REQUEST FOR PROPOSALS

Item Description:  BILLY TAYLOR PARK BASKETBALL COURT IMPROVEMENTS

Date to be opened:  MARCH 16, 2020, 2:00 PM

Issuing Department:  PARKS DEPARTMENT

QUESTIONS

• Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Patti Jordan.
  o Phone: (401) 680-5264
  o Email: pjordan@providenceri.gov
    ▪ Please use the subject line “RFP Question”
• Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  o Phone: (401) 680-5766
  o Email: gdiaz@providenceri.gov
    ▪ Please use subject line “MBE WBE Forms”
• Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  o Brian F. Byrnes – Deputy Superintendent of Parks
  o 401-660-9308
  o Bbyrnes@providenceri.gov

Pre-bid Conference  (NON-MANDATORY)
MONDAY, MARCH 2, 11:00 AM
BILLY TAYLOR PARK, 140 CAMP STREET (SITE)
INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to 2:15 P.M. on the above meeting date at the Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the RFP and bid are related. (On page 1)
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “NOT A BID” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

  Board of Contract and Supply
  Department of the City Clerk – City Hall, Room 311
  25 Dorrance Street
  Providence, RI 02903

**PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is **NOT** requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.
BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

The bid package MUST include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Certificate Regarding Public Records (see page 8 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 9-13) or on: https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/

*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, if requested (as indicated on page 5 of this document under “Bid Terms”)

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

***Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids. ***
NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s Open Meetings Portal.
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will NOT be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
15. No goods should be delivered or work started without a Purchase Order.
16. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)
BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
   a) ☐ A certified check for $_____ must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder.
   b) ☐ A bid bond in the amount of ___ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
   c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
   d) ☑ No financial assurance is necessary for this item.

2. Awards will be made within sixty (60) days of bid opening. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.

3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.

6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker’s Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.

7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.
BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.

2. Bidder’s responses must be in ink or typewritten, and all blanks on the bid form should be completed.

3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.

4. Bids SHOULD BE TOTALED so that the final cost is clearly stated (unless submitting a unit price bid), however each item should be priced individually. Do not group items. Awards may be made on the basis of total bid or by individual items.

5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual): __________________________________________

Contact Name: ______________________________________________________________

Business Address: ___________________________________________________________

Business Phone #: __________________________________________________________

E-Mail Address: _____________________________________________________________

Agrees to bid on (Items(s) to be bid): __________________________________________

If the bidder’s company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that is located within Rhode Island: ______________________________________

Please visit http://www.naics.com/search/ and identify the NAICS Code(s) for items being bid on. Enter the NAICS code(s) here or in parentheses next to each item listed immediately above: ______________________________

Delivery Date (when applicable): ______________________________________________

Name of Surety Company (if applicable): _________________________________________

Total Amount in Writing*: _____________________________________________________________________

Total Amount in Figures*: ____________________________________________________________________

*If you are submitting a unit price bid please insert “Unit Price Bid.”

Use additional pages if necessary for additional bidding details.

____________________________________________  ______________________________________________
Signature of Representative  Title
BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of______________________________________________________(Firm or Individual Bidding),

I,_______________________________________________________________(Name of Person Making Certification),

being its_________________________________________________________(Title or “Self”), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.

2. All of Bidder’s employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on this ____________ day of ______________________ 20____.

____________________________________
Signature of Representative

____________________________________
Printed Name
Certificate Regarding Public Records

Upon behalf of_________________________________________(Firm or Individual Bidding),
I,_____________________________________________________(Name of Person Making Certification),
being its_________________________________________________(Title or “Self”), hereby certify an understanding that:

1. All bids submitted in response to Requests for Proposals (RFP’s) and Requests for Qualification (RFQ’s), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk’s office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.

2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor’s bid.

3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.

4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department’s request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.

5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on this_____________ day of____________________ 20____.

____________________________________
Signature of Representative

____________________________________
Printed Name
WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City’s procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women’s Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women’s Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women’s Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City’s goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: http://odeo.ri.gov/offices/mbeco/

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders must complete and submit the MBE/WBE Participation Affidavit indicating whether or not they are a state-certified MBE/WBE and acknowledging the City’s participation goals. Submission of this form is required with every bid. Your bid will not be accepted without an affidavit.

Bidders who will be subcontracting: Bidders who will be subcontracting must submit the Subcontractor Disclosure Form as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at https://www.naics.com/search/. Awarded bidders are required to submit Subcontractor Utilization and Payment Reports with each invoice.

Waiver Requests:

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the MBE/WBE Waiver Request Form for review. Waivers will be considered on a case by case basis. No waiver will be granted unless the waiver request includes documentation that demonstrates that the Bidder has made good faith efforts to achieve the City’s stated participation goals. Waivers must be reviewed and signed by the City of Providence’s MBE/WBE Outreach Director, Grace Diaz, or her designee. Department Directors cannot recommend a bidder for award if this form is applicable and absent. If the bid does not meet the participation goals of the City of Providence and a waiver is not filed with the signature of the MBE/WBE Outreach Director or her designee, the bid will not be accepted.

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE/WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at http://odeo.ri.gov/offices/mbeco/mbewbe.php. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/. Download the forms as blank PDFs. Once saved on your computer, fill them out using
the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

**Assistance with Form Requirements**

**Contract Requirements:**
Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department’s Fiscal Agent with every invoice and with request for final payment. This form is not submitted as a part of the initial bid package.

For contracts with duration of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non-MBE/WBE, the total amount paid to each subcontractor for the given period and to date. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**Questions?**
For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.com or (401) 680-5766.
MBE/WBE PARTICIPATION AFFIDAVIT
Item Discussion (as seen on RFP):
__________________________________________________________________________________________________
____________________________________________________________________________________________________________
________________________________________________________________________________________
Prime Bidder: _____________________________________________
Prime Bidder (Company) Phone Number: __________________________
Prime Bidder (Company) Zip Code: ___________

Which one of the following describes your business’ status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?    _____MBE    _____WBE    _____Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:
It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women’s Business Enterprise (WBE) participation is 10% of the total bid value.
The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence’s goals of supporting MBE/WBE certified businesses. Initial ___________
If awarded the contract, I understand that my company must submit to the Minority and Women’s Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. I understand that these documents must be submitted prior to the issuance of a notice to proceed. Initial ___________

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial ___________

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office. Initial ___________

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City’s MBE/WBE participation requirements.
Initial ___________
I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder __________________________ Printed Name __________________________
Company Name __________________________ Date ____________
SUBCONTRACTOR DISCLOSURE FORM
Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _______________________________________ Primary NAICS Code: _______________________________________

Item Description (as seen on RFP):
__________________________________________________________________________________________
__________________________________________________________________________________________

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at https://www.naics.com/search/

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<th>Proposed Subcontractor</th>
<th>MBE</th>
<th>WBE</th>
<th>Primary NAICS Code</th>
<th>Date of Mobilization</th>
<th>$ Value of Subcontract</th>
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A. MBE SUBCONTRACTED AMOUNT: $  
B. WBE SUBCONTRACTED AMOUNT: $  
C. NON MBE WBE SUBCONTRACTED AMOUNT: $  
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR: $  
E. TOTAL AMOUNT OF BID (SUM OF A, B, & C): $  
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide A by D and multiply result by 100). %

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial ________

Signature of Prime Contractor ____________________________________________ Printed Name ____________________________ Date Signed ____________

12
MBE/WBE WAIVER REQUEST FORM

Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review prior to bid submission. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future.

Prime Bidder: __________________________________________________
Company Trade: __________________________________________________

Item Discussion (as seen on RFP):
____________________________________________________________________________________________________
______________________________________________________________________________________________________________
______________________________________________________________________________________________________________

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

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<tr>
<th>MBE/WBE Company Name</th>
<th>Individual’s Name</th>
<th>Company Trade</th>
<th>Why did you choose not to work with this company?</th>
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I acknowledge the City of Providence’s goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of ______ % MBE/WBE (20% minus the value of Box F on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor                                  Printed Name                                  Date Signed

Signature of City of Providence MBE/WBE Outreach Director       Printed Name of City of Providence MBE/WBE Outreach Director Date Signed
SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm’s bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk’s office by the “date to be opened” noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record.

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance
BID FORM 3: Supplemental Bid Form

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the BILLY TAYLOR PARK BASKETBALL COURT IMPROVEMENTS affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid Bond, Form of Agreements, form of Non-Collusive Affidavit, Addenda (if any), Drawings, Technical Specification, Form of Surety Bond(s); as prepared by the Providence Parks Department, and on file in the office of the City Clerk 3rd Floor, City Hall, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform such other required work for the BILLY TAYLOR PARK BASKETBALL COURT IMPROVEMENTS and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

2. In submitting this Bid, the bidder understands that the right is reserved by The Providence Parks Department to reject any and all Bids. If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within (10) days after the Agreement is presented to him/her for signature.

Herewith in accordance with the instructions to Bidders.

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any bids for the Contractor for which this Bid is submitted. Also attached is a Statement of Bidder’s Qualifications.

4. Application unit prices are contained in the Agreement (established as the result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the City of Providence may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the application unit prices specified in the Contract.

5. The City of Providence reserves the right to determine the lowest responsible Bidder based on past experience with the City and/or recommendations by City and/or state agencies with an interest in this procurement. The City reserves the right to award the project to the appropriate bidder in the best interest of the City of Providence.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregation facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, term “segregation facilities” means any waiting rooms, work rooms, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding $10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his/her files.


DATE ________________________________, 20___

Name of Bidder and Official Address:   Name of Authorized Representative (Contact):

_____________________________________________  ______________________________________________
Bidder shall indicate, in space provided, the earliest possible Project Start-up Date: _____________________________, 20____

ADDENDA: The undersigned acknowledges receipt of the following Addenda, if any, and has included the provisions thereof in this Bid (If Any):

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<th>Addendum No.</th>
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Sub-Contractors (If Any):

Name: ____________________________ Scope of Work: ____________________________ MBE / WBE
Name: ____________________________ Scope of Work: ____________________________ MBE / WBE
Name: ____________________________ Scope of Work: ____________________________ MBE / WBE
BASE BID: Billy Taylor Park is located in the Mount Hope neighborhood at the intersection of Camp Street and Cypress Street. The City of Providence is seeking qualified contractors to perform the following scope of work that shall include but is not limited to the following: Repair and seal cracks, top coat, and paint bituminous concrete basketball court; and Repair all disturbed areas.

In addition to stating the Total Base Bid, The bidder shall state Unit Prices for related work listed under each bid item which represents the work items included in the Total Base Bid. The Unit Prices are quoted for computing adjustments to the Base Bid prior to Contract award, as well as during the course of construction, based upon extra work ordered by the City or for work countermanded, reduced or omitted by the City in order to stay within the Project budget.

Base Bid Items and Unit prices are to be Completed prices to be added or deducted on the basis of quantities of work involved, for each item in place in the unit indicated.

BASE BID: SPECIFIC SCOPE OF WORK FOR THE BASE BID (NO ALTERNATES)

All Work Included in this Project Shall be Completed for the lump sum of:

___________________________________________________________________________________________________________________________________________
_____________________________________________________________________________________________________________________________________________

Dollars ($_____________________________________), TOTAL BASE BID

UNIT PRICES:

1. Repair, seal, top coat, and paint basketball court

_______________________________________________  LS  s______________

*price in writing*

Please note that the list above is not intended to include all items required to complete the base bid scope of work but can and shall be used to adjust the contract prior to or after award – in the best interest of the City of Providence.

BIDDER: _______________________________
BID DOCUMENTS:

The complete set of Bid Documents consists of the Bid Form, Technical Specifications, Minority Participation Forms, and the following Drawings:

DRAWINGS:
- L-1  COVER
- L-2  DEMOLITION PLAN
- L-3  SITE CONSTRUCTION PLAN

TECHNICAL SPECIFICATION:
- 011000  GENERAL REQUIREMENTS
- 024119  SELECTIVE DEMOLITION
- 32216   ASPHALT PAVING
- 321220  REPAIRS TO EXISTING BASKETBALL COURT
- 329113  SOIL PREPARATION
- 329200  TURF AND GRASSES
ADDITIONAL INFORMATION REQUIRED WITH BID:

- Qualifications to Perform Work – See Form Below for Information Required
- Minority Participation Forms – 10% MBE / 10 % WBE Goal on this Project
- Addenda (If Any) - Must Be Acknowledged on Bid Form
- Product Information for Items Submitted as ‘Or Equal’ to Specified Materials

PROVISIONS OF THIS PROJECT:

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid
- The Davis Bacon Act Applies (HUD Projects) – Prevailing Wages Must Be Paid for On Site Hours – On-Site Interviews will be Conducted During the Project – Employees Shall be Advised of the Prevailing Wage Rates Prior to Mobilization on Site
- Certified payrolls Must be Submitted With Pay Requests Including Monthly Utilizations Form
- Performance and Payment Bonds (If Required) Must be Submitted within 10 Days of Award or Bid Bond Will be Forfeited
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor’s License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- Pay Requests Must be Submitted on Approved AIA Billing Documents (City will Provide if Needed)
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
  - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as ‘Additionally Insured’ with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award
CLOSE OUT DOCUMENTS:

- Prior to Final Payment the Vendor Shall Provide the Following:
  - Copies of Permits Signed off and Approved (If Any)
  - Operating Manuals and Warranties Shall Be Transferred and/or Delivered
  - Full and Completed As-Built Drawings Shall be Submitted for Approval
  - Training Shall be Provided to City Personnel (If Required)
  - Certification by Manufactures Representative (If Required)

QUALIFICATIONS:

Qualifications will be evaluated on the basis of similar project experience for:

a. Completion of at least 3 similar projects within the past five years.
b. Size and dollar value of similar completed projects.
c. Contractor’s performance with similar projects. (references will be checked)
d. Relevant experience of individuals assigned to the project.

Questions regarding this bid package shall be submitted via e-mail to Patti Jordan at pjordan@providenceri.gov and Brian Byrnes, Deputy Superintendent of Parks at bbyrnes@providenceri.gov, no later than five (5) working days before the bid opening date.

Brian Byrnes is the project contact and can be reached at 401-660-9308.
TECHNICAL SPECIFICATIONS

This project qualifies for prevailing wages per the Prevailing Wages Statute or the Davis Bacon Act (HUD). Certified payrolls will need to be submitted to the owner for all hours worked on site for this project. The Wage Decision for this project shall be as recorded on the Bid Date and is available on the RI Department of Labor website.

Federal Labor Standards
U.S. Department of Housing & Urban Development

Applicability

The Project of Program to which the Construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers of mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action.
within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)
(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchases from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less that the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph AA.3. (ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the age determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeymen’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of
fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.

7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part:
"Whoever, for the purpose of …influencing in any way the action of such Administration…makes, utter of publishes any statement, knowing the same to be false…shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld form any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidates damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surrounding or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Questions regarding this bid shall be sent via e-mail to Brian Byrnes at bbyrnes@providenceri.gov. Questions and responses will be sent to all bidders.
"General Decision Number: RI20200001 01/24/2020

Superseded General Decision Number: RI20190001

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: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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ASBE0006-006 12/01/2019

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)............$ 36.60 22.40

ASBE0006-008 09/01/2019

Rates Fringes
Asbestos Worker/Insulator
  Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems. $43.60  29.90

BOIL0029-001 01/01/2017

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BRR1R003-001 12/01/2019

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<td>Bricklayer, Stonemason, Pointer, Caulker &amp; Cleaner.............</td>
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BRR1R003-002 09/01/2019

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BRR1R003-003 09/01/2019

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CARP1R003-001 09/01/2019

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<td>CARPENTER (Includes Soft Floor Layer).......................</td>
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Diver Tender..................... $36.28  27.15
DIVER......................... $49.28  28.50
Piledriver...................... $37.13  28.45
WELDER....................... $39.48  28.60

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.
Rates Fringes

MILLWRIGHT...............$ 36.85 27.50

ELEC0099-002 06/01/2019

Rates Fringes

ELECTRICIAN ....................$ 40.40 57.24%
Teledata System Installer........$ 30.30 13.10%+14.53

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 01/01/2020

Rates Fringes

ELEVATOR MECHANIC..............$ 53.25 34.765+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 12/01/2019

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 ......................$ 42.55 25.95+a
GROUP 2 ......................$ 40.55 25.95+a
GROUP 3 ......................$ 36.17 25.95+a
GROUP 4 ......................$ 33.32 25.95+a
GROUP 5 ......................$ 39.60 25.95+a
GROUP 6 ......................$ 30.40 25.95+a
GROUP 7 ......................$ 24.40 25.95+a
GROUP 8 ......................$ 36.25 25.95+a
GROUP 9 ......................$ 40.17 25.95+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 11/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Equipment Operator</td>
<td></td>
</tr>
<tr>
<td>(highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)</td>
<td></td>
</tr>
<tr>
<td>GROUP 1</td>
<td>$35.70</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>$30.40</td>
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<tr>
<td>GROUP 3</td>
<td>$24.40</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$30.98</td>
</tr>
</tbody>
</table>
GROUP  5.................$ 34.68  25.95+a
GROUP  6.................$ 34.30  25.95+a
GROUP  7.................$ 29.95  25.95+a
GROUP  8.................$ 31.33  25.95+a
GROUP  9.................$ 33.28  25.95+a

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


POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaim, 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

----------------------------------------------------------------

BUILDING CONSTRUCTION

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Power Equipment Operator</td>
<td></td>
</tr>
<tr>
<td>GROUP 1.................$ 41.82  25.95+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 2.................$ 39.82  25.95+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 3.................$ 39.60  25.95+a</td>
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<tr>
<td>GROUP 4.................$ 35.60  25.95+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 5.................$ 32.75  25.95+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 6.................$ 38.90  25.95+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 7.................$ 38.47  25.95+a</td>
<td></td>
</tr>
<tr>
<td>GROUP 8.................$ 35.79  25.95+a</td>
<td></td>
</tr>
</tbody>
</table>

a.BOOM LENTHS, INCLUDING JIBS:

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


a. 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

IRONWORKER.......................$ 36.27            28.98

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

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LAB00271-002 06/02/2019

HEAVY AND HIGHWAY CONSTRUCTION

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
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<tr>
<td>LABORER</td>
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<tr>
<td>COMPRESSED AIR</td>
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</tr>
<tr>
<td>Group 1............</td>
<td>$ 49.23</td>
<td>23.50</td>
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<tr>
<td>Group 2............</td>
<td>$ 38.75</td>
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<tr>
<td>Group 3............</td>
<td>$ 51.23</td>
<td>23.50</td>
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<tr>
<td>FREE AIR</td>
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<tr>
<td>Group 1............</td>
<td>$ 41.30</td>
<td>23.50</td>
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<tr>
<td>Group 2............</td>
<td>$ 38.75</td>
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<tr>
<td>Group 3............</td>
<td>$ 43.30</td>
<td>23.50</td>
</tr>
<tr>
<td>LABORER</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Group 1............</td>
<td>$ 31.80</td>
<td>23.05</td>
</tr>
<tr>
<td>Group 2............</td>
<td>$ 32.05</td>
<td>23.05</td>
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<tr>
<td>Group 3............</td>
<td>$ 32.80</td>
<td>23.05</td>
</tr>
<tr>
<td>Group 4............</td>
<td>$ 25.30</td>
<td>23.05</td>
</tr>
<tr>
<td>Group 5............</td>
<td>$ 33.80</td>
<td>23.05</td>
</tr>
<tr>
<td>OPEN AIR CAISSON,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>UNDERPINNING WORK</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AND BORING CREW</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bottom Man</td>
<td>$ 37.80</td>
<td>23.05</td>
</tr>
<tr>
<td>Top Man &amp; Laborer</td>
<td>$ 36.85</td>
<td>23.05</td>
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<tr>
<td>TEST BORING</td>
<td></td>
<td></td>
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<tr>
<td>Driller</td>
<td>$ 38.25</td>
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</tr>
<tr>
<td>Laborer</td>
<td>$ 36.85</td>
<td>23.05</td>
</tr>
</tbody>
</table>

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 06/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINTER</td>
<td></td>
</tr>
<tr>
<td>Brush and Roller............$ 34.62</td>
<td>21.80</td>
</tr>
<tr>
<td>Epoxy, Tanks, Towers, Swing Stage &amp; Structural Steel...............$ 36.62</td>
<td>21.80</td>
</tr>
<tr>
<td>Spray, Sand &amp; Water Blasting....................$ 37.62</td>
<td>21.80</td>
</tr>
<tr>
<td>Taper.........................$ 35.37</td>
<td>21.80</td>
</tr>
<tr>
<td>Wall Coverer................$ 35.12</td>
<td>21.80</td>
</tr>
</tbody>
</table>

-----------------------------------------------
PAIN0011-006 06/01/2019

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>GLAZIER..........................$ 38.18</td>
<td>21.80</td>
</tr>
</tbody>
</table>

FOOTNOTES:

SWING STAGE: $1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.
<table>
<thead>
<tr>
<th>Code</th>
<th>Date</th>
<th>Description</th>
<th>Rate</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAIN0011-011</td>
<td>06/01/2019</td>
<td>Painter (Bridge Work)...........</td>
<td>$51.00</td>
<td>21.80</td>
</tr>
<tr>
<td>PLAS0040-001</td>
<td>06/03/2019</td>
<td>Sandy Painter.....................</td>
<td>$24.79</td>
<td>13.72</td>
</tr>
<tr>
<td>PLAS0040-002</td>
<td>07/01/2019</td>
<td>CEMENT MASON/CONCRETE FINISHER...</td>
<td>$36.00</td>
<td>27.15</td>
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<tr>
<td>PLAS0040-003</td>
<td>07/01/2019</td>
<td>CEMENT MASON/CONCRETE FINISHER...</td>
<td>$32.85</td>
<td>22.20</td>
</tr>
<tr>
<td>PLAS0040-004</td>
<td>07/01/2019</td>
<td>PLASTERER........................</td>
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<td>27.50</td>
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<tr>
<td>PLAS0040-005</td>
<td>07/01/2019</td>
<td>Plumbers and Pipefitters.........</td>
<td>$42.94</td>
<td>29.70</td>
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<tr>
<td>ROOF0033-006</td>
<td>12/01/2019</td>
<td>ROOFER...........................</td>
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<tr>
<td>SFRI0669-001</td>
<td>04/01/2019</td>
<td>SPRINKLER FITTER..................</td>
<td>$45.57</td>
<td>24.33</td>
</tr>
<tr>
<td>SHEE0017-002</td>
<td>12/01/2018</td>
<td>Sheet Metal Worker................</td>
<td>$36.13</td>
<td>35.13</td>
</tr>
</tbody>
</table>

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.
## HEAVY AND HIGHWAY CONSTRUCTION

### TRUCK DRIVER

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$27.96</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 2</td>
<td>$27.61</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 3</td>
<td>$27.66</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 4</td>
<td>$27.71</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 5</td>
<td>$27.81</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 6</td>
<td>$28.21</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 7</td>
<td>$28.41</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 8</td>
<td>$27.91</td>
<td>26.8525 + A + B + C</td>
</tr>
<tr>
<td>Group 9</td>
<td>$28.16</td>
<td>26.8525 + A + B + C</td>
</tr>
</tbody>
</table>

### FOOTNOTES:


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.

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 www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

================================================================
END OF GENERAL DECISION"
Billy Taylor Park Basketball Court
Improvements
140 Camp Street
Providence, RI
SPECIFICATIONS GROUP

General Requirements Subgroup

DIVISION 01 - GENERAL REQUIREMENTS
010000 GENERAL REQUIREMENTS 17

Facility Construction Subgroup

DIVISION 02 - EXISTING CONDITIONS
024119 SELECTIVE DEMOLITION 3

Site and Infrastructure Subgroup

DIVISION 32 - EXTERIOR IMPROVEMENTS
321216 ASPHALT PAVING 4
321220 REPAIRS TO EXISTING BASKETBALL COURT 9
329113 SOIL PREPARATION 6
329200 TURF AND GRASSES 6

END OF TABLE OF CONTENTS
SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 All work done under this Contract shall also be in conformance with the Drawings and these Supplemental Technical Specifications.

A. SCOPE OF WORK

1. 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:

B. WORK COVERED BY CONTRACT DOCUMENTS

C. The Contractor shall execute the scope of work indicated on Plans and Specifications to enhance the use and operations of the site as shown within the project limits.

D. Work shall be as specifically indicated, shown or described in the Drawings, Technical Specifications, and other Contract Documents.

E. PROJECT INFORMATION

1. OWNER

a. City of Providence Parks Department Roger Williams Park Dalrymple Boathouse, 1000 Elmwood Avenue, Providence, RI 02907, Telephone: 401.680.7200
b. Superintendent of Parks: Wendy Nilsson

2. OWNER’S REPRESENTATIVE

a. Lindsey Langenburg

1.2 PROJECT LOCATION

A. Billy Taylor Park, 140 Camp Street, Providence

PART 2 - PRODUCTS

2.1 CONTRACTOR USE OF PREMISES

A. The Contractor’s use of premises shall be within the limits shown on the Drawings and as defined in the Standard Form of Agreement, for the performance of the Work.

1. The Contractor shall maintain vehicular access and utility service to the abutting properties at all times throughout the course of the construction.
2. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of the subcontractors.
3. If directed by the Owner’s Representative, the Contractor shall relocate or move any stored items that interfere with operations of the Owner.
4. The Contractor may elect to obtain (at no cost to the Owner) additional storage or work areas off-site if needed to perform the work.

2.2 OWNER OCCUPANCY REQUIREMENTS

A. The Owner (City) anticipates that site inclusive of all on-site amenities beyond the Limit of Work will remain open throughout the course of construction.
B. Contractor shall provide the Owner’s Representative with a written plan describing the sequences and durations anticipated for the execution of the Work.

2.3 MOBILIZATION, SITE PREPARATION, & DEMOLITION

A. THE WORK SPECIFIED IN THIS SECTION INCLUDES:

1. Mobilization of all personnel and equipment;
2. Preparing the construction site for construction operations;
3. Materials to be removed and legally disposed of off site.
4. When applicable, verifying and utilizing survey control points as shown on the Drawings
5. Protecting existing site features to remain, such as fences, trees, shrubs and grassed areas outside the limit of work.
6. Protecting underground and overhead utilities and other existing facilities from damage.
7. Where applicable, provisions for site access and of traffic control.
8. At cessation of site improvement operations: Site clean-up
9. De-mobilization of all personnel and equipment.

2.4 CONSTRUCTION STAGING/STOCKPILE AREAS

A. Staging areas within the Park is permitted as shown on the Plans with the prior consent of and coordination with the Owner.
B. Restoration of the site to pre-existing condition shall be the sole responsibility of the Contractor.

2.5 MATERIALS AND EQUIPMENT:

A. Materials to be Removed and Stockpiled.

1. Materials directed to be removed and stockpiled shall be removed, transported to and stacked in a location directed by the Owner’s Representative. All materials shall be neatly stacked as directed.
2. If the Owner’s Representative determines that any part of the materials identified to be stockpiled are unsuitable for reuse on the site or by the Owner elsewhere, such materials shall be evaluated for legal disposal by Owner's Representative and Contractor.

B. Signs: Conform to requirements of Temporary Facilities and Controls.

C. Temporary Site Protection: Temporary chain-link fence, if so desired shall be furnished, installed and maintained at no additional cost to the Owner. At the completion of all work at the site, the Contractor shall remove all temporary fencing and restore the site to its original condition at no additional cost to the Owner.

2.6 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

A. Make arrangements with the Owner's Representative for storage of materials and equipment in designated locations at the construction site. If staged on site, materials shall be secured from vandalism and or theft.

B. Plastic construction fence or snow fencing if installed shall be maintained in good condition. Provide barricades, barrels, fencing and/or other barriers around excavations and trenches as required for safety. Upon completion, temporary fencing shall be removed and the affected area restored existing condition.

2.7 SITE MAINTENANCE

A. Control dust from Contractor operations in accordance with specified dust control measures.

B. Maintain the Site during construction in a manner that will not obstruct use on neighborhood streets. Proceed with the work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.

C. Legally dispose of all debris, rubbish, hazardous materials, oil, and grease in accordance with local ordinances.

D. Maintain safety and security of the construction site and any stockpiled or staged materials or equipment if left on site.

2.8 TRAFFIC CONTROL

A. For all of his operations, the Contractor shall provide appropriate traffic control in accordance with TEMPORARY FACILITIES AND CONTROLS. The purposes of the traffic control are 1) to ensure that operations in the project area are performed in a safe and orderly manner, and 2) to minimize the impact of truck and equipment traffic and noise on adjacent homes near the project area. The Contractor shall be responsible for obtaining any and all required permits and approvals.

B. Police Details, if required by the City, shall be paid directly to and coordinated with Providence Public Safety by the Owner.
2.9 DEMOBILIZATION

A. Contractor shall be responsible for site security and safety at all times. Upon substantial completion of the work, Contractor shall remove all excess materials, equipment, construction debris, temporary facilities and construction measures (fencing, signs, barriers, etc.) from the project area, and shall leave the site in suitable condition for full occupancy and use by the Owner. The sedimentation and erosion controls installed as part of the Work may not necessarily be removed at this time (see below).

B. The Owner’s Representative shall be the sole judge of whether the site has been suitably cleaned.

C. Upon suitable stabilization of all disturbed “erodible” areas (e.g. acceptable level of grass growth in loamed and seeded areas, mulch applied and stable in planting areas, etc.), contractor shall remove and legally dispose of all sedimentation and erosion control measures (silt fence, hay bales, catch basin inserts, etc.). See Section 024119 Selective Demolition and 329200 Turf and Grasses for directives and procedures.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. The construction site entrance shall be as indicated on the plans. The Owner will provide access to any locked gate. Any tracked debris from the site present on adjacent roadways shall be removed and the roads swept daily to remove any excess mud, dirt, or rock originating from the site. Trucks hauling material shall be covered and equipped with gates that prevent material from falling out. If present, catch basins within 100 feet of site entry and exit locations shall be protected with inlet sediment control devices and maintained for the duration of the work.

B. Identify, clearly mark and protect all survey monuments, temporary bench marks as well as any adjacent contractors’ work and facilities (if applicable). Repair or replacement shall be at Contractor’s sole expense if damaged by Contractor.

C. Protect existing culverts, sewers, and all other utilities including gas, telecommunications, electricity, and water. Repair or replace at Contractor’s sole expense if damaged by Contractor.

D. Utilize or install drum or sawhorse barricades or backfill all open excavations, holes, trenches, and depressions occurring at construction sites or occurring as part of this work.

3.2 CHANGE ORDER PROCEDURE

A. DESCRIPTION

1. 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’s Representative 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.

3.3 CHANGE SUBMITTALS

A. When requested, the Contractor shall submit the following to the Owner's Representative 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.

3.4 COMPLIANCE

A. 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's Representative. 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.

3.5 PROCESSING CHANGES INITIATED BY THE OWNER’S REPRESENTATIVE

A. The Owner’s Representative will initiate changes only in writing. The Owner will sign any Request for Proposal (RFP). This will establish an Extra Work Order (EWO) number, by which the change will be identified until such time as it may be incorporated into the contract by formal Change Order (CO).

B. 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.

C. Payment for changed work, covered by an authorized modification, will not be made until a notice to proceed covering the changed work has been executed.

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

1. A cover letter referencing the EWO 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’s Representative that is required to fully document
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.

E. The Owner may accept the Contractor's proposal without negotiation. Alternatively, upon receipt of a proposal which is satisfactory in form, the Owner’s Representative 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.

3.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

A. 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’s Representative. This proposed change shall include a clear and concise description of the proposed change, along with that information cited in above.

B. Within a reasonable time, the Owner’s Representative 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 an EWO number will be assigned to Contractor's proposal.

3.7 EXECUTING CHANGED WORK

A. 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’s Representative.

3.8 TERMINATIONS AND DELAYS

A. Termination of Contract: If the Contractor or any of his/her subcontractors 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 for in these Contract Drawings, or violates any other Provisions of this Contract, the Local Public Agency, City, by written notice to the Contractor, may terminate the Contractor’s right to proceed with the Work. Upon such termination, the City of Providence may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his/her sureties shall be liable to the City of Providence for any additional cost incurred by the City of Providence in its completion of the work and they shall also be liable to the City of Providence 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 Local Public Agency City may take possession of and utilize in completing the work such materials, tools, equipment, and plant plants as may be on the site of the work and necessary therefore. thereof.
3.9 INSPECTION OF WORK

A. DESCRIPTION

1. 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's Representative.

2. The Owner's Representative presence on site or construction observation work is inspectional in nature and will not include supervision or direction of the actual work of the contractor.

3. In no event will the Owner’s Representative 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’s Representative are solely for the benefit of the Owner.

4. The Contractor shall keep the Owner’s Representative informed concerning the work status and projected work schedule through regular communications.

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

   a. The Contractor is authorized by the Owner’s Representative to proceed after the field visit.
   b. The field visit is re-scheduled by the Owner’s Representative to a later construction event.
   c. The field visit is waived in writing by the Owner’s Representative.

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

7. The Final Inspection will be scheduled when the punch list items discovered during the Final Inspection have been corrected. If discovered, the Owner’s Representative may add new items to the punch list at this inspection.

8. The Contractor is advised that the Owner’s Representative will not accept the work until the Owner’s Representative 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 and punch list work to occur in advance of the Project Close Out Date. Due to the construction time period and the anticipated weather conditions, substantially complete will be defined as the completion of construction for all items 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.

9. Nothing in this Section shall be construed to limit the Owner’s Representative right to inspect the work at any time.

3.10 CONSTRUCTION SCHEDULES

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

3.11 CONSTRUCTION SCHEDULE

A. Submit the following to the Owner’s Representative 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’s Representative for the record at weekly site meeting at request by the Owner.
3. Submit construction progress schedule including a two week look ahead as back up to progress invoices.

B. 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 a 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.

3.12 PERIODIC SCHEDULE UPDATES

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

B. When in the opinion of the Owner’s Representative 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’s Representative The current approved construction schedule shall be used as a baseline for progress reporting.

C. Acts of God: Claims for additional compensation for ‘Acts of God’ will be reviewed by the Owner. It is the Contractor’s responsibility to secure the work site daily and failure to provide adequate provisions to do so may result in repairs to the site at the Contractor’s expense. Documented ‘Acts of God’ such as the state issuing a ‘State of Emergency’ may result in the Owner’s authorization to proceed repair funded by the Owner. No work shall proceed without written authorization by the Owner.

3.13 SUBMITTAL PROCEDURES

A. DESCRIPTION

1. 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.

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

3.14 DRAWINGS

A. The term "drawings" as used herein includes ‘Shop Drawings’ as required for fabrication, erection and installation, layout, and setting of proposed improvements; 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.

B. Where specified and if so directed by the Owner's Representative provide shop drawings that are accompanied by design computations.

C. Sheet sizes of drawings shall not exceed 24 in. by 36 in. Title block on all drawings shall bear the name of the Owner, the name of the project, and the project location.

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

E. 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's Representative.

F. The Owner’s Representative 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 updates and corrections required by the Owner’s Representative.

G. 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.

H. The Owner’s Representative 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’s Representative review of drawings will not relieve the Contractor of responsibility to complete the work in accordance with the requirements of the Contract Documents.

I. After Notice of Award, the Contractor shall submit a Submittal Schedule to the Owner’s Representative. The Contractor's 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.

J. 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. Owner or Landscape Architect. Owner or Landscape Architect. Owner or Landscape Architect. Owner's Representative. Any revision by the Contractor of a previously accepted submittal must be accepted in writing by the Owner’s Representative before implementation.

3.15 SAMPLES

A. The Contractor shall, at his or her expense, furnish the Owner’s Representative with samples of the various materials as specified in these Specification and Drawings. Samples shall be delivered to the office of the Owner’s Representative at the Contractor’s expense.

3.16 PRODUCT DATA

A. The Contractor shall submit to the Owner’s Representative all required Material Safety Data Sheets (MSDS) and all Product Data Sheets and any other relevant product information for all items identified in the Technical Specifications and Drawings. All data shall be furnished by the Contractor in accordance with the approved schedule.

B. SUBMITTAL LOG

1. Contractor to provided the following information:
   a. An I.D. number for each item
   b. Specification Section, Paragraph Number and Line Item Number (ie. 321313 / 1.3 / A)
   c. Item Name
   d. Description of the Item
   e. Date Submitted
   f. Status: Approved / Approved As Noted / Rejected
   g. Sub-Contractor (If any) providing the material
   h. Comments

3.17 QUALITY CONTROL DESCRIPTION

A. 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.
3.18 WORKMANSHIP

A. 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.

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

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

D. The Contractor shall provide materials to match approved samples.

3.19 MANUFACTURER'S INSTRUCTIONS

A. 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 Owner’s Representative before proceeding.

3.20 MANUFACTURER'S CERTIFICATES

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

3.21 TESTING LABORATORY SERVICES (NIC)

A. Not Utilized in this Contract

B. (Modify as Required)

3.22 MANUFACTURER'S FIELD SERVICES

A. When required by the manufacturer or Owner’s Representative, 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’s Representative

3.23 AUTHORITY OF OWNER’S REPRESENTATIVE

A. The Owner’s Representative 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 Owner’s Representative.

B. The Owner and Owner’s Representative shall 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 Owner’s Representative will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

C. The Owner’s Representative 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.

3.24 COORDINATION OF DRAWINGS AND SPECIFICATIONS

A. 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 a discrepancy, error or omission, he shall immediately notify the Owner’s Representative. After review and consultation with the Owner’s Representative the Owner’s Representative will issue clarifications, provide interpretations and make such corrections as may be deemed necessary for the Contractor to proceed with fulfilling the intent of the Contract Drawings and Specifications.

B. 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 Owner’s Representative shall be notified to provide a clarification to the Contractor.

3.25 COOPERATION WITH UTILITIES

A. 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.

B. 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.

C. Attention is directed to the possible existence of underground facilities not known to the Owner’s Representative 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.

3.26 INDEPENDENT TESTING AND INSPECTION (NIC)

A. Not Applicable under this Contract
3.27 REQUIREMENTS

A. 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.

3.28 MATERIAL AND EQUIPMENT

A. DESCRIPTION

1. 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.

3.29 MANUFACTURER REQUIREMENTS

A. 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.

B. GENERAL

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

3.30 TRANSPORTATION AND HANDLING

A. 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 product manufacturers and the Owner.

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

3.31 STORAGE AND PROTECTION

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

B. 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.

C. The Contractor shall provide a secure outside storage area in the vicinity of the site when needed or required by the Owner.
3.32 SUBSTITUTIONS

A. Substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor or when deemed appropriate by the Owner’s Representative.

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

C. The requested substitution proposed 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.

D. 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.

E. The Owner’s Representative 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.

3.33 REJECTED MATERIALS AND DEFECTIVE WORK

A. Materials furnished by the Contractor and rejected by the Owner’s Representative as unsuitable or not in conformity with the specifications shall forthwith be removed from the job-site and work area by the Contractor, and shall not be made use of elsewhere in the work.

B. 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 Owner’s Representative.

C. 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 Owner’s Representative, occurring previous to the final payment.

3.34 PROJECT CLOSEOUT

A. DESCRIPTION

   1. This Section specifies administrative and procedural requirements for the project closeout including, but not limited to:
a. Project record document (As-Built drawings) submittal. 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.
b. 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 Owner’s Representative.

2. Record Specifications
a. 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.

3. Test Results
a. Not Applicable this project

4. REMOVAL OF PROTECTION
a. Remove temporary protection and facilities installed for protection of the Work during construction. Fencing and erosion and sediment control measures and best management practices can be removed after permanent measures have been established.

3.35 WARRANTIES

A. DESCRIPTION
1. 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.
   a. Refer to the General Conditions for terms of the Contractor’s special warranty of workmanship and materials;
   b. General closeout requirements are included in Section “Project Closeout”; and
   c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the specifications and Drawings.
2. Disclaimers and Limitations
   a. 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.

B. DEFINITIONS

1. Standard Warranties
   a. Standard product warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

2. Special Warranties
   a. 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 Owner.

C. WARRANTY REQUIREMENTS

1. Related Damages and Losses
   a. 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.

2. Reinstatement of Warranty
   a. 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.

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

4. Owner’s Recourse
   a. 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.

5. Rejection of Warranties
   a. The Owner’s Representative reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents. The Owner’s Representative 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.

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

D. WARRANTY PERIOD

1. All warranties required by the Contract documents shall commence on the date of Final Acceptance
SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including Conditions, apply to this Section.

1.2 SUMMARY
A. Section Includes:
   1. Demolition and removal of selected site elements.

1.3 DEFINITIONS
A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be salvaged or reinstalled.
B. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
C. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP
A. Unless otherwise indicated, demolition waste becomes property of Contractor.
B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
   1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS
A. Predemolition Conference: Conduct conference at Project site.
   1. Inspect and discuss condition of construction to be selectively demolished.
1.6 FIELD CONDITIONS

A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

   1. Before selective demolition, Owner will remove the following items:
      a. surface mounted and freestanding trash receptacles.

B. Notify Owner Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

   1. Hazardous materials will be removed by Owner before start of the Work.
   2. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner Representative. Hazardous materials will be removed by Owner under a separate contract.

D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

3.2 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

   1. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
3.3 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Bituminous Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn demolished materials.
SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Requirements, apply to this Section.

1.2 SUMMARY

A. Section Includes:
   1. Asphalt surface treatments.

B. Related Requirements:
   1. Section 024119 "Selective Demolition" for demolition and removal of existing asphalt pavement.

1.3 PRECONSTRUCTION MEETINGS

A. Preconstruction Conference: Conduct conference at Project site.
   1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
      a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
      b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include technical data and tested physical and performance properties.
   2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and testing agency.
B. Material Certificates: For each paving material.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of of State of Rhode Island Department of Transportation Standard Specification for Road and Bridge Construction for asphalt paving work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.7 FIELD CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime Coat: Minimum surface temperature of 60 deg F.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.


C. Fine Aggregate: [ASTM D 1073], sharp-edged natural sand or sand prepared from stone, gravel, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

2.2 AUXILIARY MATERIALS

2.3 MIXES

A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes and complying with the following requirements:

1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
2. Bituminous Surface: Shall conform to the requirements of the Rhode Island Standard Specifications Section 402 and M.03.01 for surface course Class I-1.
3. Processed Gravel Base: Gravel base shim course in accordance with State of Rhode Island Standard Specification, Subsection M01.09, meeting the gradation requirements of Table -1, Column 1, with 100% passing 3-inch Square Mesh Sieves.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.

3.2 REPAIRS

A. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.
   1. Clean cracks and joints in existing hot-mix asphalt pavement.
   2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
   3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.3 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
   1. Clean contact surfaces and apply tack coat to joints.
   2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
   3. Offset transverse joints, in successive courses, a minimum of 24 inches.
   4. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
   5. Compact asphalt at joints to a density within 2 percent of specified course density.

3.4 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
   1. Complete compaction before mix temperature cools to 185 deg F.
B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to [ASTM D 6927], but not less than 94 percent or greater than 100 percent.
2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041/D 2041M, but not less than 90 percent or greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.5 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Surface Course: 1/8 inch.

END OF SECTION 321216
PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. The Work of this Section consists affecting the necessary repairs to the existing basketball court surfaces, as indicated on the Contract Documents and as specified herein.

B. The Contractor is responsible for reviewing the existing conditions of the outdoor basketball courts. The courts exhibit various surface and structural imperfections that shall be addressed under this item of work. Observed cracking includes cracks less than ¼” wide as well as cracks greater than ¼” in width that vary in width up to 1-1/2” wide.

C. The scope of work is three-fold and shall consist of 1) a thorough inspection of the exiting outdoor court(s) by an authorized Sport Surfacing Contractor 2) crack repair and the preparation of the existing surface and 3) the application of the new acrylic sealer and surface color material, including court lines.

D. The work involved in the following specifications must be performed in a safe and workmanlike manner by a Contractor possessing suitable professional qualifications as submitted and as approved under Project Owner’s criteria as set forth herein.

E. The Contractor and workers who will complete the designated work shall be well aquatinted with the requirements of the scope of work, be competent in their trade, and have sufficient experience to properly perform this work. Qualified supervision shall be on the job site during all working hours.

1.2 RELATED DOCUMENTS

A. Drawings and General Requirements apply to the Work of this section.

B. The Contractor shall examine all Contract Documents and all other Sections of the Specifications for requirements therein affecting the Work specified herein.
1.3 RELATED WORK UNDER OTHER SECTIONS

A. Refer to Section 01 10 00 – General Requirements

1.4 REFERENCES

A. The following standards shall apply to the work of this Section.

1.5 SAMPLES AND SUBMITTALS

A. Submit Contractor Qualifications as per Section 1.6 of this specification and in accordance with Section 01 10 00 – General Requirements: Submittal Procedures.

B. Contractor shall submit all materials proposed for use in performing this work in accordance with Section 01 10 00 – General Requirements: Submittal Procedures.

C. The acrylic products proposed for use and submitted shall include all proposed component mixing ratios.

D. No un-approved materials will be allowed at the job-site.

1.6 QUALITY ASSURANCE

A. The Contractor conducting the court repairs shall provide proof of ten (10) years of experience in evaluating and conducting court surface preservation, repairs and beautification to asphalt paved sports courts. Proof shall be provided by furnishing and submitting a written list of completed past projects and the dates of service.

B. In addition to the requirement above, the Contractor shall provide proof of relevant project experience conducting effective and durable work by providing three (3) client references (Name, email and telephone number) for similar projects that included conducting long-term asphalt paved sports courts crack repairs and new surface finishes.

C. The Contractor conducting the court repairs shall show proof of being a member in good standing of the American Sports Builders Association (ASBA).

D. The Contractor is responsible for secure and proper storage of all of the products approved for use and associated with this project.

E. Protect the surfaces of the courts to be repaired from damage until Final Acceptance by the Owner. Any damaged or defaced portion of the surface shall be
repaired and/or replaced to full satisfaction of the Owner’s Representative and at no additional cost to the Owner.

F. Provide the Owner with a minimum of a three year warranty against widening of cracks for crack repair work performed.

PART 2 - PRODUCTS

2.1 PRODUCT COMPATABILITY

A. All products submitted to be utilized for conducting this work shall be manufactured to be compatible and effective in providing lasting and durable athletic court crack repairs and surface finishes. Products shall be as specified or as per ‘Approved Equivalent’ as required per Section 01 33 00 Submittal Procedures.

2.2. STRUCTURAL CRACK REPAIR SYSTEM

A. Structural Crack Repair System shall be designed to create effective, durable repair to damaged athletic court surfaces. The product shall contain engineered compatible components to be installed as a multi-step system that consists of filling cracks, and then overlaying adhesives, slip-sheets, mesh and fabric layers to create a durable and flexible surface that is compatible with a colorized acrylic surfacer top coat. The system shall utilize a bond-breaker or slip sheet to isolate three layers of a knitted expandable composite overlay fabric that is placed over the crack to be repaired. Fiberglass fabric systems are not acceptable. The product when applied shall result in a durable and flexible linear patch approximately 36” wide capable of accommodating expansion and contraction of the crack below. The system shall be compatible with other products selected to be utilized in the process of patching, coating and resurfacing the athletic courts.

B. A structural crack repair system with engineered compatible components that meet these specifications is ARMOR Crack Repair System, as manufactured by A.S.T., LLC 5050 Farmingdale, NJ 07727. 1.732.751.1212 www.armorcrackrepair.com or approved equivalent.

2.2. COURT LAMINATING & BINDING AGENT

A. The Laminating & Binding Agent shall be an acrylic polymer emulsion developed specifically to coat, laminate and bond court repairs and fill small voids to create a uniform court surface. The product shall be selected and mixed to work on asphalt
court surfaces as part of a comprehensive athletic court patching, coating and resurfacing system.

B. A product that meets these requirements is ‘NOVABOND’, as manufactured by Nova Sports USA, 8 Commercial Way, Milford, MA 01757. 1.508.473.6540. [www.novasports.com](http://www.novasports.com) or approved equivalent.

2.3. ACRYLIC RESURFACER

A. The resurfacer product shall be purpose blended and be designed to be applied to paved surfaces prior to the application of the final acrylic color surfacing system. The resurfacer shall be designed for filling voids and smoothing and levelling surfaces. The heavy bodied 100% acrylic concentrate shall be designed to be mixed at set ratios of fine graded (50-60 mesh) sand and water at the jobsite. The sand filled mixture shall be shown to be effective at filling and sealing porous asphalt paving surfaces. Additive agents such as asphaltic or tar emulsions, vinyl, alkyd and non-acrylic resins are not permitted. The product shall be selected and mixed to work on asphalt court surfaces as part of a comprehensive athletic court patching, coating and resurfacing system.

B. A product that meets these requirements is ‘NOVASURFACE’ as manufactured by Nova Sports USA, 8 Commercial Way, Milford, MA 01757. 1.508.473.6540. [www.novasports.com](http://www.novasports.com) or approved equivalent.

2.4. COLORIZED ACRYLIC SURFACER

A. Product shall be 100% acrylic latex, full depth color material for use on all-weather asphalt paved tennis courts, basketball courts or other ‘combination’ exterior athletic court surfaces. The colorized acrylic surfacer shall have integral rounded aggregate that create a light, non-slip texture when dry. The surface Color shall be packaged factory mixed. The surfacer may be a concentrated emulsion and may be mixed to the approved manufacturer’s ratios on site. The product shall be selected and mixed to work on asphalt court surfaces as part of a comprehensive athletic court patching, coating and resurfacing system.

B. The courts shall be finished in two (2) colors, Navy and Orange, as selected from the manufacturer’s standard color range.

C. A product that meets these requirements is ‘NOVACRYLIC COMBINATION SURFACE’ as manufactured by Nova Sports USA, 8 Commercial Way, Milford, MA 01757. 1.508.473.6540. [www.novasports.com](http://www.novasports.com) or approved equivalent.

2.5. WHITE LINE PAINT
A. Line paint shall be 100% acrylic fast drying emulsion line marking paint, highly pigmented for 1 coat coverage non-glaring, and highly reflective. Paint shall be sand textured and fast drying, without crazing, cracking or peeling. Paint shall be designated for use defining areas of play on basketball courts and/or other recreational sports requiring court markings.

B. A product that meets these specifications is NOVATEX as manufactured by Nova Sports USA, 8 Commercial Way, Milford, MA 01757. 1.508.473.6540. www.novasports.com or approved equivalent.

PART 3 - EXECUTION

3.1 PREPARATION

A. Utilizing sharp tools sized to access the existing cracks and voids in the court surface, employ asphalt crack hoes, crack routers, braided wire wheels and steel wire brushes, or similar to effectively remove all grass and other vegetation where present from all cracks in the court surface to be repaired.

B. Scrape and thoroughly clean the entire court surface with a stiff bristle broom and using power washing equipment capable of generating 2500 psi at the nozzle tip. Remove all dirt and debris. Coordinate cleaning with any curing requirements of crack sealing products approved for use. Isolate cleaning operations to allow sealing of large cracks prior to full surface wash of court to prevent moisture build-up in areas to be repaired if weather or other limiting conditions dictate.

C. Using a straight edge or when court is wet note any areas where of ponding of water on the court is observed to a degree that exceeds 5/64” (1.98mm). Mark these areas to be corrected by shimming and leveling the court.

D. Dry the entire surface area of the existing court surface, utilizing a mechanical, commercial grade, air blowing equipment and scrapers as required. Ensure that any and all loose debris or loose acrylic paint is removed. The court surface must be dry for a minimum of five (5) days prior to applying any court patch binder.

3.2 CRACK REPAIRS

A. Crack Repair Work shall be completed on a day when the courts have full sun exposure and the ambient air temperature is 70°Farenheit and rising. Temperatures measured at the surface shall not be above is 140°Farenheit. Any and all fissured and cracked areas or low areas to be patched must completely dry before attempting any additive layers or successive repairs so as to not trap moisture which may interfere with sealing and bonding of repair materials.
B. In general, the court patch materials shall be suitable to be ready-mixed on site. Dry mix the sand and cement before adding the liquid patch binder. Do not over mix—avoid excessive air entrainment. Mix only what can be installed within the cure time of the product. Do not re-temper. Comply with the approved manufacturer’s instructions.

C. In addition to areas noted on the Plans, any areas observed on site to be low or prone to puddling that as such require patching (area of play) should be addressed by minimizing the low spot by building the area up with the court patch binder. Follow all manufactures recommendations and guidelines.

D. Screed off excess or otherwise level with stiff straight edge to ensure uniformity of the plane. Once the patch is allowed to dry and cure, grind, sand and/or buff smooth to have a feathered and uniform transition to the surrounding court surfaces.

E. Multiple applications of the court patch binder may be required to eliminate the uneven surfaces and reach a desired thickness with even transitions. Inspect surface repair between applications. Scrape surface to remove any lumps, ridges or scale. Remove all loose material. The Owner’s Representative shall be consulted and shall confirm that in each specific location the effected repair is acceptable.

F. Any and all cracks should be filled and sealed utilizing the court acrylic patch binder according to approved manufacturer’s recommendations and guidelines, based on the width and depth of cracks. Any cracks over 1/4” in width should be addressed utilizing a structural crack repair system.

3.3 STRUCTURAL CRACK REPAIRS

A. The following installation methods described apply to use of specified products to repair cracks in the asphalt court surface. Process may vary per requirements of substitute products. Review work plan with the Owner’s Representative.

B. All work necessary for addressing and sealing structural cracks in the court shall be performed in observance of the following conditions:
   i. Temperatures must be above 70 degrees F.
   ii. Do not install wet-surfaces.
   iii. Do not install when rain is predicted or likely.
   iv. Do not install on dirty, damp or cold surfaces
   v. Avoid installing on overcast days.
C. Utilizing the approved crack fill product, work material into the clean crack and strike off flush with adjacent court surfaces. Avoid any gaps or voids while filling the crack.

D. Utilizing an industrial orbital floor sander or equal, using extra coarse sand paper sand the filled joint flush to the surrounding court surfaces.

E. Clean and apply special release tape (slip-sheet) or bond-breaker over the filled and sanded crack. (Application1). Note all work shall extend a minimum of 36” beyond the end of the crack being repaired. All repairs shall extend outward to the prescribed distance to accommodate future lengthening of the crack.

F. Apply liquid adhesive on top of and beyond the width of the bond breaker. The adhesive must extend a minimum of 6” beyond the bond breaker layer so the ‘bridging’ layer may adhere to sound asphalt pavement on each edge of the crack. Install ‘narrow’ knitted flexible fabric (Application 2) over adhesive and bond breaker. Ensure secure attachment to pavement surfaces.

G. Install ‘wide’ flexible knitted fabric (Application 3) over layers below. Roll out evenly. Avoid gathered edges or bunching.


I. Utilizing an industrial orbital floor sander or equal, sand the transitional edges flush to the surrounding court surfaces. Utilize a 10’ straight edge to verify smooth transitions. Any depression shall be under 5/64th” or additional repairs are required. Review un-anticipated conditions with the Owner’s Representative.

J. After completion of the above repair and preparation work, the Contractor shall seek approval from the Owner’s Representative of the condition of the repairs in place before proceeding to the next step in the repair process.

3.3 COURT RESURFACING

A. Application of new surface: Surface must be dry and temperature 50°Fahrenheit and rising. Utilizing a neoprene rubber squeegee apply the coat of resurfacer. Note all areas that have been patched shall be coated once with the acrylic re-surfacer, following all manufactures recommendations and guidelines. Once the acrylic re-surfacer applied to the patched areas has properly dried and cured, the areas should be scraped and cleaned with debris removed prior to the full court applications of acrylic coatings.

B. Once all repairs have properly dried and cured, the entire court surface should receive one (1) application of the acrylic resurfacer prior to the application of court color.
C. The court color surfaces shall be as follows: Court Area, Border, Three Point Area, shall be Navy in color. Key, Top of Key, and Center Court Circle shall be Orange in color.

D. Color application shall cover the court surface entirely. Using a neoprene rubber squeegee, apply two (2) full coats of the acrylic color to each court. All acrylic resurfacer and acrylic color must be mixed per the approved manufacturer’s recommendations and specifications.

E. At every step, each acrylic material product applied must be allowed to fully cure, and completely dry. Surfaces shall be gently cleaned as per acrylic surfacing material manufacturer’s recommendations. Court surfaces shall be blown clean and all debris removed prior to the application of any successive application.

3.4 COURT LINE MARKINGS

A. Refer to the court layout plans for court painted line-work locations and dimensions.

B. Upon completion and with acceptance of the court surface from the Owner’s Representative, the Contractor shall lay out court lines for basketball. Lay out the lines in chalk, defining the edges with masking tape.

C. The playing lines shall 2” wide, and shall be painted white with a brush.

D. The playing lines shall painted utilizing white line paint. Application of this product should be in accordance with the manufacturer’s specifications.

E. Allow to dry. Protect work while setting up. When dry remove all tape. Lines shall appear sharp and crisp, cleanly defining colorized areas.

3.5 COMPLETION OF THE WORK

A. The Contractor is responsible for protecting all finished work from damage until Final Acceptance. Remove or otherwise secure all paints, sealers and surfacing agents at the close of site operations each day.

B. Protect the surrounding environment adjacent to the courts from spills, drips and overspray. The Contractor is responsible for any damage or discoloration of adjacent surfaces.

C. Upon completion of the crack and related surface repairs, the Contractor shall review the court surfaces for imperfections or flaws in the surface. The Contractor shall note any areas requiring repair and/or re-work and shall identify any issues discovered.
D. Upon completion of inspection, the Contractor shall submit to the Owner’s Representative a request in writing for a walk-thru site inspection for Acceptance of the Court Repairs to the existing Basketball Courts. The request shall include identification of any known issues found and shall include a description of the proposed remedy.

E. The Contractor shall conduct the walk-thru with the Owner’s Representative. Locations of necessary repairs and the approach to conducting the necessary repairs if so required shall be agreed at the time of the walk-thru.

F. No additional payment will be made by the Owner to affect any repair work.

G. Upon final review by the Owner’s Representative and issuance of a formal Acceptance of the Court Repairs, the Contractor shall commence with the resurfacing, color finishing and painting of the line striping.

H. At the completion of all work operations the Contractor shall provide a three (3) year materials and labor warrantee for the work performed.

I. At the completion of all work operations the Contractor shall remove all containers, surplus debris, materials and temporary barriers protecting the work on the courts. The portions of the site occupied by the courts shall be left in a clean and orderly condition.

END OF SECTION
SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

A. Provide all materials, equipment and labor necessary to complete the work as indicated on the drawings or as specified herein.

B. The principal work of this section includes, but may not be limited to, the following:
   1. Grading and Spreading Loam.
   2. Preparations of Areas for Seeding.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.3 SUMMARY

A. Related Requirements:
   1. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.

1.4 ACTION SUBMITTALS

A. Certified analysis and source of off-site loam to be provided. Certification shall list soil additives to loam including rates and type.

B. Product Data: For each type of product.
   1. Include recommendations for application and use.
   2. Include test data substantiating that products comply with requirements.
   3. Include sieve analyses for aggregate materials.
   4. Material Certificates: For each type of imported soil and soil amendment and fertilizer before delivery to the site, according to the following:
      a. Manufacturer's qualified testing agency's certified analysis of standard products.
      b. Analysis of fertilizers, by a qualified testing agency, made according to AAPFCO methods for testing and labeling and according to AAPFCO's SUIP #25.
      c. Analysis of nonstandard materials, by a qualified testing agency, made according to SSSA methods, where applicable.
C. Samples: For each bulk-supplied material, 1-quart volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 QUALITY ASSURANCE

A. Contractor shall specialize in work outlined with a minimum of five (5) years experience on similar projects.

B. Do not make substitutions without written approval. If specified materials are not available, obtain approval for substitution from the Owner's Representative.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:
   1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
   2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
   3. Do not move or handle materials when they are wet or frozen.

PART 2 - PRODUCTS

2.1 CLEAN SCREENED LOAM

A. Loam shall consist of screened fertile, loose, friable fine sandy loam or sandy loam free of subsoil, refuse, stamps, roots, rocks, cobbles, stones, brush, noxious weeds, litter and other materials which are larger than one inch (1”) in any dimension and which will prevent healthy plant growth. Organic matter shall constitute not less than five percent (5%) nor more than twenty percent (20%) as determined by wet combustion method (Chromic acid reduction). The Contractor shall notify the Owner or Owner’s Representative of the intended source of loam to be employed at least two (2) weeks prior to the intended time of use to allow time for sampling.

B. Loam shall possess good filtration and permeability rates, and shall possess a mechanical analysis where: N 85% of sand size is 0.5 to 1.0 mm and N 95% of sand mix is between 0.5 and 2.0 mm and no more than 5% of mix is less than 0.5 mm.

C. Acidity range of approximately pH 5.5 to 7.5 when tested according to methods of testing or A.O.A.C. and organic content not less than 5% nor more than 20% as determined by wet combustion method (Chromic acid reduction).
2.2 LIMESTONE
A. Dolomitic limestone contain up to 50% magnesium carbonate in a dry, granular form. Limestone shall be ground to such a fineness that at least 50% will pass through a 100-mesh sieve and 90% to 100% will pass through a 20-mesh sieve.

2.3 JUTE MESH
A. Where indicated on the Plans, Jute mesh shall be uniform, open, plain weave of undyed and unbleached single jute yarn, a minimum of four (4) feet in width plus or minus one (1) inch. There shall be 78 warp ends per width and 41 weft ends per yard. Weight shall average 1.22 pounds per linear yard, plus or minus 5%.
B. Staples for Erosion Control Materials: 9 gauge staples shall be used with jute mesh: 11 gauge with woven paper.

2.4 WATER
A. Clean, fresh, potable water.

PART 3 - EXECUTION

3.1 GRADING AND SPREADING LOAM
A. Remove all debris and other inorganic materials on any prepared subgrades, and reshape and dress any damaged or eroded slopes, swales, and other areas. Scarify and loosen subgrade to a friable condition in any areas where compaction may have occurred. Loam shall not be placed until subgrade is in suitable condition and free of excessive moisture or frozen materials.
B. Loam shall be spread as required on all disturbed and bare areas to produce an even depth as shown on the Plans. Fill all depressions in existing grades with suitable fill material as specified in Section 31 20 00 prior to spreading loam, then shape and finish grade to depth of loam required.
C. Area shall be progressively fine graded and machine and hand raked, with loam added as required to correct depressions and other irregularities, to produce smooth and unbroken finish grades and the depth of loam required.
D. Drawings show grading design intent to achieve a uniform grade not less than 1.25% slope. Finish grades shall conform to lines, grades, sections, and shapes of lawn areas as required. Final grade shall provide positive drainage across all grassed lawn and field areas. Provide smooth, uniform, smooth transitions at all changes and break in grade. Loam is to be held to a consistent depth of 1/2" below adjacent pavements surfaces.
E. Starter fertilizers: All required materials shall be spread and distributed into the soil at rates and amounts specified herein.
F. After establishment of finish grade, entire area shall be hand raked and rolled using a light roller.

3.2 PREPARATION OF AREAS FOR SEEDING

A. GENERAL DESCRIPTION: This work shall consist of the preparation of the seed bed. Work shall be done as described herein:

1. Areas shall be finely raked to a finished grade. Substantially, all sticks, litter, wire, weeds, cable or stones larger than one (1") inch in greater dimension shall be removed and disposed of as directed.
2. Where the soil has become compacted, prior to fine raking, areas to be seeded shall be scarified by discing, york raking, or other approved method to a minimum depth of three (3) inches.
3. No seeding will be permitted on areas where the seed bed has not been properly prepared or where the soil is compacted.
4. Request inspection of the work for approval before proceeding with seeding operations.

3.3 APPLICATION OF LIMESTONE

A. When applied dry, limestone shall be spread evenly and incorporated thoroughly into the soil by discing or other approved means.

B. When applied hydraulically, no discing will be necessary.

C. Granular treatment to be applied at the rate of 25 to 50 lbs. per 1,000 square feet or as required by soil pH test to produce a pH of 6.0 to 6.5.

3.4 APPLYING JUTE MESH

A. Apply jute mesh loosely but smoothly to fit the contour of the finished grade, parallel to and in same direction as the flow of water. The up-slope end of the each separate strip or piece of jute mesh shall be buried in a six (6) inch minimum vertical anchor slot of junction slot with the soil tamped firmly against the mesh. Where more than one width of material is required, edges shall overlap a minimum of twelve (12) inches, and the up-slope section of mesh will be on top. Down-hill ends of the jute mesh shall be folded under approximately four (4) inches and stapled in place. Staples will be inserted through the mesh along edges, overlaps, and in the center of all jute mesh strips at intervals not greater than three (3) feet. All anchor slots, junction slots, check slots, and terminal folds shall have five (5) staples spaced not more than nine (9) inches on center across widths.

B. On seeded banks, jute shall be applied immediately after seeding. On shrub banks, apply jute after finish grading. Cut openings in mesh for each plant and plant and mulch as specified.
3.5 GENERAL

A. Place planting soil and fertilizers according to requirements in other Specification Sections.

B. 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 planting soil.

C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.6 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

A. Excavation: Excavate soil from designated area(s) to a depth of 12 inches and stockpile until amended.

B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.

C. Unsuitable Materials: Clean soil to contain a maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.

D. Screening: Pass unamended soil through a 3-inch sieve to remove large materials.

3.7 PROTECTION

A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Vehicle traffic.
4. Foot traffic.
5. Excavation or other digging unless otherwise indicated.

B. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.

3.8 CLEANING

A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.

B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 329113
SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Seeding.
2. Hydroseeding.
3. Erosion-control material(s).

1.3 DEFINITIONS

A. Finish Grade: Elevation of finished surface of planting soil.

B. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

C. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" and drawing designations for planting soils.

D. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

A. 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.
1. Certification of each seed mixture for turf grass. Include identification of source and name and telephone number of supplier.

B. Product Certificates: For fertilizers, from manufacturer.

1.6 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 compliance with state and Federal laws, as applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk materials with appropriate certificates.

1.7 FIELD 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 Substantial Completion.


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.

PART 2 - PRODUCTS

2.1 SEED

A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:

1. Quality: State-certified seed of grass species as listed below for solar exposure.
2. Seed mix for all areas shall conform to Rhode Island State Park Mix with the following grass types and percentages:
a. 70% Creeping Red Fescue  
b. 15% Kentucky Blue grass 
c. 15% perennial ryegrass (Lolium perenne).

2.2 FERTILIZERS

A. 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.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.

1. 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.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable or which is 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 Architect and replace with new planting soil.

3.2 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.
2. Protect grade stakes set by others until directed to remove them.

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.
3.3 TURF AREA PREPARATION

A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."

B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade. Blend planting soil in place.

C. Moistened prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.

   1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
   2. Do not use wet seed or seed that is moldy or otherwise damaged.
   3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.

B. Sow seed at a total rate of 3 to 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 from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of 3/16 inch, and roll surface smooth.

3.5 HYDROSEEDING

A. Hydroseeding: Mix specified seed, slow-release fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.

   2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.6 TURF MAINTENANCE

A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll,
regrade, and replant bare or eroded areas and remulch 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 4 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 1 inch per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third 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:

1. Mow Kentucky bluegrass specified seed mix to a height of 1-1/2 to 2 inches.

3.7 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by 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 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.8 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents according to 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 Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.
3.9 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 surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

D. Remove nondegradable erosion-control measures after grass establishment period.

3.10 MAINTENANCE SERVICE

A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. 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: 60 days from date of Substantial 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.

END OF SECTION 329200
GENERAL CONSTRUCTION NOTES

1. BASE INFORMATION OBTAINED FROM GOOGLE EARTHS, GIS AND PROVIDENCE PARKS DEPARTMENT SITE INVESTIGATION. ALL EXISTING CONDITIONS ARE TO BE CONSIDERED APPROXIMATE. NO REGISTERED SURVEY WAS OBTAINED FOR THE PRODUCTION OF THE EXISTING CONDITIONS PLAN.

2. ANY ERRORS OR DISCREPANCIES ON THE DRAWINGS, SHOP DRAWINGS, AND DETAILS ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE LANDSCAPE ARCHITECT BEFORE THE WORK HAS COMMENCED.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL LOCATIONS AND DIMENSIONS. DISCREPANCIES BETWEEN ORIGINAL DIMENSIONS ON PLANS AND ACTUAL MEASUREMENTS IN FIELD ARE TO BE REPORTED TO THE LANDSCAPE ARCHITECT BEFORE CONSTRUCTION BEGINS.

4. THE CONTRACTOR SHALL NOTIFY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO DEMOLITION OR INSTALLATION OF ANY PORTION OF THE SITE WORK.

5. THE CONTRACTOR SHALL STAKE OUT ALL LAYOUTS OF PROPOSED WORK FOR APPROVAL BY THE OWNER AND LANDSCAPE ARCHITECT PRIOR TO COMMENCING WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL CONTROL POINTS AND BENCHMARKS. ALL CONTROL POINTS AND BENCHMARKS SHALL BE COORDINATED WITH THE LANDSCAPE ARCHITECT.

7. UNLESS OTHERWISE SPECIFIED ON THE PLANS AND DETAILS, SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODS CONFORM TO THE MOST RECENT VERSION OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (20 EDITION).

8. CONSTRUCTION SHALL BE PERformed IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, DESTRUCTION, CONTAMINATION, AND TRENCH WORK.

9. THE CONTRACTOR SHALL RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE. AREAS NOT DISTURBED BY CONSTRUCTION SHALL BE LEFT NATURAL.

10. CONSTRUCTION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE TO AN APPROVED DUMP SITE. ALL TRUCKS LEAVING THE SITE SHALL BE COVERED.

11. THE CONTRACTOR SHALL REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE ANY LOOSE CONSTRUCTION DEBRIS BEFORE THE WORK IS COMPLETED. AREAS NOT DISTURBED BY CONSTRUCTION SHALL BE LEFT NATURAL.

12. CONCRETE TRUCKS SHALL NOT BE WASHED ON SITE. ANY CONCRETE OR CONCRETE DEBRIS LEFT IN THE DISTURBED AREA SHALL BE REMOVED BY HAND AT THE CONTRACTOR'S EXPENSE.

13. IF ANY ALTERATION OR DEVIATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED, THE CONTRACTOR IS TO IMMEDIATELY CONTACT AND COORDINATE WITH THE LANDSCAPE ARCHITECT AND THE OWNER.

14. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIAL FROM THE SITE. A THOROUGH INSPECTION OF THE WORK PERFORMED IS TO BE MADE AND ALL DISCARDED MATERIALS, BODIES OF WATER CARRIED DEBRIS, SHALL BE COLLECTED AND REMOVED FROM THE SITE.

15. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE FOR THE SAFETY OF THE GENERAL PUBLIC AND TO PROTECT PROPERTY AGAINST VANDALISM AND THEFT.

16. THE CONTRACTOR MUST OBTAIN ALL REQUIRED CITY, STATE AND FEDERAL PERMITS.

17. THE PROVIDENCE PARKS DEPARTMENT ASSUMES NO RESPONSIBILITY IF THE WORK IS NOT INSTALLED AS PER THE PLANS OR IF FIELD CHANGES ARE MADE WITHOUT THE KNOWLEDGE AND APPROVAL OF THE LANDSCAPE ARCHITECT AND OWNER.
CYPRESS STREET

BITUMINOUS CONCRETE BASKETBALL COURTS TO BE REFINISHED: CRACKS SEALED, TOP COATED, PAINTED, AND RESTRIPED

L-3

1.5 - 2" CRACK

1 - 1.5" CRACK

1" CRACK

0.5 - 1" CRACKS

EXISTING CONCRETE BOLLARDS SAWCUT AND REPAIR, FEATHER INTO EX. BIT. CONC. WALKWAY

BITUMINOUS CONCRETE BASKETBALL COURTS TO BE REFINISHED: CRACKS SEALED, TOP COATED, PAINTED, AND RESTRIPED

L-3

1.5 - 2" CRACK

1 - 1.5" CRACK

1" CRACK

0.5 - 1" CRACKS

1 - 1.5" CRACK

1" CRACK

0.5 - 1" CRACKS

DEMOLITION PLAN NOTES

1. ALL SITE PREPARATION NECESSARY TO COMPLETE THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH PROVIDENCE PARKS DEPARTMENT STAFF TO DEVELOP A SUITABLE DEMOLITION PLAN, WHICH WILL MINIMIZE PARK DISTURBANCE AND ALLOW ALL FACILITIES TO REMAIN IN OPERATIONAL DURATION DURING THE ENTIRETY OF THE PROJECT.

3. UNLESS OTHERWISE NOTED, THE CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION, REMOVAL, DEMOLITION, REMOVAL AND DISPOSAL, IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL EXISTING SITE ELEMENTS AND STRUCTURES INCLUDING BUT NOT LIMITED TO BITUMINOUS CONCRETE, CEMENT CONCRETE, GRAVEL, CURBS, WALKWAYS, SIDEWALKS, BERM, PLANTS, BOLLARDS, POSTS, PLANTING BEDS, TREES, SHRUBS, UTILITIES, DRAINAGE STRUCTURES AND ALL OTHER STRUCTURES SHOWN WITHIN THE LIMITS, AND WHERE NEEDED TO ALLOW FOR NEW CONSTRUCTION. ALL ELEMENTS TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER SPECIFICATIONS.

4. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A PROPER AND LEGAL MANNER.

5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND WHEREVER POSSIBLE MEASUREMENTS TAKEN IN THE FIELD. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY AND ANY GOVERNING PERMITTING AUTHORITY IN THE CITY, AND "DIGSAFE" (1-800-344-7233) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK IN PREVIOUSLY UNALTERED AREAS TO REQUEST FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESOLVE CONFLICTS BETWEEN THE PROPOSED UTILITIES AND FIELD-LOCATED UTILITIES AND SHALL REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT IMMEDIATELY.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE RECORDS OF THE LOCATION AND ELEVATION OF ALL DEBRIS AND UTILITIES SHOWN ON THESE PLANS AND OF ALL NEWLY INSTALLED UTILITIES AND STRUCTURES INSTALLER THE CONTRACTOR TO ENSURE THAT ALL NEWLY INSTALLED UTILITIES AND STRUCTURES ARE ACCURATELY SHOWN ON THE AS BUILT PLAN.

7. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS ACCESS AND OPERATION FOR SURROUNDING FACILITIES, AS DEEMED BY THE OWNER, AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.

8. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES AND TREE PROTECTIVE MEASURES ARE TO BE INSTALLED.
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 ON AND WITHIN LIMITS OF WORK, AS SHOWN ON THE PLANS AND AS APPROVED BY THE OWNERS REPRESENTATIVE.

3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT ANY DISCREPANCIES IN THE PLAN TO THE OWNERS REPRESENTATIVE PRIOR TO STARTING WORK.

SITE CONSTRUCTION PLAN NOTES

1. SCRAPER AND TOUGHERLY COLD THE ENTIRE COURT SURFACE WITH A STIFF BRISTLED BRUSH AND USING POWER WASHING EQUIPMENT CAPABLE OF GENERATING 2500 PSI AT THE NOZZLE TO.

2. REMOVE ALL DIRT AND Debris, COORDINATE CLEANING WITH ANY CURING REQUIREMENTS OF CRACK SEALING PRODUCTS APPROVED FOR USE. ISOLATE CLEANING OPERATIONS TO AVOID SEALING OF LARGE CRACKS PRIOR TO FULL SURFACE WASH OF COURT TO PREVENT MOISTURE BUILD-UP IN AREAS TO BE REPAIRED IF WEATHER OR OTHER LIMITING CONDITIONS Dictate.

3. ANY AND ALL TRENCHED AND CRACKED AREAS OR LOW AREAS TO BE PATCHED MUST COMPLETELY DRY BEFORE ATTEMPTING ANY ADDITIVE LAYERS OR SUCCESSIVE REPAIRS SO AS TO NOT TRAP MOISTURE WHICH MAY INTERFERE WITH SEALING AND BONDING OF REPAIR MATERIALS.

4. ANY AND ALL CRACKS SHOULD BE FILLED AND SMOOTHED UTILIZING THE COURT ACRYLIC PATCH BINDER ACCORDING TO APPROVED MANUFACTURERS' RECOMMENDATIONS AND GUIDELINES, BASED ON THE WIDTH AND DEPTH OF CRACKS. ANY CRACKS OVER 1/4" IN WIDTH SHOULD BE ADDRESSED UTILIZING A STRIPED CRACK REPAIR SYSTEM.

5. ONCE ALL REPAIRS HAVE PROPERLY DRIED AND CURLED, THE ENTIRE COURT SURFACE SHOULD RECEIVE ONE (1) APPLICATION OF THE ACRYLIC RESURFACER PRIOR TO THE APPLICATION OF COURT COLOR.

6. COLOR APPLICATION SHALL COVER THE COURT SURFACE ENTIRELY. APPLY TWO (2) FULL COATS OF THE ACRYLIC COLORED TO EACH COURT.

7. AT EVERY STEP, EACH ACRYLIC MATERIAL PRODUCT APPLIED MUST BE ALLOWED TO FULLY CURD, AND COMPLETELY DRY. SURFACES SHALL BE GENTLY CLEANED AS PER ACRYLIC SURFACING MATERIAL MANUFACTURER'S RECOMMENDATIONS. COURT SURFACES SHALL BE BLOWN CLEAN AND ALL GERRIS REMOVED PRIOR TO THE APPLICATION OF ANY SUCCESSIVE APPLICATION.

8. Once all repairs have properly dried and curled, the entire court surface should receive one (1) application of the acrylic resurfacer prior to the application of court color.

9. Color application shall cover the court surface entirely. Apply two (2) full coats of the acrylic colored to each court.

10. At every step, each acrylic material product applied must be allowed to fully cure, and completely dry. Surfaces shall be gently cleaned as per acrylic surfacing material manufacturer's recommendations. Court surfaces shall be blown clean and all debris removed prior to the application of any successive application.

11. Disturbed areas shall not extend beyond the sawcut.

12. All sawcut(s) shall be cut to width type 1.

13. This detail shall be used for pavement restoration at all trenches with continuous pavement.