



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

REQUEST FOR PROPOSALS

Item Description: FENCE RENOVATIONS AT MULTIPLE PARKS

Date to be opened: MONDAY, MAY 22 2023

Issuing Department: PARKS

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Nicole Modi, Landscape Designer / Project Manager
 - nmodi@providenceri.gov

Pre-bid Conference (Non-Mandatory)

Tuesday 05/09/2023 at 10:00 AM

**Dalrymple Boathouse at Roger Williams Park
1000 Elmwood Ave, Providence RI 02907**



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

INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Room 305, 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 and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

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

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

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

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



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BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- 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 ALL required signatures. Forms without all required signatures will be considered incomplete.**

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

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

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



**BOARD OF CONTRACT AND SUPPLY
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NOTICE TO VENDORS

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



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of 5 per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - c) A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

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



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for 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.

Signature of Representation

Title



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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

understanding that:

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

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

this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



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WBE/MBE Form Instructions

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

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

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

The goal for combined MBE/WBE participation is **20%** of the total bid value.

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

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

Bid Requirements:

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

Bidders who will be subcontracting: **In addition to the *MBE/WBE Participation Affidavit***, 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:

- a) 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.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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Verifying MBE/WBE Certification

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

Form Instructions:

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

Assistance with Form Requirements

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

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package. For contracts with durations 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, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. 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 gdiaz@providenceri.gov or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address and Trade: _____

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

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

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

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

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

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

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

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

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

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

Signature of Bidder

Printed Name

Company Name

Date



**BOARD OF CONTRACT AND SUPPLY
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SUBCONTRACTOR DISCLOSURE FORM

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

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

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

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

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

Signature of Bidder

Printed Name



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MBE/WBE Waiver Request Form

Fill out this form only if you 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. **In case a waiver is need it City Department Directors should not recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
 Company Name, Address: _____ Trade _____
 Project /Item Description (as seen on RFP): _____

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

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

I acknowledge the City of Providence’s goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor / or Duly Authorized Representative Printed Name
Date Signed

Signature of City of Providence (or Designee (Only) Printed Name of City of Providence Date Signed
MBE/WBE Outreach Director MBE/WBE Outreach Director



**BOARD OF CONTRACT AND SUPPLY
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SUPPLEMENTAL BID FORM

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the **FENCE RENOVATIONS AT MULTIPLE PARKS** 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 **FENCE RENOVATIONS AT MULTIPLE PARKS** and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

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

Herewith in accordance with the instructions to Bidders.

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

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

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

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE _____, 20__



**BOARD OF CONTRACT AND SUPPLY
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Name of Bidder and Official Address:

Name of Authorized Representative (Contact):

By _____
(Signature)
Title _____

E-Mail: _____

Phone: _____

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

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

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

Sub-Contractors (If Any):

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

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

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



**BOARD OF CONTRACT AND SUPPLY
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FENCE RENOVATIONS AT MULTIPLE PARKS

Project Description:

Providence Parks historically used chain link fencing surrounding parks and playgrounds. The Providence Parks Department is now working to upgrade the standard to use ornamental welded wire mesh fencing across existing parks. This project encompasses fence renovations at six (6) parks across Providence. The Providence Parks Department is seeing qualified bidders to submit pricing to remove existing chain link fencing and replace with ornamental welded wire fence in areas of the following community parks: Kerry Kohring Park (previously Sumit Ave Park), Billy Taylor Park, Pleasant St. Park, Brown St. Playground, Diamond St. Park, and Mattie Smith Tot Lot.

BASE BID: The Base Bid scope of work for this project shall include, but not be limited to the following:

- Save & Protect Existing Mature Trees.
- Remove & Dispose (R&D) existing chain link fence.
- Remove & Stockpile (R&S) existing chain link gates with posts & hardware.
- R&D existing bituminous concrete areas as noted.
- Deliver & Install (D&I) salvaged granite curb from Roger Williams park for retaining at Kerry Kohring Park as noted.
- Regrade existing lawn area at Kerry Kohring Park as noted.
- Furnish & Install (F&I) decorative welded wire mesh fence and gates.
- F&I repairs to bituminous concrete areas as noted.
- F&I Loam & Seed to disturbed areas.

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

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

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

Dollars

(\$ _____), **TOTAL BASE BID**

ALLOWANCE: \$5,000.00

BASE BID W/ ALLOWANCE: \$ _____

BIDDER: _____



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UNIT PRICES – BASE BID:

1. Provide tree protection.

_____ LF \$ _____
price in writing

2. R&D chain link fence and footings.

_____ LF \$ _____
price in writing

3. R&S twelve (12) pedestrian chain link gates.

_____ EA \$ _____
price in writing

4. R&S eight (8) service chain link gates.

_____ EA \$ _____
price in writing

5. Sawcut, R&D existing bituminous concrete as noted.

_____ SF \$ _____
price in writing

6. D&I salvaged granite curb from Roger Williams Park for retaining at Kerry Kohring Park as noted.

_____ LS \$ _____
price in writing

7. Regrade existing lawn area at Kerry Kohring Park as noted.

_____ SF \$ _____
price in writing

8. F&I 4' ht. 4 gauge ornamental welded wire fence, Jerith Patriot or approved equal.

_____ LF \$ _____
price in writing

9. F&I five (5) 4' ht. x 12' wide 4 gauge ornamental welded wire service gates, Jerith Patriot or approved equal.

_____ EA \$ _____
price in writing

BIDDER: _____



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10. F&I nine (9) 4' ht. x 5' wide 4 gauge ornamental welded wire pedestrian gates, Jerith Patriot or approved equal.

_____ EA \$ _____
price in writing

11. F&I 4' ht. 4 gauge ornamental welded wire fence surface mounted, Jerith Patriot or approved equal.

_____ LF \$ _____
price in writing

12. F&I one (1) 4' ht. x 3.5' wide 4 gauge ornamental welded wire pedestrian gate surface mounted, Jerith Patriot or approved equal.

_____ LF \$ _____
price in writing

13. F&I two (2) 4' ht. x 7' wide 4 gauge ornamental welded wire pedestrian gate surface mounted, Jerith Patriot or approved equal.

_____ LF \$ _____
price in writing

14. F&I hot patch to bituminous concrete areas as noted.

_____ SF \$ _____
price in writing

15. Loam and Seed to all disturbed areas.

_____ SF \$ _____
price in writing

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

BIDDER: _____



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BID DOCUMENTS:

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

DRAWINGS:

- **L-0** **COVER SHEET**
- **L-1** **FENCING PLAN – KERRY KOHRING PARK**
- **L-2** **FENCING PLAN – BILLY TAYLOR PARK**
- **L-3** **FENCING PLAN – PLEASANT ST PARK**
- **L-4** **FENCING PLAN – BROWN ST PLAYGROUND**
- **L-5** **FENCING PLAN – DIAMOND ST PLAYGROUND**
- **L-6** **FENCING PLAN – MATTIE SMITH TOT LOT**
- **L-7** **CONSTRUCTION DETAILS**

PREVAILING WAGE DECISION

TECHNICAL SPECIFICATION:

- **010000** **GENERAL REQUIREMENTS**
- **015639** **TEMPORARY TREE AND PLANT PROTECTION**
- **024119** **SELECTIVE DEMOLITION**
- **323116.10** **ORNAMENTAL WELDED WIRE FENCES AND GATES**
- **329113** **SOIL PREPARATION**
- **329219** **SEEDING**

ADDITIONAL INFORMATION REQUIRED WITH BID:

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

PROVISIONS OF THIS PROJECT:

- Upon the Issuance of the Award from the Board of Contract – the City shall issue a Contract to be executed by the City and the vendor incorporating the bid specifications. All Provisions of the Specifications are binding.
- Any Permits Required by the City of Providence and/or State of Rhode Island Shall be Obtained by the Vendor – Permit Fees by the City of Providence Shall be Waived – the State ADA Fee Must be Paid



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- The Davis Bacon Act Applies (HUD Projects) – Prevailing Wages Must Be Paid for On Site Hours – On-Site Interviews will be Conducted During the Project – Employees Shall be Advised of the Prevailing Wage Rates Prior to Mobilization on Site
- Certified payrolls Must be Submitted With Pay Requests Including Monthly Utilizations Form
- Performance and Payment Bonds (If Required) Must be Submitted within 10 Days of Award or Bid Bond Will be Forfeited
- An Insurance Certificate Shall be Submitted to the City Within 10 Days of Award
- A Copy of the Vendors Contractor’s License Must be Submitted within 10 Days of Award
- All On-Site Personnel Shall be Licensed (If Required) and Shall have Proof of All Licenses Required by the State of Rhode Island to Perform the Work Required
- Pay Requests Must be Submitted on Approved AIA Billing Documents (City will Provide if Needed)
- All Subcontractors Shall be Listed on the Bid Form – All Insurance & Payroll Requirements Apply
 - General Contractor Shall be the Insurance Certificate Holder and the City Shall be Named as ‘Additionally Insured’ with Respect to Liability Insurance
- A Submittal Log Must be Submitted within 10 Days of Award

CLOSE OUT DOCUMENTS:

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

QUALIFICATIONS:

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

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

Questions regarding this bid package shall be submitted via e-mail to Chevell Burgess at Cburgess@providenceri.gov and **Nicole Modi. Landscape Designer / Project Manager**, nmodi@providenceri.gov no later than five (5) working days before the bid opening date.



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SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- UEI Number – Registration with SAM.gov for receipt of federal (ARPA) Funds
- Registrations can be made at <https://usfcr.com/sam-registration/>
- Proof of Insurance



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail



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to the last business address known by the party providing notice.

13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.



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ARPA Requirements Addendum

Federal and State Contract and Purchasing Requirements

The following terms and conditions apply to all contractors, vendors, or subrecipients of the City of Providence and all subrecipients of subrecipients of the City of Providence and all contractors or vendors hired by the subrecipient, according to the City's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. Equal Opportunity.

Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Minority and Women Business Enterprises (if applicable to this Contract)

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- a) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- b) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- d) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- e) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- f) If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, Native American, or Alaskan Natives. Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. Suspension and Debarment. (Applies to all purchases.)

(A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).



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(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of PROVIDENCE. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. Access to Records. (Applies to all purchases.)

A. The Contractor agrees to provide the City of PROVIDENCE, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed and agrees to cooperate with all such requests.

B. The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

C. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. Rights to Inventions Made Under a Contract or Agreement.

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)

Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as



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supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of PROVIDENCE
- D. and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- E. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
 - 2. Extend or renew a contract to procure or obtain; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - II. Telecommunications or video surveillance services provided by such entities or using such equipment.



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III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- I. Competitively within a timeframe providing for compliance with the contract performance schedule;
- II. Meeting contract performance requirements; or
- III. At a reasonable price.

B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving.



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Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. Iran Divestment Act.

Pursuant to the North Carolina General Assembly (S.L. 2015-118; SB455), The Iran Divestment Act is to implement the authority granted to states by federal law to impose state-level sanctions against companies that engage in certain investment activities in the energy sector of Iran.

Additional Federal Regulations Applicable to ARPA (is hereby incorporated by reference):

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
9. Generally applicable federal environmental laws and regulations.

Statutes and regulations prohibiting discrimination applicable to ARPA awards include, without limitation, the following:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;



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2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), 4 which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.



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PREVAILING WAGE:

This project qualifies for prevailing wages per the Prevailing Wages Statute or the Davis Bacon Act (HUD). Certified payrolls will need to be submitted to the owner for all hours worked on site for this project.

The Wage Decision for this project shall be as recorded on the Bid Date and is available on the RI Department of Labor website.

Federal Labor Standards

U.S. Department of Housing & Urban Development

Applicability

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

- A.1. (i) **Minimum Wages.** All laborers and mechanics employed or working up on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction of development of the project) will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contact shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of



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receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits 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.)



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- (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 purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii)
The contractor or subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
4. (i) Apprentices and Trainees. Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the



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

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



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for the purpose of ...influencing in any way the action of such Administration...makes, utter or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both.”

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

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

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

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

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

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

C. Health and Safety

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

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

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

"General Decision Number: RI20230001 03/17/2023

Superseded General Decision Number: RI20220001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	02/03/2023
3	03/17/2023

ASBE0006-006 06/01/2022

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems).....	\$ 38.30	25.55

ASBE0006-008 09/01/2021

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

BOIL0029-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 45.87	29.02

BRR0003-001 06/01/2022

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

BRR0003-002 09/01/2022

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

BRR0003-003 09/01/2022

	Rates	Fringes
Marble, Tile & Terrazzo Finisher.....	\$ 38.78	29.61

CARP0330-001 01/01/2023

	Rates	Fringes
CARPENTER (Includes Soft Floor Layer).....	\$ 41.53	29.35
Diver Tender.....	\$ 42.53	29.35

DIVER.....	\$ 53.88	29.35
Piledriver.....	\$ 41.53	29.35
WELDER.....	\$ 42.53	29.35

FOOTNOTES:

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

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

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

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

 CARP1121-002 01/02/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 41.54	30.73

 ELEC0099-002 12/05/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 45.86	53.26%
Teledata System Installer.....	\$ 34.40	12.10%+15.31

FOOTNOTES:

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

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

 ELEV0039-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.36	37.335+a+b

FOOTNOTES:

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

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

 ENGI0057-001 06/01/2022

Rates Fringes

Operating Engineer: (power plants, sewer treatment plants, pumping stations, tunnels, caissons, piers, docks, bridges, wind turbines, subterranean & other marine and heavy construction work)

GROUP 1.....	\$ 43.55	29.25+a
GROUP 2.....	\$ 41.55	29.25+a
GROUP 3.....	\$ 37.17	29.25+a
GROUP 4.....	\$ 34.32	29.25+a
GROUP 5.....	\$ 40.60	29.25+a
GROUP 6.....	\$ 31.40	29.25+a
GROUP 7.....	\$ 25.40	29.25+a
GROUP 8.....	\$ 37.25	29.25+a
GROUP 9.....	\$ 41.17	29.25+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

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

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

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

GROUP 9: Boat & tug operator.

ENGI0057-002 05/01/2022

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

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

BUILDING CONSTRUCTION

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

a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

IRON0037-001 09/16/2022

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

LABO0271-001 05/30/2021

BUILDING CONSTRUCTION

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

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABO0271-002 05/30/2021

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 53.45	24.15
Group 2.....	\$ 50.98	24.15
Group 3.....	\$ 40.50	24.15
FREE AIR		
Group 1.....	\$ 44.05	24.15
Group 2.....	\$ 43.05	24.15
Group 3.....	\$ 40.50	24.15
LABORER		
Group 1.....	\$ 33.55	24.15
Group 2.....	\$ 33.80	24.15
Group 3.....	\$ 34.55	24.15
Group 4.....	\$ 27.05	24.15
Group 5.....	\$ 35.55	24.15
OPEN AIR CAISSON, UNDERPINNING WORK AND		

BORING CREW		
Bottom Man.....	\$ 39.55	24.15
Top Man & Laborer.....	\$ 38.60	24.15
TEST BORING		
Driller.....	\$ 40.00	24.15
Laborer.....	\$ 38.60	24.15

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

PAIN0011-005 06/01/2022

PAINTER

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

PAIN0011-006 06/01/2022

	Rates	Fringes
GLAZIER.....	\$ 40.78	23.40

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2022

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

PAIN0035-008 06/01/2011

	Rates	Fringes
Sign Painter.....	\$ 24.79	13.72

PLAS0040-001 06/03/2019

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.00	27.15

FOOTNOTE: Cement Mason: Work on free swinging scaffolds under 3 planks width and which is 20 or more feet above ground and any offset structure: \$.30 per hour additional.

PLAS0040-002 07/01/2019

HEAVY AND HIGHWAY CONSTRUCTION

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

PLAS0040-003 07/01/2019

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

* PLUM0051-002 02/27/2023

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 48.89	31.75

ROOF0033-004 12/01/2022		

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

SFRI0669-001 01/01/2023		

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

SHEE0017-002 12/01/2020		

	Rates	Fringes
Sheet Metal Worker.....	\$ 38.58	36.73

TEAM0251-001 05/01/2022		

HEAVY AND HIGHWAY CONSTRUCTION

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

FOOTNOTES:

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

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

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

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

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SECTION 010000 - GENERAL REQUIREMENTS

PART 1 - GENERAL

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

A. SCOPE OF WORK

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

B. WORK COVERED BY CONTRACT DOCUMENTS

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

1. Repair or replace any existing site amenities, conditions, walkways, or fencing disturbed or damaged during site improvements.

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

E. PROJECT INFORMATION

1. OWNER

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

b. Superintendent of Parks: Wendy Nilsson

2. OWNER'S REPRESENTATIVE

a. Nicole Modi, nmodi@providenceri.gov, 401-680-7225

1.2 PROJECT LOCATION

A. Multiple Locations

1. Kerry Kohring Park - 84 9th St, Providence RI (Formerly Summit Ave Park)
2. Billy Taylor Park - 140 Camp St, Providence RI
3. Pleasant St Park - 34 Pleasant St, Providence RI
4. Brown St Playground - 207 Brown St, Providence RI
5. Diamond St Playground - 45 Diamond St, Providence RI
6. Mattie Smith Tot Lot - 103 Taylor St, Providence RI



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 to a pre-construction condition.

2.7 SITE MAINTENANCE

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



2.8 TRAFFIC CONTROL

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

2.9 DEMOBILIZATION

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

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

- A. The construction site entrance shall be as indicated on the plans. The Owner will provide access to any locked gate. Any tracked debris from the site present on adjacent roadways shall be removed and the roads swept daily to remove any excess mud, dirt, or rock originating from the site. Trucks hauling material shall be covered and equipped with gates that prevent material from falling out. If present, catch basins within 100 feet of site entry and exit locations shall be protected with inlet sediment control devices and maintained for the duration of the work.
- B. Identify, clearly mark and protect all survey monuments, temporary bench marks as well as any adjacent contractors' work and facilities (if applicable). Repair or replacement shall be at Contractor's sole expense if damaged by Contractor.



- C. Protect existing culverts, sewers, and all other utilities including gas, telecommunications, electricity, and water. Repair or replace at Contractor's sole expense if damaged by Contractor.
- D. Utilize or install drum or sawhorse barricades or backfill all open excavations, holes, trenches, and depressions occurring at construction sites or occurring as part of this work.

3.2 CHANGE ORDER PROCEDURE

A. DESCRIPTION

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

3.3 CHANGE SUBMITTALS

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

3.4 COMPLIANCE

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

3.5 PROCESSING CHANGES INITIATED BY THE OWNER'S REPRESENTATIVE

- A. The Owner's Representative will initiate changes only in writing. The Owner will sign any Request for Proposal (RFP). This will establish an Extra Work Order (EWO) number, by which



the change will be identified until such time as it may be incorporated into the contract by formal Change Order (CO).

- B. The Contractor may or may not be authorized to proceed with the changed work pending resolution of changes in the contract price or time of performance. If the work described in the RFP becomes critical to the timely performance of the Contractor's work, a written request for a Notice to Proceed must be forwarded to the Owner immediately. The Owner will issue any Notice to Proceed. This unilateral modification to the contract may be subject to further negotiation regarding price and time for completion.
- C. Payment for changed work, covered by an authorized modification, will not be made until a notice to proceed covering the changed work has been executed.
- D. The Contractor shall prepare and submit its proposal for change to include at a minimum:
 - 1. A cover letter referencing the EWO number and citing the attachments, if any, which constitute the Contractor's total proposal.
 - 2. A detailed price proposal showing labor, construction equipment, and material quantities and prices at the lowest practical level of each element of the work.
 - 3. Any drawings, sketches, catalog cuts, samples, certifications, or other data required to be submitted by the Owner's Representative that is required to fully document
 - 4. A statement of the proposed change in the time of completion of the contract, together with all required justification for such a change.
 - 5. A statement to the effect that there is "no change in price and/or time of completion of the work under this contract as a result of this proposed change", if that is the case.
- E. The Owner may accept the Contractor's proposal without negotiation. Alternatively, upon receipt of a proposal which is satisfactory in form, the Owner's Representative may require negotiation with the Contractor to arrive at a fair and equitable change in the contract price and time of completion. Upon agreement, a contract modification will be issued by the Owner for Contractor's execution.

3.6 PROCESSING CHANGES INITIATED BY THE CONTRACTOR

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



3.7 EXECUTING CHANGED WORK

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

3.8 TERMINATIONS AND DELAYS

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



Contractor of a previously accepted submittal must be accepted in writing by the Owner's Representative before implementation.

3.15 SAMPLES

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

3.16 PRODUCT DATA

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

B. SUBMITTAL LOG

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

3.17 QUALITY CONTROL DESCRIPTION

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

3.18 WORKMANSHIP

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



- B. The Contractor shall provide suitably-qualified personnel to produce work of specified quality.
- C. The Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, and racking.
- D. The Contractor shall provide materials to match approved samples.

3.19 MANUFACTURER'S INSTRUCTIONS

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

3.20 MANUFACTURER'S CERTIFICATES

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

3.21 TESTING LABORATORY SERVICES (NIC)

- A. Not Utilized in this Contract

3.22 MANUFACTURER'S FIELD SERVICES

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

3.23 AUTHORITY OF OWNER'S REPRESENTATIVE

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



- C. The Owner's Representative will not be responsible for the acts or omissions of the Contractor or any subcontractors, of the agents or employees of any Contractor or subcontractor, or of any other persons at the site or otherwise performing any of the work.

3.24 COORDINATION OF DRAWINGS AND SPECIFICATIONS

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

3.25 COOPERATION WITH UTILITIES

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

3.26 INDEPENDENT TESTING AND INSPECTION (NIC)

- A. Not Applicable under this Contract



3.27 REQUIREMENTS

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

3.28 MATERIAL AND EQUIPMENT

A. DESCRIPTION

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

3.29 MANUFACTURER REQUIREMENTS

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

3.30 TRANSPORTATION AND HANDLING

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

3.31 STORAGE AND PROTECTION

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



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

3.32 SUBSTITUTIONS

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

3.33 REJECTED MATERIALS AND DEFECTIVE WORK

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



3.34 PROJECT CLOSEOUT

A. DESCRIPTION

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

3.35 WARRANTIES

A. DESCRIPTION

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



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

B. DEFINITIONS

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

C. WARRANTY REQUIREMENTS

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



commitment is required on such Work or part of the Work, until evidence is presented that entities required to counter sign such commitments are willing to do so.

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

D. WARRANTY PERIOD

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

END OF SECTION 010000



SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. (DBH): Diameter breast height; diameter of a trunk as measured by the average of the smallest and largest diameters at a height 54 inches above the ground line for trees with caliper of 8 inches or greater as measured at a height of 12 inches above the ground.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of 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 defined by a circle concentric with each tree with a radius 1.5 times the diameter of the drip line unless otherwise indicated .
- 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. Product Data: For each type of product.

1.6 QUALITY ASSURANCE

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

1.7 FIELD CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Backfill Soil: Stockpiled soil mixed with planting soil of suitable moisture content and granular texture for placing around tree; free of stones, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth.
 - 1. Mixture: Well-blended mix of two parts stockpiled soil to one part planting soil .
- B. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements:
 - 1. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and



weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 96 inches apart.

- a. Height: 72 inches .
 - b. Color: High-visibility orange, nonfading.
2. Tree Trunk Protection: 2"x3" or 2"x4" softwood lumber wrapped around tree with wire ties or strapping

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. Maintain protection zones free of trash.
- C. 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. 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.
- C. 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 and Dispose: 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. 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, 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. 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. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Maintain adequate ventilation when using cutting torches.
 - 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.

3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete.
- B. Bituminous Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

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 323116.10 - ORNAMENTAL WELDED WIRE FENCES AND GATES

PART 1 - GENERAL:

1.1 SECTION INCLUDES

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

1.2 SYSTEM DESCRIPTION

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

1.3 QUALITY ASSURANCE

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

1.4 REFERENCES

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

1.5 SUBMITTALS

- A. Manufacturer's submittal package shall be provided prior to installation.



- B. Changes in specification may not be made after the bid date.
- C. Samples of assembled materials, components, hardware, accessories, and/or colors, if requested.

1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

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

PART 2 - PRODUCTS:

2.1 MANUFACTURER

- A. The fencing system shall be Patriot Ornamental Wire Fence as manufactured by Jerith Manufacturing LLC., 14400 McNulty Road, Philadelphia, PA 19154. Telephone: 800-344-2242; Fax: 215-676-9756; email: sales@jerith.com.
- B. Substitutions: Approved equal permitted.
- C. Nominal fence height shall be 48" inches.
- D. Color shall be Black.

2.2 MATERIALS

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



2.3 FINISH

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

2.4 FABRICATION

- A. Fence Sections shall be manufactured with 1" square x 18 gauge (.049") tubing welded every 12" to the top and bottom of welded wire panels. Welded wire panels shall be comprised of 4 (.225") gauge (Washburn & Moen Standard) vertical wires and 6 (.192") gauge horizontal wires. 4 gauge vertical wires shall be placed 3½" on center. 6 gauge vertical wires shall be placed 1¾" on center. Horizontal wires shall be 6 gauge and spaced to provide style differences but no further apart than would allow substantial rigidity of vertical wires. Horizontal and vertical wires shall be assembled by automatic machines or other suitable mechanical means that will ensure accurate spacing and alignment of all members of the finished fabric. The wires shall be connected at every intersection by electric resistance welding in accordance with all requirements in ASTM A185. Sections shall be capable of supporting a 550 lb. load applied vertically at midspan and a concentrated load of 225 lbs. applied horizontally at midspan without permanent deformation.
- B. Posts shall be 2½" square x 11 (.125") gauge steel tubing. Posts shall be spaced 70" apart from inside face to inside face. Steel rail ends shall be screwed to terminal posts to receive the 1" square top and bottom rails. The rails shall be secured to the rail ends by stainless steel screws. Steel caps shall be provided with all posts.
- C. Residential and light commercial grade gates shall be assembled using gate uprights with 1" outside cross-section dimensions having 7/8" tubes welded to them. A Fence Section shall then be cut to size and secured to two uprights using stainless steel screws. A 1" x .125" diagonal brace shall be provided, cut to length, cold galvanized, touched up, and screwed into position from the top hinge side to the bottom latch side of the gate. All gates shall support a 300 lb. vertical load on the latch side of the gate without collapsing.



- D. Heavy duty grade gate frames shall consist of 2" square x .125" wall gate uprights and 1.5" x 1.5" x .125" U-channels for top and bottom members welded at each connection with a 1" x .125" wall diagonal brace welded into place. Infill of matching Fence Section shall be welded into frame.

2.5 WARRANTY

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

PART 3 - EXECUTION:

3.1 PREPARATION

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

3.2 FENCE INSTALLATION

- A. Install fence in accordance with the manufacturer's instructions.
- B. Excavate post holes to proper depth to suit local conditions for stability and support of the fence system without disturbing the underlying materials. Excavate deeper as required for adequate support in soft and loose soils.
- C. Set fence posts in concrete footers at 70" spacing from inside of post to inside of post. Note that this fence must be stepped for installations on a slope. It can not follow the grade.
- D. Center and align posts in holes to required depth. Place concrete around posts and tamp for consolidation. After tamping, check alignment of posts, and make necessary corrections before the concrete hardens.
- E. Insert rail ends into horizontal rails and fasten in place to the posts.
- F. When fence is installed on a slope, panels will be stepped evenly down the slope, with a 12" maximum vertical difference between adjacent panels. Half-sized panels may be used on steep slopes (see drawings for reference).



3.3 GATE INSTALLATION

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

3.4 ACCESSORIES

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

3.5 CLEANING

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

END OF SECTION 323116.10



SECTION 329219 - SEEDING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fertilizing.
2. Seeding.
3. Hydroseeding.
4. Mulching.
5. Maintenance.

B. Related Sections:

1. Section 329113 - Soil Preparation

1.2 REFERENCES

A. ASTM International:

1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

1.3 DEFINITIONS

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

1.4 SUBMITTALS

- A. Product Data: Submit data for seed mix, fertilizer, mulch, hydroseed and other accessories.
- B. Manufacturer's Certificate: Certify Products meet or exceed specified requirements .



1.5 CLOSEOUT SUBMITTALS

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

1.6 QUALITY ASSURANCE

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

1.7 QUALIFICATIONS

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

1.8 DELIVERY, STORAGE, AND HANDLING

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

1.9 MAINTENANCE SERVICE

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



PART 2 - PRODUCTS

2.1 SEED MIXTURE

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

2.2 ACCESSORIES

- A. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.
- B. Erosion Fabric: [**Jute**] matting, open weave.
- C. Stakes: Softwood lumber, chisel pointed.
- D. String: Inorganic fiber.

2.3 SOURCE QUALITY CONTROL

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

PART 3 - EXECUTION

3.1 EXAMINATION

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



3.2 FERTILIZING

- A. Apply Dolmitic or Calcitic Pelletized limestone at application rate [of 5lb per 1000 sf.] Work lime into top [6] inches of soil or as directed by owner's representative.
- B. Apply 19-19-19 as a starter fertilizer at application rate of 5 lb per 1000 sf or as directed by owner's representative.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time or with same machine used to apply seed.
- E. Mix fertilizer thoroughly into upper [2] inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.3 SEEDING

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

3.4 HYDROSEEDING

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



3.5 SEED PROTECTION

- A. Identify seeded areas with stakes and string around area periphery. Set string height to minimum 36 inches . Space stakes at minimum 72 inches .
- B. Cover seeded slopes where grade is 5 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36 inch intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.6 MAINTENANCE

- A. Mow grass at regular intervals to maintain at maximum height of [2-1/2] inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.
- D. Water to prevent grass and soil from drying out.
- E. Roll surface to remove minor depressions or irregularities.
- F. Immediately reseed areas showing bare spots.
- G. Repair washouts or gullies.
- H. Protect seeded areas with warning signs during maintenance period. Install minimum 2 temporary signs or as directed by Owner's Rep. Temporary Signs to be provided by Owner.

END OF SECTION 329219



FENCE RENOVATIONS AT MULTIPLE PARKS

HONORABLE
BRETT SMILEY,
MAYOR

WENDY NILSSON,
SUPERINTENDENT OF PARKS

CITY COUNCILOR



PROVIDENCE
PARKS DEPARTMENT
DAIRYMPLE BOATHOUSE
ROGER WILLIAMS PARK
PROVIDENCE, RI 02905

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GENERAL CONSTRUCTION NOTES

- INFORMATION FOR THE EXISTING CONDITIONS PLAN WAS OBTAINED FROM GIS, AERIAL IMAGERY, AND FIELD OBSERVATION. ALL EXISTING CONDITIONS ARE TO BE CONSIDERED APPROXIMATE. THIS IS NOT A REGISTERED SURVEY.
- 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.
- 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).
- CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS REGARDING NOISE, VIBRATION, DUST, SEDIMENTATION CONTAINMENT, AND TRENCH WORK.
- THE CONTRACTOR SHALL RESTORE ALL SURFACES EQUAL TO THEIR ORIGINAL CONDITION AFTER CONSTRUCTION IS COMPLETE. AREAS NOT DISTURBED BY CONSTRUCTION SHALL BE LEFT NATURAL. THE CONTRACTOR SHALL TAKE CARE TO PREVENT DAMAGE TO SHRUBS, TREES, AND OTHER LANDSCAPING OR NATURAL FEATURES. WHEREAS THE PLANS DO NOT SHOW ALL LANDSCAPING FEATURES, EXISTING CONDITIONS MUST BE VERIFIED BY THE CONTRACTOR IN ADVANCE OF THE WORK.
- 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 SEEDS UNTIL LAWN GROWTH IS ESTABLISHED AND APPROVED BY THE LANDSCAPE ARCHITECT AND/OR OWNER'S REPRESENTATIVE.
- 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.
- 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.
- 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.
- 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.
- THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SITE FOR THE SAFETY OF THE GENERAL PUBLIC AND TO PROTECT PROPERTY AGAINST VANDALISM AND THEFT.
- THE CONTRACTOR MUST OBTAIN ALL REQUIRED CITY, STATE AND FEDERAL PERMITS.
- 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.

DEMOLITION GENERAL NOTES

- ALL SITE PREPARATION NECESSARY TO COMPLETE THIS PROJECT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 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.
- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING OF THE DEBRIS IN A PROPER AND LEGAL MANNER.
- 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.
- 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.
- 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.
- PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES AND TREE PROTECTIVE MEASURES ARE TO BE INSTALLED.

SHEET SCHEDULE

SHEET #	NAME	ADDRESS	NOTES
L-0	COVER SHEET		
L-1	FENCING PLAN - KERRY KOHRING PARK	84 9TH ST PROVIDENCE, RI	(FORMERLY SUMMIT AVE PARK)
L-2	FENCING PLAN - BILLY TAYLOR PARK	140 CAMP ST PROVIDENCE RI	
L-3	FENCING PLAN - PLEASANT ST PARK	34 PLEASANT ST PROVIDENCE RI	
L-4	FENCING PLAN - BROWN ST PLAYGROUND	207 BROWN ST PROVIDENCE RI	
L-5	FENCING PLAN - DIAMOND ST PLAYGROUND	45 DIAMOND ST PROVIDENCE RI	
L-6	FENCING PLAN - MATTIE SMITH TOT LOT	103 TAYLOR ST PROVIDENCE RI	
L-7	CONSTRUCTION DETAILS		

GENERAL LEGEND

$+97.96$	EXISTING GRADE		EX. ASPHALT TO BE REMOVED
$+97.83$	PROPOSED GRADE		NEW 2" ASPHALT PAVING
---98---	EXISTING CONTOUR		
—(99)—	PROPOSED CONTOUR		
	EXISTING TREES		
	TREE PROTECTION FENCE		
—LOW—	LIMIT OF WORK		
—SS—	SILT SOCK		

DATE	NO.	REVISION

COVER SHEET
FENCE RENOVATIONS AT MULTIPLE PARKS
MULTIPLE PARKS PROVIDENCE, RI
FILE: FENC 22-01-PLANS.dwg

DATE:	4/13/2023
SCALE:	NTS
DRAWN BY:	SHEET NO.
NM	L-2
CHECKED/ APPROVED:	MG
	1 OF 8



1 VIEW FROM SUMMIT AVE AT 9TH ST



2 VIEW FROM SUMMIT AVE TO 9TH ST



3 VIEW OF OF CORNER AT SUMMIT AVE & 9TH ST
(MARKUP - LAYOUT TO BE CONFIRMED IN FIELD)



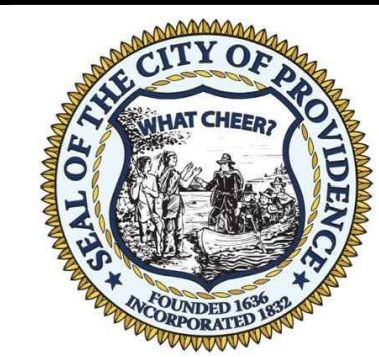
4 VIEW ALONG 9TH ST. LOOKING NW



5 VIEW ALONG 9TH ST LOOKING TOWARD SUMMIT AVE

LOCUS MAP

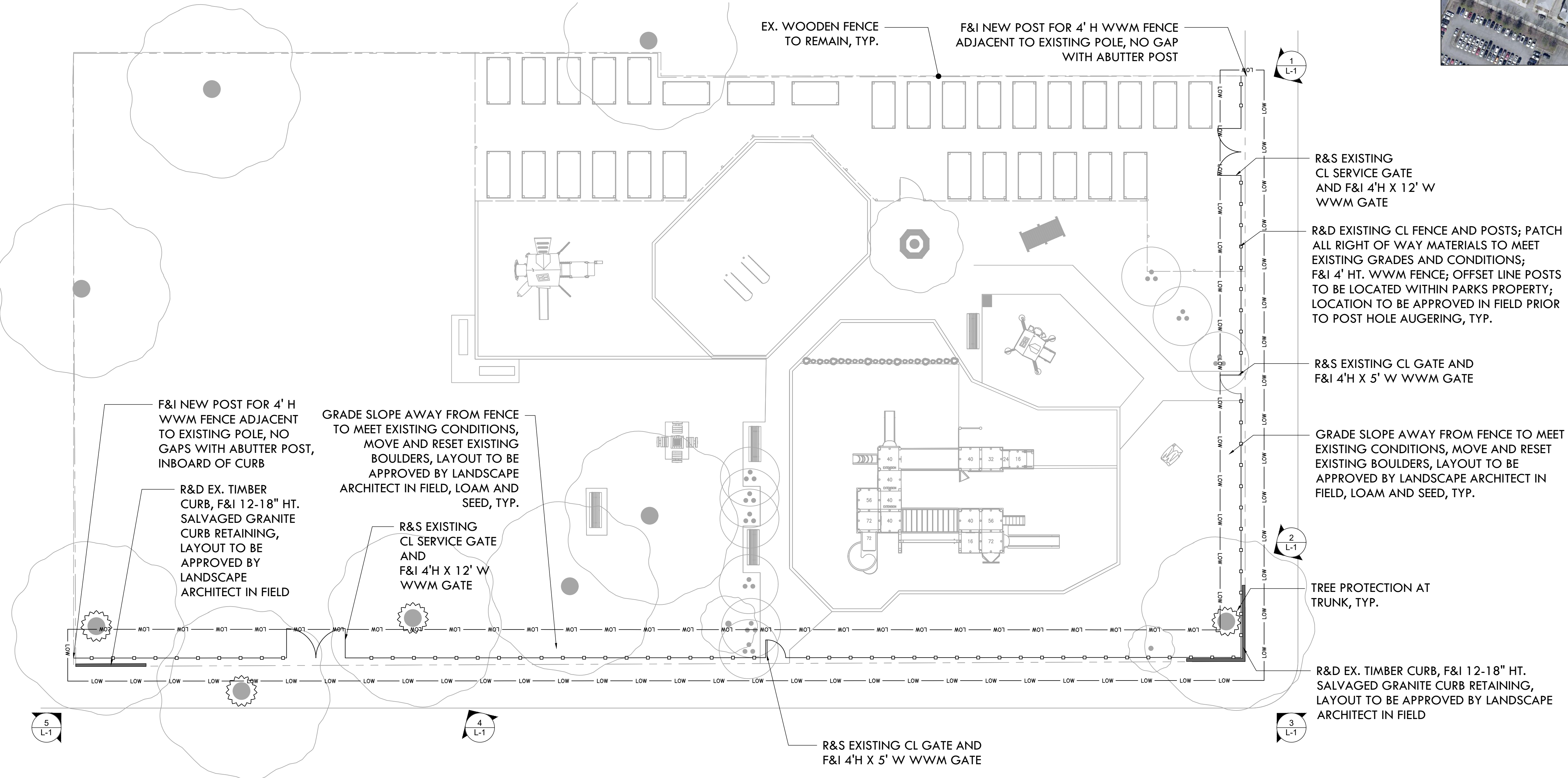
NOT TO SCALE



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PARKS DEPARTMENT
DAIRYMPLE BOATHOUSE
ROGER WILLIAMS PARK
PROVIDENCE, RI 02905

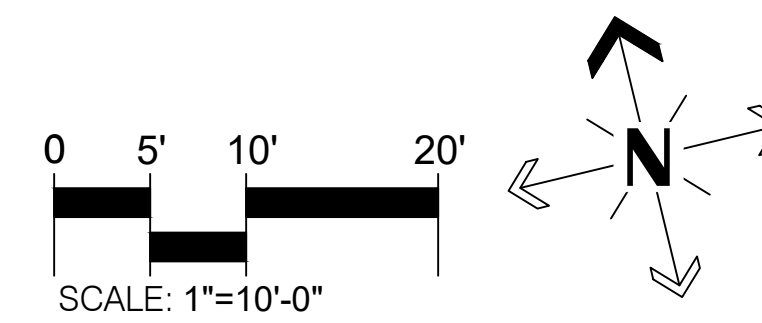
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DEMO & MATERIALS PLAN LEGEND

- LOW — LOW — LIMIT OF WORK
- x — x — EXISTING CHAIN LINK (CL) FENCE TO REMAIN
- — — — EXISTING WOODEN FENCE TO REMAIN
- — — — EXISTING CL FENCE AND GATE TO BE REMOVED
- — — — EXISTING CL FENCE AND GATE TO BE REMOVED AND REPLACED BY 4' HT. WELDED WIRE MESH (WWM) FENCE AND GATE
- — — — TREE PROTECTION FENCE (1 L-3)
- — — — SAWCUT, R&D EX. BITUMINOUS CONCRETE, HOT PATCH REPAIR (2 L-7)
- — — — EX. BITUMINOUS CONCRETE TO REMOVE & DISPOSE (5-9 L-7)



NO.	REVISION	DATE

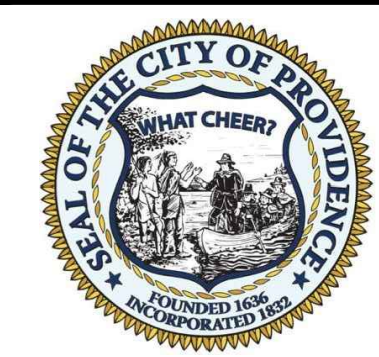
FENCE PLAN - KERRY KOHRING PARK
FENCE RENOVATIONS AT MULTIPLE PARKS
84 9TH ST
PROVIDENCE, RI

DATE:	4/13/2023
SCALE:	1"=10'-0"
DRAWN BY:	NM
CHECKED/ APPROVED:	MG
SHEET NO.:	L-1
	2 OF 8

FILE: FENC 22 01-PLANS.dwg

LOCUS MAP

NOT TO SCALE

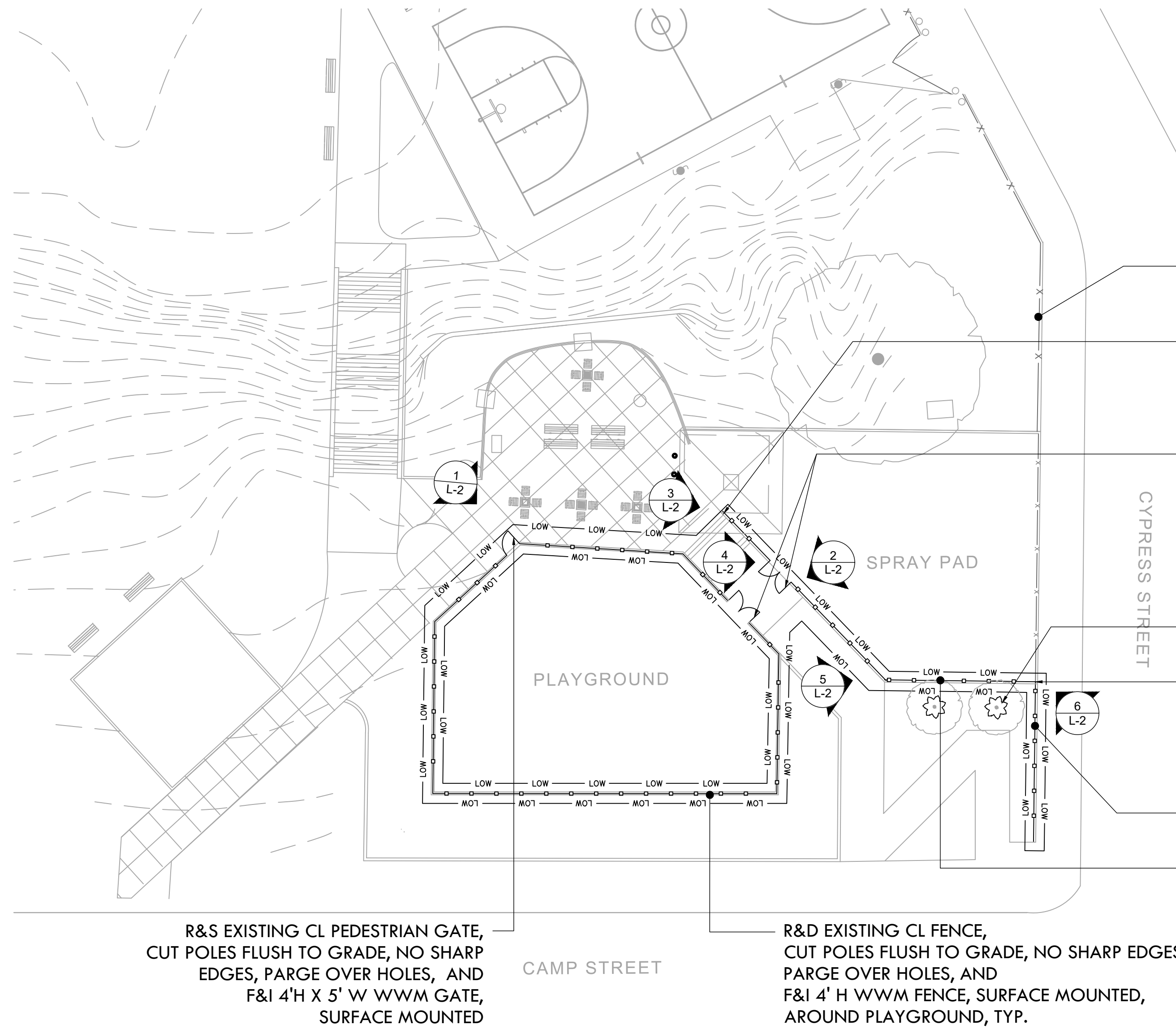


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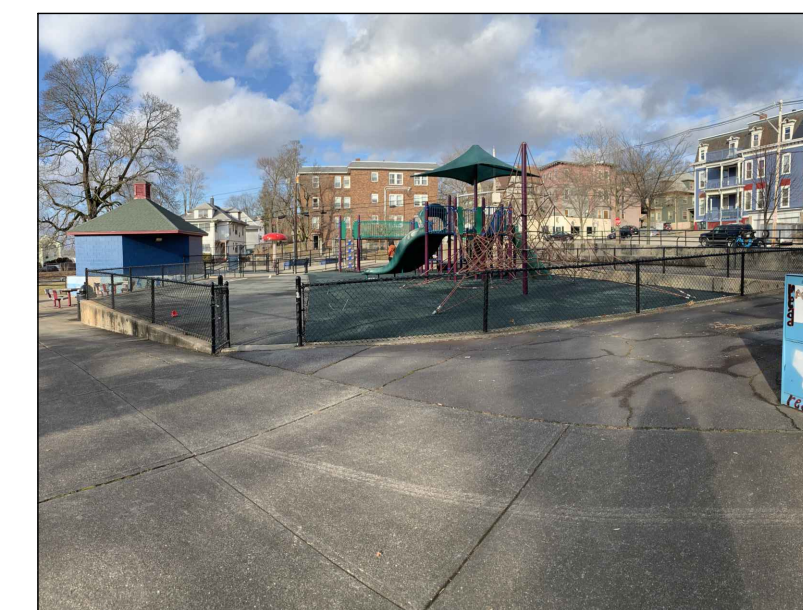
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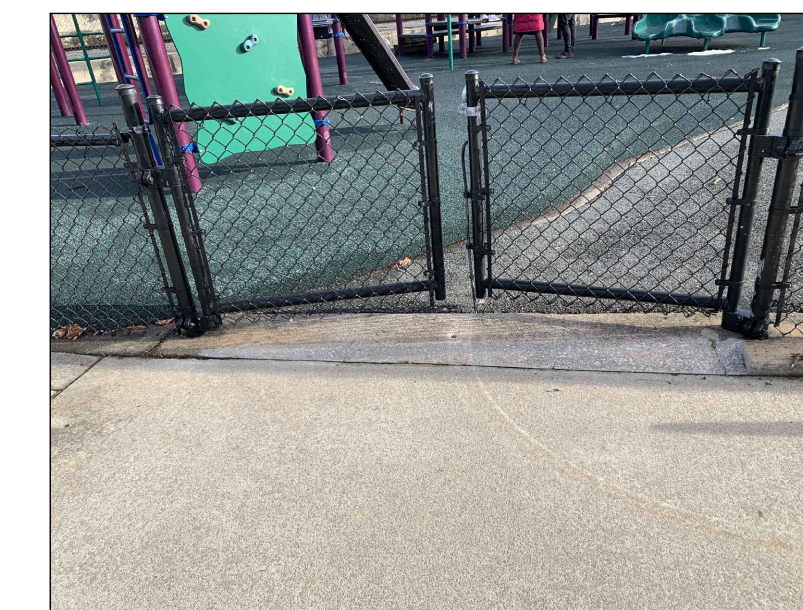
NO.	REVISION	DATE



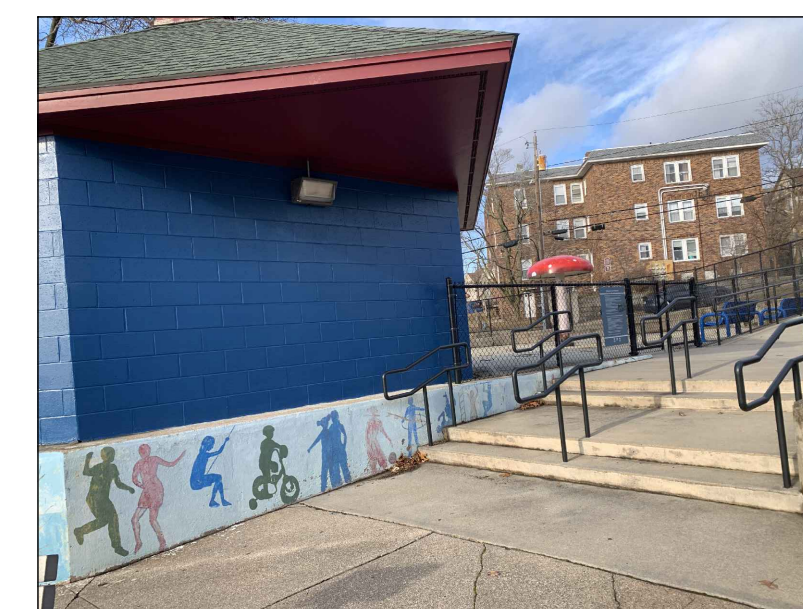
- EX CL FENCE TO REMAIN, TYP.
- F&I NEW POST FOR 4' H WWM FENCE ADJACENT TO EXISTING BUILDING, SURFACE MOUNTED, NO GAP WITH BUILDING
- R&S EXISTING CL SERVICE GATES, CUT POLES FLUSH TO GRADE, NO SHARP EDGES; PARGE OVER HOLES, AND F&I 4' X 7' W WWM GATE, SURFACE MOUNTED
- TREE PROTECTION AT TRUNK, TYP.
- F&I NEW POST FOR 4' H WWM FENCE ADJACENT TO EXISTING POLE, SURFACE MOUNTED, NO GAP WITH ABUTTER POST
- R&D EXISTING CL FENCE AND F&I 4' H WWM FENCE, TYP.
- R&D EXISTING CL FENCE, CUT POLES FLUSH TO GRADE, NO SHARP EDGES PARGE OVER HOLES, AND F&I 4' H WWM FENCE, SURFACE MOUNTED, AROUND SPRAYPAD, TYP.
- R&S EXISTING CL PEDESTRIAN GATE, CUT POLES FLUSH TO GRADE, NO SHARP EDGES, PARGE OVER HOLES, AND F&I 4' X 5' W WWM GATE, SURFACE MOUNTED
- R&D EXISTING CL FENCE, CUT POLES FLUSH TO GRADE, NO SHARP EDGES PARGE OVER HOLES, AND F&I 4' H WWM FENCE, SURFACE MOUNTED, AROUND PLAYGROUND, TYP.



1 VIEW OF PED. GATE & FENCING TO PLAYGROUND



2 VIEW OF SERVICE GATE TOWARDS PLAYGROUND

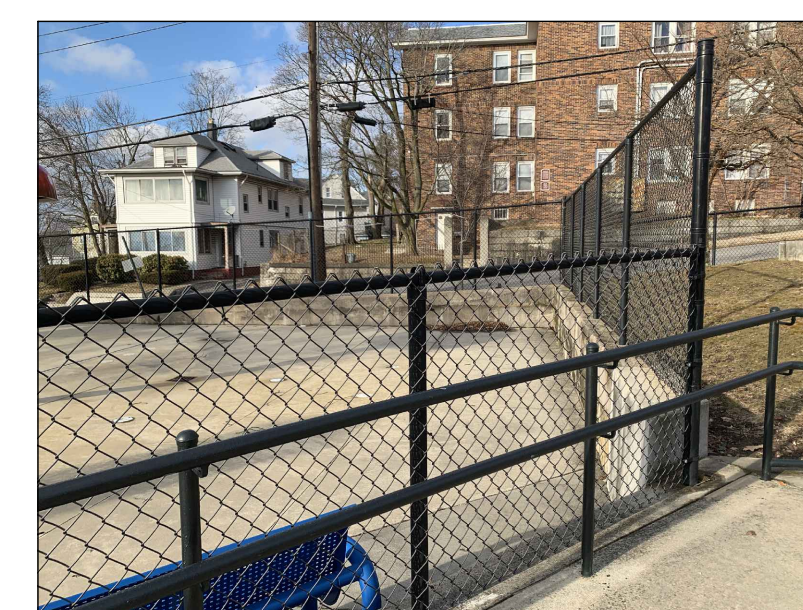


3 VIEW FROM STEPS TOWARDS SPRAY PAD RAMP



4 VIEW OF SERVICE GATE AT SPRAY PAD

MAY NEED TO TEMPORARILY MOVE BENCHES FOR INSTALL



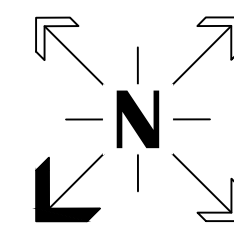
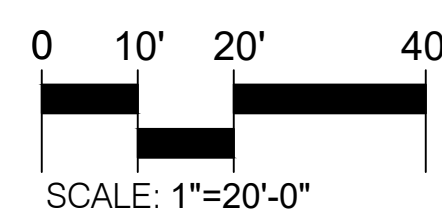
5 VIEW OF SPRAY PAD CORNER TOWARDS CYPRESS



6 VIEW OF EXISTING CL FENCE TO REMAIN ON CYPRESS

DEMO & MATERIALS PLAN LEGEND

- LOW — LIMIT OF WORK
- x — x — EXISTING CHAIN LINK (CL) FENCE TO REMAIN
- — — EXISTING WOODEN FENCE TO REMAIN
- — — EXISTING CL FENCE AND GATE TO BE REMOVED
- — — EXISTING CL FENCE AND GATE TO BE REMOVED AND REPLACED BY 4' HT. WELDED WIRE MESH (WWM) FENCE AND GATE
- ① L-3 TREE PROTECTION FENCE
- ② L-7
- ⑤-9 L-7
- SAWCUT, R&D EX. BITUMINOUS CONCRETE, HOT PATCH REPAIR
- EX. BITUMINOUS CONCRETE TO REMOVE & DISPOSE



FENCE PLAN - BILLY TAYLOR PARK
FENCE RENOVATIONS AT MULTIPLE PARKS
 140 CAMP ST
 PROVIDENCE, RI

FILE: FENC 22-01-PLANS.dwg

DATE: 4/13/2023

SCALE: 1"=20'-0"

DRAWN BY: NM SHEET NO.

CHECKED/ APPROVED: L-2

MG 3 OF 8

LOCUS MAP

NOT TO SCALE

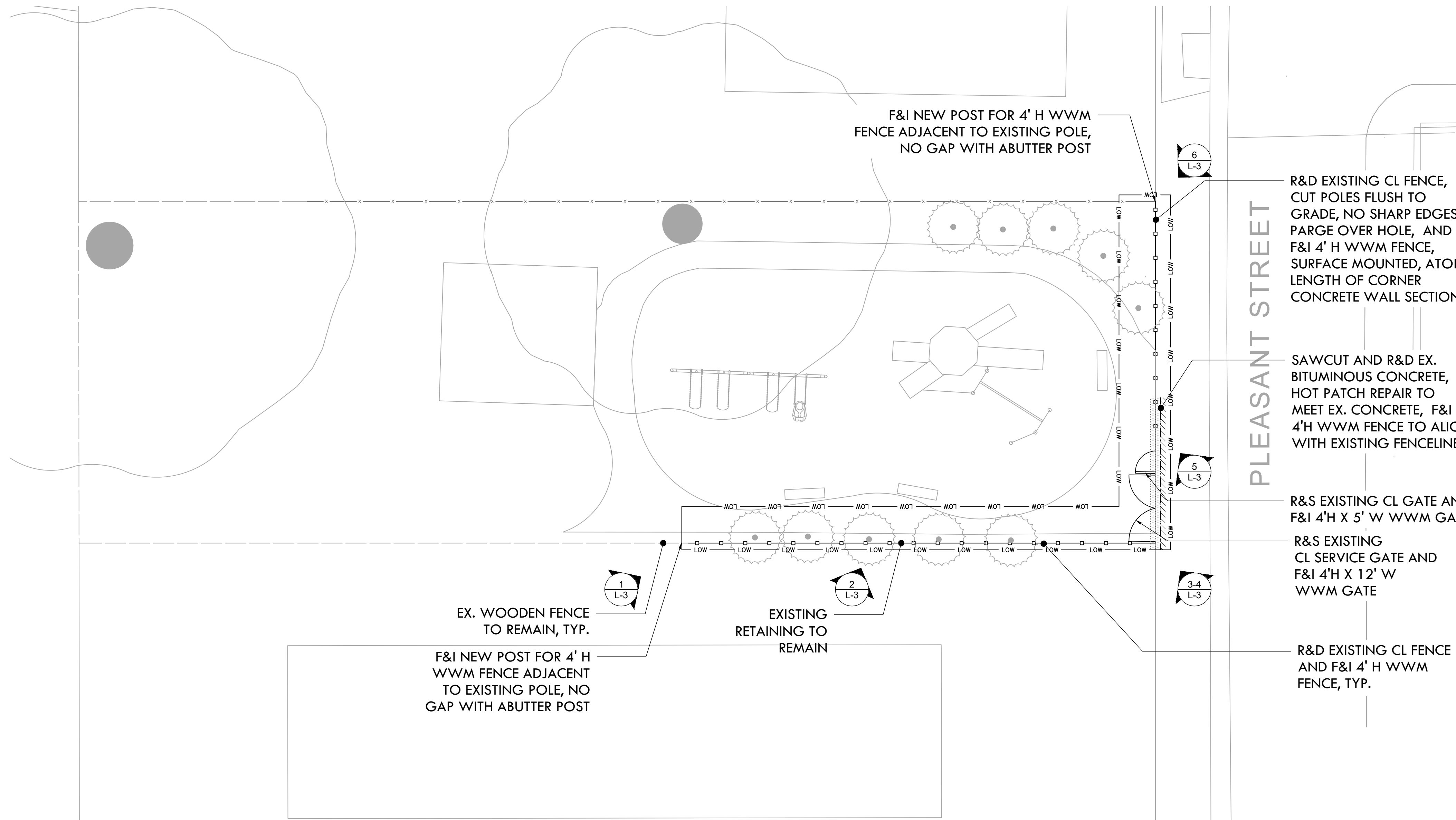


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1 VIEW OF EX. WOOD FENCE TO REMAIN AT SOUTH



2 VIEW OF EX. RETAINING TO REMAIN AT SOUTH



3 VIEW FROM PLEASANT ST AT SOUTHEAST CORNER



4 VIEW OF SERVICE GATE AT PLEASANT ST



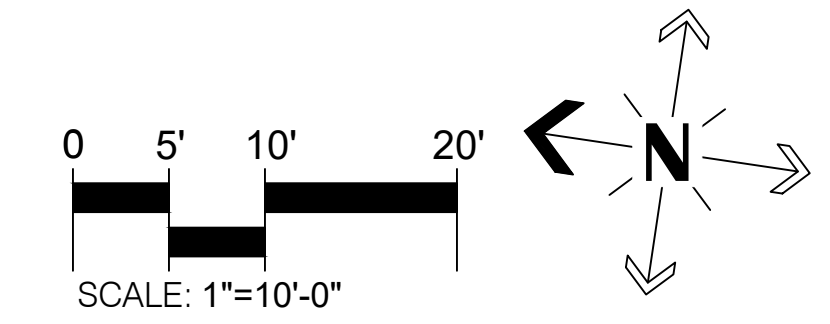
5 VIEW OF FENCE ALONG PLEASANT ST



6 VIEW FROM PLEASANT ST AT NORTHEAST CORNER

DEMO & MATERIALS PLAN LEGEND

- LOW — LOW — LIMIT OF WORK
- x — x — EXISTING CHAIN LINK (CL) FENCE TO REMAIN
- — — — EXISTING WOODEN FENCE TO REMAIN
- — — — EXISTING CL FENCE AND GATE TO BE REMOVED
- — — — EXISTING CL FENCE AND GATE TO BE REMOVED AND REPLACED BY 4' HT. WELDED WIRE MESH (WWM) FENCE AND GATE
- ① L-3 TREE PROTECTION FENCE
- ② L-7 SAWCUT, R&D EX. BITUMINOUS CONCRETE, HOT PATCH REPAIR
- ⑤-9 L-7 EX. BITUMINOUS CONCRETE TO REMOVE & DISPOSE



FENCE PLAN - PLEASANT ST PARK
FENCE RENOVATIONS AT MULTIPLE PARKS
 34 PLEASANT ST PROVIDENCE, RI

DATE:	4/13/2023
SCALE:	1"=10'-0"
DRAWN BY:	NM
CHECKED/ APPROVED:	MG
SHEET NO.	L-3
	4 OF 8

FILE: FENC 22 01-PLANS.dwg



1 VIEW FROM BROWN ST NEAR HALSEY TO SOUTH



2 VIEW BROWN ST NEAR ADULT FITNESS



3 VIEW FROM BROWN ST AT MAIN ENTRY



4 VIEW FROM BROWN ST NEAR NET PLAY



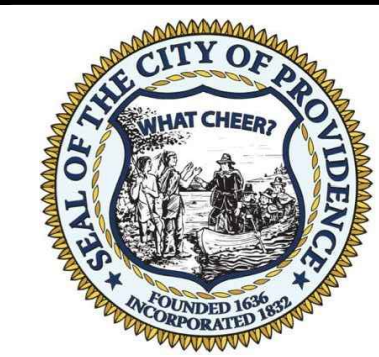
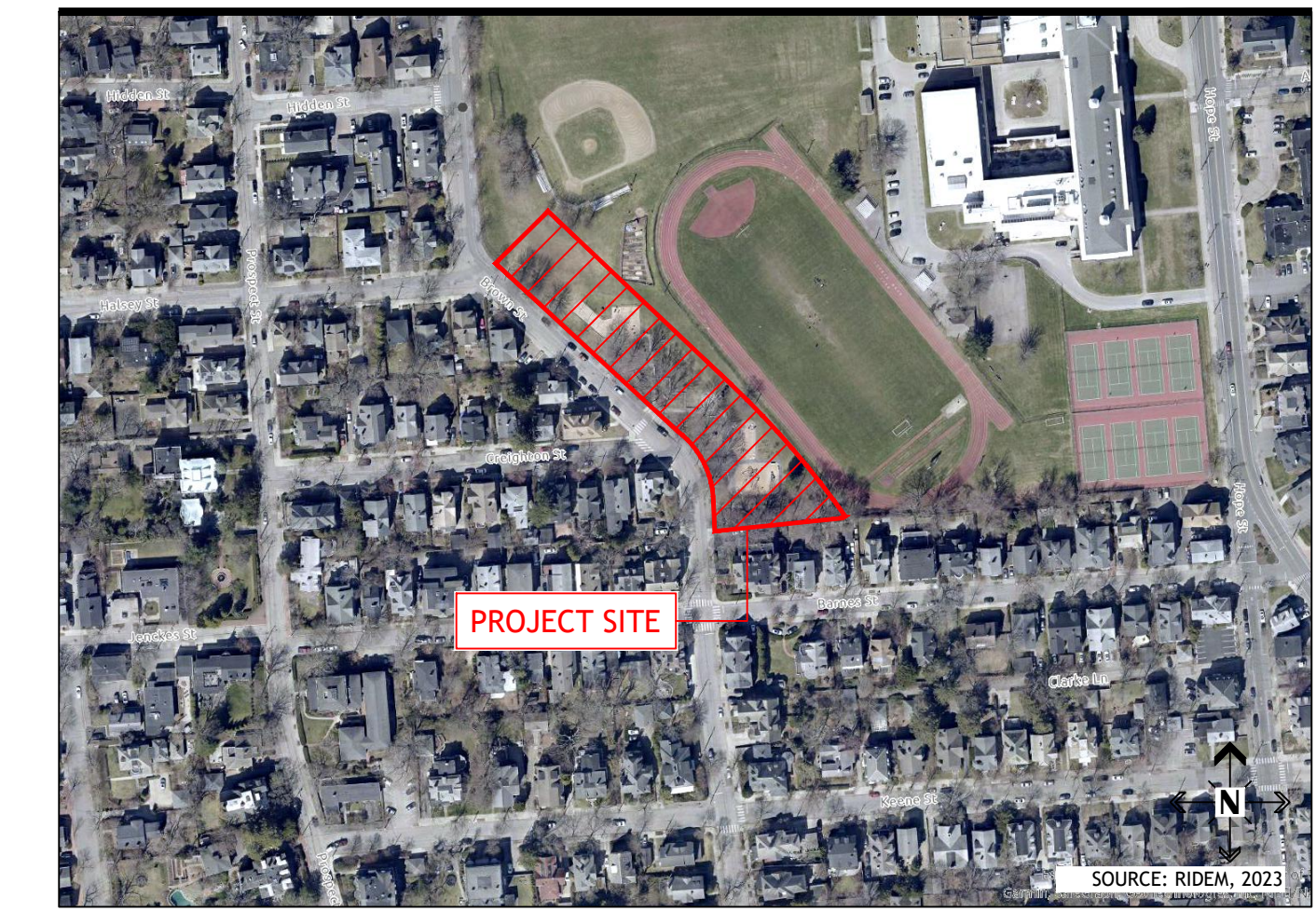
5 VIEW FROM BROWN ST. AT SOUTH ENTRY



6 VIEW FROM BROWN ST AT SOUTH FENCE CORNER

LOCUS MAP

NOT TO SCALE

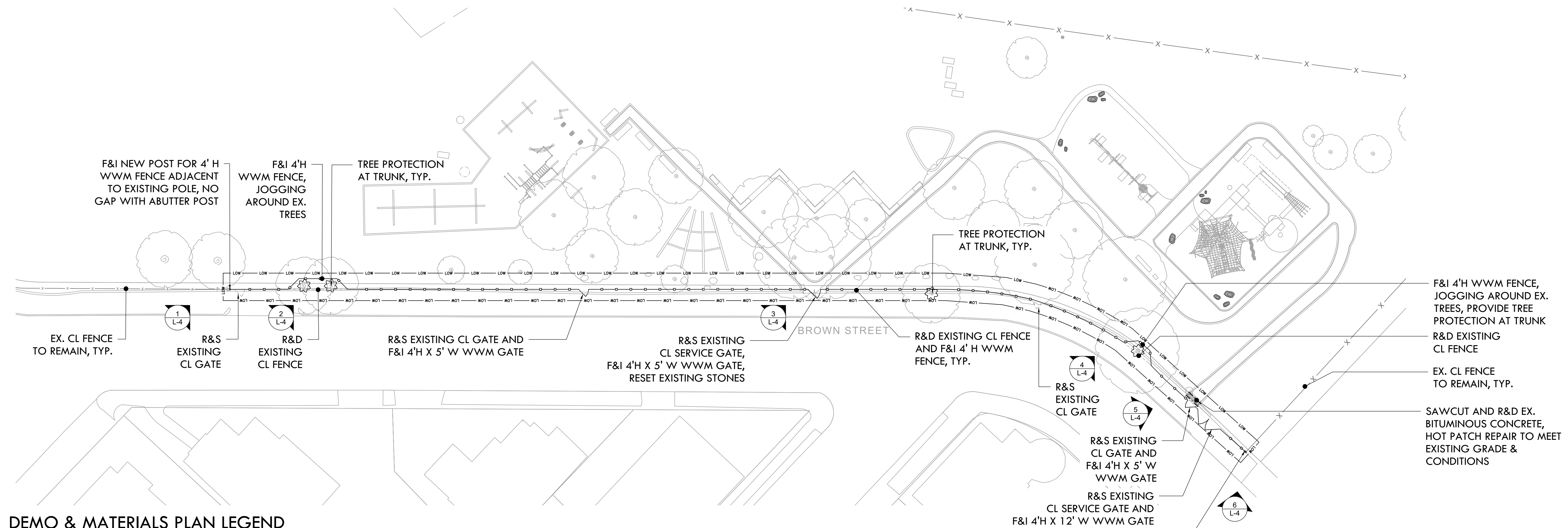


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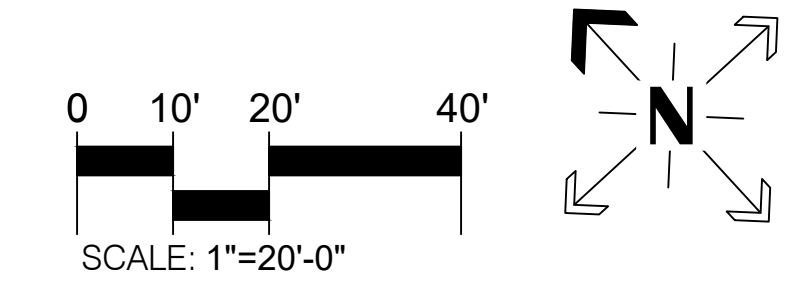
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DEMO & MATERIALS PLAN LEGEND

- LOW — LOW — LIMIT OF WORK
- x — x — EXISTING CHAIN LINK (CL) FENCE TO REMAIN
- — — — EXISTING WOODEN FENCE TO REMAIN
- — — — EXISTING CL FENCE AND GATE TO BE REMOVED
- — — — EXISTING CL FENCE AND GATE TO BE REMOVED AND REPLACED BY 4' HT. WELDED WIRE MESH (WWM) FENCE AND GATE
- ① L-3 TREE PROTECTION FENCE
- ② L-7 SAWCUT, R&D EX. BITUMINOUS CONCRETE, HOT PATCH REPAIR
- ⑤-9 L-7 EX. BITUMINOUS CONCRETE TO REMOVE & DISPOSE



FENCE PLAN - DIAMOND ST PARK
FENCE RENOVATIONS AT MULTIPLE PARKS
207 BROWN ST
PROVIDENCE, RI

DATE:	4/13/2023
SCALE:	1"=20'-0"
DRAWN BY:	NM
CHECKED/ APPROVED:	MG
SHEET NO.:	L-4
	5 OF 8



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PROVIDENCE, RI 02905

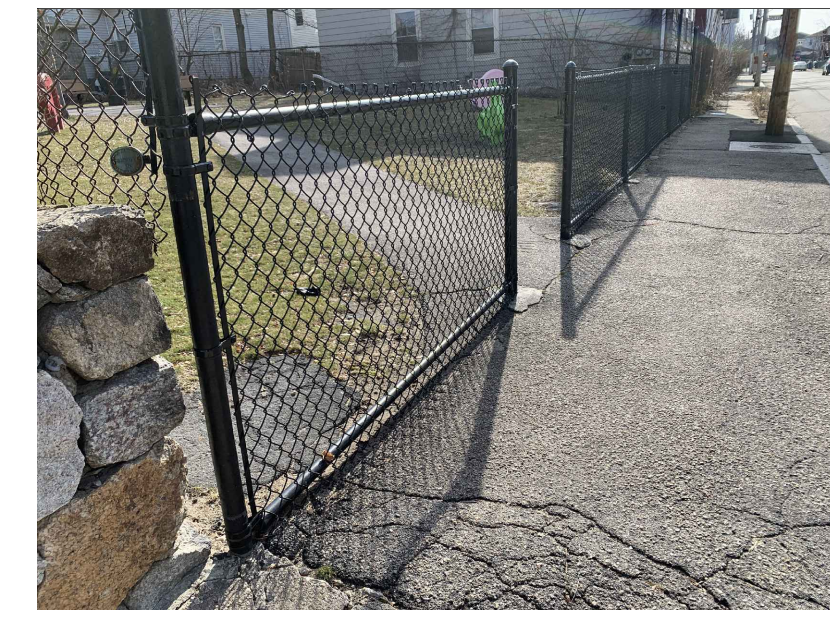
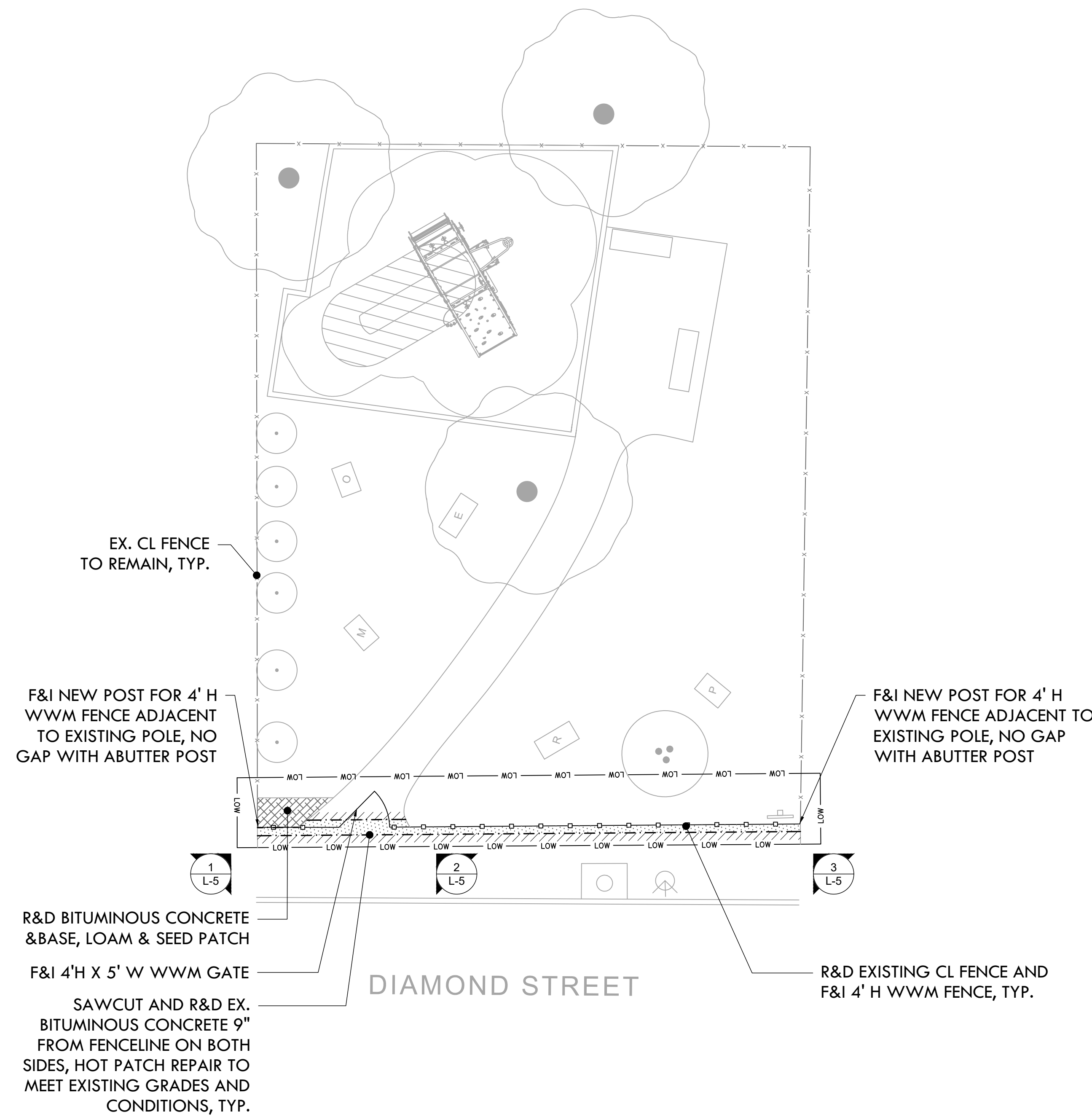
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FENCE PLAN - DIAMOND ST PARK
FENCE RENOVATIONS AT MULTIPLE PARKS
46 DIAMOND ST PROVIDENCE, RI

DATE:	4/13/2023
SCALE:	1/8"=1'-0"
DRAWN BY:	NM
CHECKED/ APPROVED:	MG
SHEET NO.	L-5
6 OF 8	



1 VIEW FROM DIAMOND ST FROM NW CORNER



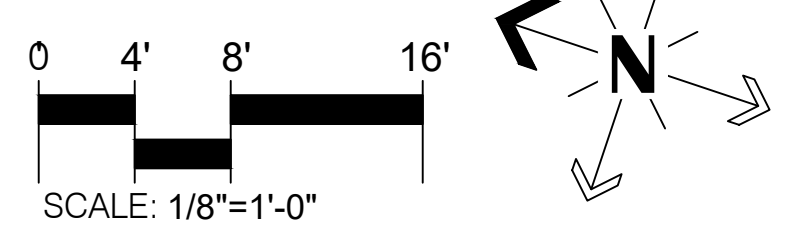
2 VIEW FROM DIAMOND ST AT ENTRY



3 VIEW FROM DIAMOND ST FROM SW CORNER

DEMO & MATERIALS PLAN LEGEND

- LOW — LOW — LIMIT OF WORK
- ~ ~ ~ TREE PROTECTION FENCE (1 L-3)
- SAWCUT, R&D EX. BITUMINOUS CONCRETE, HOT PATCH REPAIR
- EX. BITUMINOUS CONCRETE TO REMOVE & DISPOSE
- x-x- EXISTING CHAIN LINK (CL) FENCE TO REMAIN
- - - EXISTING WOODEN FENCE TO REMAIN
- (2 L-7) EXISTING CL FENCE AND GATE TO BE REMOVED
- (5-9 L-7) EXISTING CL FENCE AND GATE TO BE REMOVED AND REPLACED BY 4' HT. WELDED WIRE MESH (WWM) FENCE AND GATE





1 VIEW FROM GLENHAM ST AT SW CORNER



2 VIEW FROM GLENHAM AT TAYLOR SE CORNER



3 VIEW FROM TAYLOR AT GLENHAM SE CORNER



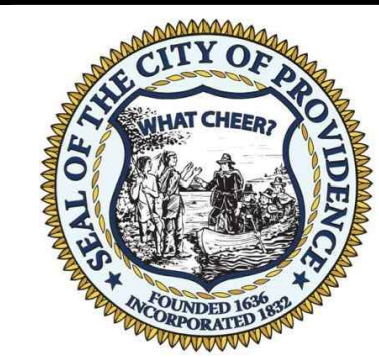
4 VIEW FROM TAYLOR ST TO PLAYGROUND



5 VIEW FROM TAYLOR ST AT NE CORNER

LOCUS MAP

NOT TO SCALE

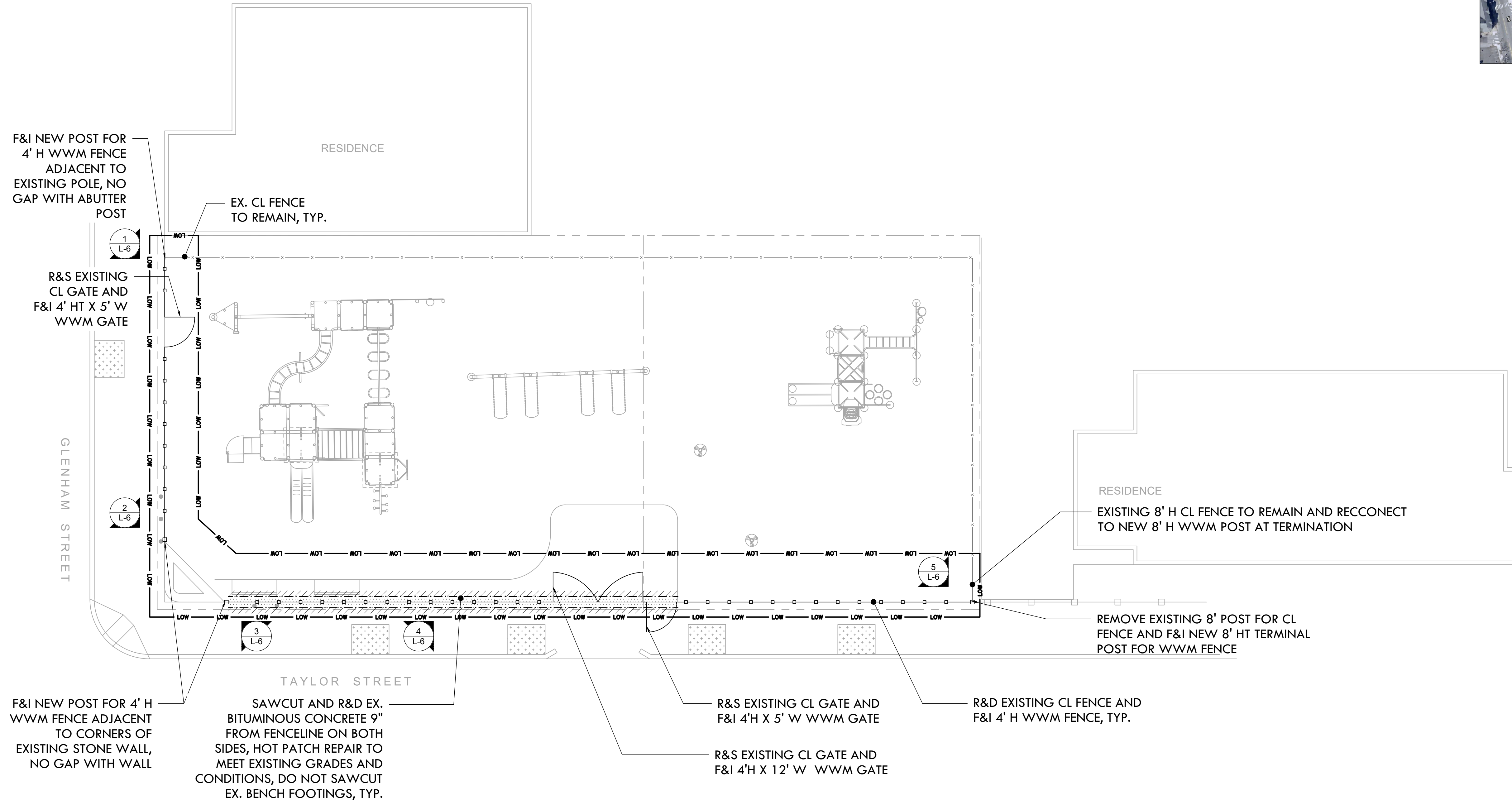


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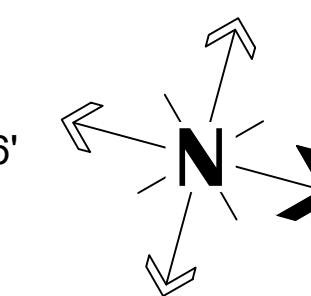
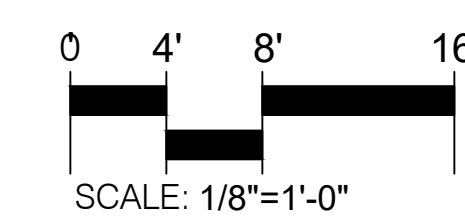
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DEMO & MATERIALS PLAN LEGEND

- LOW — LOW — LIMIT OF WORK
- ~ ~ ~ TREE PROTECTION FENCE (1 L-3)
- SAWCUT, R&D EX. BITUMINOUS CONCRETE, HOT PATCH REPAIR (2 L-7)
- EX. BITUMINOUS CONCRETE TO REMOVE & DISPOSE
- x-x- EXISTING CHAIN LINK (CL) FENCE TO REMAIN
- - - EXISTING WOODEN FENCE TO REMAIN
- - - EXISTING CL FENCE AND GATE TO BE REMOVED
- - - EXISTING CL FENCE AND GATE TO BE REMOVED AND REPLACED BY 4' HT. WELDED WIRE MESH (WWM) FENCE AND GATE (5-9 L-7)



FENCE PLAN - MATTIE SMITH TOT LOT
FENCE RENOVATIONS AT MULTIPLE PARKS
103 TAYLOR ST
PROVIDENCE, RI

DATE:	4/13/2023
SCALE:	1/8"=1'-0"
DRAWN BY:	NM
CHECKED/ APPROVED:	MG
SHEET NO.	L-6
	7 OF 8

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