



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: CANDACE STREET PARK LIGHTING IMPROVEMENTS

Date to be opened: AUGUST 31, 2020

Issuing Department: PARKS DEPARTMENT

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Patti Jordan.
 - Phone: (401) 680-5264
 - 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
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - **Brian F. Byrnes – Deputy Superintendent of Parks**
 - **401-660-9308**
 - **Bbyrnes@providenceri.gov**

Pre-bid Conference (NON-MANDATORY)

MONDAY AUGUST 17, 2020, 11:00AM

ON SITE: 11 CANDACE STREET, PROVIDENCE, RI



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

INSTRUCTIONS FOR SUBMISSION

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

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

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

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

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

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



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BID PACKAGE CHECKLIST

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

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

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

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

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

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

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



BOARD OF CONTRACT AND SUPPLY
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NOTICE TO VENDORS

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



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be _____ awarded _____ the _____ contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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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*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

E-Mail Address: _____

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

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

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

Delivery Date (when applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

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

Use additional pages if necessary for additional bidding details.

Signature of Representative

Title



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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

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

Signature of Representative

Printed Name



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Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify

an understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20_____.

Signature of Representative

Printed Name



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WBE/MBE Form Instructions

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

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

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

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

Bid Requirements:

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

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

Waiver Requests:

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the **MBE/WBE Waiver Request Form** for review. Waivers will be considered on a case by case basis.

No waiver will be granted unless the waiver request includes documentation that demonstrates that the Bidder has made good faith efforts to achieve the City's stated participation goals. Waivers must be reviewed and signed by the City of Providence's MBE/WBE Outreach Director, Grace Diaz, or her designee. Department Directors cannot recommend a bidder for award if this form is applicable and absent. If the bid does not meet the participation goals of the City of Providence and a waiver is not filed with the signature of the MBE/WBE Outreach Director or her designee, the bid will not be accepted.

Verifying MBE/WBE Certification

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

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oc/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. **Download** the forms as blank PDFs. Once saved on your computer, fill them out using



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the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

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

Contract Requirements:

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

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

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.com or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Item Discussion (as seen on RFP):

Prime Bidder: _____
Prime Bidder (Company) Phone Number: _____
Prime Bidder (Company) Zip Code: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? MBE WBE Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

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

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

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

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

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

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements. Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder

Printed Name

Company Name

Date



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SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS Code: _____

Item Description (as seen on RFP):

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

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

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

Signature of Prime Contractor

Printed Name

Date Signed



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MBE/WBE WAIVER REQUEST FORM

Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal.

State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.

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

Prime Bidder: _____

Company Trade: _____

Item Discussion (as seen on RFP):

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

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



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SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance



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BID FORM 3: Supplemental Bid Form

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the **CANDACE STREET PARK LIGHTING IMPROVEMENTS** 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 3rd Floor, City Hall, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform such other required work for the **CANDACE STREET PARK LIGHTING IMPROVEMENTS** and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

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

Herewith in accordance with the instructions to Bidders.

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE _____, 20__



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

Sub-Contractors (If Any):

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**



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SUPPLEMENTAL BID FORM

CANDACE STREET PARK LIGHTING IMPROVEMENTS

BASE BID: Candace Street Park is a 0.6 acre park located between Orms Street and Goddard Street in the Smith Hill neighborhood of Providence. The City of Providence is seeking qualified contractors to perform the following scope of work that shall include but is not limited to the following: Furnish and install ornamental lamp post and utility cabinet for new electrical service.

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.

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

Dollars

(\$ _____), TOTAL BASE BID

UNIT PRICES:

- 1. Furnish and Install two (2) steel lamp poles with Tenon Top and concrete foundation – Complete**

_____ EA \$ _____
price in writing

- 2. Furnish and install two (2) LED floodlights, Lumark NFFLD-L or approved equal**

_____ EA \$ _____
price in writing

- 3. Furnish and Install one (1) 30W x 50H x 18D stainless steel enclosure cabinet for new service on concrete pad – Complete**

_____ LS \$ _____
price in writing

- 4. Furnish and Install 2” SCH 40 PVC underground conduit –**

_____ LF \$ _____
price in writing

BIDDER: _____



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5. Patch and repair asphalt paving – Complete

_____ LS \$ _____
price in writing

6. Apply Loam and Seed

_____ SF \$ _____
price in writing

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

BIDDER: _____



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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
- L-4 CONSTRUCTION DETAILS

TECHNICAL SPECIFICATION:

- 010000 GENERAL REQUIREMENTS
- 015639 TEMPORARY TREE AND PLANT PROTECTION
- 024119 SELECTIVE DEMOLITION
- 265600 EXTERIOR LIGHTING
- 265613 LIGHTING POLES AND STANDARDS
- 321216 ASPHALT PAVING
- 321313 CONCRETE PAVING
- 329113 SOIL PREPARATION
- 329200 TURF AND GRASSES

ADDITIONAL INFORMATION REQUIRED WITH BID:

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

PROVISIONS OF THIS PROJECT:

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid
- The Davis Bacon Act Applies (HUD Projects) – Prevailing Wages Must Be Paid for On Site Hours – On-Site Interviews will be Conducted During the Project – Employees Shall be Advised of the Prevailing Wage Rates Prior to Mobilization on Site
- Certified payrolls Must be Submitted With Pay Requests Including Monthly Utilizations Form
- Performance and Payment Bonds (If Required) Must be Submitted within 10 Days of Award or Bid Bond Will be Forfeited
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award



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- A Copy of the Vendors Contractor's License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- Pay Requests Must be Submitted on Approved AIA Billing Documents (City will Provide if Needed)
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
 - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as 'Additionally Insured' with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

CLOSE OUT DOCUMENTS:

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

QUALIFICATIONS:

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

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

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

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



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TECHNICAL SPECIFICATIONS

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

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

Applicability

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

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

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

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

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

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

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



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

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

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

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

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

3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The



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payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5

(a)(3)(i) and that such information is correct and complete;

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

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

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

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

4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by



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the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

C. Health and Safety

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

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

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

Questions regarding this bid shall be sent via e-mail to Brian Byrnes at bbyrnes@providenceri.gov. Questions and responses will be sent to all bidders.

"General Decision Number: RI20200001 06/19/2020

Superseded General Decision Number: RI20190001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

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

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/21/2020
3	03/06/2020
4	03/13/2020
5	05/01/2020
6	05/22/2020
7	06/05/2020
8	06/19/2020

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

B0IL0029-001 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 42.42 24.92

BRRIO003-001 06/01/2020

Rates Fringes

Bricklayer, Stonemason,
Pointer, Caulker & Cleaner.....\$ 42.55 28.02

BRRIO003-002 03/01/2020

Rates Fringes

Marble Setter, Terrazzo
Worker & Tile Setter.....\$ 40.78 28.92

BRRIO003-003 03/01/2020

Rates Fringes

Marble, Tile & Terrazzo
Finisher.....\$ 34.10 27.88

CARP0330-001 09/01/2019

Rates Fringes

CARPENTER (Includes Soft
Floor Layer).....\$ 38.48 28.60
Diver Tender.....\$ 36.28 27.15
DIVER.....\$ 49.28 28.50
Piledriver.....\$ 37.13 28.45
WELDER.....\$ 39.48 28.60

FOOTNOTES:

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

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

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

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

CARP1121-002 01/06/2020

Rates Fringes

MILLWRIGHT.....\$ 39.07 29.15

ELEC0099-002 06/01/2020

Rates Fringes

ELECTRICIAN.....\$ 41.61 57.24%
Teledata System Installer.....\$ 31.21 13.10%+14.93

FOOTNOTES:

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

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

ELEV0039-001 01/01/2020

Rates Fringes

ELEVATOR MECHANIC.....\$ 53.25 34.765+a+b

FOOTNOTES:

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

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

ENGI0057-001 06/01/2020

	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.....	\$ 42.55	26.95+a
GROUP 2.....	\$ 40.55	26.95+a
GROUP 3.....	\$ 36.17	26.95+a
GROUP 4.....	\$ 33.32	26.95+a
GROUP 5.....	\$ 39.60	26.95+a
GROUP 6.....	\$ 30.40	26.95+a
GROUP 7.....	\$ 24.40	26.95+a
GROUP 8.....	\$ 36.25	26.95+a
GROUP 9.....	\$ 40.17	26.95+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

 ENGI0057-002 05/01/2020

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 35.70	26.95+a
GROUP 2.....	\$ 30.40	26.95+a
GROUP 3.....	\$ 24.40	26.95+a
GROUP 4.....	\$ 30.98	26.95+a
GROUP 5.....	\$ 34.68	26.95+a
GROUP 6.....	\$ 34.30	26.95+a
GROUP 7.....	\$ 29.95	26.95+a
GROUP 8.....	\$ 31.33	26.95+a
GROUP 9.....	\$ 33.28	26.95+a

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

 ENGI0057-003 06/01/2020

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 41.82	26.95+a
GROUP 2.....	\$ 39.82	26.95+a
GROUP 3.....	\$ 39.60	26.95+a
GROUP 4.....	\$ 35.60	26.95+a
GROUP 5.....	\$ 32.75	26.95+a
GROUP 6.....	\$ 38.90	26.95+a
GROUP 7.....	\$ 38.47	26.95+a
GROUP 8.....	\$ 35.79	26.95+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

IRON0037-001 09/16/2019

	Rates	Fringes
IRONWORKER.....	\$ 36.27	28.98

LAB00271-001 06/02/2019

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 31.80	25.05
GROUP 2.....	\$ 32.05	25.05
GROUP 3.....	\$ 32.55	25.05
GROUP 4.....	\$ 32.80	25.05
GROUP 5.....	\$ 33.80	25.05

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LAB00271-002 06/02/2019

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.....	\$ 31.80	23.05
Group 2.....	\$ 32.05	23.05
Group 3.....	\$ 32.80	23.05
Group 4.....	\$ 25.30	23.05
Group 5.....	\$ 33.80	23.05
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.....	\$ 38.62	22.55
Taper.....	\$ 36.37	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.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2020

	Rates	Fringes
Painter (Bridge Work).....	\$ 52.25	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 on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: \$.30 per hour additional.

PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

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

PLAS0040-003 07/01/2019

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

PLUM0051-002 03/02/2020

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 43.69	30.05

* ROOF0033-004 06/01/2020

	Rates	Fringes
ROOFER.....	\$ 39.15	27.31

SFRI0669-001 01/02/2020

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.67	24.74

SHEE0017-002 12/01/2019

	Rates	Fringes
Sheet Metal Worker.....	\$ 37.13	36.38

TEAM0251-001 05/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
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.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007

in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

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SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

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

A. SCOPE OF WORK

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

B. WORK COVERED BY CONTRACT DOCUMENTS

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

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

E. PROJECT INFORMATION

1. OWNER

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

2. OWNER'S REPRESENTATIVE

- a. Brian Byrnes, 401.660.9308, bbyrnes@providenceri.gov

1.2 PROJECT LOCATION

A. Candace Street Park, 11 Candace Street, Providence, RI 02908

PART 2 - PRODUCTS

2.1 CONTRACTOR USE OF PREMISES

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

1. The Contractor shall maintain vehicular access and utility service to the abutting properties at all times throughout the course of the construction.
2. The Contractor shall assume full responsibility for security of all materials and equipment on the site, including those of the subcontractors.



3. If directed by the Owner's Representative, the Contractor shall relocate or move any stored items that interfere with operations of the Owner.
4. The Contractor may elect to obtain (at no cost to the Owner) additional storage or work areas off-site if needed to perform the work.

2.2 OWNER OCCUPANCY REQUIREMENTS

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

2.3 MOBILIZATION, SITE PREPARATION, & DEMOLITION

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

2.4 CONSTRUCTION STAGING/STOCKPILE AREAS

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

2.5 MATERIALS AND EQUIPMENT:

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



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

2.6 TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

- A. Make arrangements with the Owner's Representative for storage of materials and equipment in designated locations at the construction site. If staged on site, materials shall be secured from vandalism and or theft.
- B. Plastic construction fence or snow fencing if installed shall be maintained in good condition. Provide barricades, barrels, fencing and/or other barriers around excavations and trenches as required for safety. Upon completion, temporary fencing shall be removed and the affected area restored existing condition.

2.7 SITE MAINTENANCE

- A. Control dust from Contractor operations in accordance with specified dust control measures.
- B. Maintain the Site during construction in a manner that will not obstruct use on neighborhood streets. Proceed with the work in an orderly manner, maintaining the construction site free of debris and unnecessary equipment or materials.
- C. Legally dispose of all debris, rubbish, hazardous materials, oil, and grease in accordance with local ordinances.
- D. Maintain safety and security of the construction site and any stockpiled or staged materials or equipment if left on site.

2.8 TRAFFIC CONTROL

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



2.9 DEMOBILIZATION

- A. Contractor shall be responsible for site security and safety at all times. Upon substantial completion of the work, Contractor shall remove all excess materials, equipment, construction debris, temporary facilities and construction measures (fencing, signs, barriers, etc.) from the project area, and shall leave the site in suitable condition for full occupancy and use by the Owner. The sedimentation and erosion controls installed as part of the Work may not necessarily be removed at this time (see below).
- B. The Owner's Representative shall be the sole judge of whether the site has been suitably cleaned.
- C. Upon suitable stabilization of all disturbed "erodible" areas (e.g. acceptable level of grass growth in loamed and seeded areas, mulch applied and stable in planting areas, etc.), contractor shall remove and legally dispose of all sedimentation and erosion control measures (silt fence, hay bales, catch basin inserts, etc.). See Section 024119 Selective Demolition and 329200 Turf and Grasses for directives and procedures.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. The construction site entrance shall be as indicated on the plans. The Owner will provide access to any locked gate. Any tracked debris from the site present on adjacent roadways shall be removed and the roads swept daily to remove any excess mud, dirt, or rock originating from the site. Trucks hauling material shall be covered and equipped with gates that prevent material from falling out. If present, catch basins within 100 feet of site entry and exit locations shall be protected with inlet sediment control devices and maintained for the duration of the work.
- B. Identify, clearly mark and protect all survey monuments, temporary bench marks as well as any adjacent contractors' work and facilities (if applicable). Repair or replacement shall be at Contractor's sole expense if damaged by Contractor.
- C. Protect existing culverts, sewers, and all other utilities including gas, telecommunications, electricity, and water. Repair or replace at Contractor's sole expense if damaged by Contractor.
- D. Utilize or install drum or sawhorse barricades or backfill all open excavations, holes, trenches, and depressions occurring at construction sites or occurring as part of this work.

3.2 CHANGE ORDER PROCEDURE

A. DESCRIPTION

- 1. The Contractor shall comply with this procedure in the process of giving notification of change and preparing and submitting a proposal for adjustment due to a desired, perceived, or actual change in the work. Changes in the work, or period of performance of the work, may be directed in writing by the Owner's Representative or may be



requested by the Contractor. In either case, payment for work accomplished under a modification may not be made until a formal contract modification, incorporating the change into the contract, has been issued and executed. Therefore, it is incumbent upon the Contractor to comply fully with this procedure and to expedite the resolution of changes.

3.3 CHANGE SUBMITTALS

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

3.4 COMPLIANCE

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

3.5 PROCESSING CHANGES INITIATED BY THE OWNER'S REPRESENTATIVE

- A. The Owner's Representative will initiate changes only in writing. The Owner will sign any Request for Proposal (RFP). This will establish an Extra Work Order (EWO) number, by which the change will be identified until such time as it may be incorporated into the contract by formal Change Order (CO).
- B. The Contractor may or may not be authorized to proceed with the changed work pending resolution of changes in the contract price or time of performance. If the work described in the RFP becomes critical to the timely performance of the Contractor's work, a written request for a Notice to Proceed must be forwarded to the Owner immediately. The Owner will issue any Notice to Proceed. This unilateral modification to the contract may be subject to further negotiation regarding price and time for completion.
- C. Payment for changed work, covered by an authorized modification, will not be made until a notice to proceed covering the changed work has been executed.
- D. The Contractor shall prepare and submit its proposal for change to include at a minimum:
 - 1. A cover letter referencing the EWO number and citing the attachments, if any, which constitute the Contractor's total proposal.



2. A detailed price proposal showing labor, construction equipment, and material quantities and prices at the lowest practical level of each element of the work.
 3. Any drawings, sketches, catalog cuts, samples, certifications, or other data required to be submitted by the Owner's Representative that is required to fully document
 4. A statement of the proposed change in the time of completion of the contract, together with all required justification for such a change.
 5. A statement to the effect that there is "no change in price and/or time of completion of the work under this contract as a result of this proposed change", if that is the case.
- E. The Owner may accept the Contractor's proposal without negotiation. Alternatively, upon receipt of a proposal which is satisfactory in form, the Owner's Representative may require negotiation with the Contractor to arrive at a fair and equitable change in the contract price and time of completion. Upon agreement, a contract modification will be issued by the Owner for Contractor's execution.

3.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

- A. Should the Contractor feel that a change to the work under the contract, or to the contract itself, is necessary or desirable, it shall propose such a change to the Owner's Representative. This proposed change shall include a clear and concise description of the proposed change, along with that information cited in above.
- B. Within a reasonable time, the Owner's Representative will review the Contractor's proposal and determine if the proposed change is in the Owner's best interest. If so, Contractor will be advised of this and a an EWO number will be assigned to Contractor's proposal.

3.7 EXECUTING CHANGED WORK

- A. The Contractor is cautioned not to proceed with the work described in a proposed change until it is authorized to do so in writing by the Owner's Representative.

3.8 TERMINATIONS AND DELAYS

- A. Termination of Contract: If the Contractor or any of his/her subcontractors refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified, as provided for in these Contract Drawings, or violates any other Provisions of this Contract, the Local Public Agency, Local Public Agency, City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City of Providence may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his/her sureties shall be liable to the City of Providence for any additional cost incurred by the City of Providence in its completion of the work and they shall also be liable to the City of Providence for liquidated damages for any delay in the completion of the work as provided below. work and they shall also be liable to the City of Providence for liquidated damages for any delay work. in the completion of the work as provided below. work. If the Contractor's right to proceed is so terminated, the Local Public Agency Local Public Agency City may take possession of and utilize in completing the work such materials, tools, equipment, and plants as may be on the site

of the work and necessary thereof. Project work must commence 30 days after award of Contract or as mutually agreed upon by the Contractor and the Owner. The Contractor is required to submit a Work Schedule including all items included in the scope of work. The Work Schedule shall mirror the Schedule of Values which should be in chronological order. Both items are identified in the standard Pre-Bid and Pre-Construction Meeting Minutes as required. The work shall be continuous and the Contractor shall staff the project appropriately to meet the agreed upon work schedule. De- Mobilization from the project, prior to completion, must be agreed upon in writing by the Owner.

3.9 INSPECTION OF WORK

A. DESCRIPTION

1. Work included in this Section consists of periodic observation of construction of the project. The Contractor's work shall be monitored periodically by the Owner's Representative
2. The Owner's Representative presence on site or construction observation work is inspectional in nature and will not include supervision or direction of the actual work of the contractor.
3. In no event will the Owner's Representative be responsible or liable for the contractor's use or administration of personnel, machinery, staging, or other temporary or precautionary construction, safety precautions or procedures, or for compliance by the contractor with the provisions, terms, or specifications of the contract. Observation services provided by the Owner's Representative are solely for the benefit of the Owner.
4. The Contractor shall keep the Owner's Representative informed concerning the work status and projected work schedule through regular communications.
5. The Contractor shall not cover any work related to the required field visits until one of the following occurs:
 - a. The Contractor is authorized by the Owner's Representative to proceed after the field visit.
 - b. The field visit is re-scheduled by the Owner's Representative to a later construction event
 - c. The field visit is waived in writing by the Owner's Representative
6. The Contractor shall request a Final Inspection seven calendar days in advance of the planned completion date. After review of the Notice of Completion, the Owner's Representative may reject the Notice for cause or schedule the Final Inspection. The Owner's Representative will perform its Final Inspection on all phases of the work and develop a comprehensive punch list, which will be provided to the Contractor.
7. The Final Inspection will be scheduled when the punch list items discovered during the Final Inspection have been corrected. If discovered, the Owner's Representative may add new items to the punch list at this inspection.
8. The Contractor is advised that the Owner's Representative will not accept the work until the Owner's Representative determines Substantial Completion has been achieved. Therefore, to minimize its risk, the Contractor should schedule its work to be substantially complete in time to allow the Final Inspection and punch list work to occur in advance of the Project Close Out Date. Due to the construction time period and the anticipated weather conditions, substantially complete will be defined as the completion of construction for all 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..

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

3.10 CONSTRUCTION SCHEDULES

A. DESCRIPTION

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

3.11 CONSTRUCTION SCHEDULE

A. Submit the following to the Owner's Representative in accordance with the Submittals Section. Submittals are for the record or approval as indicated.

1. The proposed construction schedule shall be submitted for approval within five (5) calendar days after receipt of Notice to Proceed.
2. Submit contract Weekly Summary Reports to the Owner's Representative for the record at weekly site meeting at request by the Owner.
3. Submit construction progress schedule including a two week look ahead as back up to progress invoices.

B. The construction schedule shall show all work activities for completion of the work to be performed under this contract and will reflect Contractor's general sequential approach to the work. The construction schedule will be in a bar chart format. The minimum level of detail (number of activities) shall include the activities described in the Schedule of Values and the Scope of the Work. The construction schedule shall demonstrate completion of all work within the period of performance of the contract in a reasonable and achievable manner.

3.12 PERIODIC SCHEDULE UPDATES

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

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

C. Acts of God: Claims for additional compensation for 'Acts of God' will be reviewed by the Owner. It is the Contractor's responsibility to secure the work site daily and failure to provide adequate provisions to do so may result in repairs to the site at the Contractor's expense. Documented 'Acts of God' such as the state issuing a 'State of Emergency' may result in the



Owner's authorization to proceed repair funded by the Owner. No work shall proceed without written authorization by the Owner.

3.13 SUBMITTAL PROCEDURES

A. DESCRIPTION

1. This Specification Section covers the preparation and submission of all work plans, drawings, samples, manufacturer's literature and brochures, installation instructions, and operation and maintenance manuals as specified herein and in the various sections of these Specifications.
2. A Submittal Schedule shall be submitted for approval within five (5) calendar days after receipt of Notice to Proceed.

3.14 DRAWINGS

- A. The term "drawings" as used herein includes 'Shop Drawings' as required for fabrication, erection and installation, layout, and setting of proposed improvements; lists or schedules of materials and catalogues and brochures; performance and test data; and all other drawings and descriptive data pertaining to materials and methods of construction as may be required to show that the materials, equipment, or systems and the positions thereof conform to the requirements of the Contract Documents.
- B. Where specified and if so directed by the Owner's Representative provide shop drawings that are accompanied by design computations.
- C. Sheet sizes of drawings shall not exceed 24 in. by 36 in. The title block on all drawings shall bear the name of the Owner, the name of the project, and the project location.
- D. The Contractor's drawings shall be submitted electronically in PDF format to the Owner's Representative for review and approval.
- E. The Contractor shall maintain a complete set of construction drawings at the jobsite, clearly marked to reflect as-built conditions. Upon completion of the work, the Contractor shall submit these Record Drawings to the Owner's Representative.
- F. The Owner's Representative will review drawings and schedules only for conformance with the design of the Project and for compliance with the Contract Documents and Contract Drawings. The Contractor shall make any and all updates and corrections required by the Owner's Representative
- G. Drawings shall be reviewed and returned within ten (10) working days of receipt of drawings at jobsite. Drawings and all supporting data, catalogs, or similar information shall be prepared by the Contractor or his suppliers and subcontractors but shall be submitted as instruments of the Contractor.
- H. The Owner's Representative review of drawings will be of a general nature and shall not relieve the Contractor from responsibility for errors and omissions of any sort, for deviations from



Drawings or Specifications, or for conflict with the work of others that may result from such deviations. The Owner's Representative review of drawings will not relieve the Contractor of responsibility to complete the work in accordance with the requirements of the Contract Documents.

- I. After Notice of Award, the Contractor shall submit a Submittal Schedule to the Owner's Representative. The Contractor's schedule shall be brought up to date from time to time to show the latest changes, omissions, and additions. The Schedule will be based on the Contractor's Construction Schedule and will show when the Contractor will submit the drawings and when he/she expects them to be returned so that construction activities shown on the Construction Schedule are not interrupted. There will be a minimum of three weeks between these two activities. Specific methods and routines for handling drawing reviews shall be established in advance within the general framework of the Contract Documents.
- J. Work for which the Contractor's submittals are required shall not be started until the submittals have been reviewed and accepted in writing by the Owner or Landscape Architect. Owner or Landscape Architect. Owner or Landscape Architect. Owner or Landscape Architect. Owner's Representative. Any revision by the Contractor of a previously accepted submittal must be accepted in writing by the Owner's Representative before implementation.

3.15 SAMPLES

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

3.16 PRODUCT DATA

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

B. SUBMITTAL LOG

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



3.17 QUALITY CONTROL DESCRIPTION

- A. This Section provides the requirements for Contract quality control (QC) pertaining to the Work, including:
 - 1. QC of products and workmanship;
 - 2. Manufacturer's instructions; and
 - 3. Manufacturer's certificates and field services.

3.18 WORKMANSHIP

- A. The Contractor shall comply with industry standards of the region, except when more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.
- B. The Contractor shall provide suitably-qualified personnel to produce work of specified quality.
- C. The Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- D. The Contractor shall provide materials to match approved samples.

3.19 MANUFACTURER'S INSTRUCTIONS

- A. The Contractor shall require compliance with instructions in full detail, including each step in sequence. Should instructions conflict with the Contract Documents, the Contractor shall request clarification from the Owner's Representative before proceeding.

3.20 MANUFACTURER'S CERTIFICATES

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

3.21 TESTING LABORATORY SERVICES (NIC)

- A. Not Utilized in this Contract
- B. (Modify as Required)

3.22 MANUFACTURER'S FIELD SERVICES

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



3.23 AUTHORITY OF OWNER'S REPRESENTATIVE

- A. The Owner's Representative will decide all questions that may arise as to the quality and acceptability of materials furnished. All questions that may arise as to the interpretation of the Contract Drawing and Specifications shall be determined by the Owner's Representative.
- B. The Owner and Owner's Representative shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, and the Owner's Representative will not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.
- C. The Owner's Representative will not be responsible for the acts or omissions of the Contractor or any subcontractors, of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the work.

3.24 COORDINATION OF DRAWINGS AND SPECIFICATIONS

- A. The Contractor shall take no advantage of any apparent error or omission in the Contract Drawings or Specifications. In the event the Contractor discovers such a discrepancy, error or omission, he shall immediately notify the Owner's Representative. After review and consultation with the Owner's Representative the Owner's Representative will issue clarifications, provide interpretations and make such corrections as may be deemed necessary for the Contractor to proceed with fulfilling the intent of the Contract Drawings and Specifications.
- B. When general reference is made on the Contract Drawings or within the Specifications to any cited Standard Specifications, it shall refer to the current edition of such Specifications or the latest revision thereof or interim Specifications adopted and in effect on the date of Effective Date of Agreement. In the event of a conflict between the Contract Drawings and the specifications, the Owner's Representative shall be notified to provide a clarification to the Contractor.

3.25 COOPERATION WITH UTILITIES

- A. The Contractor will notify all utility companies, all pipeline owners, or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practical.
- B. Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be crossed, relocated or adjusted are to be moved by the Contractor or its designated agents, except as otherwise noted on the Contract Drawings. In the case of utility lines, the Contractor shall coordinate with the respective utilities for their removal and relocation.
- C. Attention is directed to the possible existence of underground facilities not known to the Owner's Representative or in a location different from that which is shown on the Contract



Drawings. The Contractor shall take steps to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service.

3.26 INDEPENDENT TESTING AND INSPECTION (NIC)

- A. Not Applicable under this Contract

3.27 REQUIREMENTS

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

3.28 MATERIAL AND EQUIPMENT

A. DESCRIPTION

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

3.29 MANUFACTURER REQUIREMENTS

- A. In general, the Contractor shall receive, handle, and store materials and equipment in accordance with manufacturer's recommendations and in a manner which will protect such items from damage or deterioration.
- B. GENERAL
- C. Products include the material, equipment, and systems used on this Project. Comply with the Specifications, Drawings and referenced standards as minimum requirements.

3.30 TRANSPORTATION AND HANDLING

- A. The Contractor shall receive, handle, and store materials and equipment supplied by him/her in a manner that will protect such items from damage or deterioration in accordance with procedures provided by product manufacturers and the Owner.
- B. Promptly inspect the shipments to assure that the products comply with requirements, the quantities are correct, and the products are undamaged.



3.31 STORAGE AND PROTECTION

- A. Materials and equipment shall be stored off the ground on blocking or pallets and shall be covered for protection from vandalism and weather damage.
- B. Materials and equipment shall be stored, tested, and cleaned prior to use, in accordance with the Specification and all specific manufacturers' requirements. Damaged or nonconforming items shall be removed immediately to a separated storage area for expeditious removal from site.
- C. The Contractor shall provide a secure outside storage area in the vicinity of the site.

3.32 SUBSTITUTIONS

- A. Substitutions will be considered only when a product becomes unavailable due to no fault of the Contractor or when deemed appropriate by the Owner's Representative
- B. Document each request with complete data substantiating the compliance of the proposed substitution with the Contract Documents.
- C. The requested substitution proposed constitutes a representation that the Contractor:
 - 1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, the specified product.
 - 2. Will provide the same warranty for substitution as for the specified product.
 - 3. Will coordinate installation and make other changes which may be required for the Work to be complete in all respects.
 - 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will be considered when they are indicated or implied on shop drawings or product data submittals without separate written request, or when acceptance will require substantial revision of the Contract Documents.
- E. The Owner's Representative will determine acceptability of the proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time. Only one request for the substitution will be considered for each product. When substitution is not accepted, the Contractor shall provide the specified product.

3.33 REJECTED MATERIALS AND DEFECTIVE WORK

- A. Materials furnished by the Contractor and rejected by the Owner's Representative as unsuitable or not in conformity with the specifications shall forthwith be removed from the job-site and work area by the Contractor, and shall not be made use of elsewhere in the work.
- B. Any errors, defects, or omissions in the execution of work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Owner or Owner's Representative.



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

3.34 PROJECT CLOSEOUT

A. DESCRIPTION

1. This Section specifies administrative and procedural requirements for the project closeout including, but not limited to:
 - a. Project record document (As-Built drawings) submittal. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - b. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Upon completion of work, submit record drawings to the Owner's Representative.
2. Record Specifications
 - a. Maintain one complete copy of the Project Manual, including addenda. Mark these documents to show substantial variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data. Upon completion of the Work, submit record Specifications.
3. Test Results
 - a. Not Applicable this project
4. REMOVAL OF PROTECTION
 - a. Remove temporary protection and facilities installed for protection of the Work during construction. Fencing and erosion and sediment control measures and best management practices can be removed after permanent measures have been established.

3.35 WARRANTIES

A. DESCRIPTION

1. This Section specifies general administration and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials;
 - b. General closeout requirements are included in Section "Project Closeout"; and



- c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the specifications and Drawings.
2. Disclaimers and Limitations
 - a. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

B. DEFINITIONS

1. Standard Warranties
 - a. Standard product warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
2. Special Warranties
 - a. Special warranties are written required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

C. WARRANTY REQUIREMENTS

1. Related Damages and Losses
 - a. When correcting warranted Work that has failed, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for corrections of warranted Work.
2. Reinstatement of Warranty
 - a. When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
3. Replacement Cost
 - a. Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner's Representative has benefited from use of the Work through a portion of its anticipated useful service life.
4. Owner's Recourse
 - a. Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights and remedies.
5. Rejection of Warranties
 - a. The Owner's Representative reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents. The Owner's Representative reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so.



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

D. WARRANTY PERIOD

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

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 meeting: 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 uncompacted 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.
- B. Related Requirements:
 - 1. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.

1.3 DEFINITIONS

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

1.4 MATERIALS OWNERSHIP

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



1.5 PREINSTALLATION MEETINGS

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

1.6 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Owner's Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Owner Representative. Hazardous materials will be removed by Owner under a separate contract.
- D. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 EXAMINATION

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

3.2 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Dispose of demolished items and materials promptly.
- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.



3.3 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

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

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

END OF SECTION 024119



SECTION 265600 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes exterior luminaires, poles, and accessories.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Exterior Luminaire:
 - 1. Basis of Measurement: Each.
 - 2. Basis of Payment: Includes concrete base, luminaire pole, and luminaire with lamps and accessories. connection to power source.

1.3 REFERENCES

- A. American National Standards Institute:
 - 1. ANSI C82.1 - American National Standard for Lamp Ballast-Line Frequency Fluorescent Lamp Ballast.
 - 2. ANSI C82.4 - American National Standard for Ballasts-for High-Intensity-Discharge and Low-Pressure Sodium Lamps (Multiple-Supply Type).

1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Submittal procedures.
- B. Shop Drawings: Indicate dimensions and components for each luminaire not standard Product of manufacturer.
- C. Product Data: Submit dimensions, ratings, and performance data.
- D. Samples: Submit two color chips **3 x 3 inch** in size illustrating luminaire finish color where indicated in luminaire schedule.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.



1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 010000- General Requirements: Product storage and protection

1.7 COORDINATION

- A. Furnish bolt templates and pole mounting accessories to installer of pole foundations.

1.8 MAINTENANCE MATERIALS

- A. Section 017000 - Execution and Closeout Requirements: Spare parts and maintenance products.
- B. Furnish two 2 ballasts of each lamp type installed.

PART 2 - PRODUCTS

2.1 LUMINAIRES

- A. Product Description: Complete exterior luminaire assemblies, with features, options, and accessories as scheduled.

2.2 METAL POLES

- A. Manufacturers:
 - 1. Maxlite
 - 2. Substitutions: Approved equal.
- B. Material and Finish: Steel with black powdercoat finish.
- C. Section Shape and Dimensions: 4" Square, Straight, Steel.
- D. Height: As indicated on Drawings.
- E. Base: Concrete .
- F. Accessories:
 - 1. Handhole.
 - 2. Anchor bolts.
 - 3. Access door located in the base secured with tamper proof hex socket security machine screws .



PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify foundations are ready to receive fixtures.

3.2 INSTALLATION

- A. Install concrete bases for lighting poles at locations as indicated on Drawings, in accordance with Section 033000.
- B. Install poles plumb. Install double nuts to adjust plumb. Grout around each base.
- C. Install lamps in each luminaire.
- D. Bond and ground luminaires, metal accessories and metal poles in accordance with Section 260526. Install supplementary grounding electrode at each pole.

3.3 FIELD QUALITY CONTROL

- A. Operate each luminaire after installation and connection. Inspect for improper connections and operation.

3.4 CLEANING

- A. Clean finishes and touch up damage.

3.5 PROTECTION OF FINISHED WORK

- A. Relamp luminaries having failed lamps at Substantial Completion.

3.6 SCHEDULES

END OF SECTION 265600



SECTION 265613 - LIGHTING POLES AND STANDARDS

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. Poles and accessories for support of luminaires.
 - 2. Luminaire-lowering devices.

1.3 DEFINITIONS

- A. EPA: Equivalent projected area.
- B. Luminaire: Complete luminaire.
- C. Pole: Luminaire-supporting structure, including tower used for large-area illumination.
- D. Standard: See "Pole."

1.4 ACTION SUBMITTALS

- A. Product Data: For each pole, accessory, and luminaire-supporting and -lowering device, arranged as indicated.
 - 1. Include data on construction details, profiles, EPA, cable entrances, materials, dimensions, weight, rated design load, and ultimate strength of individual components.
 - 2. Include finishes for lighting poles and luminaire-supporting devices.
 - 3. Anchor bolts.
 - 4. Manufactured pole foundations.
- B. Shop Drawings:
 - 1. Include plans, elevations, sections, and mounting and attachment details.
 - 2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 3. Detail fabrication and assembly of poles and pole accessories.



4. Foundation construction details, including material descriptions, dimensions, anchor bolts, support devices, and calculations, signed and sealed by a professional engineer licensed in the state of installation.
 5. Anchor bolt templates keyed to specific poles and certified by manufacturer.
 6. Method and procedure of pole installation. Include manufacturer's written installations.
- C. Samples: For each exposed lighting pole, standard, and luminaire-supporting device and for each color and texture specified.

1.5 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements according to AASHTO LTS-6-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations signed and sealed by a professional engineer.
- B. Source quality-control reports.
- C. Sample Warranty: Manufacturer's standard warranty.

1.6 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For poles and luminaire-lowering devices to include in emergency, operation, and maintenance manuals.
 1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include pole inspection and repair procedures.

1.7 MAINTENANCE MATERIAL SUBMITTALS

- A. Pole repair materials.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Store poles on decay-resistant skids at least **12 inches** above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- B. Retain factory-applied pole wrappings on fiberglass and laminated wood poles until right before pole installation. Handle poles with web fabric straps.
- C. Retain factory-applied pole wrappings on metal poles until right before pole installation. Handle poles with web fabric straps.



1.9 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of pole(s) and luminaire-lowering device(s) that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within a specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs from special warranty period.

1. Warranty Period: three years from date of Substantial Completion.
2. Warranty Period for Corrosion Resistance: three years from date of Substantial Completion.
3. Warranty Period for Color Retention: three years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Structural Characteristics: Comply with AASHTO LTS-6-M.
- B. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied according to AASHTO LTS-6-M.
- C. Live Load: Single load of **500 lbf** distributed according to AASHTO LTS-6-M.
- D. Ice Load: Load of **3 lbf/sq. ft.**, applied according to AASHTO LTS-6-M for applicable areas on the Ice Load Map.
- E. Wind Load: Pressure of wind on pole and luminaire, calculated and applied according to AASHTO LTS-6-M.
1. Basic wind speed for calculating wind load for poles **50 feet** high or less is **90 mph** .
 - a. Wind Importance Factor: 1.0 .
 - b. Minimum Design Life: 25 years .
 - c. Velocity Conversion Factor: 1.0 .
- F. Strength Analysis: For each pole, multiply the actual EPA of luminaires and brackets by a factor of 1.1 to obtain the EPA to be used in pole selection strength analysis.
- G. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.

2.2 STEEL POLES

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
1. MaxLite or approved equal.
- B. Source Limitations: Obtain poles from single manufacturer or producer.



- C. Source Limitations: For poles, obtain each color, grade, finish, type, and variety of pole from single source with resources to provide products of consistent quality in appearance and physical properties.
- D. Poles: Comply with ASTM A240/A240M ASTM A666, stainless steel with a minimum yield of **55,000 psig**; one-piece construction up to **40 feet** in height with access handhole in pole wall.
 - 1. Shape: Square, straight.
 - 2. Mounting Provisions: Butt flange for bolted mounting on foundation or breakaway support.
- E. Brackets for Luminaires: Detachable, cantilever, without underbrace.
 - 1. Adaptor fitting welded to pole, allowing the bracket to be bolted to the pole-mounted adaptor, then bolted together with stainless -steel bolts.
- F. Pole-Top Tenons: Fabricated to support luminaire or luminaires and brackets indicated, and securely fastened to pole top.
- G. Fasteners: Stainless steel , size and type as determined by manufacturer. Corrosion-resistant items compatible with support components.
 - 1. Materials: Compatible with poles and standards as well as the substrates to which poles and standards are fastened and shall not cause galvanic action at contact points.
 - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
- H. Grounding and Bonding Lugs: Welded **1/2-inch** threaded lug, complying with requirements in Section 260526 "Grounding and Bonding for Electrical Systems," listed for attaching grounding and bonding conductors of type and size indicated, and accessible through handhole.
- I. Prime-Coat Finish: Manufacturer's standard prime-coat finish ready for field painting.
- J. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.
 - 1. Surface Preparation: Clean surfaces according to SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, according to SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
 - 2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.
 - 3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high gloss, high-build polyurethane enamel.
 - a. Color: As selected by Architect from manufacturer's full range.
- K. Powder-Coat Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" recommendations for applying and designating finishes.



1. Surface Preparation: Clean surfaces according to SSPC-SP 1 to remove dirt, oil, grease, and other contaminants that could impair powder coat bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, according to SSPC-SP 5/NACE No. 1 or SSPC-SP 8.
2. Powder Coat: Comply with AAMA 2604.
 - a. Electrostatic-applied powder coating; single application and cured to a minimum 2.5- to 3.5-mils dry film thickness. Coat interior and exterior of pole for equal corrosion protection.
 - b. Color: As selected by Architect from manufacturer's full range.

2.3 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are unacceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine poles, luminaire-mounting devices, lowering devices, and pole accessories before installation. Components that are scratched, dented, marred, wet, moisture damaged, or visibly damaged are considered defective.
- C. Examine roughing-in for foundation and conduit to verify actual locations of installation.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 POLE FOUNDATION

- A. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange. Structural steel complying with ASTM A36/A36M and hot-dip galvanized according to ASTM A123/A123M; and with top-plate and mounting bolts to match pole-base flange and strength required to support pole, luminaire, and accessories. Concrete, reinforcement, and formwork are specified in Section 033000 "Cast-in-Place Concrete."
- B. Power-Installed Screw Foundations: Factory fabricated by pole manufacturer, with structural steel complying with ASTM A36/A36M and hot-dip galvanized according to ASTM A123/A123M; and with top-plate and mounting bolts to match pole-base flange and strength required to support pole, luminaire, and accessories.

1. Baseplate: Stamped with manufacturer's name, date of production, and cable entry.
- C. Direct-Buried Foundations: Install to depth indicated on Drawings, but not less than one-sixth of pole height . Add backfill in **6-inch** to **9-inch** layers, tamping each layer before adding the next . To ensure a plumb installation, continuously check pole orientation with plumb bob while tamping.
- D. Anchor Bolts: Install plumb using manufacturer-supplied plywood template, uniformly spaced.

3.3 POLE INSTALLATION

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on pole .
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on drawing.
 1. Fire Hydrants and Water Piping: **60 inches** .
 2. Water, Gas, Electric, Communications, and Sewer Lines: **10 feet** .
 3. Trees: **15 feet** from tree trunk.
- C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Section 033000 "Cast-in-Place Concrete."
- D. Foundation-Mounted Poles: Mount pole with leveling nuts and tighten top nuts to torque level according to pole manufacturer's written instructions.
 1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
 2. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
 3. Install base covers unless otherwise indicated.
 4. Use a short piece of **1/2 -inch** diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.
- E. Poles and Pole Foundations Set in Concrete-Paved Areas: Install poles with a minimum **6-inch-**wide, unpaved gap between the pole or pole foundation and the edge of the adjacent concrete slab. Fill unpaved ring with pea gravel. Insert material to a level **1 inch** below top of concrete slab.
- F. Raise and set pole using web fabric slings (not chain or cable) at locations indicated by manufacturer.

3.4 CORROSION PREVENTION

- A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum using insulating fittings or treatment.



- B. Steel Conduits: Comply with requirements in Section 260533 "Raceways and Boxes for Electrical Systems." In concrete foundations, wrap conduit with ~~0.010-inch~~ thick, pipe-wrapping plastic tape applied with a 50-percent overlap.

3.5 GROUNDING

- A. Ground Metal Poles and Support Structures: Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
 - 1. Install grounding electrode for each pole unless otherwise indicated.
 - 2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.
- B. Ground Nonmetallic Poles and Support Structures: Comply with requirements in Section 260526 "Grounding and Bonding for Electrical Systems."
 - 1. Install grounding electrode for each pole.
 - 2. Install grounding conductor and conductor protector.
 - 3. Ground metallic components of pole accessories and foundation.

3.6 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.7 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Inspect poles for nicks, mars, dents, scratches, and other damage.
 - 2. System function tests.

END OF SECTION 265613



SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Hot-mix asphalt paving.
- 2. Asphalt surface treatments.

- B. Related Requirements:

- 1. Section 024119 "Selective Demolition" for demolition and removal of existing asphalt pavement.

1.3 PRE CONSTRUCTION MEETINGS

- A. Pre-construction meeting: Conduct meeting at Project site .

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

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

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

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.



- B. Material Certificates: For each paving material.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of of State of Rhode Island Department of Transportation Standard Specification for Road and Bridge Construction for asphalt paving work.
 - 1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel.
- C. Fine Aggregate: ASTM D 1073 , sharp-edged natural sand or sand prepared from stone, gravel, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

2.2 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Bituminous Base Course: shall conform to the requirements of Rhode Island Standard Specifications Section 402 and M. 03.01 for Base Course .
 - 3. Bituminous Surface: Shall conform to the requirements of the Rhode Island Standard Specifications Section 402 and M.03.01 for surface course Class I-1.

4. Processed Gravel Base: Gravel base shim course in accordance with State of Rhode Island Standard Specification, Subsection M01.09, meeting the gradation requirements of Table -1, Column 1, with 100% passing 3-inch Square Mesh Sieves.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 1. Completely proof-roll subgrade in one direction , repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to **3 mph**.
 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than **15 tons**.
 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

3.3 REPAIRS

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

3.4 SURFACE PREPARATION

- A. Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

3.5 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Spread mix at a minimum temperature of **250 deg F**.
 - 3. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 - 4. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

- B. Place paving in consecutive strips not less than **10 feet** wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about **1 to 1-1/2 inches** from strip to strip to ensure proper compaction of mix along longitudinal joints.
 - 2. Complete a section of asphalt base course before placing asphalt surface course.

- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.6 JOINTS

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

3.7 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to **185 deg F**.



- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927 , but not less than 94 percent or greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041/D 2041M, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.8 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus **1/2 inch**.
 - 2. Surface Course: Plus **1/4 inch**, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a **10-foot** straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: **1/4 inch** .
 - 2. Surface Course: **1/8 inch** .

END OF SECTION 321216



SECTION 321313 - CONCRETE PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes Concrete Paving Including the Following:
 - 1. Walks.

1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PRE CONSTRUCTION MEETINGS

- A. Preconstruction Conference: Conduct conference at Project site .

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.

1.6 INFORMATIONAL SUBMITTALS

- A. Material Certificates: For the following, from manufacturer:
 - 1. Cementitious materials.
 - 2. Steel reinforcement and reinforcement accessories.
 - 3. Fiber reinforcement.
 - 4. Admixtures.
 - 5. Curing compounds.
 - 6. Applied finish materials.



7. Bonding agent or epoxy adhesive.
8. Joint fillers.

B. Material Test Reports: For each of the following:

1. Aggregates: Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.

1.7 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below **40 deg F**, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than **50 deg F** and not more than **80 deg F** at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with **ACI 301** and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below **90 deg F** at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with **ACI 301** unless otherwise indicated.

2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.



1. Use flexible or uniformly curved forms for curves with a radius of **100 feet** or less. Do not use notched and bent forms.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

2.3 STEEL REINFORCEMENT

- A. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from galvanized-steel wire into flat sheets.
- B. Plain-Steel Wire: ASTM A 1064/A 1064M, galvanized.
- C. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:
 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
- D. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.
- E. Zinc Repair Material: ASTM A 780/A 780M.

2.4 CONCRETE MATERIALS

- A. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:
 1. Portland Cement: ASTM C 150/C 150M, white portland cement Type I.
- B. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4M . , uniformly graded. Provide aggregates from a single source with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials.
 1. Maximum Coarse-Aggregate Size: **3/4 inch** nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:

1. Aggregate Sizes: **1/2 to 3/4 inch** . nominal.
 2. Aggregate Source, Shape, and Color: . .
- D. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
1. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 2. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
- E. Water: Potable and complying with ASTM C 94/C 94M.

2.5 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately **9 oz./sq. yd.** dry or cotton mats.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to **ACI 301**, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.
1. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.
- B. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
1. Air Content: 6 5 percent plus or minus 1-1/2 percent for **3/4-inch** nominal maximum aggregate size.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- D. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use in concrete as required for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- E. Concrete Mixtures: Normal-weight concrete.
1. Compressive Strength (28 Days): **4000 psi 3000 psi** . .
 2. Maximum W/C Ratio at Point of Placement: 0.45 . .

3. Slump Limit: **8 inches** . 2 1/2 inches , plus or minus **1\2 inch**.

2.7 CONCRETE MIXING

- A. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 1. For concrete batches of **1 cu. yd.** or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 2. For concrete batches larger than **1 cu. yd.**, increase mixing time by 15 seconds for each additional **1 cu. yd.**.
 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proof-roll prepared subbase surface below concrete paving . to identify soft pockets and areas of excess yielding.
 1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to **3 mph**.
 2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than **15 tons**.
 3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of **1/2 inch** . according to requirements in Section 312000 "Earth Moving."
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Remove loose material from compacted subbase surface immediately before placing concrete.

3.3 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.



- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.
- E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.
- F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.
- G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum **2-inch** overlap of adjacent mats.

3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - 1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
- C. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows , to match jointing of existing adjacent concrete paving:
 - 1. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut **1/8-inch-** wide joints into concrete when cutting

action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

- a. Tolerance: Ensure that sawed joints are within **3 inches** . either way from centers of dowels.

- D. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a **1/4-inch** radius. Repeat tooling of edges after applying surface finishes. Eliminate edging-tool marks on concrete surfaces.

3.6 CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation , steel reinforcement, and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with **ACI 301** requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete according to **ACI 301** by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies , reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement dowels and joint devices.
- H. Screed paving surface with a straightedge and strike off.
- I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- J. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.
 1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.



3.7 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.

3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching **0.2 lb/sq. ft. x h** before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing moisture-retaining-cover curing curing compound or a combination of these as follows:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with **12-inch** lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least **12 inches**, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.

3.9 PAVING TOLERANCES

- A. Comply with tolerances in **ACI 117** and as follows:
 - 1. Elevation: **3/4 inch**.
 - 2. Thickness: Plus **3/8 inch**, minus **1/4 inch**.



3. Surface: Gap below 10-feet- long; unlevelled straightedge not to exceed 1/2 inch.
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch.
6. Vertical Alignment of Dowels: 1/4 inch.
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches.
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

3.10 REPAIR AND PROTECTION

- A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Owner's Representative.
- B. Drill test cores, where directed by Owner's Representative, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with portland cement concrete bonded to paving with epoxy adhesive.
- C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313



SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 1.1 DESCRIPTION OF WORK

- A. Provide all materials, equipment and labor necessary to complete the work as indicated on the drawings or as specified herein.
- B. The principal work of this section includes, but may not be limited to, the following:
 - 1. Grading and Spreading Loam.
 - 2. Preparations of Areas for Seeding.

1.2 RELATED DOCUMENTS

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

1.3 SUMMARY

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

1.4 ACTION SUBMITTALS

- A. Certified analysis and source of off-site loam to be provided. Certification shall list soil additives to loam including rates and type.
- B. Product Data: For each type of product.
 - 1. Include recommendations for application and use.
 - 2. Include test data substantiating that products comply with requirements.
 - 3. Include sieve analyses for aggregate materials.
- C. Samples: For each bulk-supplied material, **1-quart** volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 QUALITY ASSURANCE

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



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

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Do not move or handle materials when they are wet or frozen.

PART 2 - PRODUCTS

2.1 CLEAN SCREENED LOAM

- A. Loam shall consist of screened fertile, loose, friable fine sandy loam or sandy loam free of subsoil, refuse, stumps, roots, rocks, cobbles, stones, brush, noxious weeds, litter and other materials which are larger than one inch (1") in any dimension and which will prevent healthy plant growth. Organic matter shall constitute not less than five percent (5%) nor more than twenty percent (20%) as determined by wet combustion method (Chromic acid reduction). The Contractor shall notify the Owner or Owner's Representative of the intended source of loam to be employed at least two (2) weeks prior to the intended time of use to allow time for sampling.
- B. Loam shall possess good filtration and permeability rates, and shall possess a mechanical analysis where: N 85% of sand size is 0.5 to 1.0 mm and N 95% of sand mix is between 0.5 and 2.0 mm and no more than 5% of mix is less than 0.5 mm.
- C. Acidity range of approximately pH 5.5 to 7.5 when tested according to methods of testing or A.O.A.C. and organic content not less than 5% nor more than 20% as determined by wet combustion method (Chromic acid reduction).

2.2 LIMESTONE

- A. Dolomitic limestone contain up to 50% magnesium carbonate in a dry, granular form. Limestone shall be ground to such a fineness that at least 50% will pass through a 100-mesh sieve and 90% to 100% will pass through a 20-mesh sieve.



2.3 JUTE MESH

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

2.4 WATER

- A. Clean, fresh, potable water.

PART 3 - EXECUTION

3.1 GRADING AND SPREADING LOAM

- A. Remove all debris and other inorganic materials on any prepared subgrades, and reshape and dress any damaged or eroded slopes, swales, and other areas. Scarify and loosen subgrade to a friable condition in any areas where compaction may have occurred. Loam shall not be placed until subgrade is in suitable condition and free of excessive moisture or frozen materials.
- B. Loam shall be spread as required on all disturbed and bare areas to produce an even depth as shown on the Plans. Fill all depressions in existing grades with suitable fill material as specified in Section 312000 prior to spreading loam, then shape and finish grade to depth of loam required.
- C. Area shall be progressively fine graded and machine and hand raked, with loam added as required to correct depressions and other irregularities, to produce smooth and unbroken finish grades and the depth of loam required.
- D. Drawings show grading design intent to achieve a uniform grade not less than 1.25% slope. Finish grades shall conform to lines, grades, sections, and shapes of lawn areas as required. Final grade shall provide positive drainage across all grassed lawn and field areas. Provide smooth, uniform, smooth transitions at all changes and break in grade. Loam is to be held to a consistent depth of 1/2" below adjacent pavements surfaces.
- E. Starter fertilizers: All required materials shall be spread and distributed into the soil at rates and amounts specified herein.
- F. After establishment of finish grade, entire area shall be hand raked and rolled using a light roller.



3.2 PREPARATION OF AREAS FOR SEEDING

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

3.3 APPLICATION OF LIMESTONE

- A. When applied dry, limestone shall be spread evenly and incorporated thoroughly into the soil by discing or other approved means.
- B. When applied hydraulically, no discing will be necessary.
- C. Granular treatment to be applied at the rate of 25 to 50 lbs. per 1,000 square feet or as required by soil pH test to produce a pH of 6.0 to 6.5.

3.4 APPLICATION OF STARTER AND MAINTENANCE FERTILIZER

- A. One application of turf maintenance fertilizer will be required before final acceptance of seeded areas.
- B. Fertilizer shall be Organic-based and be OMRI (Organic Materials Review Institute) Certified
- C. Application Rate: Apply 2-3 pounds per 100 square feet.
- D. Fertilizer shall be applied at a time, which shall be requested in writing by the Contractor, and approved in writing by the Owner's representative.

3.5 APPLYING JUTE MESH

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



slots, and terminal folds shall have five (5) staples spaced not more than nine (9) inches on center across widths.

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

3.6 GENERAL

- A. Place planting soil and fertilizers according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.7 PREPARATION OF UNAMENDED, ON-SITE SOIL BEFORE AMENDING

- A. Excavation: Excavate soil from designated area(s) to a depth of 12 inches and stockpile until amended.
- B. Unacceptable Materials: Clean soil of concrete slurry, concrete layers or chunks, cement, plaster, building debris, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, acid, and other extraneous materials that are harmful to plant growth.
- C. Unsuitable Materials: Clean soil to contain a maximum of 8 percent by dry weight of stones, roots, plants, sod, clay lumps, and pockets of coarse sand.
- D. Screening: Pass unamended soil through a **3-inch** sieve to remove large materials.

3.8 PROTECTION

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Excavation or other digging unless otherwise indicated.
- B. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Architect and replace contaminated planting soil with new planting soil.



3.9 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep adjacent paving and construction clean and work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner.

END OF SECTION 329113



SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding (Preferred method).
 - 3. Erosion-control material(s).

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- C. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" and drawing designations for planting soils.
- D. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PRE CONSTRUCTION MEETINGS

- A. Preinstallation Meeting: Conduct meeting at Project site .

1.5 INFORMATIONAL SUBMITTALS

- A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.



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

B. Product Certificates: For fertilizers, from manufacturer.

1.6 DELIVERY, STORAGE, AND HANDLING

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

B. Bulk Materials:

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

1.7 FIELD CONDITIONS

A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion .

1. Spring Planting: April 1 - May 31 .
2. Fall Planting: Aug 15 - Oct. 15.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

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

B. Seed Species:

1. Quality: State-certified seed of grass species as listed below for solar exposure.
2. Seed mix for all areas shall conform to Rhode Island State Park Mix with the following grass types and percentages:



- a. 70% Creeping Red Fescue
- b. 15% Kentucky Blue grass
- c. 15 % perennial ryegrass (*Lolium perenne*).

2.2 FERTILIZERS

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.



3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."
- B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade Blend planting soil in place .
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds **5 mph** .
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of **3 to 4 lb/1000 sq. ft.** .
- C. Rake seed lightly into top **1/8 inch** of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas from hot, dry weather or drying winds by applying compost mulch within 24 hours after completing seeding operations. Soak areas, scatter mulch uniformly to a thickness of **3/16 inch** , and roll surface smooth.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, slow-release fertilizer , and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with nonasphaltic tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than **1500-lb/acre** dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.6 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll,

regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of **4 inches** .

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of **1 inch** per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

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

3.7 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Architect:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any **10 sq. ft.** and bare spots not exceeding **5 by 5 inches** .

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

3.8 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.



- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION 329200