

# **REQUEST FOR PROPOSALS**

# Item Description: MAJOR PARK FENCE IMPROVEMENTS PROJECT

Date to be opened: JULY 6, 2021

### **Issuing Department: PROVIDENCE 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: <u>gdiaz@providenceri.gov</u>
    - 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:
  - Megan Gardner
  - o **401.680.7243**
  - MGARDNER@PROVIDENCERI.GOV

### **Pre-bid Conference** (NON-MANDATORY)

Monday June 21, 2021 @ 10 a.m. On site meeting will be held at 75 Ellery Street, Providence (site)



### **INSTRUCTIONS FOR SUBMISSION**

Bids may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of the City Clerk. Room</u> <u>311, City Hall. 25 Dorrance Street, Providence</u>. 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 3<sup>rd</sup> 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 <u>do not</u> 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

\*\*<u>PLEASE NOTE</u>: 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 <u>NOT</u> requested to be provided in your initial bid by design.

<u>All bids submitted to the City Clerk become public record</u>. 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.



CITY OF PROVIDENCE, RHODE ISLAND

# **BID PACKAGE CHECKLIST**

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (see page 7 of this document)
- Bid Form 3: 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: <u>https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>

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

- 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.



CITY OF PROVIDENCE, RHODE ISLAND

# 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 <u>Open</u> <u>Meetings Portal</u>.
- 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 (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 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**

- Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>If either of the first two checkboxes below is checked, the specified assurance</u> <u>must accompany a bid, or the bid will not be considered by the Board of Contract and Supply</u>. 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 <u>5%</u> 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)  $\square$  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.



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### **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*.

### All bids MUST BE SIGNED IN INK.

### Name of Bidder (Firm or Individual):

Contact Name:	
Business Address:	
Business Phone #:	
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for	or service of
process that <i>is located <u>within</u> Rhode Island</i>	
Delivery Date (if 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"	
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Use additional pages if necessary for additional bidding details.

Signature of Representation

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 Representation

Printed Name



## **BID FORM 3: 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 Representation

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 statecertified 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 <u>https://www.naics.com/search/</u>. 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 <a href="http://odeo.ri.gov/offices/mbeco/mbe-wbe.php">http://odeo.ri.gov/offices/mbeco/mbe-wbe.php</a>. 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.



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### Form Instructions:

Access all bid forms from <u>http://www.providenceri.gov/oeo/</u> or <u>http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>. **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 property. 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

Examples of completed forms can be found on the City of Providence website at <u>http://www.providenceri.gov/oeo/</u> or <u>http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</u>.

### **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 <u>mbe-wbe@providenceri.com</u> or (401) 680-5766.



CITY OF PROVIDENCE, RHODE ISLAND

### **MBE/WBE PARTICIPATION AFFIDAVIT**

Item Discussion (as seen on RFP):

Prime Bidder: \_\_\_\_\_ Prime Bidder (Company) Phone Number:

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? <u>MBE</u> <u>WBE</u> <u>Neither MBE nor WBE</u>

# 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. <u>I understand that these documents must be submitted prior to the issuance of a notice to proceed.</u> Initial

<u>I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports</u> 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. <u>I understand that I may not make a</u> 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



CITY OF PROVIDENCE, RHODE ISLAND

### 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 statecertified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at

https://www.naics.com/search/

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	<b>\$ Value of Subcontract</b>
					\$
					\$
					\$
					\$
					\$
					\$
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, & D):				\$	
F. PERCENTAGE OF BID SUBCON (Divide the sum of A and B by E and b					%

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



CITY OF PROVIDENCE, RHODE ISLAND

### **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.

ime Bidder:
ompany Trade:
em 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.

MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?

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



CITY OF PROVIDENCE, RHODE ISLAND

# **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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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**



CITY OF PROVIDENCE, RHODE ISLAND

## **BID FORM 3: Supplemental Bid Form**

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the **MAJOR PARK FENCE IMPROVEMENTS PROJECT** bid 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 3<sup>rd</sup> 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 **MAJOR PARK FENCE IMPROVEMENTS PROJECT** 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.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.

DATE \_\_\_\_\_, 20\_\_\_\_



CITY OF PROVIDENCE, RHODE ISLAND

Name of Bidder and Official Address:	Name of Authorized Representative (Contact):		
	By		
	(Signature) Title		
E-Mail:	Phone:		
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):

<u>Addendum No.</u>	Date	<u>Addendum No.</u>	Date
	, 20	<u> </u>	, 20
	, 20	<u> </u>	, 20

### Sub-Contractors (If Any):

<u>Name:</u>	Scope of Work:	_MBE / WBE
<u>Name:</u>	Scope of Work:	_MBE / WBE
<u>Name:</u>	Scope of Work:	MBE / WBE



### SUPPLEMENTAL BID FORM

### MAJOR PARK FENCE IMPROVEMENTS PROJECT

**BASE BID**: Major Park comprises a .55-acre parcel located at the intersection of Ellery and Rosedale Street on Plot 37 Lot 508 in the West End neighborhood of Providence RI. The Providence Parks Department is seeking qualified bidders to submit pricing for installing ornamental fence surrounding the perimeter of this community park. The scope of work for this project shall include but not be limited to: Remove existing chain link fence and gate and Replace fence and gate, loam and seed disturbed areas as per plans and specifications. (See Attachments A plan set).

Add alternates include Furnish and deliver 60 LF ornamental welded wire fences and hardware at 4ft height to Roger Williams Park or as directed by owner's representative as proposed per plan (See Attachment A plan set).

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:** The Base Bid scope of work for this project shall include, but not be limited to the following: Remove and Replace fence and gate, loam and seed disturbed areas, provide tree protection, fence protection and erosion control.

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

		Dollars
(\$	), TOTAL BASE BID	
OWNER'S ALLOWANCE:		
two thousand dollars		Dollars
(\$ 2,000	), ALLOWANCE	
BASE BID WITH ALLOWANCE:		
		Dollars
(\$	), TOTAL BASE BID	
	BIDDER:	



CITY OF PROVIDENCE, RHODE ISLAND

### **ADD ALTERNATES:**

1. Add Alt # 1 – Furnish and Deliver 60 LF ornamental welded wire fence and hardware to Roger Williams Park or as directed by owner's representative. - Per Lump Sum LS \$ price in writing **UNIT PRICES:** 1. Provide tree protection EA S price in writing 2. Remove and dispose chain link fence, footings and gates LS S price in writing 3. Furnish and Install 4' ht. 4 gauge ornamental welded wire fence, Jerith Patriot or approved equal LF \$ price in writing 4. Furnish and Install 4' ht. 4 gauge ornamental welded wire 12' wide service gate, Jerith Patriot or approved equal EA price in writing 5. Apply loam and seed SF price in writing 6. Furnish and Install High Visibility Construction Snow Fence (Complete in place) - per Linear Foot LF S

price in writing

BIDDER:



7. Furnish and Install Erosion Control - Straw Wattle (Complete in place) - per Linear Foot

\_\_\_\_\_ LF \_\_\_\_\_\_

BIDDER: \_\_\_\_\_

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.



CITY OF PROVIDENCE, RHODE ISLAND

### **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 SHEET
- L-2 DEMOLITION PLAN
- L-3 SITE CONSTRUCTION PLAN

### **TECHNICAL SPECIFICATION:**

- 010000 GENERAL REQUIREMENTS
- 015639 TEMPORARY TREE AND PLANT PROTECTION
- 024119 SELECTIVE DEMOLITION
- 323116.10 ORNAMENTAL WELDED WIRE FENCES AND GATES
- 329219 SEEDING

### 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)



### CITY OF PROVIDENCE, RHODE ISLAND

- 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)
  - o 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)
  - o 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 <u>pjordan@providenceri.gov</u> and **Megan Gardner, Landscape Architect** at <u>mgardner@providenceri.gov</u>, no later than five (5) working days before the bid opening date.

Megan Gardner, RLA is the project contact and can be reached at 401.680.7243.

### **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.

"General Decision Number: RI20210001 04/23/2021

Superseded General Decision Number: RI20200001

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. 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.

Modification	Number Publication	Date
0	01/01/2021	
1	01/22/2021	
2	03/05/2021	
3	04/09/2021	
4	04/23/2021	

ASBE0006-006 12/01/2019

Rates Fringes HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....\$ 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		
	Rates	Fringes
BOILERMAKER	.\$ 42.42	24.92
BRRI0003-001 06/01/2020		
	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner	.\$ 42.55	28.02
BRRI0003-002 03/01/2020		
	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter	.\$ 40.78	28.92
BRRI0003-003 03/01/2020		
	Rates	Fringes
Marble, Tile & Terrazzo Finisher	.\$ 34.10	27.88
CARP0330-001 01/01/2021		
	Rates	Fringes
CARPENTER (Includes Soft Floor Layer)		28.66
Diver Tender		28.66
DIVER Piledriver		28.66 28.66
WELDER		28.66
FOOTNOTES:		
When not diving or tending the tender shall receive the piled shall receive \$1.00 per hour a when tending the diver.	river rate. Dive	er tenders
Work on free-standing stacks, electrical power houses, which when constructed: \$.50 per hou	are over 35 ft.	
Work on exterior concrete shea more above ground elevation or additional.		
The designated piledriver, known hour additional.	wn as the ""monk	(ey"": \$1.00 per

CARP1121-002 01/06/2020		
	Rates	Fringes
MILLWRIGHT	\$ 39.07	29.15
ELEC0099-002 06/01/2020		
	Rates	Fringes
ELECTRICIAN Teledata System Installer	\$ 41.61 \$ 31.21	57.24% 13.10%+14.93
FOOTNOTES:		
Work of a hazardous nature, or ft. or more from the floor, exc OSHA-approved lifts: 20% per ho	ept when wor	king
Work in tunnels below ground le 20% per hour additional.		
ELEV0039-001 01/01/2021		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 55.03	35.825+A+B
FOOTNOTES:		
A. PAID HOLIDAYS: New Years Day Day; Labor Day; Veterans' Day; after Thanksgiving Day; and Chr	Thanksgiving	
B. Employer contributes 8% basi more of service of 6% basic hou years of service as vacation pa	rly rate for	
ENGI0057-001 12/01/2020		
	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 GROUP 2 GROUP 2 GROUP 3 GROUP 4 GROUP 5 GROUP 5 GROUP 6 GROUP 7 GROUP 8 GROUP 9	\$ 40.55 \$ 36.17 \$ 33.32 \$ 39.60 \$ 30.40 \$ 24.40 \$ 36.25	27.70+a 27.70+a 27.70+a 27.70+a 27.70+a 27.70+a 27.70+a 27.70+a 27.70+a 27.70+a
UNUUF 7	φ 40.I/	2/./Utd

a. BOOM LENGTHS, INCLUDING JIBS:

https://beta.sam.gov/wage-determination/RI20210001/4

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 11/01/2020 Rates Fringes Power Equipment Operator (highway construction projects; water and sewerline

https://beta.sam.gov/wage-determination/RI20210001/4

GROUP 1.....\$ 35.70

projects which are incidental to highway construction projects; and bridge projects that do not span water)

27.70+a

5/10/2021

SAM.gov

GROUP	2\$	30.40	27.70+a
GROUP	3\$	24.40	27.70+a
GROUP	4\$	30.98	27.70+a
GROUP	5\$	34.68	27.70+a
GROUP	6\$	34.30	27.70+a
GROUP	7\$	29.95	27.70+a
GROUP	8\$	31.33	27.70+a
GROUP	9\$	33.28	27.70+a

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Digging machine, crane, piledriver, lighter, locomotive, derrick, hoist, boom truck, John Henry's, directional drilling machine, cold planer, reclaimer, paver, spreader, grader, front end loader (3 yds. and over), vacuum truck, test boring machine operator, veemere saw, water blaster, hydro-demolition robot, forklift, economobile, Ross Carrier, concrete pump operator and boats

GROUP 2: Well point installation crew

GROUP 3: Utlity 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

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ENGI0057-003 12/01/2020

BUILDING CONSTRUCTION

Power

		Rates	Fringes
r Equip	ment Operator		
GROUP	1	.\$ 41.82	27.70+a
GROUP	2	.\$ 39.82	27.70+a
GROUP	3	.\$ 39.60	27.70+a
GROUP	4	.\$ 35.60	27.70+a
GROUP	5	.\$ 32.75	27.70+a
GROUP	6	.\$ 38.90	27.70+a
GROUP	7	.\$ 38.47	27.70+a
GROUP	8	.\$ 35.79	27.70+a

a.BOOM LENTHS, INCLUDING JIBS:

150 ft. and over: + \$ 2.00 180 ft. and over: + \$ 3.00

https://beta.sam.gov/wage-determination/RI20210001/4

5/10/2021

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

IRON0037-001 09/16/2020

	Rates	Fringes
IRONWORKER	\$ 37.43	29.62

LAB00271-001 11/29/2020

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP	1\$ 33.05	26.05
GROUP	2\$ 33.30	26.05
GROUP	3\$ 33.80	26.05
GROUP	4\$ 34.05	26.05
GROUP	5\$ 35.05	26.05

LABORERS CLASSIFICATIONS

https://beta.sam.gov/wage-determination/RI20210001/4

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

\_\_\_\_\_

LAB00271-002 11/29/2020

HEAVY AND HIGHWAY CONSTRUCTION

Rates	Fringes
LABORER	
COMPRESSED AIR	
Group 1\$ 49.23	23.50
Group 2\$ 38.75	23.50
Group 3\$ 51.23	23.50
FREE AIR	
Group 1\$ 41.30	23.50
Group 2\$ 38.75	23.50
Group 3\$ 43.30	23.50
LABORER	
Group 1\$ 33.05	24.05
Group 2\$ 33.30	24.05
Group 3\$ 34.05	24.05
Group 4\$ 26.55	24.05
Group 5\$ 35.05	24.05
OPEN AIR CAISSON,	
UNDERPINNING WORK AND	
BORING CREW	
Bottom Man\$ 37.80	23.05
Top Man & Laborer\$ 36.85	23.05
TEST BORING	
Driller\$ 38.25	23.05
Laborer\$ 36.85	23.05

#### 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 06/01/2020

	Rates	Fringes
PAINTER		
Brush and Roller	.\$ 35.62	22.55
Epoxy, Tanks, Towers,		
Swing Stage & Structural		
Steel	.\$ 37.62	22.55
Spray, Sand & Water		
Blasting		22.55
Taper		22.55
Wall Coverer	.\$ 36.12	22.55

PAIN0011-006 06/01/2020

	Rates	Fringes
GLAZIER	\$ 39.18	22.55

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

10/2021		SAM.gov
PAID HOLIDAYS: Labor Day & Chris	stmas Day.	
PAIN0011-011 06/01/2020		
	Rates	Fringes
Painter (Bridge Work)		22.55
PAIN0035-008 06/01/2011		
	Rates	Fringes
Sign Painter	\$ 24.79	13.72
PLAS0040-001 06/03/2019		
BUILDING CONSTRUCTION		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 36.00	27.15
FOOTNOTE: Cement Mason: Work of 3 planks width and which is 20 and any offset structure: \$.30	0 or more fee	et above ground
PLAS0040-002 07/01/2019		
HEAVY AND HIGHWAY CONSTRUCTION		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 32.85	22.20
PLAS0040-003 07/01/2019		
	Rates	Fringes
PLASTERER	\$ 37.55	27.50
PLUM0051-002 08/31/2020		
	Rates	Fringes
Plumbers and Pipefitters	\$ 44.69	31.20
R00F0033-004 12/01/2020		
	Rates	Fringes
ROOFER	\$ 39.40	28.06
* SFRI0669-001 04/01/2021		
	Rates	Fringes
SPRINKLER FITTER	4	
	\$ 47.55	26.60
SHEE0017-002 12/01/2020	\$ 47.55	26.60
	\$ 47.55  Rates	26.60 Fringes

SAM.gov

TEAM0251-001 05/01/2019

#### HEAVY AND HIGHWAY CONSTRUCTION

		Rates	Fringes
TRUCK DRIVE	R		
GROUP	1	\$ 27.96	26.8525+A+B+C
GROUP	2	\$ 27.61	26.8525+A+B+C
GROUP	3	\$ 27.66	26.8525+A+B+C
GROUP	4	\$ 27.71	26.8525+A+B+C
GROUP	5	\$ 27.81	26.8525+A+B+C
GROUP	6	\$ 28.21	26.8525+A+B+C
GROUP	7	\$ 28.41	26.8525+A+B+C
GROUP	8	\$ 27.91	26.8525+A+B+C
GROUP	9	\$ 28.16	26.8525+A+B+C
GROUP	10	\$ 27.96	26.8525+A+B+C

### FOOTNOTES:

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

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

C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400) hours worked, up to a maximum of five hundred dollars (\$500.00)

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

TRUCK DRIVER CLASSIFICATIONS

- GROUP 1: Pick-up trucks, station wagons, & panel trucks
- GROUP 2: Two-axle on low beds
- GROUP 3: Two-axle dump truck
- GROUP 4: Three-axle dump truck
- GROUP 5: Four- and five-axle equipment
- GROUP 6: Low-bed or boom trailer.
  - GROUP 7: Trailers when used on a double hook up (pulling 2 trailers)
- GROUP 8: Special earth-moving equipment, under 35 tons
- GROUP 9: Special earth-moving equipment, 35 tons or over

GROUP 10: Tractor trailer

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

#### \_\_\_\_\_

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

5/10/2021

SAM.gov

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.

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END OF GENERAL DECISION"

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### SECTION 010000 - GENERAL REQUIREMENTS

### PART 1 - GENERAL (Not Used)

- 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 Major Park Fencing Project. The work includes, but is not necessarily limited to, the list of construction activities below..
    - 1. Remove and Replace Fences and Gates.
    - 2. Furnish and install Loam and Seeds.
    - 3. Furnish and Install Tree Protection.
    - 4. Furnish and Install Barrier Fence Protection
    - 5. Furnish and Install Erosion Control.
  - D. Work shall be as specifically indicated, shown or described in the Drawings, Technical Specifications, and other Contract Documents.
  - E. WORK UNDER ADD ALTERNATE
    - 1. The following items of Work described will be addressed as an Add Alternate. All work incorporated with the items and any and all incidental to the items shall be accounted for.
      - a. Add Alternate #1 Furnish and Deliver 60 LF ornamental welded wire fence and hardware to 1 Floral Ave Providence RI (Shipping and Receiving Division (Roger Williams Park) or as directed by Owner's Representative.

### F. PROJECT INFORMATION

- 1. OWNER
  - a. City of Providence Parks Department Roger Williams Park Dalrymple Boathouse 1000 Elmwood Ave. Providence, RI 02905 Telephone: 401.680.7200 Superintendent of Parks: Wendy Nilsson
  - b.
- 2. OWNER'S REPRESENTATIVE
  - a. Megan Gardner- Landscape Architect for Providence Parks Department



- 1.2 PROJECT LOCATION
  - A. 75 Ellery Street Providence RI, 02909
- 1.3 CONSULTING ENGINEER
  - A. N/A

#### PART 2 - PRODUCTS (Not Used)

#### 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 Major Park 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 salvaged at Parks Department off-site stockpile.
- 4. Materials to be removed and legally disposed of off site.
- 5. When applicable, verifying and utilizing survey control points as shown on the Drawings
- 6. Protecting existing site features to remain, such as fences, trees, shrubs and grassed areas outside the limit of work.
- 7. Protecting underground and overhead utilities and other existing facilities from damage.
- 8. Where applicable, provisions for site access and of traffic control.



- 9. At cessation of site improvement operations: Site clean-up
- 10. 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 re use on the site or by the Owner elsewhere, such materials shall become the property of the Contractor and he shall legally dispose of them away from the site.
- 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 or better condition at no additional cost to the Owner.

#### 2.6 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

- A. Make arrangements 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 to a condition equal to or better than existed prior to the start of the work.

#### 2.7 SITE MAINTENANCE

- A. Keep all surface irregularities of the construction site evenly graded to prevent the generation of impact noise, ground vibrations or sudden jarring sounds made by passing vehicles.
- B. Control dust from Contractor operations in accordance with specified dust control measures.



- C. Maintain the Site during construction in a manner that will not obstruct operations on neighborhood streets. Proceed with the work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.
- D. Legally dispose of all debris, rubbish, hazardous materials, oil, and grease in accordance.
- E. Maintain safety and security of the construction site and any stockpiled or staged materials or equipment if left on site at all times.

#### 2.8 TRAFFIC CONTROL

A. For all of his operations, the Contractor shall provide appropriate traffic control at the indicated Park access point in accordance with, TEMPORARY FACILITIES AND CONTROLS. The purposes of the traffic control are 1) to ensure that his 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, setting up and coordinating the local police department.

#### 2.9 DEMOBILIZATION

- A. 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.).

#### PART 3 - EXECUTION (Not Used)

#### 3.1 GENERAL REQUIREMENTS

A. The construction site entrance access point shall be as indicated on the plans via the existing 10' wide double leaf gate. The Owner will provide access to the existing 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 or Landscape Architect or may be requested by the Contractor. In either case, payment for work accomplished under a modification may not be made until a formal contract modification, incorporating the change into the contract, has been issued and executed. Therefore, it is incumbent upon the Contractor to comply fully with this procedure and to expedite the resolution of changes.

#### 3.3 CHANGE SUBMITTALS

- A. When requested, the Contractor shall submit the following to the Owner or Landscape Architect in accordance with the Submittals procedures described in these specifications:
  - 1. Proposal cover letter on Contractor's letterhead;
  - 2. Detailed price proposal;
  - 3. Drawings or other explanatory data; and
  - 4. Time extension statement with justification if any time extension is requested.

#### 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 a Proposed Change (PC) number, by which the change will be identified until such time as it may be incorporated into the contract by formal modification.
- 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 a unilateral modification, will not be made until a bilateral modification 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 PC number and citing the attachments, if any, which constitute the Contractor's total proposal.
  - 2. A detailed price proposal showing labor, construction equipment, and material quantities and prices at the lowest practical level of each element of the work.
  - 3. Any drawings, sketches, catalog cuts, samples, certifications, or other data required to be submitted by the Owner'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 a PC 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, DELAYS, AND LIQUIDATED DAMAGES

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, 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 may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefore.

#### 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. 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
- 3. 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.
- 4. 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.
- 5. The Contractor shall keep the Owner's Representative informed concerning the work status and projected work schedule through regular communications.
- 6. 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



- 7. The Contractor shall submit a written request for a Final Inspection seven calendar days in advance of the planned completion date. After review of the Notice of Completion, the Owner'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.
- 8. The Completion Verification 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.
- 9. 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, punch list work, and Completion Verification Inspection to occur in advance of the Contract Completion Date. Due to the construction time period and the anticipated weather conditions, substantially complete will be defined as the completion of construction for all item and the temporary stabilization of all disturbed areas, excluding planting and final seeding. Planting and final seeding is to occur during the time periods specified..
- 10. 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 on a weekly basis
  - 3. Submit construction progress schedule as backup 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 an arrow diagram, precedence diagram, or bar chart format. The minimum level of detail (number of activities) shall include the activities described in the Schedule of Values and the Scope of the Work. The construction schedule shall demonstrate completion of all work within the period of performance of the contract in a reasonable and achievable manner.



#### 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.

#### 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. The title block on all drawings shall bear the name of the Owner and the name of the project and shall include a space for the Owner's index number.
- 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 Drawing Submittal Schedule to the Owner's Representative. The Contractor's drawing schedule shall be brought up to date from time to time to show the latest changes, omissions, and additions. The Schedule will be based on the Contractor's Construction Schedule and will show when the Contractor will submit the drawings and when he/she expects them to be returned so that construction activities shown on the Construction Schedule are not interrupted. There will be a minimum of three weeks between these two activities. Specific methods and routines for handling drawing reviews shall be established in advance within the general framework of the Contract Documents.
- 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. 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.

#### 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

#### 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.

#### 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 substation 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

END OF SECTION 010000



#### SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

#### 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 general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

#### 1.3 DEFINITIONS

- A. (DBH): Diameter breast height; diameter of a trunk as measured by the average of the smallest and largest diameters at a height 54 inches above the ground line for trees with caliper of 8 inches or greater as measured at a height of 12 inches above the ground.
- B. Plant-Protection Zone: Area surrounding individual trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### 1.4 PRE- CONSTRUCTION MEETINGS

- A. Pre-construction Conference: Conduct conference at Project site.
  - 1. Review methods and procedures related to temporary tree and plant protection including, but not limited to, the following:
    - a. Tree-service firm's personnel, and equipment needed to make progress and avoid delays.
    - b. Arborist's responsibilities.
    - c. Coordination of Work and equipment movement with the locations of protection zones.
    - d. Trenching by hand or with air spade within protection zones.
    - e. Field quality control and maintenance.
    - f. Coordination by Parks Department City Forester and Forestry crews.



#### 1.5 ACTION SUBMITTALS

- A. Contractor shall arrange site visit with City Forester prior to mobilization to determine the scope of pruning by the Parks Department Forestry Division or Contractor as indicated on the drawings.
- 1.6 QUALITY ASSURANCE
  - A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located .

#### 1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Moving or parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
  - 1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil .
- B. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements
  - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.



- a. Height: 72 inches.
- b. Color: High-visibility orange, nonfading.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

#### 3.2 **PROTECTION ZONES**

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected areas except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Owner's Representative. Install one sign on protection-zone fencing. Sign to read "Tree Protection Zone Do not Disturb". Sign to be printed on 24"x 36" white panel with black lettering at a minimum of 3" height lettering.
- C. Maintain protection zones free of trash.
- D. Maintain protection-zone fencing in good condition as acceptable by Owner's Representative and remove when construction operations are complete and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.
  - 2. Temporary access is permitted subject to preapproval in writing by Owner's Representative if a root buffer effective against soil compaction is constructed as directed by Owner's Representative. Maintain root buffer so long as access is permitted.

#### 3.3 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving" unless otherwise indicated.
- B. Trenching within Protection Zones: Where utility trenches are required within protection zones, excavate under or around tree roots by hand or with air spade, or tunnel under the roots as directed by Owner's Representative. Do not cut main lateral tree roots or taproots larger than 2" without direction from Owner's Representative; cut only smaller roots that interfere with



installation of utilities. Cut roots as required for root pruning. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots.

- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover and wrap with dampened burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil or as directed by Owner's Representative.

#### 3.4 ROOT PRUNING

- A. Prune tree roots that are affected by temporary and permanent construction. Prune roots as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. No roots larger than two (2) inches in diameter may be cut without permission of the City Forester. Cuts must be made with hand-pruner , handsaws, or chainsaws.
  - 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 4. Cover exposed roots with burlap and water regularly.
  - 5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning within Protection Zone: Clear and excavate by hand or with air spade to the depth of the required excavation to minimize damage to tree root systems. If excavating by hand, use narrow-tine spading forks to comb soil to expose roots. Cleanly cut roots as close to excavation as possible.

#### 3.5 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by Owner's Representative unless otherwise indicated.
  - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.



C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with backfill soil. Place backfill soil in a single un-compacted layer and hand grade to required finish elevations.

#### 3.6 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or to be relocated that are damaged by construction operations, in a manner approved by Owner's Representative.
  - 1. Submit details of proposed pruning and repairs.
  - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours according to arborist's written instructions.
  - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Owner's Representative. Replacement trees to be equal to the total diameter of mature tree by multiple equal diameter specimens.
- B. Trees: Remove and replace trees damaged during construction operations that Owner's Representative determines are incapable of restoring to normal growth pattern.
  - 1. Small Trees: Provide new trees of same size and species as those being replaced for each tree that measures 4" or smaller in caliper size.
  - 2. Large Trees: Provide multiple trees of 2-1/2" 3" caliper size to equal total diameter of tree being replaced.
    - a. Species: As determined by Owner's Representative.
  - 3. Plant and maintain new trees as specified in Section 329300 "Plants."
- C. Soil Aeration: Where directed by Owner's Representative, aerate surface soil compacted during construction. Aerate to loosen soil 10 feet beyond drip line and no closer than 36" to tree trunk with air spade.

#### 3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION 015639



#### SECTION 024119 - SELECTIVE DEMOLITION

#### 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. 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. Pre-demolition Conference: Conduct conference at Project site.
  - 1. Inspect and discuss condition of construction to be selectively demolished.

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#### 1.6 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- 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. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.



#### 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.

END OF SECTION 024119



#### SECTION 323116.10 - ORNAMENTAL WELDED WIRE FENCES AND GATES

#### PART 1 - GENERAL:

#### 1.1 SECTION INCLUDES

A. Decorative welded wire fencing, gates, and accessories.

#### 1.2 SYSTEM DESCRIPTION

A. The manufacturer shall supply a total ornamental welded wire fence system of the style, strength, size, and color defined herein. The system shall include all components as required, and shall be fabricated, coated, and assembled in the United States.

#### 1.3 QUALITY ASSURANCE

- A. The contractor shall provide laborers and supervisors who are familiar with the type of construction involved, and the materials and techniques specified.
- B. Manufacturer of fence system must have ten (10) years of documented experience in manufacturing the products specified in this section.

#### 1.4 **REFERENCES**

- A. ASTM A525 Specification for General Requirements for Steel Sheet, Zinc-coated (Galvanized) by the Hot-Dip Process
- B. ASTM A641 Specification for Zinc-Coated (Galvanized) Carbon Steel Wire
- C. ASTM A185 Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- D. ASTM B117 Practice for Operating Salt Spray (Fog) Apparatus
- E. ASTM D2247 Standard Practice for Testing Water Resistance of Coatings in 100% Relative Humidity

#### 1.5 SUBMITTALS

- A. Manufacturer's submittal package shall be provided prior to installation.
- B. Changes in specification may not be made after the bid date.
- C. Samples of assembled materials, components, hardware, accessories, and/or colors, if requested.

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#### 1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Upon receipt, materials should be checked for damage that may have occurred in shipping to the job site.
- B. Each package shall bear the name of the manufacturer.
- C. Store products in manufacturer's unopened packaging.
- D. Store materials in a secure and dry area to protect against damage, weather, vandalism, and theft.
- E. Transport, handle and store products with care to protect against damage before installation.

#### PART 2 - PRODUCTS:

#### 2.1 MANUFACTURER

- A. The fencing system shall be Patriot Ornamental Wire Fence as manufactured by Jerith Manufacturing LLC., 14400 McNulty Road, Philadelphia, PA 19154. Telephone: 800-344-2242; Fax: 215-676-9756; email: sales@jerith.com.
- B. Substitutions: Approved equal permitted.
- C. Nominal fence height shall be 48 inches. Fences taller than 72" shall be made by stacking two same height panels on top of each other.
- D. Color shall be Black.

#### 2.2 MATERIALS

- A. Structural Components: All posts and rails used in the fence system shall be manufactured from coil steel having a minimum yield strength of 55,000 psi. The steel shall be galvanized to meet the requirements of ASTM A525 with a zinc coating weight of 0.60-1.0 ounces per square foot.
- B. Infill: Section infill wires shall be steel with a minimum yield strength of 50,000 psi. The steel shall be galvanized to meet the designation of "regular coating" in accordance with requirements of ASTM A641.

#### 2.3 FINISH

A. Pretreatment: A five stage non-chrome pretreatment shall be applied. The final stage shall be a dry-in-place activator which produces a uniform chemical conversion coating for superior adhesion.



- B. Coating: Fence materials shall be coated with a TGIC polyester powder-coat finish system. Epoxy powder coatings, baked enamel or acrylic paint finishes are not acceptable. The finish shall have a cured film thickness of at least 2.0 mils.
- C. Tests: The cured finish shall meet the following requirements:
  - 1. Humidity resistance of 1,000 hours using ASTM D2247.
  - 2. Salt-spray resistance of 1,000 hours using ASTM B117.
  - 3. Outdoor weathering shall show no adhesion loss, checking or crazing, with only slight fade and chalk when exposed for 3 years in Florida facing south at a 45 degree angle.

#### 2.4 FABRICATION

- A. Fence Sections shall be manufactured with 1" square x 18 gauge (.049") tubing welded every 12" to the top and bottom of welded wire panels. Welded wire panels shall be comprised of 4 (.225") gauge (Washburn & Moen Standard) vertical wires and 6 (.192") gauge horizontal wires. 4 gauge vertical wires shall be placed 3<sup>1</sup>/<sub>2</sub>" on center. 6 gauge vertical wires shall be placed 1<sup>3</sup>/<sub>4</sub>" on center. Horizontal wires shall be 6 gauge and spaced to provide style differences but no further apart than would allow substantial rigidity of vertical wires. Horizontal and vertical wires shall be assembled by automatic machines or other suitable mechanical means that will ensure accurate spacing and alignment of all members of the finished fabric. The wires shall be connected at every intersection by electric resistance welding in accordance with all requirements in ASTM A185. Sections shall be capable of supporting a 550 lb. load applied vertically at midspan and a concentrated load of 225 lbs. applied horizontally at midspan without permanent deformation.
- B. Posts shall be 2½"square x 11 (.125") gauge steel tubing. Posts shall be spaced 70" apart from inside face to inside face. Steel rail ends shall be screwed to terminal posts to receive the 1" square top and bottom rails. The rails shall be secured to the rail ends by stainless steel screws. Steel caps shall be provided with all posts.
- C. Residential and light commercial grade gates shall be assembled using gate uprights with 1" outside cross-section dimensions having 7/8" tubes welded to them. A Fence Section shall then be cut to size and secured to two uprights using stainless steel screws. A 1" x .125" diagonal brace shall be provided, cut to length, cold galvanized, touched up, and screwed into position from the top hinge side to the bottom latch side of the gate. All gates shall support a 300 lb. vertical load on the latch side of the gate without collapsing.
- D. Heavy duty grade gate frames shall consist of 2" square x .125" wall gate uprights and 1.5" x 1.5" x .125" U-channels for top and bottom members welded at each connection with a 1" x .125" wall diagonal brace welded into place. Infill of matching Fence Section shall be welded into frame.

#### 2.5 WARRANTY

A. The entire fence system shall have a written 8 Year Warranty against rust and defects in workmanship and materials. In addition, the finish shall be warranted not to crack, chip, peel, or blister for the same period.

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PART 3 - EXECUTION:

#### 3.1 PREPARATION

- A. Verify areas to receive fencing are completed to final grades and elevations.
- B. Ensure property lines and legal boundaries are clearly established.
- C. Remove any surface irregularities which may cause interference with the installation of the fence.

#### 3.2 FENCE INSTALLATION

- A. Install fence in accordance with the manufacturer's instructions.
- B. Excavate post holes to proper depth to suit local conditions for stability and support of the fence system without disturbing the underlying materials. Excavate deeper as required for adequate support in soft and loose soils.
- C. Set fence posts in concrete footers at 70" spacing from inside of post to inside of post. Note that this fence must be stepped for installations on a slope. It cannot follow the grade.
- D. Center and align posts in holes to required depth. Place concrete around posts and tamp for consolidation. After tamping, check alignment of posts, and make necessary corrections before the concrete hardens.
- E. Insert rail ends into horizontal rails and fasten in place to the posts.

#### 3.3 GATE INSTALLATION

- A. Set gate posts plumb and level for gate openings specified in construction drawings.
- B. Install gates to allow full opening without interference after concrete has hardened around gate posts. Adjust hardware for smooth operation. Install one drop rod for double gates.

#### 3.4 ACCESSORIES

A. Install post caps and other accessories to complete fence.

#### 3.5 CLEANING

- A. Contractor shall clean site of debris and excess materials. Post hole excavations shall be scattered uniformly away from posts.
- B. If necessary, clean fence system with mild household detergent and clean water. Excess concrete must be removed from posts and other fencing material before it hardens.

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Providence Parks Department MAJOR PARK FENCING PROJECT



SECTION 323116.10 -ORNAMENTAL WELDED WIRE FENCES AND GATES

END OF SECTION 323116.10

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Providence Parks Department MAJOR PARK FENCING PROJECT



SECTION 329219 - SEEDING

#### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Fertilizing.
  - 2. Seeding.
  - 3. Hydroseeding.
  - 4. Mulching.
  - 5. Maintenance.
- B. Related Sections:
  - 1. Section 329113 Soil Preparation

#### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Grassed Areas:
  - 1. Basis of Measurement: By square foot (SF)
  - 2. Basis of Payment: Includes seeding, watering and maintenance to specified time limit minimum 60 days and/or 3mowings.

#### 1.3 **REFERENCES**

- A. ASTM International:
  - 1. ASTM C602 Standard Specification for Agricultural Liming Materials.

#### 1.4 DEFINITIONS

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.
- B. Weeds: Vegetative species other than specified species to be established in given area.

#### 1.5 SUBMITTALS

A. Product Data: Submit data for seed mix, fertilizer, mulch, hydroseed and other accessories.

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B. Manufacturer's Certificate: Certify Products meet or exceed specified requirements .

#### 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer; .

#### 1.7 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. Perform Work according to Municipality of **Providence Parks** standards.
- C. Maintain one copy of each document on site.

#### 1.8 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing Products specified in this section with minimum three 3 years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum 5 years documented experience .

#### 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

#### 1.10 MAINTENANCE SERVICE

- A. Maintain seeded areas for two (2) months from Date of Substantial Completion.
- B. Maintain seeded areas immediately after placement until grass is well established and exhibits vigorous growing condition for **three 3mowings**.

#### PART 2 - PRODUCTS

#### 2.1 SEED MIXTURE

A. Description: Open Space Park Mix- Full Sun for Non Irrigated Lawn

#### 329219 - 2

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Providence Parks Department MAJOR PARK FENCING PROJECT



- 1. Improved Kentucky Blue Grass: 10% percent.
- 2. Turf Type Tall Fescue: 25% percent.
- 3. 3way Perennial Rye: 30% percent.
- 4. Chewings Fescue Grass: 15% percent.
- 5. Creeping Red Fescue: 15% percent.
- 6. Micro Clover: 5% percent.
- B. Suppliers:
  - 1. Allen's Seed. 693 South County Trail Exeter, RI 02822 (401) 294-2722 or approved equal.
- C. Furnish materials according to Municipality of Providence Parks standards.

#### 2.2 ACCESSORIES

- A. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- B. Erosion Fabric: Jute matting, open weave.
- C. Stakes: Softwood lumber, chisel pointed.
- D. String: Inorganic fiber.
- E. Fence: 4 foot construction plastic fence.

#### 2.3 SOURCE QUALITY CONTROL

A. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

A. Verify prepared soil base is ready to receive the Work of this section.

#### 3.2 FERTILIZING

- A. Apply Dolomitic or Calcitic Pelletized limestone at application rate of 5lb per 1000 sq.ft. Work lime into top 6 inches of soil or as directed by owner's representative.
- B. Apply 19-19-19 use a starter fertilizer for Spring and Fall application rate of 5 lb per 1,000 sq.ft. or as directed by owner's representative..

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- C. Apply after smooth raking of topsoil .
- D. Do not apply fertilizer at same time or with same machine used to apply seed.
- E. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

#### 3.3 SEEDING

- A. Apply seed at rate of 5.2 lbs per 1000 sq ft evenly in two intersecting directions. Rake in lightly.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Seeding Season:
  - 1. Spring Seeding: April 1 May 15 or as directed by Owner's Rep
  - 2. Fall Seeding: Aug 30 November 1 or as directed by Owner's Rep
- D. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- E. Roll seeded area with roller not exceeding 300 lbs/linear foot (.)
- F. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

#### 3.4 HYDROSEEDING

- A. Apply fertilizer, premium paper hydro mulch, seeded slurry and applegate protack tackifier #3 with hydraulic seeder at rate of 35lbs per 1000 sq.ft. evenly in one pass.
- B. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4 inches of soil and maintain moisture levels two to four inches.

#### 3.5 SEED PROTECTION

- A. Identify seeded areas with metal safety post and orange construction fence around area periphery. Set fence height to minimum 48 inches . Space stakes at minimum 72 inches .
- B. Cover seeded slopes where grade is 5 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36 inch intervals with stakes.

#### 329219 - 4

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Providence Parks Department MAJOR PARK FENCING PROJECT



- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

#### 3.6 MAINTENANCE

- 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 in planted and continue until acceptable turf is established, but for not less than the following periods:
  - 1. Seeded Turf: [60] days from date of [Planting Completion] or [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.
- B. Mow grass at regular intervals to maintain at maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
- C. Neatly trim edges and hand clip where necessary.
- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Immediately reseed areas showing bare spots.
- G. Repair washouts or gullies.
- H. Protect seeded areas with warning signs during maintenance period. Install minimum 2 temporary signs or as directed by Owner's Rep. Temporary Signs to be provided by Owner.

END OF SECTION 329219

### VICINITY MAP



# SHEET SCHEDULE

SHEET # L-1 L-2

L-3

NAME COVER SHEET DEMOLITION PLAN SITE CONSTRUCTION PLAN

# MAJOR PARK LEGEND

<b>\$</b>	HYDRANT		SNOW/BARRIER FENCING, PER SPEC
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## GENERAL CONSTRUCTION NOTES

- COMMENCED.

# **PROVIDENCE**, **RI** MAJOR PARK FENCE IMPROVEMENTS PROJECT

HONORABLE JORGE O. ELORZA, MAYOR

WENDY NILSSON, SUPERINTENDENT OF PARKS

I. BASE INFORMATION OBTAINED FROM GOOGLE EARTH, GIS, AND GATES, LEIGHTON AND ASSOCIATES, INC. 2253 PAWTUCKET AVENUE, EAST PROVIDENCE 02914 AS DATED ON SEPT 21,1990 AT 1"=20" SCALE. 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'S REPRESENTATIVE BEFORE THE WORK HAS

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL LOCATIONS AND DIMENSIONS. DISCREPANCIES BETWEEN LAYOUT DIMENSIONS ON PLANS AND ACTUAL MEASUREMENTS IN FIELD ARE TO BE REPORTED TO THE OWNER'S REPRESENTATIVE BEFORE CONSTRUCTION BEGINS.

4. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE 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'S REPRESENTATIVE PRIOR TO COMMENCING WORK.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS. THE LOCATION OF ALL CONTROL POINTS AND BENCHMARKS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.

7. UNLESS OTHERWISE SPECIFIED ON THE PLANS AND DETAILS/SPECIFICATIONS, ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE MOST RECENT VERSION OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2015 EDITION).

8. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, 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. THE CONTRACTOR SHALL TAKE CARE TO PREVENT DAMAGE TO SHRUBS, TREES, AND OTHER LANDSCAPING OR NATURAL FEATURES, WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPING FEATURES. EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF THE WORK.

10. ALL UNPAVED AREAS DISTURBED BY THE WORK SHALL HAVE A MINIMUM OF 4-INCHES OF LOAM INSTALLED AND SEEDED WITH GRASS SEED AS SHOWN ON THE PLAN AND/OR DIRECTED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ANY LOAM AND SEEDED AREAS UNTIL LAWN GROWTH IS ESTABLISHED AND APPROVED BY THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.

II. THE CONTRACTOR SHALL REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE ANY LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. ALL DEMOLITION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE TO AN APPROVED DUMP SITE. ALL TRUCKS LEAVING THE SITE SHALL BE COVERED.

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

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

# **ISSUED FOR BID - JUNE 7, 2021**

- AND REMOVED FROM THE SITE.
- AND TO PROTECT PROPERTY AGAINST VANDALISM AND THEFT
- OWNER'S REPRESENTATIVE.

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 PERIMETER IS TO BE MADE AND ALL DISCARDED MATERIALS, BLOWN OR WATER CARRIED DEBRIS, SHALL BE COLLECTED

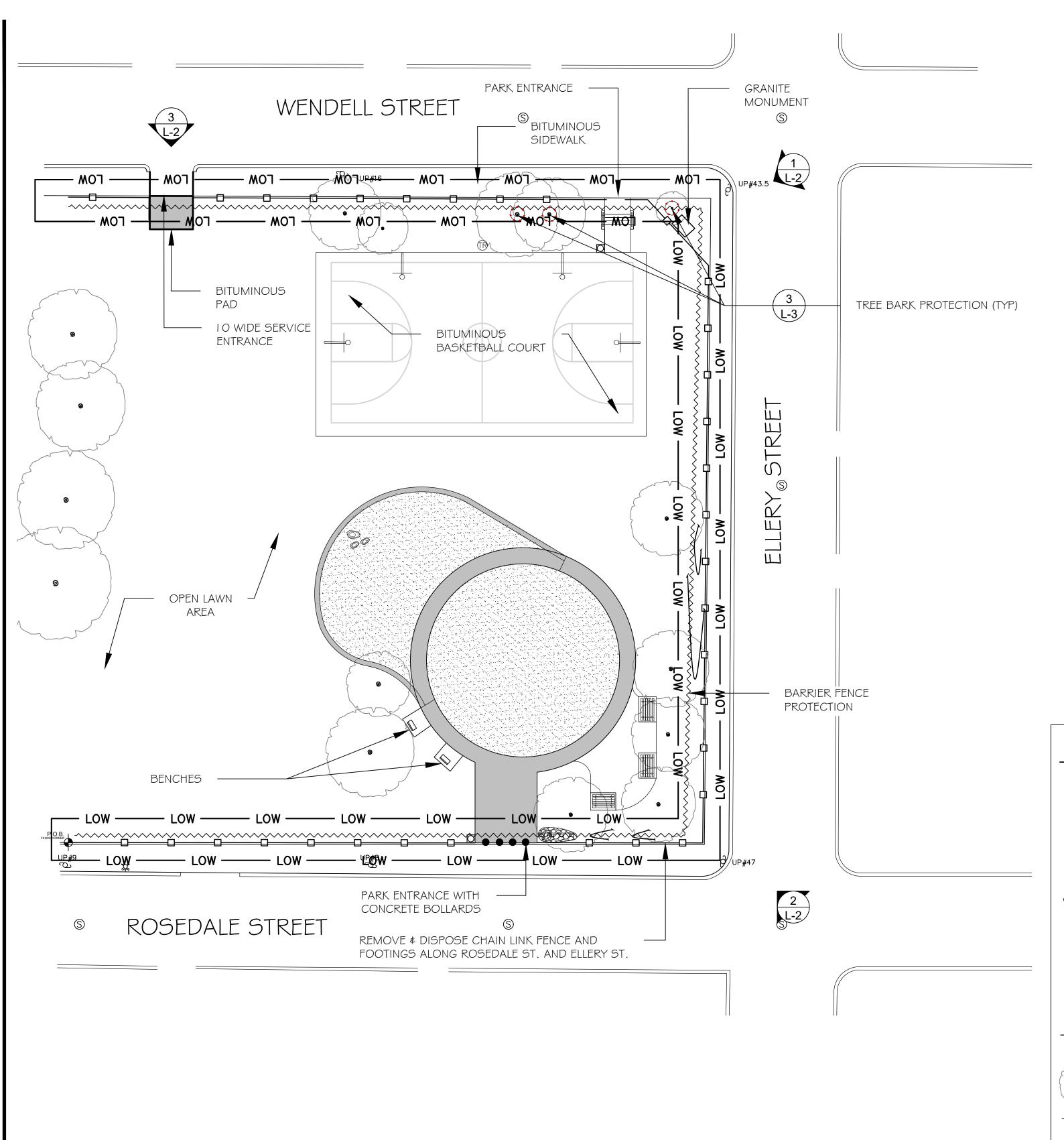
15. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE FOR THE SAFETY OF THE GENERAL PUBLIC

IG. 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

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# DEMOLITION PLAN NOTES

- I. 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 OPERATION DURING THE ENTIRETY OF CONSTRUCTION.
- 3. UNLESS OTHERWISE NOTED, THE CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION, 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, BERMS, FENCES, 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.OR 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. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, 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 EXACT 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. THE OWNER ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A



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NORTH WEST VIEW INTERSECTION ROSEDALE / ELLERY STREET



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$\bigcirc$	TREE PROTECTION		

RESULT OF UTILITIES OMITTED, INCOMPLETELY OR INACCURATELY SHOWN THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE RECORDS OF THE LOCATION AND ELEVATION OF ALL WORK INSTALLED AND EXISTING UTILITIES FOUND DURING CONSTRUCTION FOR THE PREPARATION OF THE AS-BUILT PLAN.

- 6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT. ALL COST RELATED TO THE REPAIR OF UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. EXCAVATION REQUIRED WITHIN THE PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINE OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER.
- 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.

# EROSION & SEDIMENT CONTROL (ESC) NOTES

- EFFECTIVENESS.

- SOCK.

- NECESSARY.

I. THE SITE CONSTRUCTION FOREMAN SHALL BE DESIGNATED AS THE ON-SITE PERSONNEL RESPONSIBLE FOR THE DAILY INSPECTION AND MAINTENANCE OF ALL ESC MEASURES AND SHALL IMPLEMENT ALL NECESSARY MEASURES TO CONTROL EROSION AND PREVENT SEDIMENT FROM LEAVING THE SITE.

2. THE CONTRACTOR SHALL INSTALL ALL ESC MEASURES AS SHOWN ON THE DESIGN PLANS AND AS DETERMINED NECESSARY IN THE FIELD BY LANDSCAPE ARCHITECT BEFORE ANY CONSTRUCTION ACTIVITIES ARE TO BEGIN. THESE MEASURES SHALL BE CHECKED, MAINTAINED/REPLACED AS NECESSARY DURING THE ENTIRE CONSTRUCTION PERIOD OF THE PROJECT. SUCH MEASURES SHALL REPRESENT THE LIMIT OF WORK. WORKERS SHALL BE INFORMED THAT NO CONSTRUCTION ACTIVITY IS TO OCCUR BEYOND THE LIMIT OF WORK AT ANY TIME THROUGH THE CONSTRUCTION PERIOD.

3. A MINIMUM SURPLUS OF 100 FEET OF EROSION CONTROL BARRIER (SILT FENCE /OR SILT SOCK) SHALL BE STOCKPILED ONSITE AT ALL TIMES.

4. THE CONTRACTOR SHALL PROTECT THE ADJACENT AREA FROM SEDIMENTATION DURING PROJECT CONSTRUCTION EXIT TO BE REPLACED/CLEANED AS NEEDED TO MAINTAIN ITS

5. A CONSTRUCTION EXIT SHALL BE CONSTRUCTED TO SHED DIRT FROM CONSTRUCTION VEHICLE TIRES. THE CONSTRUCTION EXIT SHALL BE REPLACED/CLEANED AS NEEDED TO MAINTAIN ITS EFFECTIVENESS.

6. THE LIMIT OF ALL CLEARING, GRADING AND DISTURBANCES SHALL BE KEPT TO A MINIMUM WITHIN THE PROPOSED AREA OF CONSTRUCTION. THE CONTRACTOR SHALL PHASE THE SITE WORK IN A MANNER TO MINIMIZE AREAS OF EXPOSED SOIL.

7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MONITOR LOCAL WEATHER REPORTS DURING CONSTRUCTION AND PRIOR TO SCHEDULING EARTHMOVING OR OTHER CONSTRUCTION ACTIVITIES WHICH WILL LEAVE LARGE DISTURBED AREAS UNSTABILIZED. IF INCLEMENT WEATHER IS PREDICTED, THE CONTRACTOR SHALL USE THEIR BEST PROFESSIONAL JUDGEMENT AND SHALL BE RESPONSIBLE FOR ENSURING THAT NECESSARY EROSION CONTROL DEVICES ARE INSTALLED AND FUNCTIONING PROPERLY TO MINIMIZE EROSION FROM ANY IMPENDING WEATHER EVENTS.

8. SOIL ESC MEASURES SHALL BE INSPECTED AND MAINTAINED ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT OF 0.25 INCH OR GREATER DURING CONSTRUCTION TO ENSURE THAT THE ESC MEASURES ARE INTACT AND FUNCTIONING PROPERLY. IDENTIFIED DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY NO LATER THAN 24 HOURS AFTER IDENTIFICATION

9. SOIL STOCKPILES LEFT OVERNIGHT SHALL BE SURROUNDED ON THEIR PERIMETERS WITH SILT

IO. DISTURBED AREAS AND SLOPES SHALL NOT BE LEFT UNATTENDED OR EXPOSED FOR EXCESSIVE PERIODS OF TIME SUCH AS THE INACTIVE WINTER SEASON. THE CONTRACTOR SHOULD PROVIDE APPROPRIATE STABILIZATION PRACTICES ON ALL DISTURBED AREAS AS SOON AS POSSIBLE BUT NOT MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARY AREAS HAVING A SLOPE GREATER THAN 3:1 SHALL BE REINFORCED WITH EROSION BLANKETS OR APPROVED EQUAL UNTIL THE SITE IS PROPERLY STABILIZED. TEMPORARY SWALES MAY ALSO BE REQUIRED IF DETERMINED NECESSARY IN THE FIELD BY THE LANDSCAPE ARCHITECT

II. THE CONTRACTOR SHALL INSTALL A SILT SACK IN EACH EXISTING CATCH BASIN RECEIVING RUNOFF FROM THE SITE SHOWN IN THE DRAWINGS. THESE ARE TO BE INSPECTED AFTER EACH SIGNIFICANT STORM EVENT AND REMOVED AND EMPTIED AS NEEDED.

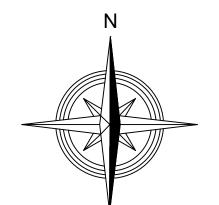
12. THE CONTRACTOR SHALL CONTAIN ALL SEDIMENT ONSITE. ALL EXITS FROM THE SITE WILL BE SWEPT AS NECESSARY INCLUDING ANY SEDIMENT TRACKING. PAVED AREAS SHALL BE SWEPT AS NEEDED TO REMOVE SEDIMENT AND POTENTIAL POLLUTANTS WHICH MAY ACCUMULATE DURING SITE WORK.

13. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM ALL ESC MEASURES AND DISPOSED OF IN A PRE-APPROVED LOCATION BY THE CONTRACTOR.

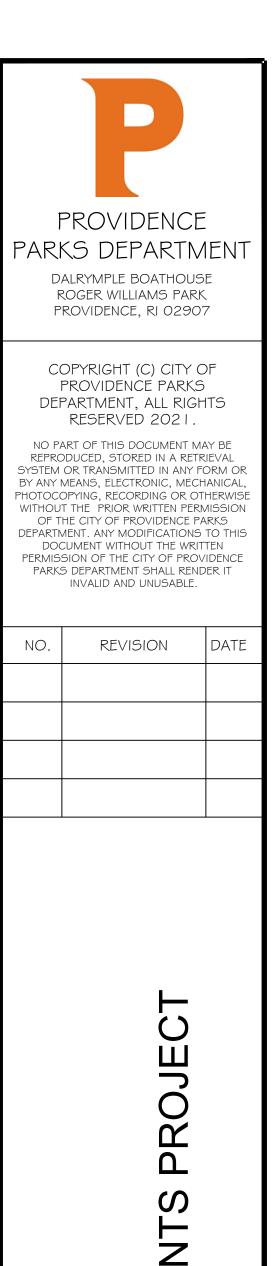
14. PROPER MEASURES SHALL BE IMPLEMENTED BY THE CONTRACTOR IF DEWATERING IS NECESSARY DURING CONSTRUCTION. THESE MEASURES SHALL INCLUDE DEWATERING BAGS, TEMPORARY STRAWBALES, SILT FENCES, SILT SOCK AND/OR OTHER APPROVED DEVICES. THE DEWATERING SETUP SHALL BE APPROVED BY THE ENGINEER.

15. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS AS

I.G. THE CONTRACTOR IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF DURING CONSTRUCTION. ANY SEDIMENT OR DEBRIS COLLECTED WITHIN THESE FACILITIES FROM THE PROJECT WORK SHALL BE REMOVED PRIOR TO OWNER'S ACCEPTANCE.







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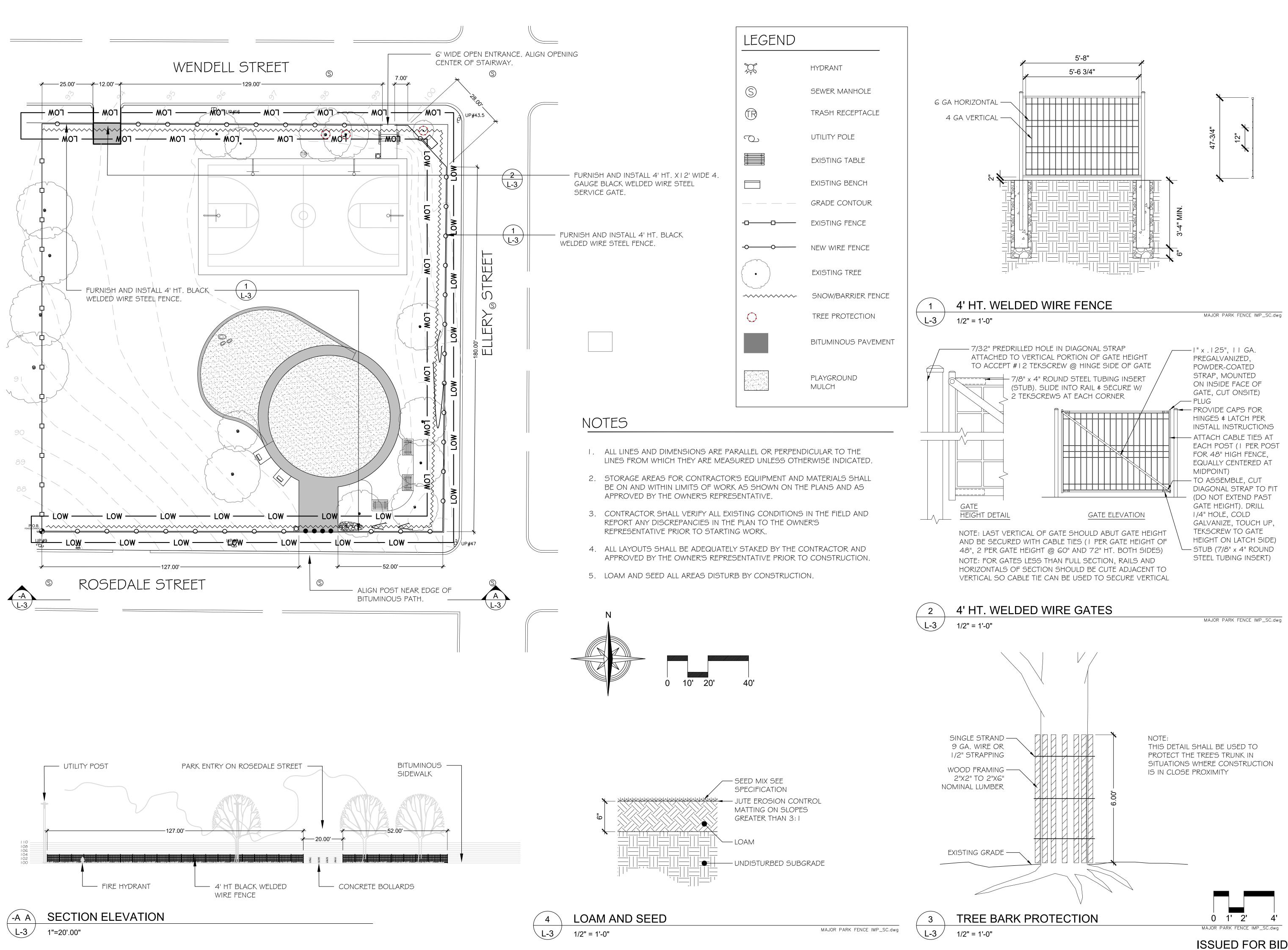
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