

CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: PARK IMPROVEMENTS AT FATHER LENNON PARK

Date to be opened: NOVEMBER 8, 2022 2:00 PM

Issuing Department: PARKS DEPARTMENT

QUESTIONS

• Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Francis Gomez.

o Phone: (401) 680-5264

o Email: fgomez@providenceri.gov

Please use the subject line "RFP Question"

- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Phone: (401) 680-5766
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - o Megan Gardner, RLA
 - 0 401.248.5044
 - o Mgardner@providenceri.gov

Pre-bid Conference

A Non-Mandatory pre-bid conference will be held on October 25, 2022 at 10AM Father Lennon Park 83 Camden Ave, Providence, RI 02908



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 <u>do not recycle</u> it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

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

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

This information is 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.



CITY OF PROVIDENCE, RHODE ISLAND

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)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 9-13) or on: 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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

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

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

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



CITY OF PROVIDENCE, RHODE ISLAND

NOTICE TO VENDORS

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



CITY OF PROVIDENCE, RHODE ISLAND

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 <u>\$</u> must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.				
	b) A bid bond in the amount of <u>5%</u> per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.				
	c) 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.



CITY OF PROVIDENCE, RHODE ISLAND

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 #:	
Contact Email Address:	_
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local	cal agent for service of
process that is located within Rhode Island	
Delivery Date (if applicable):	
Name of Surety Company (if applicable):	
Total Amount in Writing*:	
Total Amount in Figures*:	
* If you are submitting a unit price bid, please insert "Unit Price Bid"	
Use additional pages if necessary for additional bidding details.	
Siş	gnature of Representation

Title



CITY OF PROVIDENCE, RHODE ISLAND

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

	Upon behalf of	(Firm or Individual Bidding),			
Ι,		(Name of Person Making Certification),			
bei	ing its	(Title or "Self"), hereby certify that:			
1.	Bidder does not unlawfully discrimi orientation and/or religion in its bus	ate on the basis of race, color, national origin, gender, sexual ess 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 af	ffirm by signing below that I am duly	nthorized on behalf of Bidder, on			
this	sday of	20			
		Signature of Representation			
		Printed Name			



CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon behalf of	(Firm or Individual Bidding),
I,	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify an
understanding that:	
 (RFQ's), documents contained within, ar record upon receipt by the City Clerk's of and Supply (BOCS) meeting. 2. The Purchasing Department and the issuing effort to request that sensitive/personal ir and only at request if verification of spectors. 3. The requested supplemental information metails may result in disqualification, or a details may result in disqualification, or a defined supplemental information prior to submitted to the City Clerk, the City of February no liability associated with the information providence observes a public at the bidding packet may not be submitted bidder in order to protect other information. 	and transparent bidding process. Information required in directly to the issuing department at the discretion of the on, such as pricing terms, from becoming public. Bidders
who make such an attempt will be disqua	
I affirm by signing below that I am duly authori	
thisday of	20
	Signature of Domeson taking
	Signature of Representation

Printed Name



CITY OF PROVIDENCE, RHODE ISLAND

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.



CITY OF PROVIDENCE, RHODE ISLAND

Form Instructions:

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

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at http://www.providenceri.gov/oeo/ or http://www.providenceri.gov/oeo/ or 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.



CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE PARTICIPATION AFFIDAVIT

Item Discussion (as seen on RFP):	
Prime Bidder:Prime Bidder (Company) Phone Number:	
Which one of the following describes your business certification with the State of Rhode Island?	' status in terms of Minority and/or Woman-Owned Business Enterprise _MBEWBENeither MBE nor WBE
representative of contractor, I make this Affidavi It is the policy of the City of Providence that minorinhave the maximum opportunity to participate in proof of the Providence Code of Ordinances and Chapter 3 participation goals apply to contracts.	the bottom of this document in my capacity as the contractor or an authorized it: ty business enterprises (MBEs) and women business enterprises (WBEs) should curements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 31-14 <i>et seq.</i> of the Rhode Island General Laws (as amended), MBE and WBE as Enterprise (MBE) participation is 10% of the total bid value.
The goal for Women's Business	s Enterprise (WBE) participation is 10% of the total bid value. MBE/WBE participation is 20% of the total bid value.
If awarded the contract, I understand that my compa Providence (MBE/WBE Office), copies of all execu	upporting MBE/WBE certified businesses. Initial any must submit to the Minority and Women's Business Coordinator at the City of sted agreements with the subcontractor(s) being utilized to achieve the participation s. I understand that these documents must be submitted prior to the issuance
	rm must submit to the MBE/WBE Office canceled checks and reports values basis verifying payments to the subcontractors(s) utilized on the
	ble to utilize the subcontractor(s) identified in my Statement of Intent, I understand BE firm(s) to meet the participation goals. <u>I understand that I may not make a proval of the MBE/WBE Office.</u>
If awarded this contract, I understand that author	orized representatives of the City of Providence may examine the books, the extent that such material is relevant to a determination of whether my eticipation requirements.
	Ity of perjury that the contents of the foregoing Affidavit are true and correct lief.
Signature of Bidder	Printed Name
Company Name	Date



CITY OF PROVIDENCE, RHODE ISLAND

proposed bid, do not fill out this for Prime Bidder:			Primary NAI	CS	
ode:			_ 1 11111111		
em Description (as seen on RFP):					
lease list all Subcontractors below the dollar amount to be subcontracted ertified MBE/WBE firms is located https://www.naics.com/search/	d. Please check	off MBE a	and WBE where	e applicable. The dire	
Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED A	MOUNT:				\$
B. WBE SUBCONTRACTED A	MOUNT:				\$
C. NON MBE WBE SUBCONTI	RACTED AMO	OUNT:			\$
D. DOLLAR AMOUNT OF WO	ORK DONE BY	THE PR	IME CONTR	ACTOR:	\$
E. TOTAL AMOUNT OF BID (SUM OF A, B,	C, & D):			\$
F. PERCENTAGE OF BID SUB (Divide the sum of A and B by E				Es.	
lease read and initial the following s warded to MBE or WBE vendors is VBE, you must fill out the MBE/W Outreach Director. Initial	less than 20% (Box F) and	the prime cor	ntractor is NOT a Rho	ode Island State-certified MBE
ignature of Bidder			Printed Name		



CITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

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

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

Prime Bidder:	•			
Company Trade:				
Item Discussion (as seen on RFF	?):			_
		or WBE companies you contacted, the	ne name of the primary individual w	ith
MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?	
waiver of % MBE/WB	E (20% minus the value o	f Box F on the Subcontractor Disclo	of the total bid value. I am requesting obsure Form). If an opportunity is effort will be made to select MBE/W	
Signature of Prime Contractor	Prin	ted Name	Date Signed	
Signature of City of Providence		ted Name of City of Providence	Date Signed	



CITY OF PROVIDENCE, RHODE ISLAND

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

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



CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Supplemental Bid Form

To whom it may concern:

- 1. The undersigned, having familiarized (himself) (themselves) (itself) with the **PARK IMPROVEMENTS AT FATHER LENNON PARK** 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 **PARK IMPROVEMENTS AT FATHER LENNON PARK** 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 _	



CITY OF PROVIDENCE, RHODE ISLAND

Name of Bidder and Official Address:		Name of Authorized Representa	ative (Contact):
		By (Signature)	
E-Mail:		Phone:	
	cate, in space provided, ble Project Start-up Date:		, 20
ADDENDA: The Any):	undersigned acknowledges rec	eipt of the following Addenda, if any, and has incl	uded the provisions thereof in this Bid (If
Addendum No.	<u>Date</u>	Addendum No. Da	<u>te</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



CITY OF PROVIDENCE, RHODE ISLAND

SUPPLEMENTAL BID FORM

PARK IMPROVEMENTS AT FATHER LENNON PARK

BASE BID:

Father Lennon Park is located in the Smith Hill neighborhood of Providence, at 83 Camden Avenue. The City of Providence is seeking qualified bidders to submit pricing for installing ornamental fence and gate along Camden Avenue at this community park. The scope of work for this project shall include but not be limited to:

- Remove and dispose of existing chainlink fences, posts, footings, a gate, 8' of wooden guardrail & posts
- Furnish and install wooden guardrails and a traffic gate
- Furnish and install playground equipment and safety surfacing
- Loam and hydroseed disturbed areas

ADD ALTERNATES:

- Remove and dispose existing chainlink fences, posts & footings
- Furnish and install and paint wooden guardrails
- Furnish and install tree plantings

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	

BIDDER:	



CITY OF PROVIDENCE, RHODE ISLAND

ADD ALTERNATES:

1.	Add Alt # 1 - Remove and dispose existing chain posts.	link fences, posts	& footings and replace with wooden guardrails and
		LS	\$
price i	in writing		
2.	Add Alt # 2 – Paint wooden guardrail posts, rails	, and hardware w	ith (2) coats of 'Hunter Green' paint.
		LS	\$
price i	in writing		
3.	Add Alt #3 – Plant (3) Acer rubrum 'October Gl	lory' 2"-2 1/2" Cal	I. B&B.
		LS	\$
	price in writing		
<u>UNIT</u>	PRICES:		
4.	Strip and dispose of turf		
		SF	\$
price i	in writing		
5.	Remove and dispose existing chainlink fences, po	sts, footings, (1) g	ate, 8' of wooden guardrail & posts complete.
		LS	\$
price i	in writing		
6.	Furnish and Install tree protection fence	LF	¢
price i	in writing	Lr.	\$
7.	Furnish and Install wooden guardrail and posts	LF	\$
price i	in writing		
			BIDDER:



CITY OF PROVIDENCE, RHODE ISLAND

		LF	\$
price i	n writing		
9.	Furnish and Install one (1) 12' wide single service	e gate and p	osts complete
		EA	\$
price ii	n writing		
10.	Furnish and Install native boulders <36"-42"		
		EA	\$
price i	n writing		
11.	Furnish and Install native boulders <42"-48"		
		EA	\$
	n writing		*
12.	Furnish and Install log stump seats		
		LS	\$
price i	n writing		*
13.	Furnish and Install log steps		
		LS	\$
price ii	n writing		
14.	Remove and dispose of soil		
		СҮ	\$
	n writing	C.	Ψ

BIDDER: _____



CITY OF PROVIDENCE, RHODE ISLAND

15. Furnish and Install engineered wood fiber mule	ch		
	_ CY	\$	
price in writing	_		
16. Furnish and Install LSI 164074 Bobble Rider -	complete		
	_ EA	\$	
price in writing			
17. Furnish and Install LSI 168099 Cozy Dome - co	omplete		
	_ LS	\$	
price in writing			
18. Furnish and Install LSI 223857 SmartPlay Loft	t Playhouse -	complete	
	_ LS	\$	
price in writing			
19. Furnish and Install Acer rubrum 'October Glo	ory' 2"-2 ½" C	fal. B&B	
	_ EA	\$	
price in writing			
20. Furnish and install certified clean loam			
	CY	\$	
price in writing	_	·	
21. Loam and hydroseed in all disturbed areas			
	_ SF	\$	
price in writing	_		
		BIDDER:	

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



CITY OF PROVIDENCE, RHODE ISLAND

BID DOCUMENTS:

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

DRAWINGS:

- L-1 COVER SHEET
- L-2 EXISTING CONDITIONS & DEMOLITION PLAN
- L-3 FENCING LAYOUT & MATERIALS PLAN
- L-4 PLAYGROUND LAYOUT & MATERIALS PLAN
- L-5 CONSTRUCTION DETAILS 1
- L-6 CONSTRUCTION DETAILS 2

TECHNICAL SPECIFICATION:

•	010000	General Requirements

- 015639 Temporary Tree and Plant Protection
- 024119 Selective Demolition
- 099113 Exterior Painting
- 116800 Playfield Equipment and Structures
- 311000 Site Clearing
- 312000 Earth Moving
- 321816.13 Playground Protective Surface
- 323119.53 Single Swing Gate
- 329119 Landscape Grading
- 329200 Turf and Grasses
- 329300 Plants
- 347113.26 Wood Guardrail



CITY OF PROVIDENCE, RHODE ISLAND

ADDITIONAL INFORMATION REQUIRED WITH BID:

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

PROVISIONS OF THIS PROJECT:

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

CLOSE OUT DOCUMENTS:

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



CITY OF PROVIDENCE, RHODE ISLAND

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 **Francis Gomez** at fgomez@providenceri.gov and **Megan Gardner**, at mgardner@providenceri.gov, no later than five (5) working days before the bid opening date.

Megan Gardner is the project contact and can be reached at 401.248.5044

TECHNICAL SPECIFICATIONS

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

Federal Labor Standards

U.S. Department of Housing & Urban Development

Applicability

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

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



CITY OF PROVIDENCE, RHODE ISLAND

- (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.)
- (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 withhold 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



CITY OF PROVIDENCE, RHODE ISLAND

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 ins enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchases from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3:
- (3) That each laborer or mechanic has been paid not less that the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor of 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



CITY OF PROVIDENCE, RHODE ISLAND

ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the age determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the 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 even the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less that 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, s 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



CITY OF PROVIDENCE, RHODE ISLAND

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, utter of publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work I excess of forty hours I such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) or this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$25 for each calendar day on which such individual was required or permitted to work in excess of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding for unpaid wages for liquidated damages. HUD or its designees shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold of cause to be withheld form any moneys payable on account of work performed by the contractor or subcontractor under any such contract or nay other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidates damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
 - C. Health and Safety



CITY OF PROVIDENCE, RHODE ISLAND

(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 Megan Gardner at mgardner@providenceri.gov. Questions and responses will be sent to all bidders.

Park Improvements At Father Lennon Park 83 Camden Ave

Providence, Rhode Island 02908

Table of Contents Generated by SpecBuilder: 9/29/2022 Division Section Title

Division	Section Title	Pages
DIVISION 01	SPECIFICATIONS GROUP General Requirements Subgroup GENERAL REQUIREMENTS	
010000	GENERAL REQUIREMENTS	16
015639	TEMPORARY TREE AND PLANT PROTECTION	5
DIVISION 02	Facility Construction Subgroup - EXISTING CONDITIONS	
024119	SELECTIVE DEMOLITION	5
DIVISION 09	- FINISHES	
099113	EXTERIOR PAINTING	5
DIVISION 11	- EQUIPMENT	
116800	PLAY FIELD EQUIPMENT AND STRUCTURES	4
DIVISION 31	Site and Infrastructure Subgroup - EARTHWORK	
311000	SITE CLEARING	3
312000	EARTH MOVING	7
DIVISION 32	- EXTERIOR IMPROVEMENTS	
321816.13	PLAYGROUND PROTECTIVE SURFACING	3
323119.53	SINGLE SWING GATE	2
329119	LANDSCAPE GRADING	3
329200	TURF AND GRASSES	7
329300	PLANTS	13
DIVISION 34	- TRANSPORTATION	
347113.26	WOODEN GUARDRAIL	2

END OF TABLE OF CONTENTS

SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

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

A. SCOPE OF WORK

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

B. WORK COVERED BY CONTRACT DOCUMENTS

- C. The Contractor shall execute the scope of work indicated on Plans and Specifications to enhance the use and operations of the site as shown within the project limits.
- D. Work shall be as specifically indicated, shown or described in the Drawings, Technical Specifications, and other Contract Documents.

E. WORK UNDER ADD ALTERNATE

- 1. Add Alternate #1 Furnish and install Wooden guardrails and posts.
- 2. Add Alternate #2 Paint Guardrail posts with (2) coats of 'Hunter Green' paint.
- 3. Add Alternate #3 Plant (3) 2"-2 1/2" cal. B&B trees.

F. 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. Megan Gardner

1.2 PROJECT LOCATION

A. 83 Camden Ave - Providence, Rhode Island

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

Termination of Contract: If the Contractor or any of his/her subcontractors refuses or fails to A. 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'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
 - 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 substation proposed constitutes a representation that the Contractor:
 - 1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, the specified product.

- 2. Will provide the same warranty for substitution as for the specified product.
- 3. Will coordinate installation and make other changes which may be required for the Work to be complete in all respects.
- 4. Waives claims for additional costs which may subsequently become apparent.
- D. Substitutions will be considered when they are indicated or implied on shop drawings or product data submittals without separate written request, or when acceptance will require substantial revision of the Contract Documents.
- E. The Owner's Representative will determine acceptability of the proposed substitution, and will notify the Contractor of acceptance or rejection in writing within a reasonable time. Only one request for the substitution will be considered for each product. When substitution is not accepted, the Contractor shall provide the specified product.

3.33 REJECTED MATERIALS AND DEFECTIVE WORK

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

3.34 PROJECT CLOSEOUT

A. DESCRIPTION

- 1. This Section specifies administrative and procedural requirements for the project closeout including, but not limited to:
 - a. Project record document (As-Built drawings) submittal. Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - b. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set. Upon completion of work, submit record drawings to the Owner's Representative.
- 2. Record Specifications

- a. Maintain one complete copy of the Project Manual, including addenda. Mark these documents to show substantial variations in actual Work performed in comparison with the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data. Upon completion of the Work, submit record Specifications.
- 3. Test Results
 - a. Not Applicable this project
- 4. REMOVAL OF PROTECTION
 - a. Remove temporary protection and facilities installed for protection of the Work during construction. Fencing and erosion and sediment control measures and best management practices can be removed after permanent measures have been established.

3.35 WARRANTIES

A. DESCRIPTION

- 1. This Section specifies general administration and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - a. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials;
 - b. General closeout requirements are included in Section "Project Closeout"; and
 - c. Specific requirements for warranties for the Work and products and installations that are specified to be warranted are included in the specifications and Drawings.
- 2. Disclaimers and Limitations
 - a. Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

B. **DEFINITIONS**

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

C. WARRANTY REQUIREMENTS

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

2. Reinstatement of Warranty

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

3. Replacement Cost

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

4. Owner's Recourse

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

5. Rejection of Warranties

- a. The Owner's Representative reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents. The Owner's Representative reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so
- b. All warranties shall be submitted to the Owner in accordance with conditions of the Contract and the Submittals.

D. WARRANTY PERIOD

- 1. All warranties required by the Contract documents shall commence on the date of Final Acceptance.
- 2. Warranty period is one (1) year from date of Final Acceptance unless otherwise specified.

END OF SECTION 010000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

1.4 PRE- CONSTRUCTION MEETINGS

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

1.5 ACTION SUBMITTALS

A. Contractor shall arrange site visit with City Forester prior to mobilization to determine the scope of pruning by the Parks Department Forestry Division or Contractor as indicated on the drawings.

1.6 QUALITY ASSURANCE

A. Arborist Qualifications: Licensed arborist in jurisdiction where Project is located.

1.7 FIELD CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Moving or parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Excavation or other digging unless otherwise indicated.
 - 6. 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 meetingthe 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 mimimum 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 tha 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. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. 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 PRE-CONSTRUCTION MEETINGS

- A. Predemolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 3. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 - 4. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

- A. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site uses are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination of Owner's continuing use of portions of existing site and of Owner's partial use of completed Work.
- C. Predemolition Photographs or Video: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before Work begins.
- D. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of the site immediately adjacent to selective demolition area. Conduct selective demolition so Owner's use will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove the items specifically indicated on the drawings
- C. Notify Owner's Representative of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

- 1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify Owner on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's use.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
 - 1. Contact Dig Safe-Provide Dig Safe number to Owner prior to mobilization.
- B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

- 1. Meet with Owner's Representative to identify local utilities prior to mobilization.
- C. Survey of Existing Conditions: Record existing conditions by use of preconstruction photographs. measured drawings .
 - 1. Comply with requirements specified in Section 013233 "Photographic Documentation."
 - 2. Inventory and record the condition of items to be removed and salvaged. Provide photographs or video of conditions that might be misconstrued as damage caused by salvage operations. Notify Owner's Representative of damaged items.
 - 3. Before selective demolition or removal of existing elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

3.2 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of the site.
 - 2. Protect walls, ceilings, floors, site furnishing, existing play equipment and other existing finish work that are to remain or that are exposed during selective demolition operations.
 - 3. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1.

C. Remove temporary barricades and protections where hazards no longer exist.

3.3 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.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3.
 - 4.
 - 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 6. Dispose of demolished items and materials promptly and legally off site.

- 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.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Owner's Representative, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. 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.
- В. .

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of legally.
 - 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.
 - 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on exterior substrates. the following exterior substrates:
 - 1. Galvanized metal.
 - 2. Aluminum (not anodized or otherwise coated).
 - 3. Wood.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Indicate VOC content.
- B. Samples for Initial Selection: For each type of topcoat product.
- C. Samples for Verification: For each type of paint system and each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Label each coat of each Sample.
 - 3. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. Indicate VOC content.

1.4 CLOSEOUT SUBMITTALS

A. Coating Maintenance Manual: Provide coating maintenance manual including area summary with finish schedule, area detail designating location where each product/color/finish was used, product data pages, material safety data sheets, care and cleaning instructions, touch-up procedures, and color samples of each color and finish used.

PRODUCT MASTERSPEC LICENSED BY DELTEK, INC. TO SHERWIN-WILLIAMS COMPANY (THE)

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials [, from the same product run,] that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: [1 gal.] < Insert value > of each material and color applied.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Handling: Deliver products to Project site in an undamaged condition in manufacturer's original sealed containers, complete with labels and instructions for handling, storing, unpacking, protecting, and installing. Packaging shall bear the manufacture's label with the following information:
 - 1. Product name and type (description).
 - 2. Batch date.
 - 3. Color number.
 - 4. VOC content.
 - 5. Environmental handling requirements.
 - 6. Surface preparation requirements.
 - 7. Application instructions.
- B. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Sherwin-Williams Company (The); products indicated or comparable product from one of the following:
 - 1. Benjamin Moore & Co.
 - 2. PPG Architectural Coatings.
 - 3. Valspar Corporation Architectural (Pro).

PRODUCT MASTERSPEC LICENSED BY DELTEK, INC. TO SHERWIN-WILLIAMS COMPANY (THE)

- B. Comparable Products: Comparable products of approved manufacturers will be considered in accordance with Section 016000 "Product Requirements," and the following:
 - 1. Products are approved by manufacturer in writing for application specified.

2.2 PAINT, GENERAL

A. Colors: As indicated in a color schedule.

2.3 SOURCE QUALITY CONTROL

- A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Where acceptability of substrate conditions is in question, apply samples and perform in-situ testing to verify compatibility, adhesion, and film integrity of new paint application.
 - 1. Report, in writing, conditions that may affect application, appearance, or performance of paint.

B. Substrate Conditions:

- 1. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:
 - a. Wood: 15 percent.
- 2. Portland Cement Plaster Substrates: Verify that plaster is fully cured.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected; application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Manual" applicable to substrates and paint systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
 - 1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer [.] [but not less than the following:]
- E. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- F. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- G. Aluminum Substrates: Remove loose surface oxidation.

H. Wood Substrates:

- 1. Scrape and clean knots. Before applying primer, apply coat of knot sealer recommended in writing by topcoat manufacturer for exterior use in paint system indicated.
- 2. Sand surfaces that will be exposed to view, and dust off.
- 3. Prime edges, ends, faces, undersides, and backsides of wood.
- 4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

3.3 APPLICATION

- A. Apply paints according to manufacturer's written instructions and recommendations in "MPI Manual."
 - 1. Use applicators and techniques suited for paint and substrate indicated.
 - 2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

PRODUCT MASTERSPEC LICENSED BY DELTEK, INC. TO SHERWIN-WILLIAMS COMPANY (THE)

- 3. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.
- B. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
 - 1. Contractor shall touch up and restore painted surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

END OF SECTION 099113

SECTION 116800 - PLAY FIELD EQUIPMENT AND STRUCTURES

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 playground equipment as follows:
 - 1. Freestanding play ground equipment

1.3 DEFINITIONS

- A. Definitions in ASTM F1487 apply to Work of this Section.
- B. IPEMA: International Play Equipment Manufacturers Association.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For each type of playground equipment.
 - 1. Include plans, elevations, sections, and attachment details.
 - 2. Include fall heights and use zones for equipment, coordinated with the critical-height values of protective surfacing specified in Section 321816.13 "Playground Protective Surfacing."
- C. Samples for Verification: For each type of exposed finish on the following products:
 - 1. Include Samples of accessories to verify color and finish selection.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer, and Manufacturer.

- B. Product Certificates: For each type of playground equipment.
- C. Material Certificates: For the following items:
 - 1. Shop finishes.
- D. Sample Warranty: For manufacturer's special warranties.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For playground equipment and finishes to include in maintenance manuals.

1.8 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of playground equipment that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures.
 - b. Deterioration of metals, metal finishes, and other materials beyond normal weathering and use.
 - 2. Warranty Period: Varies from date of Substantial Completion .

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. The following playground equipment and components shall have the IPEMA Certification Seal:
- B. LSI Play
 - 1. Bobble Rider LSI 168099
 - 2. Cozy Dome LSI 168099
 - 3. PlaySmart Loft Playhouse LSI 223857

2.2 PERFORMANCE REQUIREMENTS

A. Safety Standard: Provide playground equipment according to ASTM F1487 & ASTM F3101-15.

2.3 MATERIALS

- A. Steel: Material types, alloys, and forms recommended by manufacturer for type of use and finish indicated, hot-dip galvanized.
- B. Opaque Plastics: Color impregnated, UV stabilized, and mold resistant.

- C. Suspension Cable: Manufacturer's standard hot-dip galvanized zinc-plated cable; with commercial-quality, hot-dip galvanized or zinc-plated steel connectors and swing or ring hangers.
- D. Post Caps: Cast aluminum or color-impregnated, UV-stabilized, mold-resistant polyethylene or polypropylene; color to match posts.
- E. Platform Clamps and Hangers: Cast aluminum or zinc-plated steel, not less than 0.105-inch-nominal thickness.
- F. Hardware: Manufacturer's standard; commercial-quality; corrosion-resistant; hot-dip galvanized steel and iron, stainless steel, or aluminum; of a vandal-resistant design.
- G. Fasteners: Manufacturer's standard; corrosion-resistant; hot-dip galvanized or zinc-plated steel and iron, or stainless steel; permanently capped; and theft resistant.

2.4 CAST-IN-PLACE CONCRETE

- A. Concrete Materials and Properties: Comply with requirements in Section 033000 "Cast-in-Place Concrete" for normal-weight, air-entrained concrete with minimum 28-day compressive strength of 4000 psi, 3-inch slump, and 1-inch- maximum-size aggregate.
- B. Concrete Materials and Properties: Dry-packaged concrete mix complying with ASTM C387/C387M and mixed at site with potable water, according to manufacturer's written instructions, for normal-weight concrete with minimum 28-day compressive strength of 4000 psi, 3-inch slump, and 1-inch- maximum-size aggregate.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for earthwork, subgrade elevations, surface and subgrade drainage, and other conditions affecting performance of the Work.
 - 1. Do not begin installation before final grading required for placing playground equipment and protective surfacing is completed.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Comply with manufacturer's written installation instructions for each equipment type unless more stringent requirements are indicated. Anchor playground equipment securely, positioned at locations and elevations indicated.
 - 1. Maximum Equipment Height: Coordinate installed fall heights of equipment with finished elevations and critical-height values of protective surfacing. Set equipment so fall heights

and elevation requirements for age group use and accessibility are within required limits. Verify that playground equipment elevations comply with requirements for each type and component of equipment.

- B. Post and Footing Excavation: Excavate holes for posts and footings as indicated in firm, undisturbed or compacted subgrade.
- C. Post Set with Concrete Footing: Comply with Section 033000 "Cast-in-Place Concrete" ACI 301 for measuring, batching, mixing, transporting, forming, and placing concrete.
 - 1. Set equipment posts in concrete footing. Protect portion of posts above footing from concrete splatter. Verify that posts are set plumb or at the correct angle, alignment, height, and spacing.
 - Place concrete around posts and vibrate or tamp for consolidation. Hold posts in position during placement and finishing operations until concrete is sufficiently cured.
 - 2. Embedded Items: Follow equipment manufacturer's written instructions and drawings to ensure correct installation of anchorages for equipment.
 - 3. Finishing Footings: Smooth top, and shape to shed water.

END OF SECTION 116800

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

- 1. Protecting existing vegetation to remain.
- 2. Clearing and grubbing.
- 3. Stripping and stockpiling topsoil.

1.2 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.3 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Tree- and Plant-Protection Zones: Protect according to requirements in Section 015639 "Temporary Tree and Plant Protection."

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.3 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Landscape Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.4 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 2. Use only hand methods or air spade for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.5 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth indicated on Drawings in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.6 SITE IMPROVEMENTS

3.7 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

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. Excavating and filling for rough grading the Site.
- 2. Preparing subgrades for playground areas, planting, and turf.
- 3. Excavating and backfilling for play equipment, guardrails and tree planting.

B. Related Requirements:

- 1. Section 329119 Landscape Grading
- 2. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation

and replacement material will be paid for according to Contract provisions for unit prices

- 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
- 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D1586.
- I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- J. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- K. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- L. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at Project site.
 - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
 - a. Personnel and equipment needed to make progress and avoid delays.
 - b. Coordination of Work with utility locator service.
 - c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
 - d. Extent of excavation by hand or with air spade.
 - e. Field quality control.

1.5 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- B. Utility Locator Service: Notify utility locator service "Dig Safe System" for area where Project is located before beginning earth-moving operations.
- C. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in 312500 Erosion & Sedimentation Control are in place.
- D. Do not commence earth-moving operations until plant-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. 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.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- B. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D2940/D2940M; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.

- 2. Yellow: Gas, oil, steam, and dangerous materials.
- 3. Orange: Telephone and other communications.
- 4. Blue: Water systems.
- 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 EXPLOSIVES

A. Explosives: Do not use explosives.

3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
 - 1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.5 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Removing trash and debris.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:

- 1. Under grass and planted areas, use satisfactory soil material.
- 2. Under walks and pavements, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.11 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under pavements and walks as follows:
 - 1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
 - 2. Place base course material under hot-mix asphalt pavement.
 - 3. Shape base course to required crown elevations and cross-slope grades.
 - 4. Place base course 6 inches or less in compacted thickness in a single layer.
 - 5. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

312000 - 7

SECTION 321816.13 - PLAYGROUND PROTECTIVE SURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Organic loose-fill surfacing.

1.3 DEFINITIONS

- A. Definitions in ASTM F 2223 apply to Work of this Section.
- B. Critical Height: Standard measure of shock attenuation according to ASTM F 2223; same as "critical fall height" in ASTM F 1292. According to ASTM F 1292, this approximates "the maximum fall height from which a life-threatening head injury would not be expected to occur."
- C. Unitary Surfacing: A protective surfacing of one or more material components bound together to form a continuous surface; same as "unitary system" in ASTM F 2223.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For each type of protective surfacing and exposed finish.
 - 1. Loose-Fill Surfacing: Minimum 1 quart.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For manufacturer's special warranty.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For playground protective surfacing to include in maintenance manuals.

1.7 WARRANTY

- A. Special Warranty: Manufacturer and Installer agree to repair or replace components of protective surfacing that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Reduction in impact attenuation as measured by reduction of critical fall height.
 - b. Deterioration of protective surfacing and other materials beyond normal weathering.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain protective surfacing materials, including loose-fill accessories, from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Impact Attenuation: Critical fall height tested according to ASTM F 1292.
- B. Accessibility Standard: Minimum surfacing performance according to ASTM F 1951.

2.3 ORGANIC LOOSE-FILL SURFACING

- A. Engineered Wood Fiber: ASTM F 2075; containing no bark, leaves, twigs, or foreign or toxic materials; tested for accessibility according to ASTM F 1951.
 - 1. Critical Height: As indicated on Drawings and as recommended by play and fitness equipment manufacturer.
 - 2. Uncompressed Material Depth: Not less than as required for critical height indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for subgrade elevations, slope, and drainage and for other conditions affecting performance of the Work.
 - 1. Verify that substrates are sound and without high spots, ridges, holes, and depressions.
- B. Hard-Surface Substrates: Verify that substrates are satisfactory for unitary, protective surfacing installation and that substrate surfaces are dry, cured, and uniformly level within recommended tolerances according to protective surfacing manufacturer's written requirements for cross-section profile.

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

3.2 PREPARATION

- A. Prepare substrates to receive surfacing products according to protective surfacing manufacturer's written instructions.
- B. Hard-Surface Substrates: Clean surface free of laitance, efflorescence, curing compounds, and other contaminants incompatible with protective surfacing.
 - 1. Repair: Fill holes and depressions in unsatisfactory surfaces with leveling and patching material.
 - 2. Treatment: Mechanically abrade or otherwise prepare concrete substrates according to protective surfacing manufacturer's written instructions to achieve adequate roughness.

3.3 INSTALLATION OF LOOSE-FILL SURFACING

- A. Apply components of loose-fill surfacing according to manufacturer's written instructions to produce a uniform surface.
- B. Loose Fill: Place loose-fill materials to required depth after installation of playground equipment support posts and foundations. Include manufacturer's recommended amount of additional material to offset natural compaction over time.
- C. Grading: Uniformly grade loose fill to an even surface free from irregularities.
- D. Compaction: After initial grading, mechanically compact loose fill before finish grading to 95% mod proctor density.
- E. Finish Grading: Hand rake to a uniformly smooth finished surface and to required elevations.

END OF SECTION 321816.13

SECTION 323119.53 - SINGLE SWING GATE

PART 1 - Part 1 GENERAL

1.1 SECTION INCLUDES

A. Requirements for 12' Single Swing Gate.

PART 2 - Part 2 PRODUCTS

2.1 GENERAL

A. All materials shall be galvanized steel or aluminum.

2.2 POSTS

- A. posts shall schedule 40, galvanized steel
- B. posts shall be set 4'2" above grade.
- C. Posts shall be buried at 36-inches into the ground.
- D. Posts shall have a 4" aluminum cap of the tops of the posts.

2.3 Barrier Arm

- A. posts shall schedule 40, galvanized steel
- B. posts shall be set 4'2" above grade.
- C. Posts shall be buried a 32-inches into the ground.

2.4 Hardware

- A. Hinges shall be Commercial grade, galvanized box hinges.
- B. Hinges shall be galvanized prior to welding to posts.
- C. Gate hold back shall be a Duckbill hold back as manufactured by Hoover Fence or approved equal.
- D. Hold back height shall be verified in the field.
- E. Locking post shall include a welded locking eye for a padlock.

PART 3 - Part 3 EXECUTION

3.1 LAYOUT OF WORK

- A. Swing gate post locations shall be approved by the owner's representative prior to installation.
- B. Swing gate shall be centered on the curb cut as shown in the plans.

3.2 INSTALLATION OF POSTS AND BARRIER ARM

- A. Posts shall be set plumb and true to line and grade.
- B. Posts require concrete footings.
- C. Post footings shall be constructed with 3000 psi concrete.
 - 1. Barrier arm shall be set true in height, line and parallel to the grade.

3.3 PAINTING OF SWING GATE

- A. The posts and barrier arm gate shall be painted.
- B. (1) One coat of primer
- C. (2) coats of black paint.

END OF SECTION 323119.53

SECTION 329119 - LANDSCAPE GRADING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Final grade topsoil for finish landscaping.
- B. Related Sections:
 - 1. Section 312213 Rough Grading: Site contouring.
 - 2. 329300 Plants

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Loam:

- 1. Basis of Measurement: By Cubic Yard (CY).
- 2. Basis of Payment: Includes excavating existing topsoil, supplying topsoil materials, stockpiling, preparing and scarifying substrate surface, placing where required, and rolling.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Submittal procedures
- B. Samples: Submit, in air-tight containers, 1 cup sample of loam to testing laboratory.
- C. Materials Source: Submit name of imported materials source.

1.4 QUALITY ASSURANCE

- A. Furnish each topsoil material from single source throughout the Work.
- B. Perform Work in accordance with RIDOT Standard Specifications for Road & Bridge Construction, latest edition .

PART 2 - PRODUCTS

2.1 MATERIAL

A. Topsoil: Fill Type S2 as specified in Section 329300.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify substrate base has been contoured and compacted.

3.2 PREPARATION

- A. Protect landscaping and other features remaining as final Work.
- B. Protect existing structures, sidewalks, utilities, paving, and curbs.

3.3 SUBSTRATE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, loose roots, branches, stones, in excess of 1/2 inch in size. Remove contaminated subsoil.
- C. Scarify surface to depth of 3 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.4 PLACING LOAM

- A. Place Loam in areas where planting is required. Minimum depth of 6", Place loam during dry weather
- B. Fine grade loam to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread loam close to plant material, and path to prevent damage.
- E. Roll placed loam.
- F. Remove surplus subsoil and loam from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 TOLERANCES

- A. Section 014000 Quality Requirements: Tolerances.
- B. Top of loam: Plus or minus 1/2 inch.

3.6 PROTECTION OF INSTALLED WORK

- A. Section 017000 Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Prohibit construction traffic over topsoil.

END OF SECTION 329119

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding.
 - 3. Turf renovation.

B. Related Requirements:

1. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. 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.
- D. 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.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

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

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of turf during a calendar year. Submit before expiration of required maintenance periods.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful turf establishment.
 - 1. Professional Membership: Installer shall be a member in good standing of either the National Association of Landscape Professionals or AmericanHort.
 - 2. Experience: Five years' experience in turf installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's shall have certification in one of the following categories from the National Association of Landscape Professionals:
 - a. Landscape Industry Certified Technician Exterior.
 - b. Landscape Industry Certified Lawn Care Manager.
 - c. Landscape Industry Certified Lawn Care Technician.
 - 5. Pesticide Applicator: State licensed, commercial.

1.8 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. Accompany each delivery of bulk materials with appropriate certificates.

1.9 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 15 May 31.
- 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: Seed of grass species as listed below for solar exposure, with not less than 85 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
- C. Grass-Seed Mix: Seed mix as follows:
 - 1. Mix A (Lawn Areas): 30% Improved Per. Rye 30% Turf Type Tall Fescue 30% Chewings Fescue 5% Creeping Red Fescue 5% Miniature or Dutch White Clover
 - a. Application Rate: 5-7 lbs per 1,000 sq ft
 - b. Products may be acquired from the following source (or approved equal): :
 - 1) Allen's Seed Store : 693 S County Trail Exeter, RI 02822 Phone: 401 294 2722
 - 2. Mix B (Sand Filter Basin Floor): 32% Hard Fescue (Festuca brevipila), 17% Sheep Fescue (Festuca ovina), 17% Chewings Fescue (Festuca rubra subs. fallax), 17% Red Fescue (Festuca rubra), 17% Creeping Red Fescue (Festuca rubra var. rubra)
 - a. Application Rate: 5 lbs per 1000 sq ft
 - b. Products may be acquired from the following source (or approved equal): Prairie Nursery, Inc. P.O. Box 306 Westfield, WI 53964 1-800-476-9453
 - c. Mow only twice (2x) per year once established

2.2 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

- 1. Composition: fertilizer to have a ratio of 18 Nitrogen (N) 24 Phosphorous (P) 12 Potassium (K)
- B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: fertilizer to have a ratio of 18 Nitrogen (N) 24 Phosphorous (P) 12 Potassium (K)

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.

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.
- 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.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, 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 fiber-mulch manufacturer's recommended 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 RENOVATION

- A. Renovate turf damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.
 - 1. Reestablish turf where settlement or washouts occur or where minor regrading is required.
 - 2. Install new planting soil as required.
- B. Remove sod and vegetation from diseased or unsatisfactory turf areas; do not bury in soil.
- C. Remove topsoil containing foreign materials, such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.
- D. Mow, dethatch, core aerate, and rake existing turf.
- E. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.
- F. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and turf, and legally dispose of them off Owner's property.

- G. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- H. Apply soil amendments and initial fertilizer required for establishing new turf and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
 - 1. Initial Fertilizer: Commercial fertilizer applied according to manufacturer's recommendations.
- I. Water newly planted areas and keep moist until new turf is established.

3.7 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 to a height of 1-1/2 to 2 inches.

3.8 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.

3.9 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents according to requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Nonselective): Apply only as necessary to treat already-germinated weeds and according to manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

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

3.11 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in "Turf Maintenance" Article. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
 - 1. Seeded Turf: 90 days from date of Substantial Completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

END OF SECTION 329200

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Plants.
 - 2. Tree stabilization.

B. Related Requirements:

- 1. Section 015639 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
- 2. Section 329119 "Landscape Grading" for preparation of planting beds.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- E. 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.
- F. Planting Area: Areas to be planted.

- G. 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" for drawing designations for planting soils.
- H. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- I. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- J. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- K. 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 COORDINATION

- A. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.
 - 1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
 - 2. Plant Photographs: Include color photographs in digital 3- by 5-inch print format of each required species and size of plant material as it will be furnished to Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis of standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Sample Warranty: For special warranty.

1.8 CLOSEOUT SUBMITTALS

1.9 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Experience: Five years' experience in landscape installation in addition to requirements in Section 014000 "Quality Requirements."
 - 3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 4. Personnel Certifications: Installer's field supervisor or personnel assigned to the Work shall have certification in one or all of the following categories from the Professional Landcare Network:
 - a. Landscape Industry Certified Technician Exterior.
 - b. Landscape Industry Certified Interior.
 - c. Landscape Industry Certified Horticultural Technician.
 - 5. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
 - 1. Selection of plants purchased under allowances is made by Architect, who tags plants at their place of growth before they are prepared for transplanting.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.
 - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject

unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Architect of sources of planting materials seven days in advance of delivery to site.

1.10 DELIVERY, STORAGE, AND HANDLING

A. 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 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. Accompany each delivery of bulk materials with appropriate certificates.
- C. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- E. Handle planting stock by root ball.
- F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.
- G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.
- Deliver plants after preparations for planting have been completed, and install immediately. If
 planting is delayed more than six hours after delivery, set plants and trees in their appropriate
 aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots
 moist.

- 1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
- 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
- 3. Do not remove container-grown stock from containers before time of planting.
- 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.11 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 15 May 31 Fall Planting Sept 15 October 31
- C. 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 and warranty requirements.

1.12 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization edgings and tree grates.
 - d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 2. Warranty Periods: From date of planting completion .
 - a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - c. Annuals: Three months.
 - 3. Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.

d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 - 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 - 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.
- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood.
 - 2. Size Range: 3 inches minimum. .
 - 3. Color: Natural. No color dyed mulch.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

- 1. Organic Matter Content: 50 to 60 percent of dry weight.
- 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.3 TREE-STABILIZATION MATERIALS

A. Root-Ball Stabilization Materials:

- 1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated; stakes pointed at one end.
- 2. Wood Screws: ASME B18.6.1.

2.4 MISCELLANEOUS PRODUCTS

- A. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.
- B. Tree Watering Bag: provide each tree with a ARBORRAIN TOWER TREE AND PLANT HYDRATOR by AM Leonard (or Approved Equal) following planting. Contractor is responsible for filling bag when it becomes empty for during active growing seasons for 1 year following substantial completion.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and 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. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. 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
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soilbearing water runoff or airborne dust to adjacent properties and walkways.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation." Section 329115 "Soil Preparation (Performance Specification)."
- B. Placing Planting Soil: Place and mix planting soil in-place over exposed subgrade Place manufactured planting soil over exposed subgrade Blend planting soil in place.
- C. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.
- D. Application of Mycorrhizal Fungi: At time directed by Architect, broadcast dry product uniformly over prepared soil at application rate according to manufacturer's written recommendations .

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter for stock.
 - 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 - 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - 5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 - 6. Maintain supervision of excavations during working hours.
 - 7. Keep excavations covered or otherwise protected overnight, after working hours, and when unattended by Installer's personnel.
 - 8. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.

- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. and Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
 - 1. Upright Staking and Tying: Stake trees of 2- through 5-inch caliper. Stake trees of less than 2-inch caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches below bottom of backfilled excavation and to extend to the dimension indicated on Drawings above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.
 - 2. Upright Staking and Tying: Stake trees with two stakes for trees up to 12 feet high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 - 3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
 - 4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
- B. Trunk Stabilization by Staking and Guying: Install trunk stabilization as follows unless otherwise indicated on Drawings. Stake and guy trees more than 14 feet in height and more than 3 inches in caliper unless otherwise indicated.
 - 1. Site-Fabricated, Staking-and-Guying Method: Install no fewer than three guys spaced equally around tree.
 - a. Securely attach guys to stakes 30 inches long, driven to grade. Adjust spacing to avoid penetrating root balls or root masses. Provide turnbuckle for each guy wire and tighten securely.
 - b. For trees more than 6 inches in caliper, anchor guys to wood deadmen buried at least 36 inches below grade. Provide turnbuckle for each guy wire and tighten securely.
 - c. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
 - d. Support trees with guy cable or multiple strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
 - e. Attach flags to each guy wire, 30 inches above finish grade.
 - f. Paint turnbuckles with luminescent white paint.
 - 2. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.
- C. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.

- 1. Wood Hold-Down Method: Place vertical stakes against side of root ball and drive them into subsoil; place horizontal wood hold-down stake across top of root ball and screw at each end to one of the vertical stakes.
 - a. Install stakes of length required to penetrate at least to the dimension indicated on Drawings below bottom of backfilled excavation. Saw stakes off at horizontal stake.
 - b. Install screws through horizontal hold-down and penetrating at least 1 inch into stakes. Predrill holes if necessary to prevent splitting wood.
 - c. Install second set of stakes on other side of root trunk for larger trees.
- 2. Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.
- D. Palm Bracing: Install bracing system at three or more places equally spaced around perimeter of trunk to secure each palm until established unless otherwise indicated.
 - 1. Site-Fabricated Palm-Bracing Method:
 - a. Place battens over padding and secure battens in place around trunk perimeter with at least two straps, tightened to prevent displacement. Ensure that straps do not contact trunk.
 - b. Place diagonal braces and cut to length. Secure upper ends of diagonal braces with galvanized nails into battens or into nail-attached blocks on battens. Do not drive nails, screws, or other securing devices into palm trunk; do not penetrate palm trunk in any fashion. Secure lower ends of diagonal braces with stakes driven into ground to prevent outward slippage of braces.
 - 2. Proprietary Palm-Bracing Device: Install palm-bracing system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.8 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated on Drawings in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.9 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees and Treelike Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 12-inch radius around trunks or stems. Do not place mulch within 6 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 3-inch average thickness of organic mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.
 - 3. Mineral Mulch in Planting Areas: Apply 3-inch average thickness of mineral mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.10 EDGING INSTALLATION

A. Shovel-Cut Edging: Separate mulched areas from turf areas, curbs, and paving with a 45-degree, 4- to 6-inch- deep, shovel-cut edge as indicated on Drawings.

3.11 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.
- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.12 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Architect.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Architect.

3.13 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. 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. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.
- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

END OF SECTION 329300

SECTION 347113.26 - WOODEN GUARDRAIL

PART 1 - Part 1 GENERAL

1.1 1.1 SECTION INCLUDES

A. A. Requirements for wooden guardrail.

PART 2 - Part 2 PRODUCTS

2.1 2.1 GENERAL

A. All wood materials shall be select structural grade Southern Yellow Pine or Douglas Fir. All wood shall be treated with full cell process pressure treatment, or wood of a natural resistance to decay. Materials shall be free from loose knots, cracks, and other imperfections.

2.2 RAILS

A. Rails shall be 4"x8" pressure treated wood

2.3 POSTS

- A. posts shall be 6-inches square pressure treated wood.
- B. posts shall be approximately 28-inches in height above finished grade.
- C. Posts shall be buried a minimum 36-inches.

2.4 Hardware

- A. Guardrail hardware shall be 5/8" dia. galvanized 12" carriage bolts
- B. 5/8" dia. galvanized lock washers.

PART 3 - Part 3 EXECUTION

3.1 LAYOUT OF WORK

A. Guardrail post locations shall be approved by owner's representative prior to installation.

3.2 INSTALLATION OF POSTS

- A. Posts shall be set plumb and set true to line and grade.
- B. Posts do not require concrete footings.

3.3 INSTALLATION OF GUARDRAIL

- A. Rails shall be fastened to the posts using 5/8" dia. galvanized 12" carriage bolts with lock washers on each end.
- B. Counter sink carriage bolts to be flush with the post and rail.
- C. Rails shall be set perpendicular to the guardrail posts 8" from the top of the guardrail post.

END OF SECTION 347113.26

"General Decision Number: RI20220001 09/09/2022

Superseded General Decision Number: RI20210001

State: Rhode Island

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

Highway

Counties: Rhode Island Statewide.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- all covered workers at least \$15.00 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 2022.

If the contract was awarded on . or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification N	Number	Publication	Date
0		01/07/2022	
1		01/21/2022	
2		02/18/2022	
3		02/25/2022	
4		04/01/2022	
5		05/06/2022	
6		05/27/2022	
7		06/03/2022	
8		06/24/2022	
9		08/26/2022	
10		09/09/2022	

ASBE0006-006 06/01/2022

HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)\$ 38.30	25.55
ASBE0006-008 09/01/2021	

Rates

Rates

Fringes

Fringes Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems.\$ 45.00 32.89 BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER	\$ 45.87	29.02

BRRI0003-001 06/01/2020		
	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Cleaner	\$ 42.55	28.02
BRRI0003-002 03/01/2020		
	Rates	Fringes
Marble Setter, Terrazzo		
Worker & Tile Setter	\$ 40.78	28.92
BRRI0003-003 03/01/2020		
	Rates	Fringes
Marble, Tile & Terrazzo		
Finisher	\$ 34.10	27.88
CARP0330-001 06/05/2022		
	Rates	Fringes
CARPENTER (Includes Soft		
Floor Layer)	\$ 41.46	28.82
Diver Tender	•	28.66
DIVER		28.82
Piledriver	\$ 39./2	28.66

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.

28.82

WELDER....\$ 42.46

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

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

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

	Rates	Fringes
MILLWRIGHT	\$ 39.07	29.15
ELEC0099-002 06/01/2022		
	Rates	Fringes
ELECTRICIAN Teledata System Installer		
FOOTNOTES:		
Work of a hazardous nature, or ft. or more from the floor, ex OSHA-approved lifts: 20% per h	xcept when w	vorking
Work in tunnels below ground 1 20% per hour additional.		
ELEV0039-001 01/01/2022		
	Rates	Fringes
ELEVATOR MECHANIC	\$ 56.91	36.885+a+b
FOOTNOTES:		
A. PAID HOLIDAYS: New Years Day; Labor Day; Veterans' Day after Thanksgiving Day; and Ch	; Thanksgiv:	ing Day; the Friday
B. Employer contributes 8% bas more of service of 6% basic ho years of service as vacation p	ourly rate	
ENGI0057-001 06/01/2022		
	Rates	Fringes
Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work) GROUP 1	•	29.25+a 29.25+a
GROUP 3	\$ 37.17	29.25+a 29.25+a

a. BOOM LENGTHS, INCLUDING JIBS:

```
150 feet and over + $ 2.00

180 feet and over + $ 3.00

210 feet and over + $ 4.00

240 feet and over + $ 5.00

270 feet and over + $ 7.00

300 feet and over + $ 8.00

350 feet and over + $ 9.00

400 feet and over + $ 10.00
```

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding

machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

Rates

Fringes

ENGI0057-002 05/01/2022

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utlity engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

ENGI0057-003 06/01/2022

BUILDING CONSTRUCTION

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

a.BOOM LENTHS, INCLUDING JIBS:

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

a. 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 09/16/2021

	Rates	Fringes
IRONWORKER	\$ 38.21	30.58

LABO0271-001 05/30/2021

BUILDING CONSTRUCTION

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

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LAB00271-002 05/30/2021

HEAVY AND HIGHWAY CONSTRUCTION

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

LABORER CLASSIFICATIONS

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

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

GROUP 3: Air track drill operator; Hydraulic and similar

powered drills; Brick paver; Block paver; Rammer and curb setter; Powderperson and blaster

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

PAIN0011-005 06/01/2021

	Rates	Fringes	
AINTER Brush and Roller Epoxy, Tanks, Towers, Swing Stage & Structural	\$ 36.42	22.90	
SteelSpray, Sand & Water	\$ 38.42	22.90	
Blasting Taper Wall Coverer	\$ 37.17	22.90 22.90 22.90	

	Rates	Fringes
GLAZIER	.\$ 40.78	23.40
FOOTNOTES:		
SWING STAGE: \$1.00 per hour addi-	tional.	
PAID HOLIDAYS: Labor Day & Chris	tmas Day.	
PAIN0011-011 06/01/2022		
	Rates	Fringes
Painter (Bridge Work)	.\$ 55.00	23.75
PAIN0035-008 06/01/2011		
	Rates	Fringes
Sign Painter		13.72
PLAS0040-001 06/03/2019		
BUILDING CONSTRUCTION		
	Rates	Fringes
		11211863
CEMENT MASON/CONCRETE FINISHER		-
CEMENT MASON/CONCRETE FINISHER FOOTNOTE: Cement Mason: Work or 3 planks width and which is 20 and any offset structure: \$.30	.\$ 36.00 n free swing or more fee	27.15 ging scaffolds under et above ground
FOOTNOTE: Cement Mason: Work on a planks width and which is 20 and any offset structure: \$.30	.\$ 36.00 n free swing or more fee	27.15 ging scaffolds under et above ground dditional.
FOOTNOTE: Cement Mason: Work on 3 planks width and which is 20 and any offset structure: \$.30	.\$ 36.00 n free swing or more fee per hour ac	27.15 ging scaffolds under et above ground dditional.
FOOTNOTE: Cement Mason: Work on 3 planks width and which is 20 and any offset structure: \$.30	.\$ 36.00 n free swing or more fee per hour ac	27.15 ging scaffolds under et above ground dditional.
FOOTNOTE: Cement Mason: Work on 3 planks width and which is 20 and any offset structure: \$.30	.\$ 36.00 n free swing or more fee per hour actes	27.15 ging scaffolds under et above ground dditional.
FOOTNOTE: Cement Mason: Work on 3 planks width and which is 20 and any offset structure: \$.30 PLAS0040-002 07/01/2019 HEAVY AND HIGHWAY CONSTRUCTION	.\$ 36.00 n free swing or more fee per hour actes	27.15 ging scaffolds under et above ground dditional. Fringes
FOOTNOTE: Cement Mason: Work of 3 planks width and which is 20 and any offset structure: \$.30 PLAS0040-002 07/01/2019 HEAVY AND HIGHWAY CONSTRUCTION CEMENT MASON/CONCRETE FINISHER	.\$ 36.00 n free swing or more fee per hour actes	27.15 ging scaffolds under et above ground dditional. Fringes
FOOTNOTE: Cement Mason: Work of 3 planks width and which is 20 and any offset structure: \$.30 PLAS0040-002 07/01/2019 HEAVY AND HIGHWAY CONSTRUCTION CEMENT MASON/CONCRETE FINISHER	.\$ 36.00 In free swing or more fee per hour acces Rates Rates Rates	27.15 ging scaffolds under et above ground dditional. Fringes 22.20
FOOTNOTE: Cement Mason: Work of 3 planks width and which is 20 and any offset structure: \$.30 PLAS0040-002 07/01/2019 HEAVY AND HIGHWAY CONSTRUCTION CEMENT MASON/CONCRETE FINISHER PLAS0040-003 07/01/2019	.\$ 36.00 In free swing or more fee per hour acces Rates Rates Rates	27.15 ging scaffolds under et above ground dditional. Fringes 22.20 Fringes
FOOTNOTE: Cement Mason: Work on 3 planks width and which is 20 and any offset structure: \$.30 PLAS0040-002 07/01/2019 HEAVY AND HIGHWAY CONSTRUCTION CEMENT MASON/CONCRETE FINISHER PLAS0040-003 07/01/2019 PLASTERER	.\$ 36.00 In free swing or more fee per hour acces Rates Rates Rates	27.15 ging scaffolds under et above ground dditional. Fringes 22.20 Fringes

ROOF0033-004 06/01/2022		
	Rates	Fringes
ROOFER	\$ 42.23	29.00
SFRI0669-001 04/01/2022		
	Rates	Fringes
SPRINKLER FITTER	\$ 47.55	29.38
SHEE0017-002 12/01/2020		
	Rates	Fringes
Sheet Metal Worker	\$ 38.58	36.73
TEAM0251-001 05/01/2022		
HEAVY AND HIGHWAY CONSTRUCTION	I	

Plumbers and Pipefitters.....\$ 47.89

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

FOOTNOTES:

- A. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, plus Presidents' Day, Columbus Day, Veteran's Day & V-J Day, providing the employee has worked at least one day in the calendar week in which the holiday falls.
- B. Employee who has been on the payroll for 1 year or more but less than 5 years and has worked 150 Days during the last year of employment shall receive 1 week's paid vacation; 5 to 10 years - 2 weeks' paid vacation; 10 or more years - 3 week's paid vacation.
- C. Employees on the seniority list shall be paid a one hundred dollar (\$100.00) bonus for every four hundred (400)

hours worked, up to a maximum of five hundred dollars (\$500.00)

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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

https://www.dol.gov/agencies/whd/government-contracts.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

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

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

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

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

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

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

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

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

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

END OF GENERAL DECISIO"

PARK IMPROVEMENTS AT FATHER LENNON

HONORABLE JORGE O. ELORZA, MAYOR

WENDY NILSSON, SUPERINTENDENT OF PARKS KATHERINE KERWIN CITY COUNCILWOMAN



PROVIDENCE PARKS DEPARTMENT DALRYMPLE BOATHOUSE

ROGER WILLIAMS PARK PROVIDENCE, RI 02907

PROVIDENCE PARKS DEPARTMENT, ALL RIGHTS RESERVED 2022.

INVALID AND UNUSABLE

REVISION

- 4. ALL LAYOUTS FOR WALKS, PATHS AND BERMS SHALL BE ADEQUATELY STAKED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.

I. ALL LINES AND DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO THE LINES

2. STORAGE AREAS FOR CONTRACTOR'S EQUIPMENT AND MATERIALS SHALL BE ON

3. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS IN THE FIELD AND REPORT

ANY DISCREPANCIES IN THE PLAN TO THE OWNER'S REPRESENTATIVE PRIOR TO

AND WITHIN LIMITS OF WORK AS SHOWN ON THE PLANS AND AS APPROVED BY

FROM WHICH THEY ARE MEASURED UNLESS OTHERWISE INDICATED.

- 5. EWF (ENGINEERED WOOD FIBER MULCH) TO BE I 2" DEPTH WITHIN PLAY EQUIPMENT USE ZONE, 4" DEPTH OUTSIDE PLAY EQUIPMENT USE ZONE.
- 6. ALL SITE FURNISHINGS, BOULDERS, AND PLAYGROUND EQUIPMENT PLACEMENT TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- 7. THERE SHALL BE NO GAPS GREATER THAN I" WHERE PROPOSED FENCE POSTS MEETS EXISTING FENCE POSTS.
- 8. ALL DISTURBED TURF AREAS ARE TO BE LOAMED AND SEEDED.

EROSION & SEDIMENT CONTROL NOTES

- THE SITE CONSTRUCTION FOREMAN SHALL BE DESIGNATED AS THE ON-SITE PERSONNEL RESPONSIBLE FOR THE DAILY INSPECTION AND MAINTENANCE OF ALL ESC MEASURES AND SHALL IMPLEMENT ALL NECESSARY MEASURES TO CONTROL EROSION AND PREVENT SEDIMENT FROM LEAVING THE SITE.
- 2. THE CONTRACTOR SHALL INSTALL ALL ESC MEASURES AS SHOWN ON THE DESIGN PLANS AND AS DETERMINED NECESSARY IN THE FIELD BY LANDSCAPE ARCHITECT BEFORE ANY CONSTRUCTION ACTIVITIES ARE TO BEGIN. THESE MEASURES SHALL BE CHECKED, MAINTAINED/REPLACED AS NECESSARY DURING THE ENTIRE CONSTRUCTION PERIOD OF THE PROJECT. SUCH MEASURES SHALL REPRESENT THE LIMIT OF WORK. WORKERS SHALL BE INFORMED THAT NO CONSTRUCTION ACTIVITY IS TO OCCUR BEYOND THE LIMIT OF WORK AT ANY TIME THROUGH THE CONSTRUCTION PERIOD.
- 3. A MINIMUM SURPLUS OF 100 FEET OF EROSION CONTROL BARRIER (SILT FENCE \$ / OR SILT SOCK) SHALL BE STOCKPILED ONSITE AT ALL TIMES.
- 4. THE CONTRACTOR SHALL PROTECT THE ADJACENT AREA FROM SEDIMENTATION DURING PROJECT CONSTRUCTION EXIT TO BE REPLACED/CLEANED AS NEEDED TO MAINTAIN ITS EFFECTIVENESS.
- 5. A CONSTRUCTION EXIT SHALL BE CONSTRUCTED TO SHED DIRT FROM CONSTRUCTION VEHICLE TIRES. THE CONSTRUCTION EXIT SHALL BE REPLACED/CLEANED AS NEEDED TO MAINTAIN ITS EFFECTIVENESS.
- THE LIMIT OF ALL CLEARING, GRADING AND DISTURBANCES SHALL BE KEPT TO A MINIMUM WITHIN THE PROPOSED AREA OF CONSTRUCTION. THE CONTRACTOR SHALL PHASE THE SITE WORK IN A MANNER TO MINIMIZE AREAS OF EXPOSED SOI
- 7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MONITOR LOCAL WEATHER REPORTS DURING CONSTRUCTION AND PRIOR TO SCHEDULING EARTHMOVING OR OTHER CONSTRUCTION ACTIVITIES WHICH WILL LEAVE LARGE DISTURBED AREAS UNSTABILIZED. IF INCLEMENT WEATHER IS PREDICTED. THE CONTRACTOR SHALL USE THEIR BEST PROFESSIONAL JUDGEMENT AND SHALL BE RESPONSIBLE FOR ENSURING THAT NECESSARY EROSION CONTROL DEVICES ARE INSTALLED AND FUNCTIONING PROPERLY TO MINIMIZE EROSION FROM ANY IMPENDING WEATHER EVENTS.
- 8. SOIL ESC MEASURES SHALL BE INSPECTED AND MAINTAINED ON A WEEKLY BASIS AND AFTER EACH RAINFALL EVENT OF 0.25 INCH OR GREATER DURING CONSTRUCTION TO ENSURE THAT THE ESC MEASURES ARE INTACT AND FUNCTIONING PROPERLY. IDENTIFIED DEFICIENCIES SHALL BE CORRECTED IMMEDIATELY NO LATER THAN 24 HOURS AFTER IDENTIFICATION.
- 9. SOIL STOCKPILES LEFT OVERNIGHT SHALL BE SURROUNDED ON THEIR PERIMETERS WITH SILT SOCK.
- 10. DISTURBED AREAS AND SLOPES SHALL NOT BE LEFT UNATTENDED OR EXPOSED FOR EXCESSIVE PERIODS OF TIME SUCH AS THE INACTIVE WINTER SEASON. THE CONTRACTOR SHOULD PROVIDE APPROPRIATE STABILIZATION PRACTICES ON ALL DISTURBED AREAS AS SOON AS POSSIBLE BUT NOT MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT AREA HAS TEMPORARILY OR PERMANENTLY CEASED. TEMPORARY AREAS HAVING A SLOPE GREATER THAN 3:1 SHALL BE REINFORCED WITH EROSION BLANKETS OR APPROVED EQUAL UNTIL THE SITE IS PROPERLY STABILIZED. TEMPORARY SWALES MAY ALSO BE REQUIRED IF DETERMINED NECESSARY IN THE FIELD BY THE LANDSCAPE ARCHITECT.
- II. THE CONTRACTOR SHALL INSTALL A SILT SACK IN EACH EXISTING CATCH BASIN RECEIVING RUNOFF FROM THE SITE SHOWN IN THE DRAWINGS. THESE ARE TO BE INSPECTED AFTER EACH SIGNIFICANT STORM EVENT AND REMOVED AND EMPTIED AS NEEDED.
- 12. THE CONTRACTOR SHALL CONTAIN ALL SEDIMENT ONSITE. ALL EXITS FROM THE SITE WILL BE SWEPT AS NECESSARY INCLUDING ANY SEDIMENT TRACKING. PAVED AREAS SHALL BE SWEPT AS NEEDED TO REMOVE SEDIMENT AND POTENTIAL POLLUTANTS WHICH MAY ACCUMULATE DURING SITE WORK.
- 13. ACCUMULATED SEDIMENT SHALL BE REMOVED FROM ALL ESC MEASURES AND DISPOSED OF IN A PRE-APPROVED LOCATION BY THE CONTRACTOR.
- 14. PROPER MEASURES SHALL BE IMPLEMENTED BY THE CONTRACTOR IF DEWATERING IS NECESSARY DURING CONSTRUCTION. THESE MEASURES SHALL INCLUDE DEWATERING BAGS, TEMPORARY STRAWBALES, SILT FENCES, SILT SOCK AND/OR OTHER APPROVED DEVICES. THE DEWATERING SETUP SHALL BE APPROVED BY THE
- 15. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS AS NECESSARY.
- I.G. THE CONTRACTOR IS RESPONSIBLE FOR THE INSPECTION AND MAINTENANCE OF DURING CONSTRUCTION. ANY SEDIMENT OR DEBRIS COLLECTED WITHIN THESE FACILITIES FROM THE PROJECT WORK SHALL BE REMOVED PRIOR TO OWNER'S ACCEPTANCE.

DEMOLITION PLAN NOTES

- I. ALL SITE PREPARATION NECESSARY TO COMPLETE THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH PROVIDENCE PARKS DEPARTMENT STAFF TO DEVELOP A SUITABLE DEMOLITION PLAN. WHICH WILL MINIMIZE PARK DISTURBANCE AND ALLOW ALL FACILITIES TO REMAIN IN OPERATION DURING THE ENTIRETY OF CONSTRUCTION.
- UNLESS OTHERWISE NOTED. THE CONTRACTOR IS RESPONSIBLE FOR THE RELOCATION, DEMOLITION, REMOVAL AND DISPOSAL, IN A LOCATION APPROVED BY ALL GOVERNING AUTHORITIES, OF ALL EXISTING SITE ELEMENTS AND STRUCTURES INCLUDING BUT NOT LIMITED TO BITUMINOUS CONCRETE, CEMENT CONCRETE, GRAVEL, CURBS, WALKWAYS, SIDEWALKS, BERMS, FENCES. BOLLARDS, POSTS, PLANTING BEDS, TREES, SHRUBS, UTILITIES, DRAINAGE STRUCTURES AND ALL OTHER STRUCTURES SHOWN WITHIN THE LIMITS, AND WHERE NEEDED, TO ALLOW FOR NEW CONSTRUCTION. ALL ELEMENTS TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER SPECIFICATIONS.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A PROPER AND LEGAL MANNER.
- 5. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND.OR ELEVATION OF EXISTING UTILITIES AND STRUCTURES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF VARIOUS UTILITY COMPANIES, AND WHEREVER POSSIBLE. MEASUREMENTS TAKEN IN THE FIELD. THIS INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR MUST CONTACT THE APPROPRIATE UTILITY COMPANY, ANY GOVERNING PERMITTING AUTHORITY IN THE CITY, AND "DIGSAFE" (1-800-344-7233) AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION WORK IN PREVIOUSLY UNALTERED AREAS TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RESOLVE CONFLICTS BETWEEN THE PROPOSED UTILITIES AND FIELD-LOCATED UTILITIES AND SHALL REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT IMMEDIATELY. THE OWNER ASSUMES NO RESPONSIBILITY FOR DAMAGES INCURRED AS A RESULT OF UTILITIES OMITTED, INCOMPLETELY OR INACCURATELY SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCURATE RECORDS OF THE LOCATION AND ELEVATION OF ALL WORK INSTALLED AND EXISTING UTILITIES FOUND DURING CONSTRUCTION FOR THE PREPARATION OF THE AS-BUILT PLAN.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL EXISTING UTILITIES IN WORKING ORDER AND FREE FROM DAMAGE DURING THE ENTIRE DURATION OF THE PROJECT. ALL COST RELATED TO THE REPAIR OF UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. EXCAVATION REQUIRED WITHIN THE PROXIMITY OF EXISTING UTILITY LINES SHALL BE DONE BY HAND. CONTRACTOR SHALL REPAIR ANY DAMAGE TO EXISTING UTILITY LINE OR STRUCTURES INCURRED DURING CONSTRUCTION OPERATIONS AT NO COST TO THE OWNER.
- 7. THE CONTRACTOR SHALL MAINTAIN CONTINUOUS ACCESS AND OPERATION FOR SURROUNDING FACILITIES, AS DEEMED BY THE OWNER, AT ALL TIMES DURING DEMOLITION OF THE EXISTING FACILITIES.
- 8. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES AND TREE PROTECTIVE MEASURES ARE TO BE INSTALLED.

GRADING GENERAL NOTES

LAYOUT PLAN NOTES

THE OWNER'S REPRESENTATIVE.

STARTING WORK.

- 1. ALL CUT AND FILL SLOPES SHALL BE 4:1 OR LESS UNLESS OTHERWISE NOTED.
- 2. EXISTING GRADE CONTOUR INTERVALS ARE SHOWN AT 1 FOOT.
- 3. CONTRACTOR SHALL ADJUST AND/OR CUT EXISTING PAVEMENT AS NECESSARY TO ASSURE A SMOOTH FIT AND CONTINUOUS GRADE.
- 4. PROPOSED ELEVATIONS ARE SHOWN TO FINISH PAVEMENT OR GRADE UNLESS NOTED OTHERWISE.
- 5. ALL EARTHWORK AND SITE PREPARATION SHALL BE DONE IN STRICT ACCORDANCE WITH THE RECOMMENDATIONS OF ANY SUBSURFACE INVESTIGATION OR GEOTECHNICAL REPORTS PREPARED FOR THIS SITE.
- 6. DRAINAGE PIPING SHALL BE HIGH DENSITY POLYETHYLENE PIPE AND CONFORM TO AASHTO M294.
- 7. BACKFILL ADJACENT TO PIPES AND STRUCTURES SHALL BE OF TYPE AND QUALITY CONFORMING TO THAT SPECIFIED FOR THE ADJOINING FILL MATERIAL. BACKFILL SHALL BE PLACED IN HORIZONTAL LAYERS NOT TO EXCEED SIX INCHES IN THICKNESS AND COMPACTED TO A DENSITY OF 95% OF MAXIMUM DRY DENSITY WITH A MOISTURE CONTENT WITHIN ±2% OF OPTIMUM. ALL COMPACTION IS TO BE DETERMINED BY AASHTO METHOD T-99. TESTING OF BACKFILL MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 8. ALL WALKWAYS SLOPED AT 2% MAXIMUM, TYP.
- 9. SPRAY PARK PIPING IS DIAGRAMMATIC ONLY, NOT INTENDED TO REPRESENT PRECISE LOCATIONS.

SHEET SCHEDULE

SHEET #

L-I	COVER SHEET
L-2	EXISTING CONDITIONS & DEMOLITION PLAN
L-3	FENCING LAYOUT & MATERIALS PLAN
L-4	PLAYGROUND LAYOUT & MATERIALS PLAN
L-5	CONSTRUCTION DETAILS I

CONSTRUCTION DETAILS 2

ISSUED FOR BID 10/11/2022

Ш O \mathbf{C}

Δ

September 29, 2022		
NOT TO SCALE		
RAWN BY:	SHEET NO.	
CR	L-1	

1 OF 6

CHECKED/ PPROVED:

GENERAL CONSTRUCTION NOTES BASE INFORMATION OBTAINED FROM GOOGLE EARTH, GIS, AND GATES, LEIGHTON AND ASSOCIATES, INC. 2253 PAWTUCKET AVENUE, EAST PROVIDENCE 02914 AS DATED ON SEPT 21,1990 AT 1"=20' SCALE. ALL EXISTING CONDITIONS ARE TO BE CONSIDERED APPROXIMATE. NO REGISTERED SURVEY WAS OBTAINED FOR THE PRODUCTION OF THE EXISTING CONDITIONS PLAN. ANY ERRORS OR DISCREPANCIES ON THE DRAWINGS, SHOP DRAWINGS, AND DETAILS ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE BEFORE THE WORK HAS COMMENCED.

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

PROJECT LIMITS

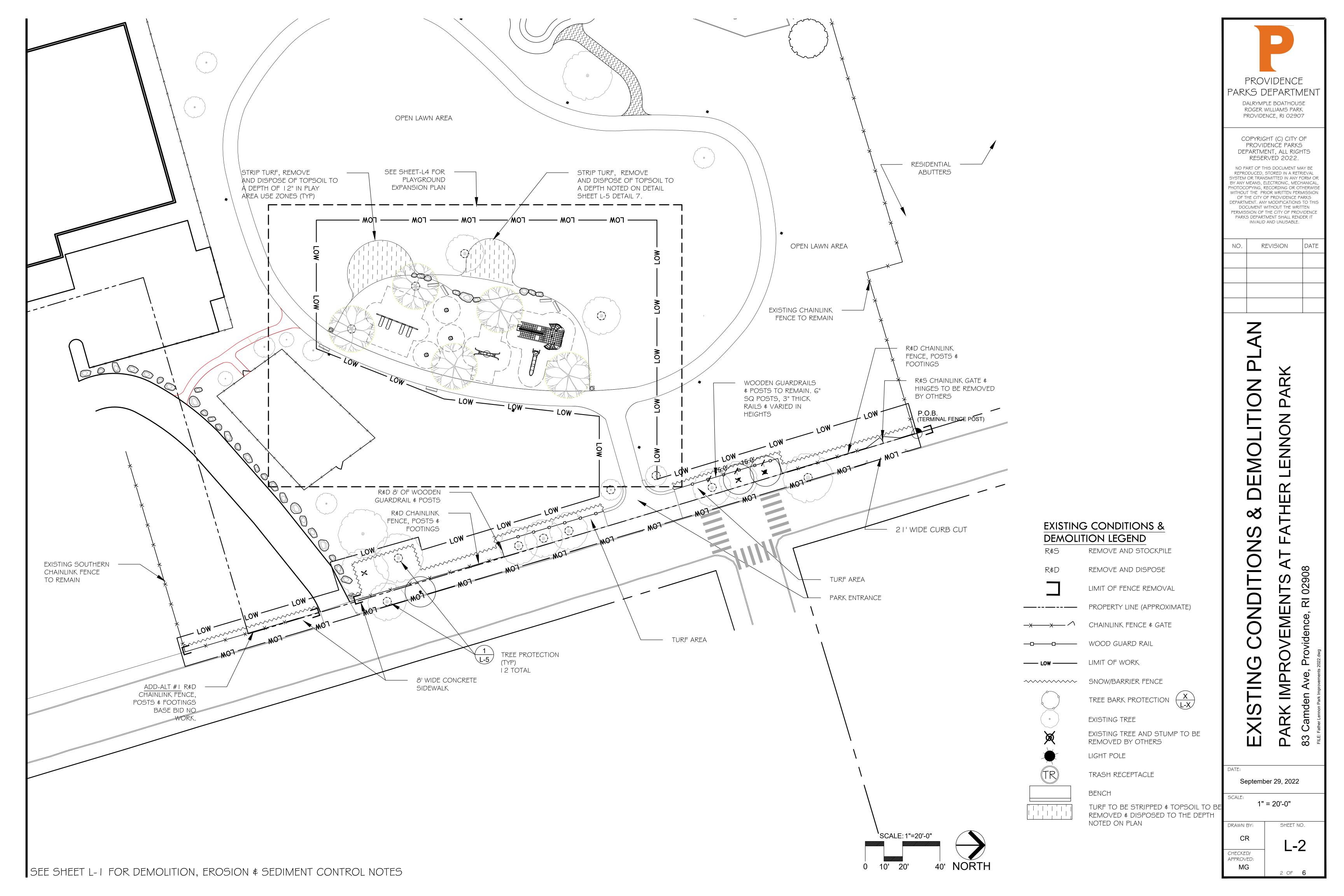
THE WORK.

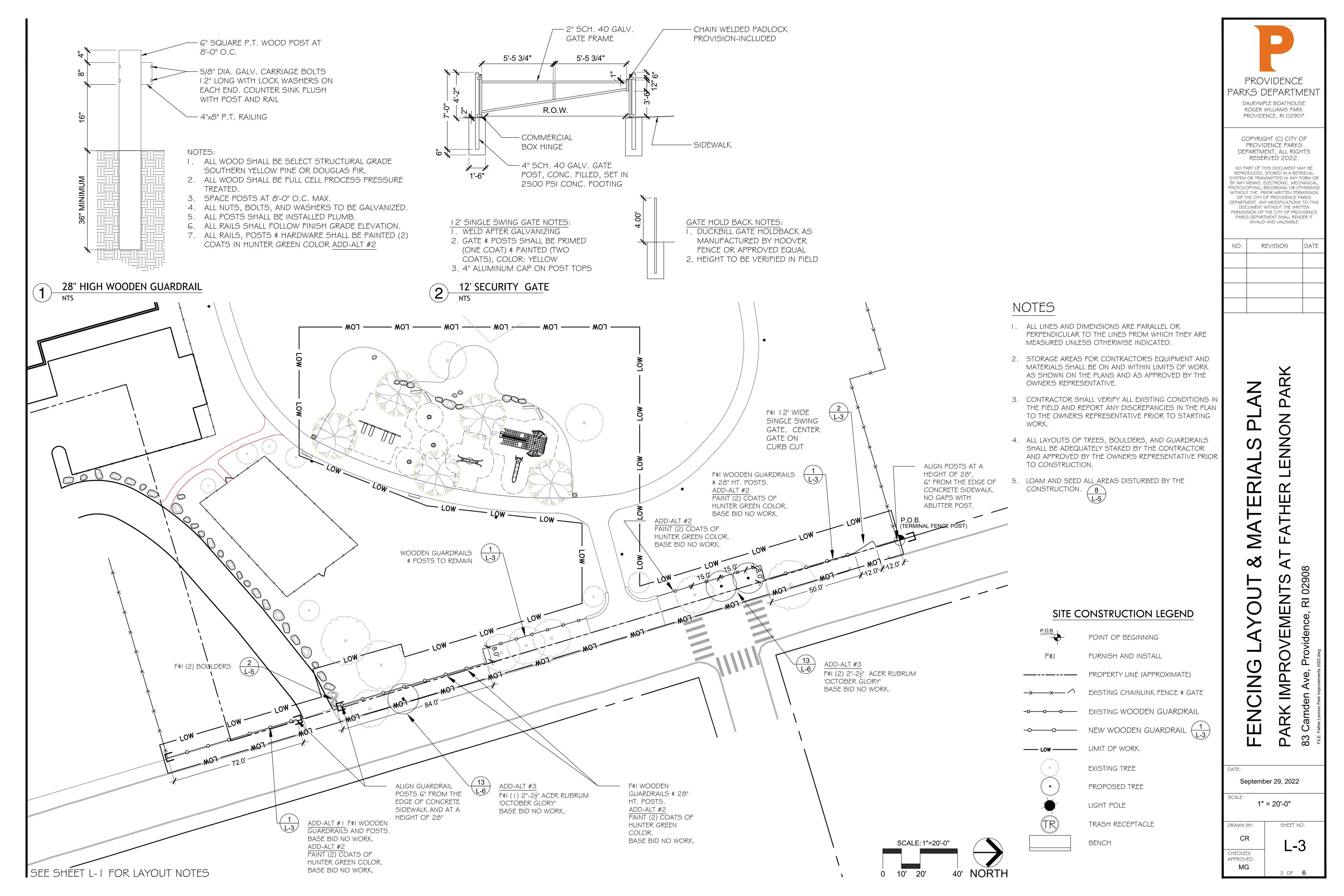
THEFT.

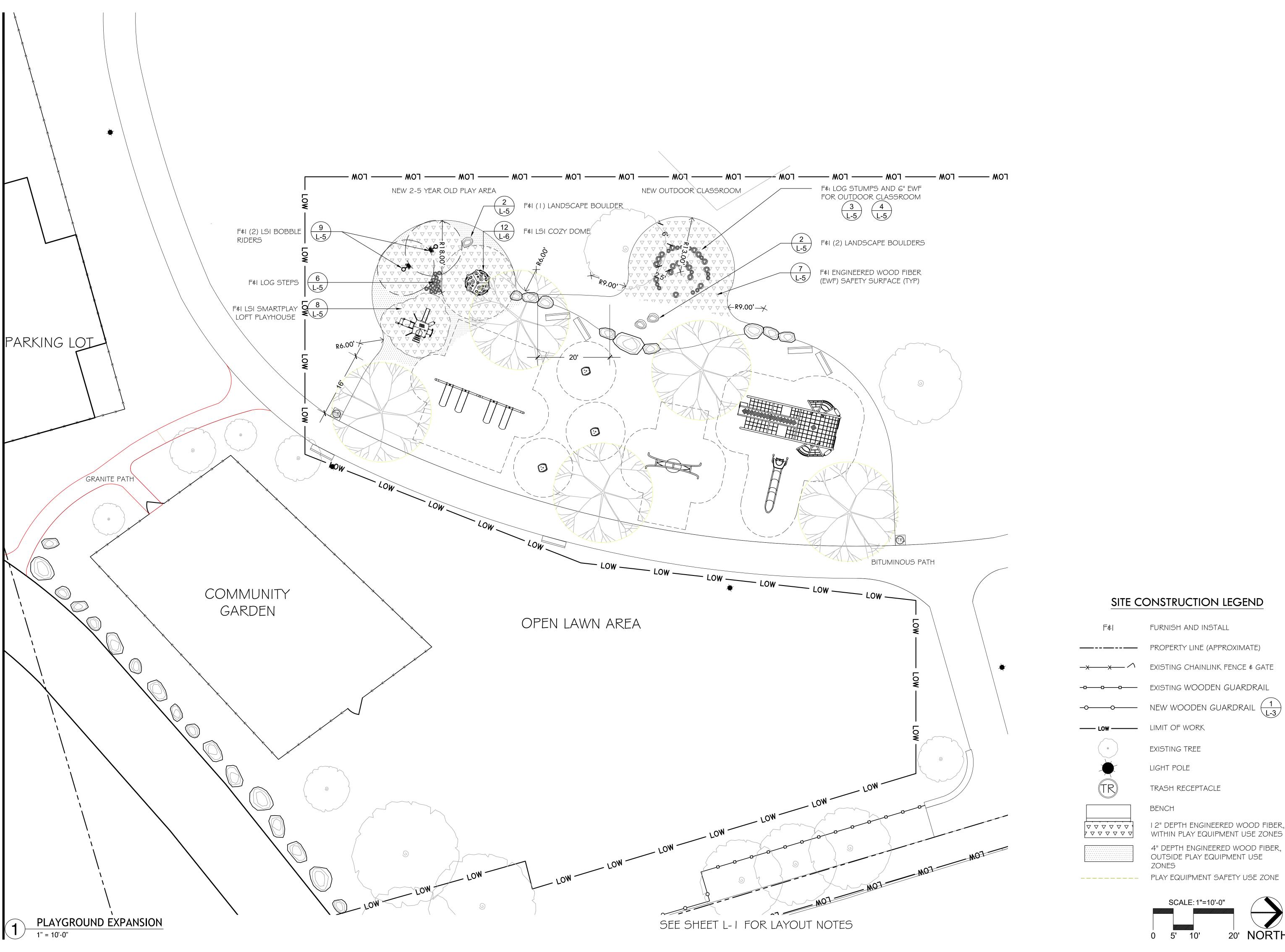
- 4. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE PRIOR TO DEMOLITION OR INSTALLATION OF ANY PORTION OF THE SITE WORK
- THE CONTRACTOR SHALL STAKE OUT ALL LAYOUTS OF PROPOSED WORK FOR APPROVAL BY THE OWNER'S REPRESENTATIVE PRIOR TO COMMENCING WORK,
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING ALL CONTROL POINTS AND BENCHMARKS DURING CONSTRUCTION INCLUDING BENCHMARK LOCATIONS AND ELEVATIONS AT CRITICAL AREAS. THE LOCATION OF ALL CONTROL POINTS AND BENCHMARKS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE.
- UNLESS OTHERWISE SPECIFIED ON THE PLANS AND DETAILS/SPECIFICATIONS. ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE MOST RECENT VERSION OF THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS (THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 2015 EDITION).
- 8. CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.
- 9. THE CONTRACTOR SHALL RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE. AREAS NOT DISTURBED BY CONSTRUCTION SHALL BE LEFT NATURAL. THE CONTRACTOR SHALL TAKE CARE TO PREVENT DAMAGE TO SHRUBS, TREES, AND OTHER LANDSCAPING OR NATURAL FEATURES, WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPING FEATURES. EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF
- IO. ALL UNPAVED AREAS DISTURBED BY THE WORK SHALL HAVE A MINIMUM OF 4-INCHES OF LOAM INSTALLED AND SEEDED WITH GRASS SEED AS SHOWN ON THE PLAN AND/OR DIRECTED BY THE LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING ANY LOAM AND SEEDED AREAS UNTIL LAWN GROWTH IS ESTABLISHED AND APPROVED BY THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.
- I. THE CONTRACTOR SHALL REGULARLY INSPECT THE PERIMETER OF THE PROPERTY TO CLEAN UP AND REMOVE ANY LOOSE CONSTRUCTION DEBRIS BEFORE IT LEAVES THE SITE. ALL DEMOLITION DEBRIS SHALL BE PROMPTLY REMOVED FROM THE SITE TO AN APPROVED DUMP SITE. ALL TRUCKS LEAVING THE SITE SHALL BE COVERED.
- 2. CONCRETE TRUCKS SHALL NOT BE WASHED ONSITE. ANY CEMENT OR CONCRETE DEBRIS LEFT IN THE DISTURBED AREA SHALL BE REMOVED BY HAND AT THE CONTRACTOR'S EXPENSE.
- 13. IF ANY DEVIATION OR ALTERATION OF THE WORK PROPOSED ON THESE DRAWINGS IS REQUIRED, THE CONTRACTOR IS TO IMMEDIATELY CONTACT AND COORDINATE WITH THE LANDSCAPE ARCHITECT AND THE OWNER'S REPRESENTATIVE. 14. AT THE END OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL CONSTRUCTION DEBRIS AND SURPLUS MATERIAL FROM THE SITE. A THOROUGH

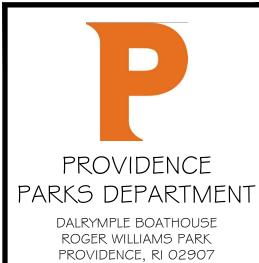
INSPECTION OF THE WORK PERIMETER IS TO BE MADE AND ALL DISCARDED

- MATERIALS, BLOWN OR WATER CARRIED DEBRIS, SHALL BE COLLECTED AND REMOVED FROM THE SITE. I 5. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE FOR THE SAFETY OF THE GENERAL PUBLIC AND TO PROTECT PROPERTY AGAINST VANDALISM AND
- I G. THE CONTRACTOR MUST OBTAIN ALL REQUIRED CITY, STATE AND FEDERAL PERMITS.
- 17. THE PROVIDENCE PARKS DEPARTMENT ASSUMES NO RESPONSIBILITY IF THE WORK IS NOT INSTALLED AS PER THE PLANS OR IF FIELD CHANGES ARE MADE WITHOUT THE KNOWLEDGE AND APPROVAL OF THE OWNER'S REPRESENTATIVE.







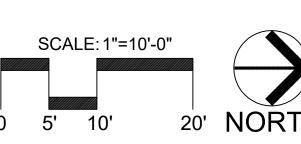


COPYRIGHT (C) CITY OF PROVIDENCE PARKS DEPARTMENT, ALL RIGHTS RESERVED 2022.

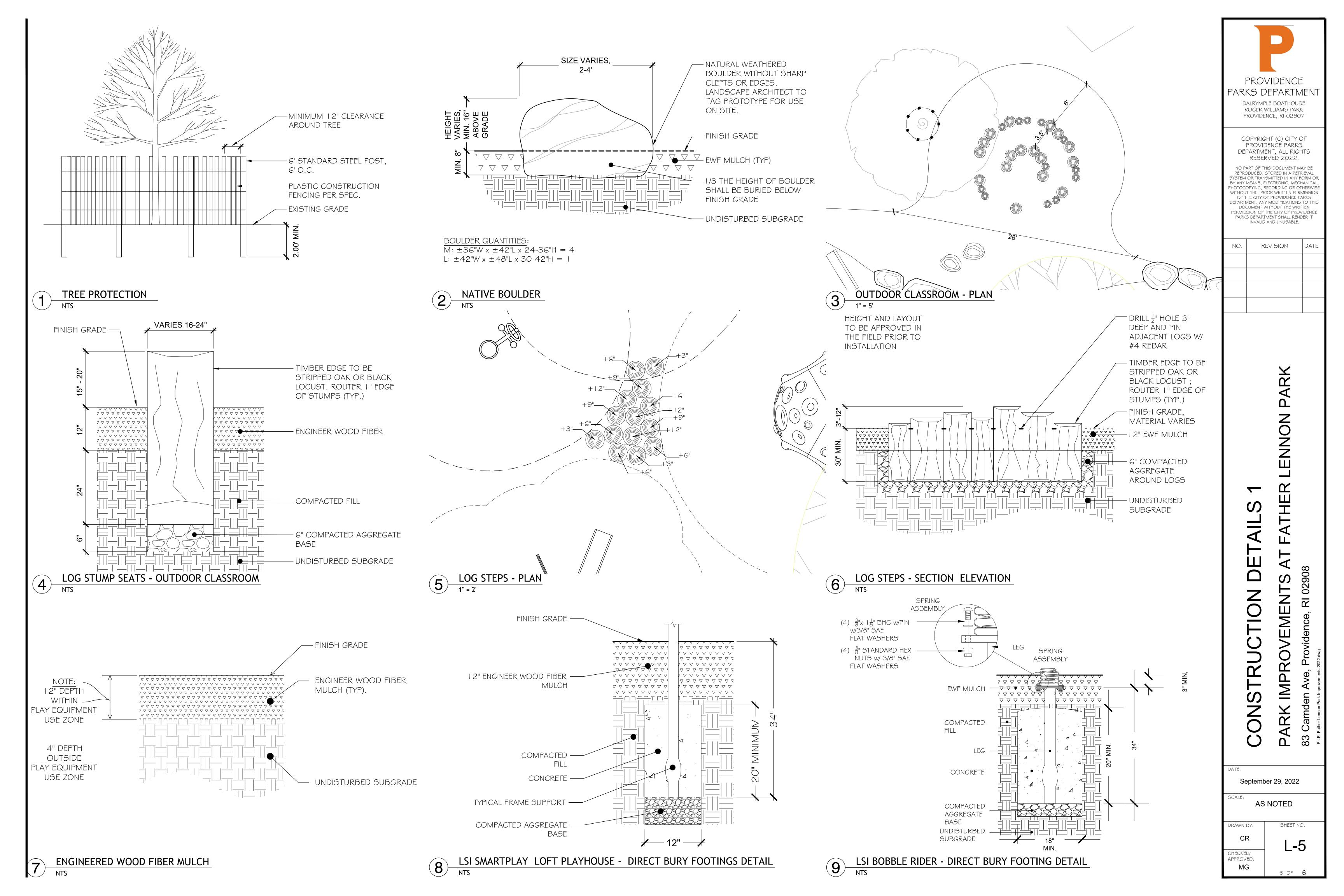
NO PART OF THIS DOCUMENT MAY BE REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC, MECHANICAL, PHOTOCOPYING, RECORDING OR OTHERWISE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF PROVIDENCE PARKS DEPARTMENT. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE CITY OF PROVIDENCE

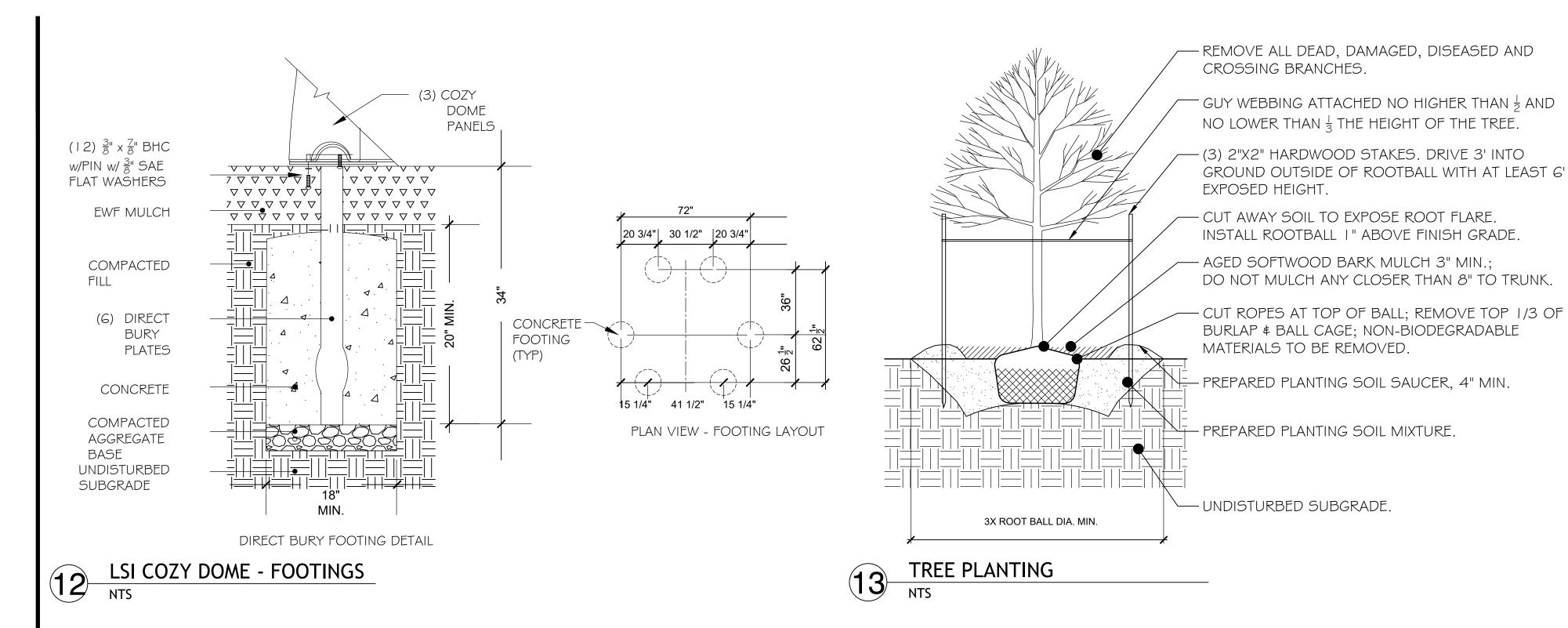
PARKS DEPARTMENT SHALL RENDER IT
INVALID AND UNUSABLE. REVISION

— ✓ EXISTING CHAINLINK FENCE \$ GATE EXISTING WOODEN GUARDRAIL NEW WOODEN GUARDRAIL $\begin{pmatrix} 1 \\ L-3 \end{pmatrix}$



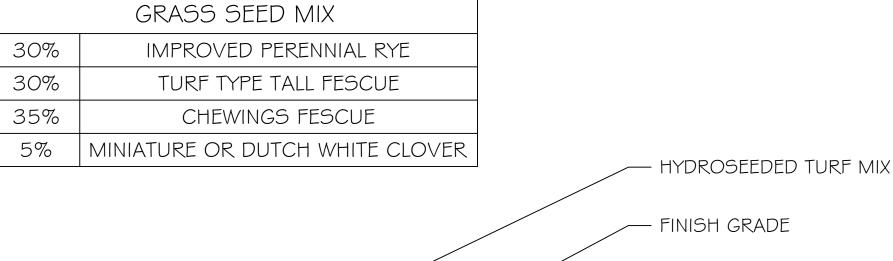
September 29, 2022 1" = 10' DRAWN BY: SHEET NO. L-4 CHECKED/ APPROVED:

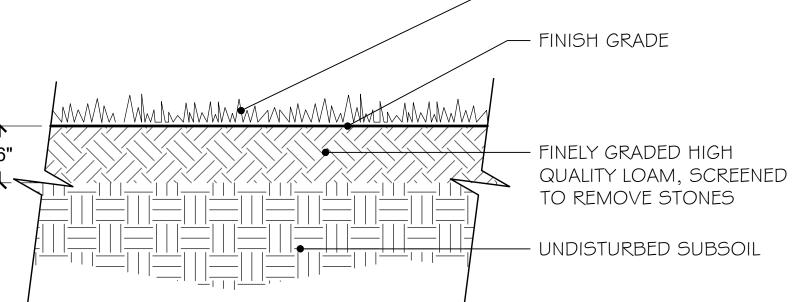




PLANTING NOTES

- I. ALL NEW PLANT MATERIALS SHALL CONFORM TO THE MINIMUM GUIDELINES ESTABLISHED FOR NURSERY STOCK PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC. IN ADDITION, ALL NEW PLANT MATERIAL FOR THE PROJECT SHALL BE OF SPECIMEN QUALITY.
- 2. ALL NEW PLANTS TO BE BALLED AND BURLAPPED OR CONTAINER GROWN, UNLESS OTHERWISE NOTED ON THE PLANT LIST.
- 3. THE CONTRACTOR SHALL SUPPLY ALL NEW PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN ON THE DRAWINGS.
- 4. ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
- 5. CONTRACTOR SHALL LOCATE AND VERIFY ALL EXISTING UTILITY LINES PRIOR TO PLANTING AND SHALL REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT.
- 6. ALL NEW PLANTS SHALL BE SUPPLIED AND INSTALLED DURING THE PERIODS OF APRIL 1 JUNE 15 AND/OR SEPTEMBER 15 DECEMBER 1 PER SPECIFICATIONS.
- 7. ALL BEDS SHALL RECEIVE THREE (2) INCHES OF BARK MULCH PER SPECIFICATIONS. PROVIDE LANDSCAPE ARCHITECT WITH SAMPLE FOR APPROVAL.
- 8. ALL BURLAP, TWINE AND WIRE SHALL BE COMPLETELY REMOVED OR CUT AWAY AT TIME OF INSTALLATION.
- 9. PLANT WARRANTY SHALL BE FOR ONE FULL GROWING SEASON FROM THE TIME OF INSTALL.
- 10. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL DAMAGED, STOLEN, DEAD, DECLINING OR LOST MATERIAL UNTIL COMPLETION OF MAINTENANCE PERIODS OR GUARANTEE PERIODS.
- II. IF NO IRRIGATION SYSTEM IS PLANNED, AN APPROPRIATE WATERING SCHEDULE SHALL BE ESTABLISHED BY THE LANDSCAPE CONTRACTOR FOR ALL PLANT MATERIAL BASED UPON PLANT SPECIES REQUIREMENTS AND PROVIDED IN WRITING TO THE LANDSCAPE ARCHITECT AND OWNER FOR REVIEW AND APPROVAL. THE APPROVED SCHEDULE SHOULD BE FOLLOWED UNTIL COMPLETION OF PLANT MAINTENANCE PERIODS OR WARRANTY PERIODS.
- 12. ALL VEGETATION AND DEBRIS SHALL BE REMOVED FROM PROPOSED PLANTING AREAS PRIOR TO PLANTING AND BACKFILLING. CONTRACTOR SHALL REMOVE ALL WEEDS AND DEBRIS FROM SITE AS WORK PROGRESSES AND UNTIL COMPLETION OF PLANT MAINTENANCE PERIODS OR WARRANTY PERIODS.
- 13. ALL AREAS TO BE SEEDED OR SODDED SHALL RECEIVE SIX INCHES (6") OF LOAM, MEASURED AFTER INSTALLATION, PRIOR TO SEEDING.
- 14. IN ADDITION TO LOCATIONS DEFINED FOR SEED ON THE PLANTING PLAN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEEDING ANY DISTURBED AREAS.

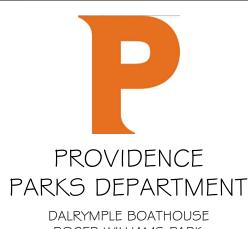




IOTES.

- . USE A PROCESSED WOOD FIBER MULCH OR WOOD/PAPER BLEND
- 2. ADD DOLOMITIC LIME AND 18-24-12 STARTER FERTILIZER TO LOAM PRIOR TO HYDROSEEDING
- *DEPTH OF LOAM MAY BE LESS THAN 6" IN AREAS OF TRANSITION (FEATHERING) TO EXISTING LAWN AND FOR REPAIR TO DISTURBED AREAS.
- 4. DISTURBED AREAS TO BE AERATED, TOP-DRESSED W/ LOAM \$ SLICE-SEEDED.





ROGER WILLIAMS PARK PROVIDENCE, RI 02907

COPYRIGHT (C) CITY OF PROVIDENCE PARKS DEPARTMENT, ALL RIGHTS RESERVED 2022.

REPRODUCED, STORED IN A RETRIEVAL SYSTEM OR TRANSMITTED IN ANY FORM O BY ANY MEANS, ELECTRONIC, MECHANICAL PHOTOCOPYING, RECORDING OR OTHERWIS WITHOUT THE PRIOR WRITTEN PERMISSIOI OF THE CITY OF PROVIDENCE PARKS DEPARTMENT. ANY MODIFICATIONS TO THIS DOCUMENT WITHOUT THE WRITTEN PERMISSION OF THE CITY OF PROVIDENCE PARKS DEPARTMENT SHALL RENDER IT INVALID AND UNUSABLE.

REVISION	DATE
	REVISION

ONSTRUCTION DETAILS 2 RK IMPROVEMENTS AT FATHER LENNON PARK

September 29, 2022

DRAWN BY:

CHECKED/ APPROVED: **MG**

AS NOTED

SHEET NO.

L-6

6 OF 6