FEDERAL AGENCY THAT MAY BE APPLICABLE. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MAINTENANCE AND PROTECTION OF PEDESTRIAN AND VEHICULAR TRAFFIC INCLUDING POLICE PROTECTION. ALL TEMPORARY CONSTRUCTION SIGNS, BARRICADES AND LANE CLOSURES SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.)
10. ALL REQUIRED AUTHORIZATION TO PERFORM WORK MUST BE OBTAINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. ALL MANHOLE RIM ELEVATIONS ARE TO BE SET IN THE FIELD AT THE PROPOSED SURFACE LEVEL.
12. THE CONTRACTOR IS REQUIRED TO PROVIDE APPROPRIATE TRENCHING, CONDUITS, WIRING AND BACKFILL AS REQUIRED TO INSTALL THE PROPOSED UNDERGROUND ELECTRIC SERVICE AS SHOWN AND IN ACCORDANCE WITH LOCAL AND STATE REQUIREMENTS.
13. THE SITE IS A PART OF A PREVIOUSLY DEVELOPED SITE WHOSE BUILDINGS WERE DEMOLISHED. GARDNER+GERRISH, LLC. DOES NOT MAKE ANY CLAIMS AS TO THE SUBSURFACE MATERIAL OR CONDITIONS.
14. THE DRAINAGE AND UTILITY PLAN AND DRAINAGE DETAILS SHOWN ON LANDSCAPE PLANS ARE SUBJECT TO CHANGE WITH RESPECT TO REQUIRED UTILITY PERMIT CONDITIONS.
15. CONSTRUCTION INDICATED ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF ANY MODIFICATIONS TO THE STATE OF RHODE ISLAND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE SPECIFICATIONS ACCOMPANYING THESE PLANS, IN CASE OF CONFLICT, THE SPECIAL PROVISIONS OF THE SPECIFICATIONS ACCOMPANYING THESE PLANS SHALL GOVERN.
16. ALL ITEMS NOT REFERENCED FOR MODIFICATION WILL BE "EXISTING TO REMAIN" UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT.
17. ANY EXISTING PROPERTY THAT WAS NOT PROPOSED TO BE MODIFIED THAT IS DAMAGED BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE CITY.
18. THE FREQUENCY AND APPLICATION RATES FROM DUST CONTROL ITEMS WILL BE DETERMINED BY THE CONTRACTOR. CALCIUM CHLORIDE SHALL NOT BE USED FOR DUST CONTROL.
19. DIMENSIONS SHOWN ON THE PLANS ARE APPROXIMATE.
20. ANY SIDEWALK OR ROADWAY DISTURBED BY CONSTRUCTION ACTIVITY SHALL BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST. THE COST SHALL BE CONSIDERED INCIDENTAL TO THE PRICE BID FOR THE ASSOCIATED WORK ITEM CAUSING THE DAMAGE. ANY SIDEWALKS OR ROADWAYS DAMAGED, OR TO BE RESTORED SHALL MATCH THE SAME MATERIAL THAT EXIST, INCLUDING CONCRETE BASE, UNLESS OTHERWISE INDICATED ON THE PLANS.
21. LOCATION AND DEPTH OF EXISTING UTILITIES ARE APPROXIMATE AND HAVE BEEN PLOTTED FROM THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL CHECK AND VERIFY LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES.
22. BUILDING SERVICE CONNECTIONS (ELECTRIC, WATER AND SANITARY) ARE SHOWN WHEREVER POSSIBLE. THE CONTRACTOR IS TO ASSUME THAT SERVICES ARE PRESENT TO ALL BUILDINGS. THEIR LOCATIONS ARE TO BE CHECKED WITH THE APPROPRIATE UTILITY COMPANIES.
23. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO WALLS, LOT CURBS AND FENCES ABUTTING SIDEWALKS DESIGNATED FOR REPLACEMENT OR REMOVAL, WHERE DIRECTED, NEW SIDEWALKS SHALL MEET SAID WALLS AND FENCES. PRIOR TO SIDEWALK REMOVAL, A SAW CUT SHALL BE PROVIDED IN ALL SIDEWALKS TO BE REMOVED A DISTANCE, TO BE DETERMINED BY THE ENGINEER (6 INCHES MINIMUM) FROM THE FACE OF ADJACENT BUILDINGS, RETAINING WALLS, LOT CURBS AND FENCES. THE FINAL SIX INCHES (MINIMUM) OF SIDEWALK SHALL BE REMOVED WITH CAUTION UNDER THE RESIDENT ENGINEER'S SUPERVISION. THERE WILL BE NO ADDITIONAL PAYMENT FOR ANY LABOR OR EQUIPMENT NECESSARY TO MEET THIS "REMOVE WITH CAUTION" REQUIREMENT. PAYMENT OF THE REMOVAL OF THE FINAL (6" MINIMUM) OF SIDEWALK WILL BE INCLUDED UNDER CODE 201.0403 "REMOVE AND DISPOSE SIDEWALKS". THE REQUIRED SAW CUT WILL BE PAID FOR UNDER 932.0230 "FULL DEPTH SAW CUT OF PORTLAND CEMENT CONCRETE SIDEWALK/DRIVEWAY" WHICH EVER POSSIBLE.



15 SAND PIT SECTION No Scale

DESIGNED BY TDG SCALE VARIATIONS CONTRACT NO. DRAWN BY SEC CHECKED BY DATE 04/05/23 TDG

CONSTRUCTION DETAILS

Slater Park Dog Park Pawtucket, Rhode Island

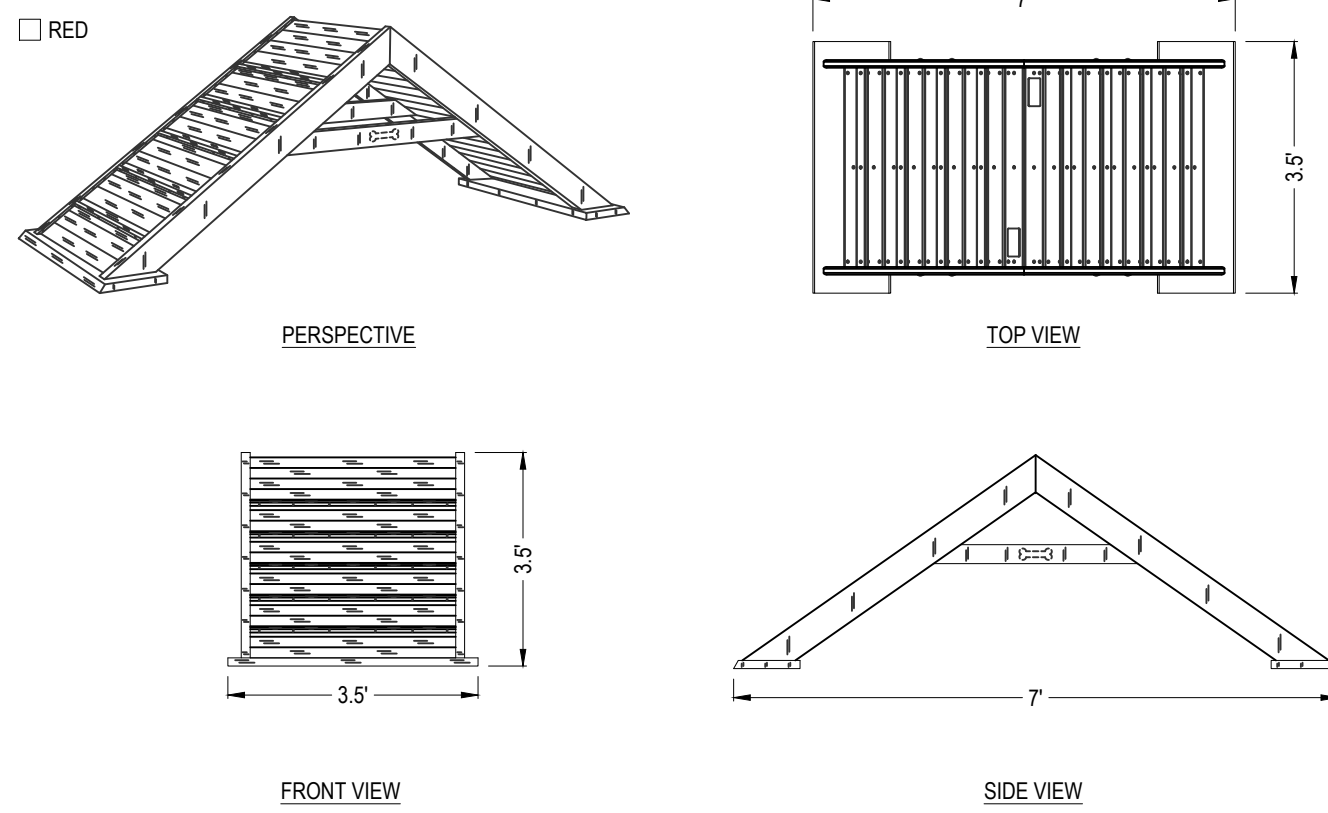
L-6

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Natural Dog Park Products

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www.GymsForDogs.com

- SELECT DESIRED RECYCLED POLY WOOD-LIKE FINISH:
- NUTMEG
 - TAUPE
 - BLUE
 - RED

DL-HC-RPW



- NOTES:**
- SAFE ZONE: PLACE EITHER NATURAL MULCH OR WOOD CHIPS OR TRAIL MIX AS A SURROUNDING SURFACE FOR THE PLAY EQUIPMENT. IT IS RECOMMENDED A SAFE ZONE OF 3' ON THE SIDES AND 4'-5' IN FRONT AND BACK OF PRODUCTS. DO NOT USE RUBBER MULCH OR ANY RUBBER PRODUCTS, THEY ARE UNSAFE FOR PETS.
 - MAKE SURE THE CLIMBING AND WALKING PRODUCTS WITH RAMPS, PLATFORMS AND WALKING SURFACES (HILL CLIMB(S), BRIDGE CLUB, BALANCE BEAM) ARE IN THE SHADE. IT IS IMPORTANT THESE PRODUCTS ARE PLACED IN A SHADY ENVIRONMENT DURING SUMMER MONTHS OR ANY MONTH WHEN THE TEMPERATURES MAY REACH 70° OR HIGHER. DO NOT PUT RAMPS, PLATFORMS, WALKING BEAMS IN DIRECT SUNLIGHT.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - DO NOT SCALE DRAWING.
 - THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
 - ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5017-063.

JUMP HURDLES
GYMS FOR DOGS™ - DL-HC-RPW: HILL CLIMB 32" H - RPW (L/GXL)

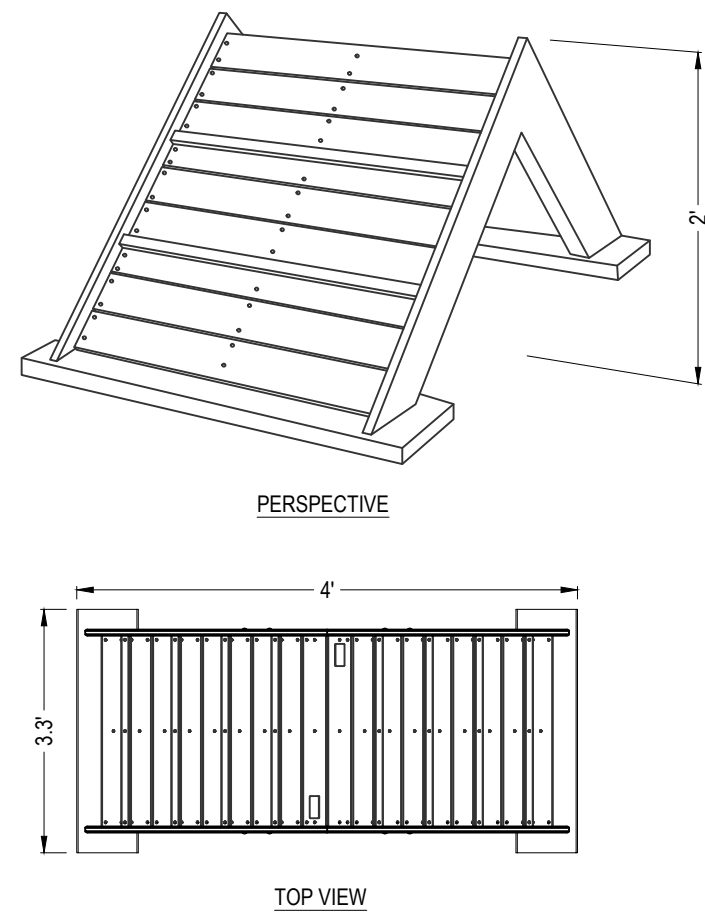
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- SELECT DESIRED RECYCLED POLY WOOD-LIKE FINISH:
- NUTMEG
 - TAUPE
 - BLUE
 - RED

DL-MH2-RPW



- NOTES:**
- SAFE ZONE: PLACE EITHER NATURAL MULCH OR WOOD CHIPS OR TRAIL MIX AS A SURROUNDING SURFACE FOR THE PLAY EQUIPMENT. IT IS RECOMMENDED A SAFE ZONE OF 3' ON THE SIDES AND 4'-5' IN FRONT AND BACK OF PRODUCTS. DO NOT USE RUBBER MULCH OR ANY RUBBER PRODUCTS, THEY ARE UNSAFE FOR PETS.
 - MAKE SURE THE CLIMBING AND WALKING PRODUCTS WITH RAMPS, PLATFORMS AND WALKING SURFACES (HILL CLIMB(S), BRIDGE CLUB, BALANCE BEAM) ARE IN THE SHADE. IT IS IMPORTANT THESE PRODUCTS ARE PLACED IN A SHADY ENVIRONMENT DURING SUMMER MONTHS OR ANY MONTH WHEN THE TEMPERATURES MAY REACH 70° OR HIGHER. DO NOT PUT RAMPS, PLATFORMS, WALKING BEAMS IN DIRECT SUNLIGHT.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - DO NOT SCALE DRAWING.
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 - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5017-065.

MINI HILL CLIMB™
GYMS FOR DOGS™ - DL-MH2-RPW: MINI HILL CLIMB 23" H - RPW (L/GXL)

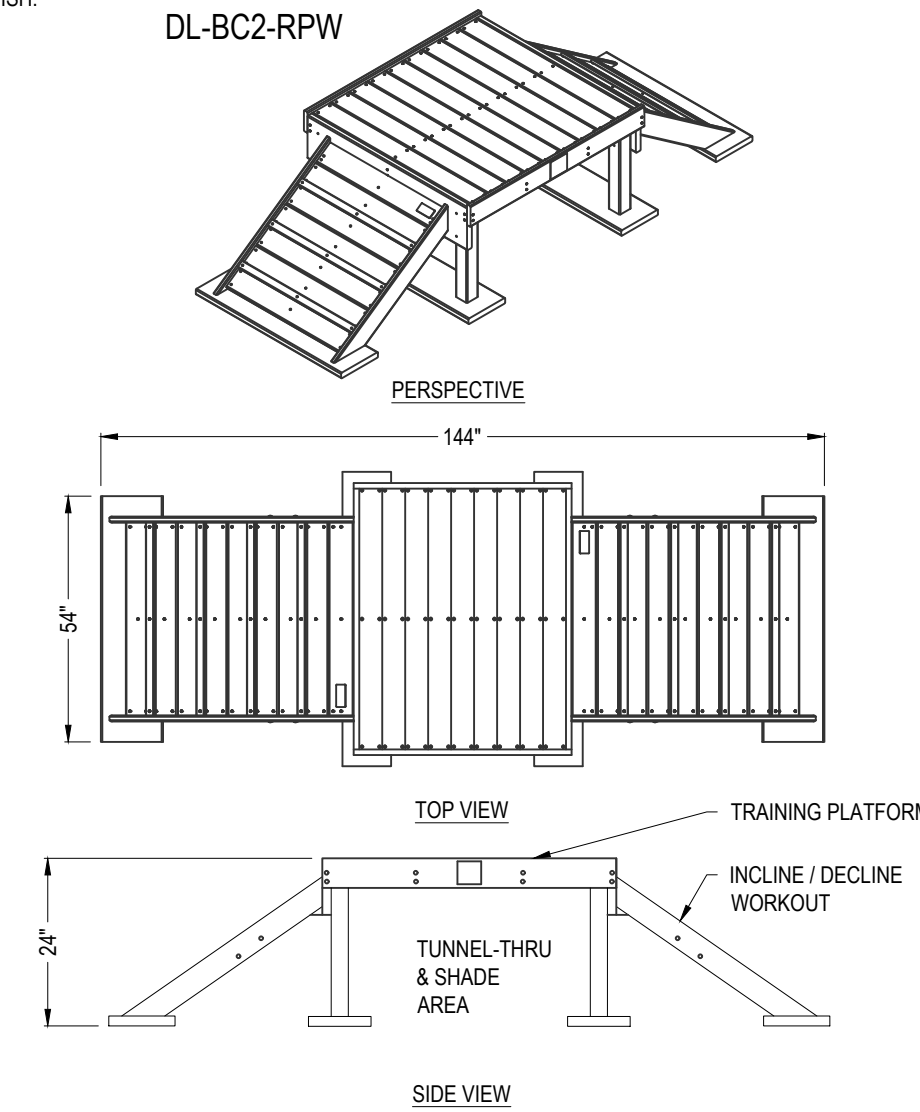
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www.GymsForDogs.com

- SELECT DESIRED NATURAL WOOD FINISH:
- NUTMEG
 - RED
 - BLUE
 - GREEN

DL-BC2-RPW



- FEATURES:**
-INCLINE CLIMBING
-TUNNEL UNDER
-TRAINING PLATFORM
-DECLINE AGILITY RAMP
- SPECIFICATIONS:**
ITEM #: DL-BC2-RPW
WEIGHT: 478 LBS.
- NOTES:**
- SAFE ZONE: OPTIONAL SAFE ZONE SURFACING CAN BE USED AROUND AND UNDER THE PLAY EQUIPMENT. IT IS RECOMMENDED A SAFE ZONE OF 3' ON THE SIDES AND 4'-5' IN FRONT AND BACK OF PRODUCTS. WE RECOMMEND A CYPRESS OR CEDAR WOOD SHRED STYLE MULCH (NOT CHUNK STYLE MULCH) DO NOT USE RUBBER MULCH, THEY ARE UNSAFE FOR PETS IF INGESTED.
 - IT IS RECOMMENDED SPECIFYING THE RULES SIGNAGE BY GYMS FOR DOGS ON PARK RULES & BEST GUIDELINES.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - DO NOT SCALE DRAWING.
 - THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
 - ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
 - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5017-153.

BRIDGE CLIMB™
GYMS FOR DOGS™ - DL-BC2-RPW: BRIDGE CLIMB 24" H - RPW (L/GXL)

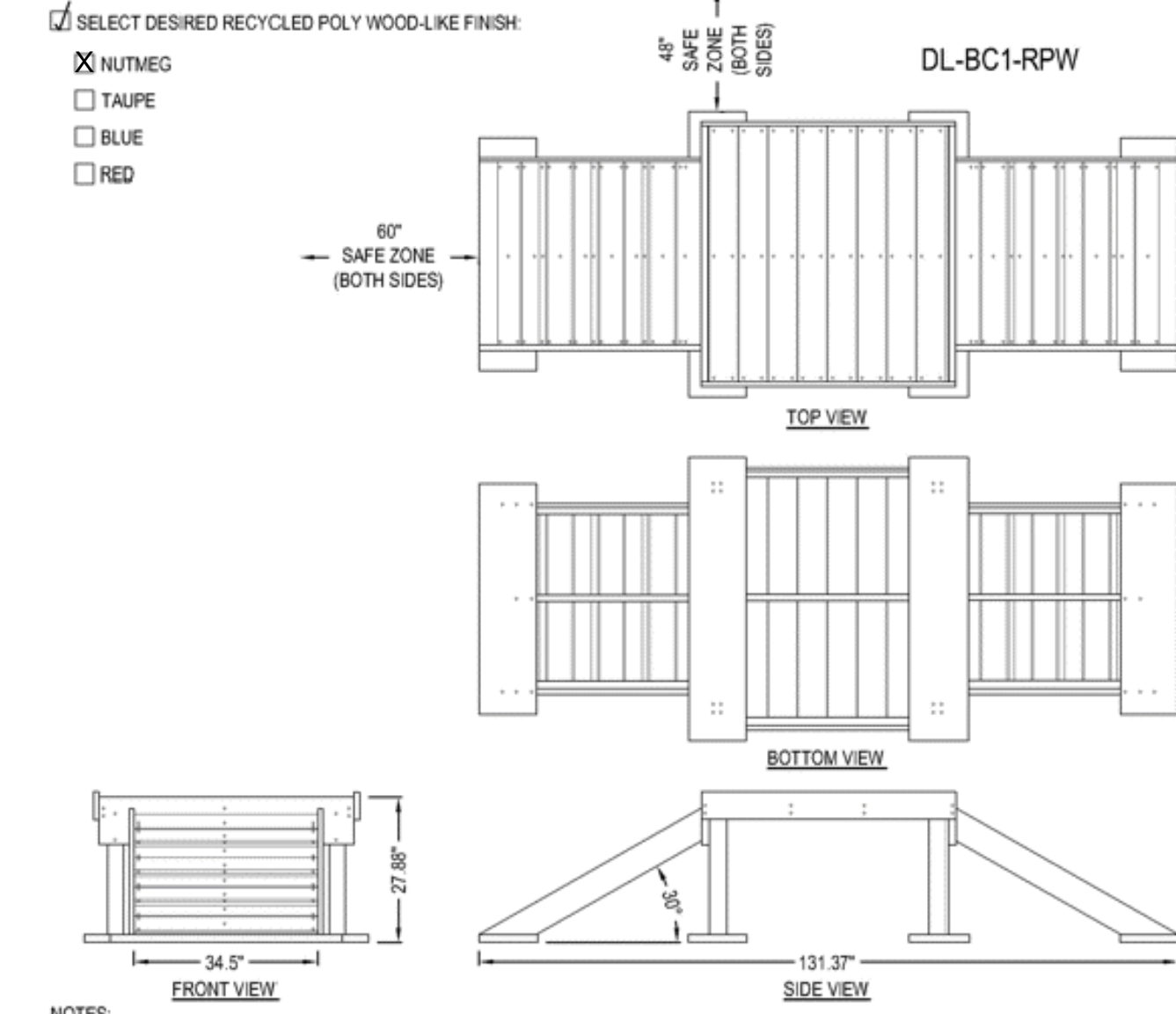
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- SELECT DESIRED RECYCLED POLY WOOD-LIKE FINISH:
- NUTMEG
 - TAUPE
 - BLUE
 - RED

DL-BC1-RPW



- NOTES:**
- SAFE LANDING ZONE: PROVIDE A 4" ABSORPTION LAYER OF CYPRESS OR CEDAR MULCH OR SOME FORM OF ABSORPTION IN THE DEFINED LANDING ZONE AROUND THE EQUIPMENT TO PROVIDE A SAFE LANDING ZONE FOR CONCRETE FLOOR INSTALLATIONS. DURA DOG™ SOFT CUSHION JUMPING MATS IN FRONT OF EACH RAMP IS RECOMMENDED.
 - INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
 - DO NOT SCALE DRAWING.
 - THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
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 - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 5017-168.

DOGGIE DAYCARE PLAY SERIES
GYMS FOR DOGS™ - DL-BC1-RPW: BRIDGE CLIMB 18" H - RPW (SMMD) PLAY SERIES

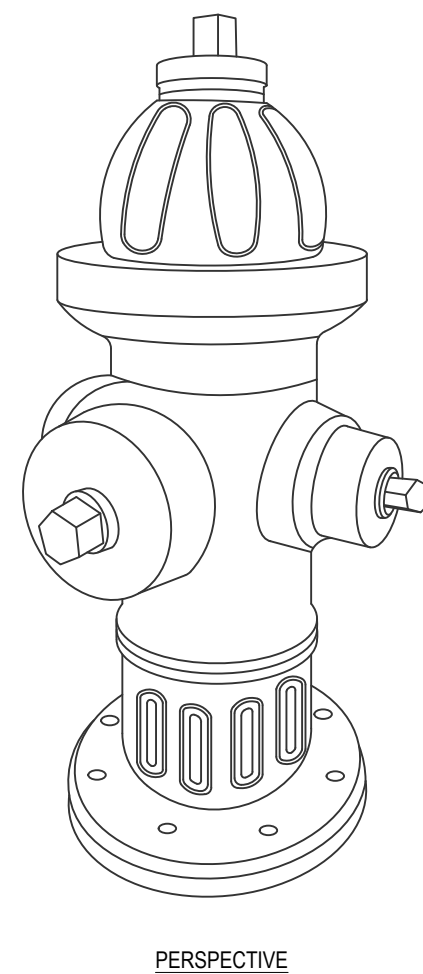
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www.GymsForDogs.com

- SELECT DESIRED MOUNT:
- FREE STANDING
 - SURFACE MOUNT

DL-FHFS-CRT



SPECIFICATIONS
PRODUCT DIMENSIONS (W X H): 14" W X 34" H
COATING: POWDER COAT FINISH
MOUNT: FREESTANDING
WEIGHT: 80 LBS.
WARRANTY: 1 YEAR LIMITED.

- NOTES:**
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
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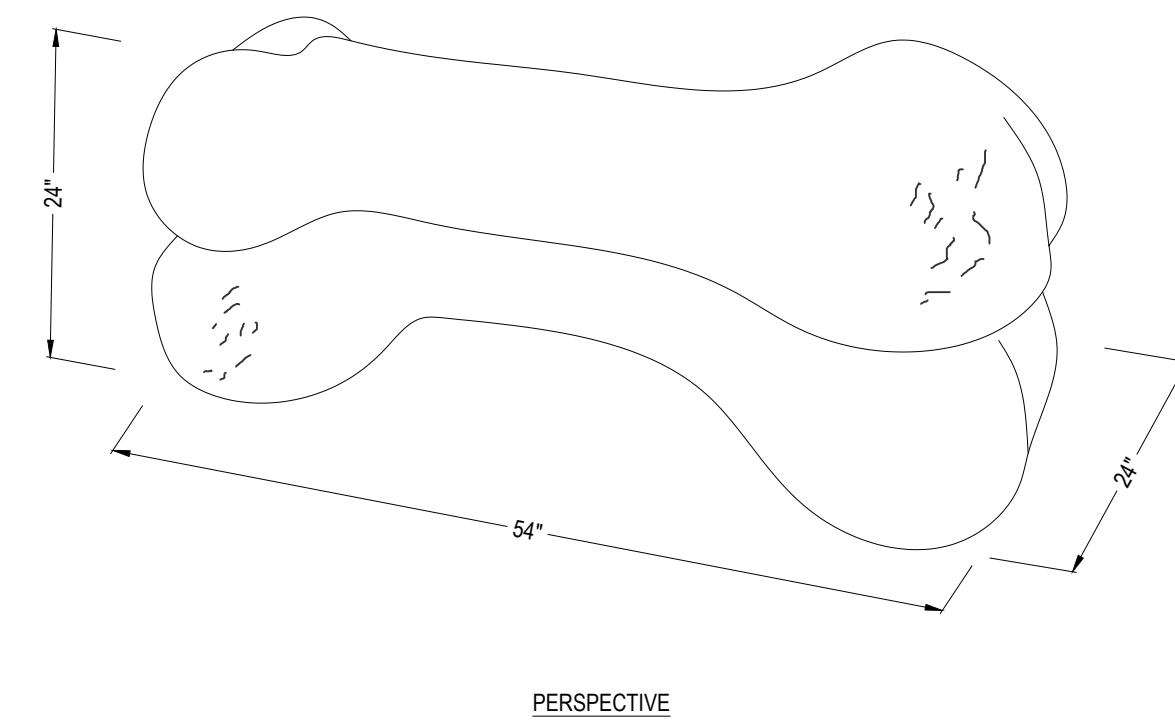
FIRE HYDRANTS
GYMS FOR DOGS™ - DL-FHFS-CRT: DECORATIVE ANTIQUE FREE STANDING OR SURFACE MOUNT FIRE HYDRANT, HEAVY 80-LBS, LUXURY SETTINGS, 33" TALL

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DL-EBPG-CRT

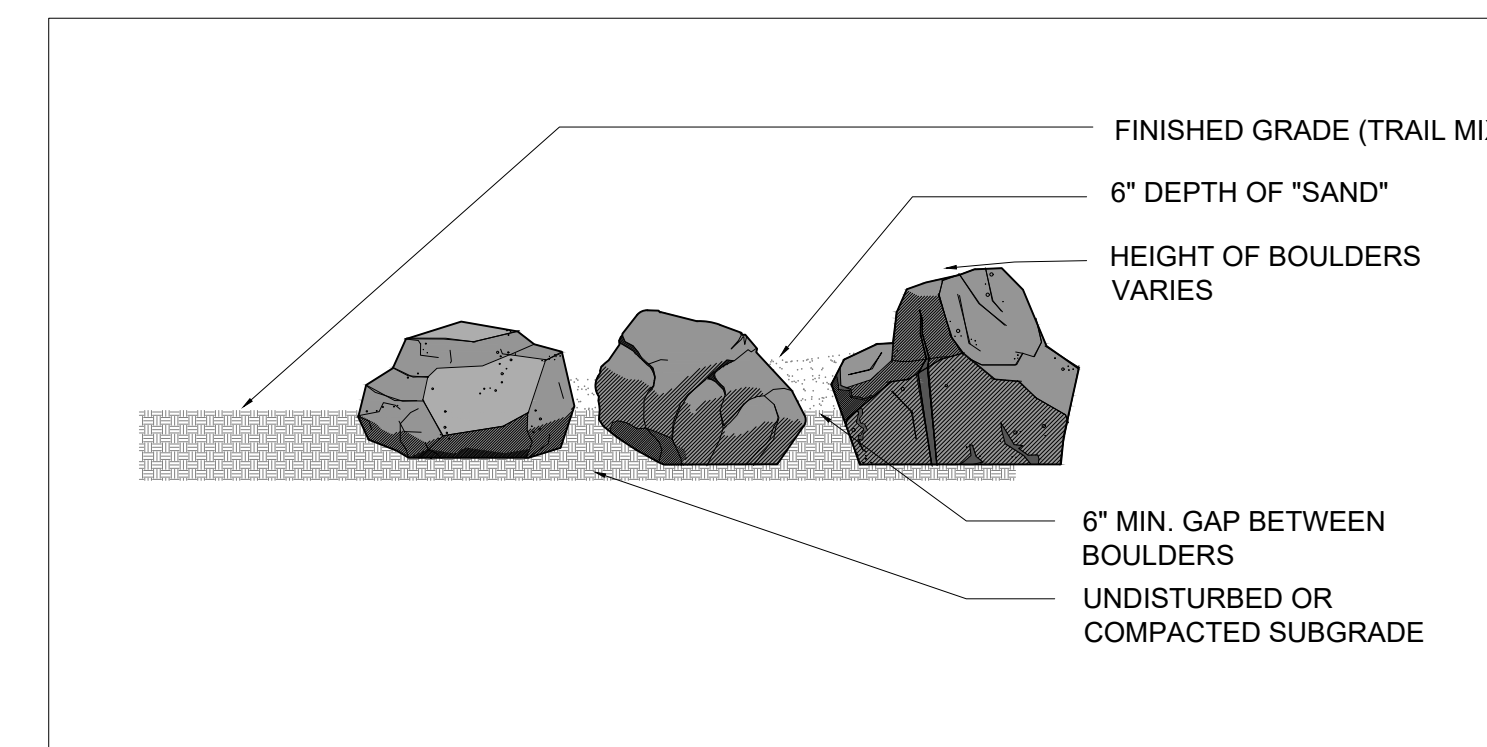


STANDARD FEATURES:
SIZE: 54" L X 24" W X 24" H
COLOR: POLAR ICE WHITE - ANTIQUE
WEIGHT: WEIGHT VARIES AS EACH BONE IS UNIQUE
MOUNT TYPE: FREESTANDING

- NOTES:**
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 - CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER SLATER PARK DOG CD 03-28-23.

BENCH
ELLIE BEAR'S PLAY & AGILITY BONE™ - DL-EBPG-CRT (SM)

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7 SAND PIT PROFILE No Scale

NO.	REVISIONS	BY	DATE

Construction Details

Slater Park Dog Park
Pawtucket, Rhode Island

DESIGNED BY	TDG
VARIES	CONTRACT NO
DRAWN BY	SEC
CHECKED BY	DATE
TDG	04/05/23

L-7