Revised: 01/16/2025



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: SITE IMPROVEMENTS AT IOLA FRENCH PARK

Procurement/MinuteTraq #: 49489

Date to be opened: 6/16/2025

Issuing Department: Parks

QUESTIONS

- Please direct questions related to the process, how to fill out forms, and how to submit an application(Pages 1-8) to the Purchasing Department.
 - o Email: <u>purchasing@providenceri.gov</u>
 - Please use the subject line "Solicitation Question"
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - o Email: gdiaz@providenceri.gov
 - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
 - o Name: Sam Greenwood
 - o Title: Landscape Architect
 - o Email Address: sgreenwood@providenceri.gov

Pre-submission Conference

There will be a Non-Mandatory Pre-Bid Conference

Date of Pre-Bid Conference: 6/3/2025 Time: 10:00 AM

Other details: 221 Veazie St, Providence, RI

Deadline for questions submissions: 6/9/2025

Meeting Date: 6/16/2025

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 Conference 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 solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).

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- 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 solicitation. 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

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

This information is <u>NOT</u> requested to be provided in your initial bid by design.

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

BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- **Bid Form 2**: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 10-11) or on: https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/
 - *Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.
- **Supplemental Bid Form**: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, if requested (as indicated on page 5 of this document under "Bid Terms")

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

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

NOTICE TO VENDORS

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

BID TERMS

1.	Financial assurances may be required in order to be a successful bluder for Commodity of 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) \boxtimes A bid bond in the amount of $\underline{5}$ 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. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an
	original, or a photocopy or facsimile of an original, power of attorney.
	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 **ninety (90) 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, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual):	
Contact Name:	
Business Address:	
Business Phone #:	
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	
<u>Island</u> , 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*:	
Including Allowance	
Use additional pages if necessary for additional bidding details.	
	Signature of Representation
	Title

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

Upon behalf of		(Firm or Individual Bidding),	
Ι,	I,((Name of Person Making Certification),
bei	ng its		(Title or "Self"), hereby certify that:
1.	Bidder does not unlawfully discriminate on the ba orientation and/or religion in its business and hiri		
2.	All of Bidder's employees have been hired in con laws, rules and regulations.	nplian	ce with all applicable federal, state and local
I af	firm by signing below that I am duly authorized on	behal	f of Bidder, on
this	sday of	_20	<u></u> .
			Signature of Representation
			Printed Name

BID FORM 3: Certificate Regarding Public Records

Upon behalf of	(Firm or Individual Bidding),
I,	(Name of Person Making Certification),
	(Title or "Self"), hereby certify an
understanding that:	
(RFQ's), documents correcord upon receipt by and Supply (BOCS) mThe Purchasing Depart effort to request that se	onse to Requests for Proposals (RFP's) and Requests for Qualification ained within, and the details outlined on those documents become public e City Clerk's office and opening at the corresponding Board of Contract ing. ent and the issuing department for this RFP/RFQ have made a conscious itive/personal information be submitted directly to the issuing quest if verification of specific details is critical the evaluation of a
3. The requested supplem	tal information may be crucial to evaluating bids. Failure to provide disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information defined supplemental i submitted to the City C	nat has not been requested is enclosed or if a bidder opts to enclose the ormation prior to the issuing department's request in the bidding packet rk, the City of Providence has no obligation to redact those details and
5. The City of Providence the bidding packet may	bserves a public and transparent bidding process. Information required in ot be submitted directly to the issuing department at the discretion of the other information, such as pricing terms, from becoming public. Bidders of will be disqualified.
I affirm by signing below that	m duly authorized on behalf of Bidder, on
thisday of	
	Signature of Representation

Printed Name

BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

		hip, partnership, firm, corporation, holding company, joint stock company, bugh which business for profit or not for profit is conducted.
Name	of the person making this affidavit:	
Positio	n in the "Business"	
Name	of Entity	
Addres	ss:	
Phone	number:	
The nu	mber of persons or entities in your entity that are requ	uired to report under Sec. 2128.1 (e):
Read t	he following paragraph and answer one of the opt	ions:
are not	in writing within the 12 month period preceding the	abmission with the City of Providence, or with respect to the contracts that date of notification that the contract has reached the \$100,000 threshold, are to (please list all persons or entities required under <u>Sec. 2128.1 (e)</u>).
a. Mo	embers of the Providence City Council? If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	□ No Contribution Amount(s):
b. Ca	Indidates for election or reelection to the Providence of If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	City Council? ☐ Yes ☐ No Contribution Amount(s):
c. Th	ne Mayor of Providence? Yes No If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):
d. Ca	Indidates for election or reelection to the office of Ma If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	yor of Providence? □ Yes □ No Contribution Amount(s):
	Signed under the pains and penalties of perjury.	Position

MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:						
Bidder's Address:						
Point of Contact:						
Telephone:						
Email:						
Procurement #:						
Project Name:						
Which one of the follo business' status in terr Owned Business Enter State of Rhode Island'	ns of Minority and/orprise certification we? (Check all that app	or Woman with the ly).			Neither MBE nor WI	
including a description Please note that all MI time of bid. The MBE instructions and requir Nonprofit or Construction provide upda						
Name of Subcontracto	or/Supplier:					
Type of RI Certification	on:	□МВЕ	□WBE	□Ne	either	
Address:						
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the	tractor or Materials plier Per the Scope					
Total Contract Value (Subcontract Value (\$):		Participation Rate (%):	
Total Contract Value (Anticipated Date of Po	(\$):					
Anticipated Date of Po	(\$): erformance: of perjury that the f	orgoing staten	Value (\$):	correct.		
Anticipated Date of Po	(\$): erformance: of perjury that the f	orgoing staten	Value (\$):	correct. Title		Date
Anticipated Date of Po	(\$): erformance: of perjury that the f	orgoing staten	Value (\$):			Date
Anticipated Date of Po	(\$): erformance: of perjury that the fendor Signature	orgoing staten	Value (\$):			Date Date

*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.

MBE/WBE Waiver Request Form

or Duly Authorized Representative

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 gdiaz@providenceri.gov, for review <a href="mailto:priorito:pri

Prime Bidder:		_ Contact Email and Phone	
Company Name, Address: Project /Item Description (as seen	DED).	Trade	
roject/item Description (as seen	on KFP):		
o receive a waiver, you must list			ne name of the primary individual wi
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?
raiver of % MBE/WBE	(20% minus the value of Bo	x F on the Subcontractor Disclo	f the total bid value. I am requesting sure Form). If an opportunity is effort will be made to select MBE/W
ignature of Prime Contractor / r Duly Authorized Representativ	Printed N	Name	Date Signed
ignature of City of Providence //BE/WBE Outreach Director /		Name of City of Providence BE Outreach Director	Date Signed

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II Section 21-28.1 c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

"FIRST SOURCE" REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. III 1/2 First Source Agreements Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

Revised: 01/16/2025



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

SUPPLEMENTAL BID FORM

To whom it may concern:

- 1. The undersigned, having familiarized (himself) (themselves) (itself) with the **Site Improvements at Iola French Park** bid affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid Bond, Form of Agreements, form of Non-Collusive Affidavit, Addenda (if any), Drawings, Technical Specification, Form of Surety Bond(s); as prepared by the Providence Parks Department, and on file in the office of the City Clerk 3rd Floor, City Hall, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform such other required work for the **Site Improvements at Iola French Park** and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.
- 2. In submitting this Bid, the bidder understands that the right is reserved by The Providence Parks Department to reject any and all Bids, If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within (10) days after the Agreement is presented to him/her for signature.

Herewith in accordance with the instructions to Bidders.

- 3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this. Bid or any bids for the Contractor for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.
- 4. Application unit prices are contained in the Agreement (established as the result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the City of Providence may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the application unit prices specified in the Contract.
- 5. The City of Providence reserves the right to determine the lowest responsible Bidder based on past experience with the City and/or recommendations by City and/or state agencies with an interest in this procurement. The City reserves the right to award the project to the appropriate bidder in the best interest of the City of Providence.

CERTIFICATION OF NON-SEGREGATED FACILITIES

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

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

DATE	_	
Name of Bidder and Official Address:	Name of Authorized Representative (Conta	ect):
	D	
E-Mail:	Phone:	
Bidder shall indicate, in space provided, the earliest possible Project Start-up Date:		_
ADDENDA: The undersigned acknowledges received Any):	pt of the following Addenda, if any, and has included the p	rovisions thereof in this Bid (If
Addendum No. Date	Addendum No. <u>Date</u>	
, 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

Revised: 01/16/2025



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Project Description:

Iola French Park is a neighborhood park in the Wanskuck neighborhood of Providence. The park acts as a green school yard for Veazie Street Elementary School, in addition to abutting the Wanskuck Library and affordable housing apartment complexes. Iola French Park features a 5-12 play area, a softball field, and a walking loop. This project will realign and improve the softball field with athletic lighting and other amenities, create a 2-5 year old play area, extend the walking path, and increase the number of trees in the park.

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

- Relocate softball field with new backstop, dugouts, bleachers
- Install field lighting system on 60' and 70' poles (with new electric service)
- Install irrigation system (with new water service, meter, and enclosure)
- 2-5 playground with synthetic turf surfacing
- Asphalt path extension/realignment
- New trash receptacles
- New shade & flowering trees

ADD ALTERNATES include:

- Outdoor adult fitness/picnic area
- additional path realignment,
- Multi-Use Game Area (MUGA),
- Expansion of the park into an adjacent parking lot
- Adding corrugated roofs to the dugouts.

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		
(\$), SUBTOTAL BASE BID			
ALLOWANCE:	\$60,000.00				
TOTAL BASE BID	W/ ALLOWANCE:	\$			

ABBREVIATIONS

R&S	Remove & Stockpile	EA	Each
R&D	Remove & Dispose	LF	Linear Foot
D&I	Deliver & Install, owner provided	SF	Square Foot
F&I	Furnish & Install	CY	Cubic Yard
LS	Lump Sum	TN	Ton

ADD ALTERNATES:

1.	Add Alt #1 – F&I Adult Fitness and Picnic Area - Per Lump Sum		
		LS	\$
price in			*
2.	Add Alt #2 – F&I Asphalt Path - Per Lump Sum		
price in	writing	_ LS	\$
•	C		
3.	Add Alt #3 – F&I Multi-Use Game Area (MUGA) - Per Lump Sum		
		_ LS	\$
price in	writing		
4.	Add Alt #4 – F&I Park Expansion @ Hyacinth St - Per Lump Sum		
		IC	ø
price in		_ LS	\$
_	•		
5.	Add Alt #5 – F&I Corrugated Dugout Roofs - Per Lump Sum		
		_ LS	\$
price in			
6.	Add Alt #6 – F&I Evergreen Trees - Per Lump Sum	LS	\$
price in		_ Lo	Ψ
UNIT I	PRICES – BASE BID:		
1.	F&I Temporary Tree Protection, complete. – Per Linear Foot		
		_ LF	\$
price in	-		
2.	F&I Compost Filter Silt Sock, complete. – Per Linear Foot		
		_ LF	\$
price in	writing		
3.	R&D Asphalt, complete. – Per Square Yard		
		SY	\$
price in	writing	_ ~ ~	*
4.	R&D Infield Mix, complete. – Per Square Foot		
		SE	C
price in	writing	_ SF	S
	O .		

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:	

3.	R&D Chain Link Fencing, complete. – Per Linear Foot		
		LF	\$
price in	writing		
6.	Fine Grading, complete. – Per Cubic Yard		
		CY	e
price in	writing	С1	5
	F&I New Electric Service from Stansbury St, complete – Per Lu	mp Sum	
	• • • • • • • • • • • • • • • • • • • •	_	
muiaa in		LS	\$
price in	-		
0.	F&I Athletic Field Lighting & Controls, complete – Per Lump S	um	
		LS	\$
price in	writing		
9.	F&I New 3" Water Service from Stansbury St complete – Per Lu	ımp Sum	
		LS	\$
price in	writing		•
10.	F&I Water Meter & Backflow w/ Enclosure, complete – Per Lur	np Sum	
		T.C	
price in	writing	LS	\$
-	F&I Irrigation System for Softball Field – Per Lump Sum		
11.	Tel Imgation System for Softban Field – Fer Lump Sum		
		LS	\$
price in	_		
12.	F&I 20' Ht. Foul Poles, complete – Per Each		
		EA	\$
price in	writing		
13.	F&I 3" Asphalt Path, complete. – Per Square Foot		
		CE	0
price in	writing	SF	\$
_	F&I 4" Concrete Pad/Walk, complete. – Per Square Foot		
		SF	\$
price in	-		
15.	F&I 55 Gallon Trash Receptacle, surface mount – Per Each		
		EA	\$
price in	writing		
16.	F&I Softball Field Backstop, complete – Per Lump Sum		
		LS	\$
nuica in	writing		

BIDDER:

17.	F&I 6'H Chain Link Fencing, complete – Per Linear Foot		
		_LF	\$
price in	writing		
18.	F&I 12'H Chain Link Fencing, complete – Per Linear Foot		
		LF	\$
price in	writing	_ 121	<u> </u>
19.	F&I Chain-Link Dugouts with Concrete Pads, complete – Per Each		
		_ EA	\$
price in	writing		
20.	F&I 92" Dugout Benches, surface mount – Per Each		
		EA	\$
price in	writing		T
21.	F&I 4" Infield Mix, complete – Per Cubic Yard		
		CY	¢
price in	writing		\$
_	F&I Softball Bases, Homeplate, and Pitching Rubber, complete – Per	· Lump Sum	1
	T	-	
nwiga in	itivo	_LS	\$
price in			
23.	F&I Precast Concrete Curb, complete – Per Linear Foot		
		_ LF	\$
price in	_		
24.	F&I Artificial Turf & Attenuation Layer, complete – Per Square Foo	ot	
		_SF	\$
price in	writing		
25.	F&I Toddler Swing w/ 2 Bucket Seats, complete – Per Lump Sum		
		LS	S
price in	writing	~	*
26.	D&I Berliner SpooRoo M.01, surface mount, complete – Per Lump S	um	
		1.0	en.
price in	writing	_LS	\$
_	F&I Spinner Bowl, complete – Per Lump Sum		
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price in	weiting	_LS	\$
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28.	F&I 3-Panel Climber, complete – Per Lump Sum		
		_LS	\$

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BIDDER:

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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:				

6.	F&I Vault Bar, complete. – Per Each		
		EA	\$
price in	writing		
7.	F&I Junior Crossing of Giants, complete. – Per Lump Sum		
		LS	<u>\$</u>
price in	writing		
8.	F&I Timber Guard Rails, complete. – Per Linear Foot		
		LF	<u>\$</u>
price in	writing		
9.	F&I 12'W Chain Link Service Gate, complete. – Per Each		
		EA	\$
price in 10.	writing F&I Evergreen Trees – 6-7' Ht. B&B, complete. – Per Each		
		EA	\$

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:		



ADDITIONAL BID DOCUMENTS

The complete set of Bid Documents includes the pages above & the following:

- o PREVAILING WAGE DECISION
- SAMPLE CONTRACT
- TECHNICAL SPECIFICATIONS:

•	01 00 00	General Requirements
•	01 56 39	Temporary Tree and Plant Protection
•	02 41 19	Selective Demolition
•	03 30 00	Cast-In-Place Concrete
•	11 68 13	Playground Equipment
•	11 68 33	Athletic Field Equipment
•	13 34 16	Grandstands and Bleachers
•	26 00 00	Electrical
•	31 20 00	Earth Moving
•	31 22 13	Rough Grading
•	31 23 16.13	Trenching
•	31 25 00	Erosion and Sedimentation Controls
•	32 12 16	Asphalt Paving
•	32 13 13	Concrete Paving
•	32 16 00.10	Precast Concrete Curbs
•	32 18 13	Synthetic Grass Surfacing
•	32 18 23.10	Infield Skin Surface
•	32 31 13	Chain Link Fences and Gates
•	32 33 00	Site Furnishings
•	32 84 00	Planting Irrigation
•	32 91 19	Landscape Grading
•	32 92 00	Turf and Grasses
•	32 93 00	Plants
•	33 14 13	Public Water Utility Distribution Piping

O PROVIDENCE PARKS DEPT DRAWINGS:

L-8.2

L-8.3

•	L-1	Cover Sheet
•	L-2	Existing Conditions/Demolition Plan
•	L-3.1	Grading & Utilities Plan - Softball Field
•	L-3.2	Grading Plan Enlargements
•	L-4.1	Materials Plan - Softball Field
•	L-4.2	Materials Plan Enlargements
•	L-5.1	Layout Plan - Softball Field
•	L-5.2	Layout Plan Enlargements
•	L-6	Planting Plan
•	L-7	Irrigation Plan
•	L-8.1	Construction Details 1

Construction Details 2

Construction Details 3

- L-8.4 Construction Details 4
- L-8.5 Irrigation Details
- CONSULTANT DRAWINGS/SPECS:
 - Musco Lighting Plan (6 Pages)
 - Musco Lighting Control Summary (3 Pages)
 - Preliminary Footing Detail (1 Page)
 - Specification 26 56 68 Exterior Athletic Lighting (9 pages)

ADDITIONAL INFORMATION REQUIRED WITH BID:

- Qualifications to Perform Work See Form Below for Information Required
- Addenda (If Any) Must Be Acknowledged on Bid Form (Page 14)
- Product Information for Items Submitted as 'Or Equal' to Specified Materials

PROVISIONS OF THIS PROJECT:

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

CLOSE OUT DOCUMENTS:

- Prior to Final Payment the Vendor Shall Provide the Following:
 - Copies of Permits Signed off and Approved (If Any)
 - o Operating Manuals and Warranties Shall Be Transferred and/or Delivered
 - o Full and Completed As-Built Drawings Shall be Submitted for Approval
 - o Training Shall be Provided to City Personnel (If Required)
 - 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 Purchasing at <u>purchasing@providenecri.gov</u> and (Sam Greenwood, Landscape Architect and sgreenwood@providenceri.gov), no later than five (5) working days before the bid opening date.

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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 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.



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 of mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification or work actually performed, without regard to skill, excepts as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFT part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contact shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a relationship to the wage rates contained in the wage determination.
 - (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of



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

- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
 - 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much that the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract. HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
 - 3. (i) Payrolls and basic records. Payrolls and basic record relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonable anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) or the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits ins enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)



- (ii) (a) The contractor shall submit weekly for each in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-34 is available for this purpose and may be purchases from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), Government Printing Office, Washington, Dc 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
 - (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 20 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less that the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - (c) The weekly submission of a property executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph AA.3. (ii)(b) of this section.
 - (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code. (iii) The contractor of subcontractor shall make the records required under paragraph A.3. (i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.
 - 4. (i) Apprentices and Trainees. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprentice program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the age determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the



applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the even the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less that the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirement of Executive Order 11246, s amended, and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontract the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR Part 5.5
- 7. Contracts termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor as provided in 29 CFR 5.12
- 8. Compliance with Davis-Bacon and Related Act Requirements. All ruling and interpretations of the Davis-Bacon and Related Act contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (i) Certification of Eligibility. By entering in to this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR part 24.
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act of 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) The penalty to making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transaction", provides in part: "Whoever,



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

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

C. Health and Safety

- (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: RI20250001 03/14/2025

Superseded General Decision Number: RI20240001

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)(1).

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

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.75 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 2025.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$13.30 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 2025.

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 0 1 2	Publication Date 01/03/2025 03/07/2025 03/14/2025	
ASBE0006-006 09/01/202	24	
	Rates	Fringes
HAZARDOUS MATERIAL HAND (Includes preparation, wetting, stripping, rem scrapping, vacuuming, b & disposing of all insu- materials, whether they contain asbestos or not mechanical systems)	noval pagging plation r r, from r 49.91	36.63
ASBE0006-008 09/01/202		
	Rates	Fringes
Asbestos Worker/Insulat Includes applicati all insulating mat protective coverin coatings & finishe types of mechanica	on of erials, egs,	36.63
* BOIL0029-001 01/01/20	25	
	Rates	Fringes
BOILERMAKER	•	28.82
BRRI0003-001 06/01/202		
	Rates	Fringes
Bricklayer, Stonemason, Pointer, Caulker & Clea	ner\$ 46.86	
BRRI0003-002 09/01/202	22	
	Rates	Fringes
Marble Setter, Terrazzo Worker & Tile Setter		30.34
BRRI0003-003 09/01/202	22	
	Rates	Fringes
Marble, Tile & Terrazzo	\$ 38.78	
CARP0330-001 06/03/202	24	
	Rates	Fringes
CARPENTER (Includes Sof Floor Layer)	\$ 45.13 \$ 44.88 \$ 57.03	30.25 30.25 30.25 32 of 216

 Piledriver
 \$ 41.53
 29.35

 WELDER
 \$ 44.88
 30.25

FOOTNOTES:

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

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

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

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

* CARP1121-002 01/06/2025

	Rates	Fringes
MILLWRIGHT	\$ 45.72	31.50

ELEC0099-002 06/01/2024

	Rates	Fringes
ELECTRICIAN	.\$ 52.11	47.25%
Teledata System Installer	.\$ 39.09	11.02%+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 01/01/2025

Rates Fringes

ELEVATOR MECHANIC...........\$ 64.52 38.435+a+b

FOOTNOTES:

- a. PAID HOLIDAYS: New Years Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.
- b. Employer contributes 8% basic hourly rate for 5 years or more of service of 6% basic hourly rate for 6 months to 5 years of service as vacation pay credit.

ENGI0057-001 12/01/2024

Rates

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\$ 49.0	5	29.70
GROUP	2\$ 47.0	5	29.70
GROUP	3\$ 42.6	7	29.70
GROUP	4\$ 39.8	2	29.70
GROUP	5\$ 46.1	0	29.70
GROUP	6\$ 36.9	0	29.70
GROUP	7\$ 30.9	0	29.70
GROUP	8\$ 42.7	5	29.70
GROUP	9\$ 46.6	7	29.70

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.

ENGI0057-003 12/01/2024

BUILDING CONSTRUCTION

		Rates	Fringes
Power Equip	ment Operator		
GROUP	1\$	48.32	28.45
GROUP	2\$	46.32	28.45
GROUP	3\$	46.10	28.45
GROUP	4\$	42.10	28.45
GROUP	5\$	39.25	28.45
GROUP	6\$	45.40	28.45
GROUP	7\$	44.97	28.45
GROUP	8\$	42.29	28.45

a.BOOM LENTHS, INCLUDING JIBS:

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

- a. PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, July Fourth, Victory Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day & Christmas Day. a: Any employee who works 3 days in the week in which a holiday falls shall be paid for the holiday.
- a. FOOTNOTE: Hazmat work: \$2.00 per hour additional. Tunnel/Shaft work: \$5.00 per hour additional.

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

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

GROUP 7: Well point installation crew

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

ENGI0057-005 11/01/2024

	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	\$ 44.20 \$ 42.20 \$ 36.90 \$ 23.50	29.45 29.45 29.45 29.45 29.45 29.45
GROUP 6GROUP 7		29.45 29.45
GROUP 8		29.45

- a. FOOTNOTE: a. Any employee who works three days in the week in which a holiday falls shall be paid for the holiday.
- b. 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: Cranes, pile drivers, lighters, boom trucks, hoists, derricks
- GROUP 2: Digging machines, excavators, locomotives, John Henry's, directional drilling machines, cold planers, reclaimers, pavers, spreaders, graders, front-end loaders (3yds & over), vacuum truck, drill/boring machine operators, vermeer saw, water blaster, hydraulic-demolition robot, Ross Carriers, concrete pump operators, asphalt/material transfer machines, rotating telehandlers, SPMT type equipment
- GROUP 3: Wellpoint installation and drill/boring machine assistants
- GROUP 4: Utility engineers
- GROUP 5: Signal persons
- GROUP 6: Oilers on cranes and deckhands
 - GROUP 7: Combination loader / backhoes, front-end loaders (less than 3 yds.), forklift, bulldozers, scrapers, boats, rollers, skid steer loaders (regardless of attachments), street sweepers, mechanics, welders, operators in materials yards, shops and garages
 - GROUP 8: Gas and electric drive heaters, concrete mixers, 36 of 216

light plants, welding machines, pumps and compressors

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IRON0037-001 09/16/2024

	Rates	Fringes
IRONWORKER	.\$ 41.59	32.98

LAB00271-001 12/03/2023

BUILDING CONSTRUCTION

	F	Rates	Fringes
LABORER			
GROUP	1\$	37.00	26.90
GROUP	2\$	37.00	26.90
GROUP	3\$	37.00	26.90
GROUP	4\$	37.00	26.90
GROUP	5\$	39.00	26.90
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

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LAB00271-002 11/27/2022

F	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1\$	55.40	24.15
Group 2\$		24.15
Group 3\$		24.15
FREE AIR		
Group 1\$	46.00	24.15
Group 2\$		24.15
Group 3\$		24.15
LABORER		
Group 1\$	33.05	24.05
Group 2\$		24.85
Group 3\$		24.85
Group 4\$		24.85
Group 5\$		24.85
OPEN AIR CAISSON,		
UNDERPINNING WORK AND		
BORING CREW		
Bottom Man\$	41.50	24.15
Top Man & Laborer\$	35.60	24.15
TEST BORING		
Driller\$	41.95	24.15
Laborer\$	41.95	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, 38 of 216

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

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 39 of 216

GROUP 3.	Hazardous	waste	work	within	the	""HOT""	zono
GROUP 5:	nazar uous	waste	MOLK.	MTTUTU	Lne	пит	201

	Rates	Fringes
PAINTER		
Brush and Roller	.\$ 38.07	25.80
Epoxy, Tanks, Towers,		
Swing Stage & Structural		
Steel	.\$ 40.07	25.80
Spray, Sand & Water		
Blasting	.\$ 41.07	25.80
Taper	.\$ 38.82	25.80
Wall Coverer	.\$ 38.57	25.80

PAIN0011-006 06/01/2024

	kates	Fringes
GLAZIER	\$ 41.63	26.15

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2024

	Rates	Fringes
Painter (Bridge Work)	.\$ 57.85	26.40
PAIN0035-008 06/01/2011		

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

* PLAS0040-001 01/01/2025

BUILDING CONSTRUCTION

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 44.75 29.10

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

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 44.75	29.10

^{*} PLAS0040-003 01/01/2025

^{*} PLAS0040-002 01/01/2025

	Rates	Fringes
PLASTERER	•	29.43
PLUM0051-002 08/26/2024		
	Rates	Fringes
Plumbers and Pipefitters	\$ 52.49	33.60
ROOF0033-004 12/01/2024		
	Rates	Fringes
ROOFER	•	31.01
SFRI0669-001 01/01/2025		
	Rates	Fringes
SPRINKLER FITTER	•	33.44
SHEE0017-002 12/01/2024		
	Rates	Fringes
Sheet Metal Worker	•	41.14
TEAM0251-001 05/01/2024		
HEAVY AND HIGHWAY CONSTRUCTION		
	Rates	Fringes
TRUCK DRIVER GROUP 1	\$ 30.86 \$ 30.91 \$ 30.96 \$ 31.06	36.9125+A+B 36.9125+A+B 36.9125+A+B 36.9125+A+B 36.9125+A+B 36.9125+A+B

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.

GROUP 7.....\$ 31.66

GROUP 8.....\$ 31.16

GROUP 9.....\$ 31.41

GROUP 10.....\$ 31.21

- 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)

36.9125+A+B

36.9125+A+B

36.9125+A+B

36.9125+A+B

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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

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

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage

determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
 - a) a survey underlying a wage determination
 - b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

END OF GENERAL DECISION"

CONSTRUCTION AGREEMENT

This Construction Ag	greement ("Agreement") is made and entered into as of this
day of	2023 by and between the City of Providence Board of
Park Commissioners, havin	ng an address of The Dalrymple Boathouse, Roger Williams
Park, 1000 Elmwood Ave.,	Providence, RI ("City") and [Contractor Name], having an
address of [Contractor Add	Iress] ("Contractor").

WITNESSETH:

WHEREAS, the **[Park Name]** is located at **[Park Address]**. The City plans to make improvements to the park under the **[RFP Name]** project (the "Project"), as detailed in the Request for Proposals ("RFP") issued by the City on **[RFP Date]** (attached and incorporated by reference as Exhibit A); and

WHEREAS, the Contractor proposed to handle the Project, as detailed in a responsive bid opened on **[bid opening date]** (attached and incorporated by reference as Exhibit B); and

WHEREAS, the Board of Contract and Supply awarded the contract to the Contractor, pursuant to the Board's Memorandum dated [award letter date] (attached and incorporated by reference as Exhibit C).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

- 1. SELECTION. The City hereby selects the Contractor to provide construction services outlined in its [bid opening date] submission.
- 2. TERM. The term of this agreement shall be from and after the date of execution through completion of the Project, which shall be not later than **[completion date].**
- 3. TERMS OF PAYMENT. The total amount of the awarded contract is **[contract amount]**. The City shall make a good-faith effort to pay the Contractor within sixty (60) days of receipt of a pay requisition for work completed and accepted, less retainage.
- 4. COMPENSATION. The Contractor shall be paid according to the breakdown contained in its bid package.
- 5. MERGER AND INTEGRATION. The procurement documents prepared and issued for purposes of this Project, including the RFP, the bid submitted by Contractor, and any other documents referenced in or attached to this Agreement, are hereby incorporated in and form a part of this Agreement; provided, however, that to the extent those documents differ or contradict the terms of this Agreement, this Agreement shall control.

- 6. INDEMNIFICATION AND LIABILITY. The Contractor is alone responsible for the safety, efficiency, and adequacy of the construction and for any damage which may result from improper construction, maintenance, or operation. The Contractor shall indemnify, defend, and hold harmless the City, and its employees, representatives, agents, successors and assigns (the "City Indemnified Parties") from and against any and all demands, claims, suits, cause or cause of action, whether at law or in equity, costs, expenses and attorneys' fees and any liability whatsoever to anyone for any bodily injury or property damage resulting from or arising out of the willful misconduct or negligent acts or omissions of the Contractor and/or its employees, representatives, subcontractors, and agents in the performance of this Agreement.
- 7. RETAINAGE: The City shall retain 5% of all pay requests paid during the Project. When the City and/or its representatives deem the Project as "Substantially Complete," or 85% of the work has been completed, the retainage may be reduced to 2.5% for the work completed. The final payment will be released when all the work has been completed, inspected, and approved by the City's representative and all closeout documents, warranties and as-built plans have been received and approved by the City.
- 8. INSURANCE. The Contractor is required to carry liability insurance in the amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate and shall furnish to the City an insurance certificate naming the City of Providence, and the Board of Park Commissioners, and the Providence Public Buildings Authority as additional named insureds on a primary but non-contributing basis for General Liability.
- 9. BINDING EFFECT. This Agreement and all the covenants, provisions, and conditions herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. Neuter pronouns shall be read as masculine or feminine, and words in the singular person as plural, if the nature or number of the parties require.
- 10. GOVERNING LAW. This Agreement is entered into pursuant to and shall be governed by and construed in accordance with the laws of the State of Rhode Island.
- 11. NATURE OF RELATIONSHIP. Nothing in this Agreement shall create a partnership, joint venture, trust or other fiduciary relationship between the Contractor and the City.
- 12. AMENDMENTS AND SUPPLEMENTS. The Contractor and the City may amend, modify, supplement, or waive any provisions of this Agreement in such manner as may be agreed upon by the Parties in a written instrument executed by both Parties.

- 13. MBE/WBE. The parties acknowledge that the City sets an MBE goal of 10% and a WBE goal of 10%, and the Contractor will make good faith efforts to comply with these goals.
- 14. TERMINATION. The City may terminate this Agreement at any time upon ninety (90) days prior written notice. This Agreement may be terminated by either party if the other party materially breaches any provision of this Agreement and fails to cure the material breach within 30 days after receiving notice thereof from the non-breaching party. Without limiting the City's right to terminate this Agreement, the City may suspend the Contractor's right to access the Project upon any actual, threatened, or suspected breach of this Agreement.
- 15. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

CITY OF PROVIDENCE:

	By: Brett P. Smiley, Mayor
Approved as to form and correctness:	
Jeff Dana, City Solicitor	
	CONTRACTOR:
	By: [Contractor name and title]

EXHIBIT A: RFP EXHIBIT B: Bid

EXHIBIT C: Board of Contract and Supply Memorandum dated [award letter date]

EXHIBIT D: ARPA Amendment

3.7 AUTOMATIC IRRIGATION-CONTROL SYSTEM INSTALLATION

- A. Equipment Mounting: Install interior controllers on wall.
 - 1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
- B. Equipment Mounting: Install exterior freestanding controllers on precast concrete bases.
 - 1. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 2. Install anchor bolts to elevations required for proper attachment to supported equipment.
- C. Install control cable in same trench as irrigation piping and at least 2 inches below or beside piping. Provide conductors of size not smaller than recommended by controller manufacturer. Install cable in separate sleeve under paved areas.

3.8 CONNECTIONS

- A. Comply with requirements for piping specified in Section 221113 "Facility Water Distribution Piping" for water supply from exterior water service piping, water meters, protective enclosures, and backflow preventers. Drawings indicate general arrangement of piping, fittings, and specialties.
- B. Install piping adjacent to equipment, valves, and devices to allow service and maintenance.
- C. Connect wiring between controllers and automatic control valves.

3.9 IDENTIFICATION

- A. Identify system components. Comply with requirements for identification specified in Section 220553 "Identification for Plumbing Piping and Equipment."
- B. Equipment Nameplates and Signs: Install engraved plastic-laminate equipment nameplates and signs on each automatic controller.
 - 1. Text: In addition to identifying unit, distinguish between multiple units, inform operator of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.
- C. Warning Tapes: Arrange for installation of continuous, underground, detectable warning tapes over underground piping during backfilling of trenches. See Section 312000 "Earth Moving" for warning tapes.

3.10 FIELD QUALITY CONTROL

- A. Perform tests and inspections.
 - Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections, and to assist in testing.
- B. Tests and Inspections:
 - 1. Leak Test: After installation, charge system and test for leaks. Repair leaks and retest until no leaks exist.
 - 2. Operational Test: After electrical circuitry has been energized, operate controllers and automatic control valves to confirm proper system operation.
 - 3. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- C. Any irrigation product will be considered defective if it does not pass tests and inspections.
- D. Prepare test and inspection reports.

3.11 STARTUP SERVICE AND WINTERIZATION

- A. Perform startup service.
 - 1. Complete installation and startup checks according to manufacturer's written instructions.
 - 2. Verify that controllers are installed and connected according to the Contract Documents.
 - 3. Verify that electrical wiring installation complies with manufacturer's submittal.
- B. Perform winterization Service.
 - 1. Complete (1) system shut-down with training.
- C. Spring Start-up.
 - 1. Complete (1) start-up in the first spring following installation with training.

3.12 ADJUSTING

- A. Adjust settings of controllers.
- B. Adjust automatic control valves to provide flow rate at rated operating pressure required for each sprinkler circuit.
- C. Adjust sprinklers and devices, except those intended to be mounted aboveground, so they will be flush with, or not more than 1/4 inch above, finish grade.

3.13 CLEANING

A. Flush dirt and debris from piping before installing sprinklers and other devices.

3.14 DEMONSTRATION

A. Train Owner's maintenance personnel to adjust, operate, and maintain automatic control valves and controllers.

3.15 PIPING SCHEDULE

- A. Install components having pressure rating equal to or greater than system operating pressure.
- B. Piping in control-valve boxes and aboveground may be joined with flanges or unions instead of joints indicated.
- C. Underground irrigation main piping, 3 inch to 2-1/2 inch, shall be the following:
 - 1. Schedule 40, PVC Gasket Joint pipe and socket fittings.
- D. Circuit piping, 1 inch to 2 inch, shall be one of the following:
 - 1. PE, controlled ID pipe; insert fittings for PE pipe; and fastener joints.
 - 2. PE, controlled OD pipe; PE butt, heat-fusion, or PE socket-type fittings; and heat-fusion joints.
 - 3. Schedule 40, PVC pipe and socket fittings; and solvent-cemented joints.
 - 4. SDR 26, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.
- E. Underground Branches and Offsets at Sprinklers and Devices: Schedule 80, PVC pipe; threaded PVC fittings; and threaded joints.
 - 1. Option: Plastic swing-joint assemblies, with offsets for flexible joints, manufactured for this application.
- F. Risers to Aboveground Sprinklers and Specialties: hard copper tube, wrought-copper fittings, and soldered joints.
- G. Risers to Aboveground Sprinklers and Specialties: Schedule 80, PVC pipe and socket fittings; and solvent-cemented joints.
- H. Drain piping shall be one of the following:
 - 1. SDR 21, 26, or 32.5, PVC, pressure-rated pipe; Schedule 40, PVC socket fittings; and solvent-cemented joints.

3.16 VALVE SCHEDULE

- A. Underground, Shutoff-Duty Valves: Use the following:
 - 1. NPS 2 and Smaller: Curb valve, curb-valve casing, and shutoff rod.
 - NPS 3 and Larger: Iron gate valve, resilient seated; iron gate valve casing; and operating wrench(es).

- B. Drain Valves:
 - 1. NPS 1/2 and NPS 3/4: Plastic ball valve.
 - 2. NPS 1 to NPS 2: Plastic ball valve.

END OF SECTION

SECTION 32 91 19

LANDSCAPE GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Final grade topsoil for finish landscaping.
- B. Related Sections:
 - 1. Section 312200 Earth Moving.
 - 2. Section 312213 Rough Grading.
 - 3. Section 329200 Turf and Grasses.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

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

1.3 SUBMITTALS

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

1.4 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.1 MATERIAL

A. Topsoil:

1. High quality loam, blended with compost and screened to be free of rocks and other debris with a 3/4 inch sieve.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 010000 General Requirements: Verification of existing conditions before starting work.
- B. Verify substrate base has been contoured and compacted.

3.2 PREPARATION

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

3.3 SUBSTRATE PREPARATION

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

3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, to thickness as scheduled. Place topsoil during dry weather.
- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to plant material, and path to prevent damage.

- E. Roll placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 TOLERANCES

- A. Section 01000 General Requirements: Tolerances.
- B. Top of Topsoil: Plus or minus 1/2 inch.

3.6 PROTECTION OF INSTALLED WORK

- A. Section 010000 General Requirements: Requirements for protecting finished Work.
- B. Prohibit construction traffic over topsoil.

3.7 SCHEDULES

- A. Compacted topsoil thicknesses:
 - 1. Seeded Grass: 6 inches.
 - 2. When meeting existing grade, gradually reduce depth of topsoil so that an even gradient is achieved.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding.
 - 3. Sod.
- B. Related Requirements:
 - 1. Section 329119 Landscape Grading for soil preparation prior to seeding/sodding.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" and drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.5 INFORMATIONAL SUBMITTALS

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

1.6 CLOSEOUT SUBMITTALS

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

1.7 QUALITY ASSURANCE

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" sections in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod within 24 hours of harvesting and in time for planting promptly. Protect sod from breakage and drying.

C. Bulk Materials:

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

1.9 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring: April 15th June 1st.
 - 2. Fall: September 1st October 15th.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 PRODUCTS

2.1 SEED MIXES

- A. Use the following seed mix for Lawn areas:
 - 1. Lawn/Disturbed Areas Endophyte Enhanced Mix:
 - a. 30% Improved Perennial Rye.
 - b. 30% Turf Type Tall Fescue.
 - c. 35% Chewings Fescue.
 - d. 5% Miniature or Dutch White Clover.
 - 2. Available from:
 - a. Allen's Seed Store 693 S County Trail Exeter, RI 02822 Phone: 401-294-2722.
 - b. Approved Equal.
- B. Use the following seed mix for Irrigated Sports Field in Full Sun:
 - 1. Athletic Mix.
 - a. 30% Improved Kentucky Blue Grass.
 - b. 35% Chewing Fescue.
 - c. 30% 3-way Perennial Rye.
 - d. 5% Micro Clover.
 - 2. Available from:
 - a. Allen's Seed Store 693 S County Trail Exeter, RI 02822 Phone: 401-294-2722.
 - b. Approved Equal.

2.2 FERTILIZERS

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: fertilizer to have a ratio of 18 Nitrogen (N) 0 Phosphorous (P) 12 Potassium (K).

2.3 EROSION-CONTROL MATERIALS

- A. Bedding Straw: clean, dry and free of weed seeds.
- B. Non-asphaltic tackifier: guar gum or approved equal.
- C. Erosion-Control Blankets: Double Net Straw/Coconut Biodegradable Rolled fiber mat, as manufactured by East Coast Erosion Control (www.eastcoasterosion.com, 443 Bricker Road Bernville, PA 19506, 1.800.582.4005 +1.610.488.8496 Fax +1.610.488.8494) or approved equal.
 - The ECSC-2B™ is made with uniformly distributed 70% agricultural straw, 30% coconut fiber and two organic jute nets securely sewn together with biodegradable thread.
 - 2. Secure erosion control blankets with 6" steel landscape staples or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

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

3.2 PREPARATION

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

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329119 Landscape Grading.
- B. Placing Planting Soil: Place and mix planting soil in place over exposed subgrade.
 - 1. Reduce elevation of planting soil to allow for soil thickness of sod.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting soil and compact before planting.
- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry
 at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight,
 and seed component is deposited at not less than the specified seed-sowing rate (5-7
 lbs/1000 sq ft).

3.6 TURF MAINTENANCE

- A. General: Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
 - 3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.
- B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches.
 - Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
 - 2. Water turf with fine spray at a minimum rate of 1 inch per week unless rainfall precipitation is adequate.

C. Mowing/Cutting:

- 1. Turf areas (seeded or sodded):
 - a. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than one-third of grass height. Remove no more than one-third of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:
 - 1) Mow Lawn Areas to a height of 2 to 3 inches.

3.7 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Architect:
 - 1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
 - Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, evencolored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities.
- B. Use specified materials to reestablish turf that does not comply with requirements, and continue maintenance until turf is satisfactory.

3.8 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION

SECTION 32 93 00

PLANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Plants.
 - 2. Tree stabilization.
 - 3. Tree-watering devices.
- B. Related Requirements:
 - Section 015639 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
 - 2. Section 329119 "Landscape Grading" for preparation of planting beds.

1.3 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents

(gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

- F. Planting Area: Areas to be planted.
- G. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" for drawing designations for planting soils.
- H. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where
 the stem or trunk broadens to form roots; the area of transition between the root system and
 the stem or trunk.
- J. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- K. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 COORDINATION

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

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1.6 ACTION SUBMITTALS

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

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.
- B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis of standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- C. Sample Warranty: For special warranty.

1.8 QUALITY ASSURANCE

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

- D. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 - 1. Notify Architect of sources of planting materials seven days in advance of delivery to site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 - 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 - Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 - 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Deliver bare-root stock plants within 24 hours of digging. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.
- D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- E. Handle planting stock by root ball.
- F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.
- G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

- Deliver plants after preparations for planting have been completed, and install immediately. If
 planting is delayed more than six hours after delivery, set plants and trees in their appropriate
 aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep
 roots moist.
 - 1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.
 - 2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 3. Do not remove container-grown stock from containers before time of planting.
 - 4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.10 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: March 15 May 15.
 - 2. Fall Planting: Sep 1-Nov 15.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

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

- end of warranty period.
- c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
- Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 PRODUCTS

2.1 PLANT MATERIAL

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

2.2 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Ground or shredded bark Wood and bark chips.
 - 2. Size Range: 3 inches minimum.
 - 3. Color: Natural. No color dyed mulch.

- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through a 1-inch sieve; soluble-salt content of 2 to 5 dS/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 to 60 percent of dry weight.
 - 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.3 TREE-STABILIZATION MATERIALS

- A. Trunk-Stabilization Materials:
 - 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
 - 2. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.

2.4 TREE-WATERING DEVICES

- A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over one week; manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.
 - 1. Manufacturers:
 - a. Tree Gator.
 - b. A.M. Leonard.
 - c. Approved Equal.
 - 2. Color: As selected by Architect from manufacturer's full range dark chocolateorgreen or.

2.5 MISCELLANEOUS PRODUCTS

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

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout,

- concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
- 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
- 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
- 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Architect and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

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

3.3 PLANTING AREA ESTABLISHMENT

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

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with
 vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom
 raised slightly to support root ball and assist in drainage away from center. Do not
 further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent

- settling. Scarify sides of planting pit smeared or smoothed during excavation.
- 2. Excavate approximately three times as wide as ball diameter for stock.
- 3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
- 4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
- 5. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
- 6. Maintain supervision of excavations during working hours.
- 7. Keep excavations covered or otherwise protected overnight, after working hours, and when unattended by Installer's personnel.
- 8. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may be used as backfill soil unless otherwise indicated.
- C. Obstructions: Notify Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.

- 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. and Stock: Set each plant plumb and in center of planting pit or trench with root flare 2 inches above adjacent finish grades.
 - 1. Backfill: Planting soil. For trees, use excavated soil for backfill.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

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

3.7 TREE STABILIZATION

- A. Trunk Stabilization by Upright Staking and Tying: Install trunk stabilization as follows unless otherwise indicated:
 - 1. Upright Staking and Tying: Stake trees with two stakes for trees up to high and 2-1/2 inches or less in caliper; three stakes for trees less than 14 feet high and up to 4 inches in caliper. Space stakes equally around trees.
 - 2. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
- B. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.
 - Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.8 PLANTING AREA MULCHING

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

- within 3 inches of trunks or stems.
- 3. Mineral Mulch in Planting Areas: Apply 3-inch average thickness of mineral mulch extending 12 inches beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.9 EDGING INSTALLATION

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

3.10 INSTALLING SLOW-RELEASE WATERING DEVICE

- A. Provide one device for each tree.
- B. Place device on top of the mulch at base of tree stem and fill with water according to manufacturer's written instructions.

3.11 PLANT MAINTENANCE

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

3.12 REPAIR AND REPLACEMENT

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

3.13 CLEANING AND PROTECTION

During planting, keep adjacent paving and construction clean and work area in an orderly

- condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.
- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

END OF SECTION

SECTION 33 14 13

PUBLIC WATER UTILITY DISTRIBUTION PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings for public line, including piping to and from new water distribution pit.
 - 2. Valves, valve boxes and related fittings.
 - 3. Water Line Distribution Vault.
 - 4. Bedding and cover materials.
- B. Related Sections:
 - 1. Section 31213 Rough Grading.
 - 2. Section 312316.13 Trenching: Execution requirements for trenching as required by this Section.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Pipe and Fittings:
 - 1. Basis of Measurement: By linear foot.
 - 2. Basis of Payment: Includes excavation and backfill; pipe, fittings, and appurtenances; bedding; connection and tap to Site service piping; connection to municipal utility water source.
- B. Valves:
 - 1. Basis of Measurement: By each.
 - 2. Basis of Payment: Includes excavation, bedding, backfill, valve, fittings, and accessories.
- C. Vaults:
 - 1. Basis of Measurement: By each.
 - 2. Basis of Payment: Includes excavation, bedding, backfill, & grading.

1.3 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T 180 Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:

- 1. ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12 400 ft-lbf/ft3 (600 kN-m/m3).
- 2. ASTM D1785 Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- 3. ASTM D2241 Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series).
- 4. ASTM D3139 Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals.
- 5. ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).
- 6. ASTM F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- C. Manufacturers Standardization Society of the Valve and Fittings Industry:
 - 1. MSS SP-60 Connecting Flange Joints between Tapping Sleeves and Tapping Valves.
- D. NSF International:
 - 1. NSF 61 Drinking Water System Components Health Effects.
 - 2. NSF 372 Drinking Water System Components Lead Content.

1.4 COORDINATION

A. Coordinate Work of this Section with termination of water main connection at Site boundary, connection to municipal water utility service, and trenching.

1.5 PREINSTALLATION MEETINGS

A. Convene minimum one week prior to commencing Work of this Section.

1.6 SUBMITTALS

- A. Product Data: Submit manufacturer information regarding pipe materials, pipe fittings, and valves and valve boxes.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- D. Preconstruction Photographs: Submit digital files of color photographs of Work areas and material storage areas.
- E. Qualifications Statements:
 - 1. Submit qualifications for manufacturer and installer.

1.7 CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of piping mains, valves, connections, and centerlineelevations via production of As-built Drawings and deliver to scale Plan to the Owner's Representative.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.8 QUALITY ASSURANCE

- A. Valves: Mark valve body with manufacturer's name and pressure rating.
- B. Perform Work according to Providence Water standards.

1.9 QUALIFICATIONS

- A. Manufacturer: 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 three 3 years' documented experience in installation of liner materials.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

B. Storage:

- 1. Store materials according to manufacturer instructions.
- 2. Block individual and stockpiled pipe lengths to prevent moving.
- 3. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- 4. Store PE and PVC materials out of sunlight.

C. Protection:

- 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
- 2. Provide additional protection according to manufacturer instructions.

1.11 EXISTING CONDITIONS

A. Field Measurements:

 Verify field measurements and topography shown on the plan. Report any discrepancies which will affect the work of this contract to the Owner's Representative in writing.
 Commencement of the work will be implied to mean acceptance. No adjustments will be

- made for discrepancies brought to the Owner's Representative's attention after work has begun.
- 2. Indicate field measurements on Shop Drawings.
- The Contractor shall carefully protect from disturbance or damage all land monuments until an authorized agent has witnessed or otherwise referenced their location, and shall not remove or destroy them without proper authorization from the Owner's Representative.
- 4. Existing buried utilities are indicated in the vicinity of new construction. The Contractor shall examine all contract drawings, and seek additional information if necessary of the existing site conditions. Take care to avoid damage to, or interruption of, utilities scheduled to remain.
- Should unexpected soil or subsurface conditions or discrepancies between plans and layout work occur, contact the Owner's Representative before proceeding with any work in the area.
- 6. Protect open excavations with fencing, and/or other suitable safeguards.
- 7. Contractor shall include in his/her Bid all fees required for installing and connection to water distribution system.

1.12 WARRANTY

A. Furnish five 5 -year manufacturer's warranty for valves and hardware.

PART 2 PRODUCTS

2.1 TAPPING SLEEVES AND VALVES

- A. HDPE piping, valves, couplings and adapters, as part of a potable water delivery system.
- B. Water Line Distribution Vault:
 - 1. Model 446-13 as manufactured by :
 - a. Columbia Precast Products1765 Howard Way Woodland, WA 98674 Phone: 360-335-8400.
 - 2. Approved Equal.
- C. Tapping Sleeves:
 - 1. Furnish materials according to Providence Water Supply Board standards.
- D. Tapping Valves:
 - 1. Furnish materials according to Providence Water Supply Board standards.

2.2 MATERIALS

- A. Bedding and Cover:
 - 1. Soil Backfill from above Pipe to Finish Grade:
 - a. Soil Type S1 as specified in Section.

b. Subsoil with no rocks greater than 6 inches in diameter, frozen earth, or foreign matter.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing utility water main size, location, and invert are as indicated on Drawings.

3.2 PREPARATION

- A. Preconstruction Site Photos:
 - 1. Take photographs along centerline of proposed pipe trench; minimum one photograph for each of pipe trench.
 - 2. Show curbing, lawns, driveways, signs, culverts, and other existing Site features.
 - 3. Include Project description, date taken, and sequential number on back of each photograph.
- B. Pipe Cutting:
 - 1. Use only equipment specifically designed for pipe cutting; use of chisels or hand saws is not permitted.
- C. Remove scale and dirt on inside and outside before assembly.
- D. Prepare pipe connections to equipment with flanges or unions.

3.3 INSTALLATION

- A. Bedding:
 - 1. Excavation:
 - a. Hand trim for accurate placement of pipe to elevations as indicated on Drawings.
 - 2. Dewater excavations to maintain dry conditions and to preserve final grades at bottom of excavation.
 - 3. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding of compacted depth, and compact to 95 percent of maximum density.

B. Vault:

- 1. Excavate to depth and size required to easily maneuver vault into place, allowing for bedding material.
- 2. Dewater excavations to maintain dry conditions and to preserve final grades at bottom of excavation
- 3. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches of compacted depth, and compact to 95 percent of minimum density.
- 4. Remove knockouts as needed to accommodate piping.

5. Lower vault into place using lifting anchors and check grades before backfilling.

C. Piping:

- 1. Flanged Joints: Do not use in underground installations except within structures.
- 2. Route pipe in straight line, and re-lay pipe that is out of alignment or grade.
- 3. High Points:
 - a. Install pipe with no high points.
- 4. Bearing:
 - a. Do not lay pipe in wet or frozen trench.
- 5. Prevent foreign material from entering pipe during placement.
- 6. Close pipe openings with watertight plugs during Work stoppages.
- D. Testing: After pipe has been laid, the joints completed and the trench partially backfilled, leaving the joints exposed for the examination, the newly laid piping, or any valved section of piping, shall unless otherwise specified, be subjected to hydrostatic pressure test of 150 pounds per square inch for one hour. Defective pipes, joints, fittings, valves and hydrants disclosed in the pressure test shall be replaced by the Contractor with sound material and the test shall be repeated until the rest results are satisfactory to Providence Water Standards.
- E. Backfilling:
 - 1. Backfill around sides and to top of pipe with cover fill in minimum lifts of, tamp in place, and compact to 95 percent of maximum density.
 - 2. Maintain optimum moisture content of bedding material to attain required compaction density.
- F. Installation Standards: Install Work according to Providence Water standards.

END OF SECTION

Providence Parks Dept