



**TOWN OF LINCOLN
INVITATION TO BID**

Roadway Reconstruction – RFP #2017-01

Sealed bids are due by 10:00 am on Wednesday June 15, 2016



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Roadway Reconstruction – RFP #2017-01

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**TOWN OF LINCOLN
INVITATION TO BID**

Roadway Reconstruction – RFP #2017-01

The Town of Lincoln, RI invites sealed bids from qualified contractors for the reconstruction of multiple roadways in Lincoln, Rhode Island.

Sealed bids will be received by the Purchasing Agent until **10:00 a.m. on Wednesday, June 15, 2016**, at which time they will be opened publicly and read in the Town of Lincoln Committee Room located in the back of Council Chambers at 100 Old River Road, Lincoln, RI. **There will be a mandatory pre-bid meeting on Tuesday, May 31, 2016, at 10:00 am in the Town of Lincoln Committee Room located in the back of Council Chambers.** Only contractors who attend the pre-bid meeting will be eligible to submit a bid.

Such contracts shall require the submittal of insurance certificates and compliance with Federal, State and Local Laws and ordinances, including the payment of prevailing wages. Bid surety in the form of a bank check, bid bond or certified check in the amount of five percent (5%) of the total base bid price must be submitted with each bid. Performance and payment bonds shall also be required in the amount of 100% of the awarded contract price.

The invitation to bid will be available online <http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget> or at the Purchasing Office, Lincoln Town Hall, 100 Old River Road, Lincoln, RI 02865 between the hours of 8:30 a.m. and 4:30 p.m. Two (2) copies of the submitted bids are to be placed in a sealed envelope and clearly marked **RFP 2017-01 ROADWAY RECONSTRUCTION** and be addressed to John Ward, Finance Director, c/o Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865. No proposals will be accepted after the date and time specified. The Town of Lincoln reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the town of Lincoln. Individuals requesting interpreter service for the hearing impaired must request such service 72 hours in advance of this scheduled opening or pre-bid meeting.

John Ward – Finance Director
Town of Lincoln, RI

**TOWN OF LINCOLN
100 OLD RIVER ROAD
PO BOX 100
LINCOLN, RI 02865**

INVITATION TO BID

Roadway Reconstruction – RFP #2017-01

BID OPENING DATE: Wednesday June 15, 2016

TIME: 10:00 AM

LOCATION: Town Of Lincoln
100 Old River Road
Lincoln, RI 02865

PRESENT BIDS TO: John Ward, Finance Director
Town of Lincoln
100 Old River Road
P.O. Box 100
Lincoln, RI 02865

There will be a **mandatory pre-bid meeting on Tuesday May 31, 2016 at 10:00 AM** at the Lincoln Town Hall Committee Room located in the back of Council Chambers. Only those contractors attending the pre-bid meeting are eligible to submit a bid.

Bid packets may be obtained at <http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget> or from the Purchasing Agent in the Finance Office at the Lincoln Town Hall, 100 Old River Road, Lincoln RI, between the hours of 8:30 A.M. and 4:30 P.M. weekdays.

Questions may be emailed to LQUISH@LINCOLNRI.ORG by end of day on June 3, 2016. Questions will be answered and an addendum emailed to all bidders by end of day on June 7, 2016.



INFORMATION TO BIDDERS

1. PROJECT/BID STRUCTURE AND COORDINATION

The Project Manual includes the following primary work items.

- a) Lump Sum Bid Item 1: Reclamation and Reconstruction of Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street: Work under this item consists of reclaiming and reconstructing the pavement within the limits shown on the drawings on Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street and constructing the curbing, sidewalk, drainage, and miscellaneous improvements described herein.
- b) Lump Sum Bid Item 2: Summer Street Sidewalk Repair: Work under this item consists of repairing the granite curb and concrete sidewalk as depicted on the Site Plans.
- c) Alternate Bid Item 1: Reclamation and Reconstruction of Great Road: Work under this item consists of reclaiming and reconstructing the pavement within the limits shown on the drawings on Great Road and constructing the miscellaneous improvements described herein.
- d) Alternate Bid Item 2: Reclamation and Reconstruction of Amica Center Boulevard: Work under this item consists of reclaiming and reconstructing the pavement within the limits shown on the drawings on Amica Center Boulevard and constructing the miscellaneous improvements described herein.
- e) Alternate Bid Item 3: Reclamation and Reconstruction of Great Road and Amica Center Boulevard: Work under this item consists of reclaiming and reconstructing the pavement within the limits shown on the drawings on Great Road and Amica Center Boulevard and constructing the miscellaneous improvements described herein.

Bidders shall submit bids on Lump Sum Bid 1, Lump Sum Bid Item 2, Alternate Bid Item 1, Alternate Bid Item 2, and Alternate Bid Item 3 in their entirety. The Town reserves the right to award whichever alternate bid item(s) are in the best interest of the Town. The work included in Alternate Bid Item 3 includes the exact work included in Alternate Bid Items 1 and 2 but authorizes the work as one combined bid item.

Bidders shall also submit bids on each of the Additive/Deduct Unit Bid Items listed on the Bid Form and further described in the Measurement and Payment section.

2. SUBMITTAL

- a) Sealed bids (proposals) will be accepted in the office of the Finance Director, Town Hall,

Lincoln, Rhode Island, until the time indicated on the attached Invitation to Bid for the commodities, equipment or services listed in the specifications; and will be then publicly opened and read at the prescribed time in the Town Hall Committee Room located in the back of Council Chambers.

3. MANDATORY PRE-BID MEETING

- a) A mandatory Pre-Bid Meeting will be held at the Town of Lincoln Committee Room located in the back of Council Chambers as indicated on the Invitation to Bid.

4. FORM OF BID

- a) Proposals shall be submitted on the bid form provided within in duplicate with the bid bond and the list of references.

5. EVALUATION OF BIDS

- a) Basis of bid award will be to the qualified bidder submitting the lowest total contract base bid price, or to the qualified bidder submitting the lowest contract base bid price plus selected alternate lump sum bid item(s), as selected solely by the Town of Lincoln. The Town of Lincoln also reserves the right to consider the Additive/Deduct Unit Bid Items in determining the lowest qualified bidder.

6. SUBMISSION OF BIDS

- a) Envelopes containing bids must be sealed and addressed to the Finance Director, Lincoln Town Hall, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865 and must be marked with the name and address of the bidder, and RFP number.
- b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c) Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- d) Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from time of bid opening.
- e) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f) Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g) Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

7. RHODE ISLAND SALES TAX

- a) The Town is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of The State of Rhode Island, 44-18-30, Paragraph 1, as amended.

8. FEDERAL EXCISE TAXES

- a) The Town is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

9. QUALIFICATION OF BIDDERS

- a) The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Town with all such information and data for the purpose as may be requested.

10. ADDENDA AND INTERPRETATIONS

- a) No interpretation on the meaning of the plans, specifications or other contract document will be made to any bidder orally. Every request for such interpretations shall be in writing addressed to the Town Engineer, Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865 and to be given consideration must be received by the end of the day on **Friday, June 3, 2016**. Fax (401-753-7119) and email (lquish@lincolnri.org) transmissions will be accepted.
- b) Any and all interpretations, and supplemental instructions which, if issued, will be emailed to all prospective bidders (at the respective address furnished by the bidder for such purpose), by end of day on **Tuesday June 7, 2016**. The addendum shall also be posted on the Town Purchasing website at <http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget>
- c) Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

11. DELIVERY

- a) All bids are to be **From Origin of Business** to various locations within the Town of Lincoln, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED**. The vendor must notify the Town of Lincoln 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The Town will not make payment on damaged goods, they must be replaced or adjustments made at the option of the Town. The Town of Lincoln is only represented by the Finance Director in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.
- b) Bid price, where applicable, is to include the cost of uncrating and setting in place. Bid price, where applicable, is to include installation.

12. Bidders shall recognize and agree to Project milestone and completion dates and provisions for liquidated damages specified in the Project Manual.
13. Bidders must comply with all State Labor Laws for Public Works projects.
14. In accordance with Rhode Island General Law 37-13-7, contracts in excess of \$1,000.00 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting & decorating. The rates are available from the Rhode Island Department of Labor at (401) 462-8539 or 462-8541, or access on the internet: www.access.gpo.gov/davisbacon/allstates.html for the State forms.
15. In accordance with Rhode Island General Law 37-13-14, bidders for public works/public building contracts in excess of \$5,000 shall furnish a performance bond, upon conditional award of the contract, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond (Payment Bond), at full contract value, is required upon conditional award of the contract. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by the Federal Register).
16. BID SECURITY

Each bid must be accompanied by bid security in the form of certified check, cashier's check, treasurer's check, or bid bond in the amount of five percent (5%) of the total base bid price.

NOTICE TO VENDORS

1. No proposal will be accepted if made in collusion with any other bidder.
2. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
3. The Town of Lincoln reserves the right to reject any and all bid(s).
4. Where prices are the same, the Town of Lincoln reserves the right to award to one bidder, or to split the award.
5. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Finance Department. Telephone or written requests for the above will not be honored.
6. As the Town of Lincoln is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
7. In case of error in the extension of prices quoted, the unit price will govern.

8. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the Finance Director.
9. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
10. A certificate of insurance shall be required of a successful vendor.
11. Payment and Performance bond, at 100% of the awarded contract value, shall be required of the successful bidder.
12. Bids may be submitted on an “approved equal” in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
13. All vendors doing business within the Town are subject to the requirements as stated in the code of Ethics as established by the Town Ordinance No. 92-15 (9/22/92).
14. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Laws concerning payment of prevailing wage rates apply. (See RI General Laws Section 37-13-1 et seq., as amended).
15. No goods should be delivered or work started without a Purchase Order or Notice to Proceed.
16. Compensation to the contractor for professional services shall be based upon and measured by the following elements which are set forth below:
 - The successful bidder will submit to the Town of Lincoln an invoice, with certified payrolls, for each completed project no later than the 2nd week of every month. This invoice will then be added to the Town Council agenda; the council meeting is the 3rd Tuesday of every month. Following the review and acceptance of the Invoice by the Town Council, a payment will be made to the Contractor within 30 days.
 - Additional Work. If, during the performance of this Agreement, other or additional services are required for this contract, the Town may order the Contractor to perform such additional services, payment to the Contractor for the same shall be as provided above. In order to be eligible for payment for additional services, Contractor must receive, prior to commencement of work, authorization from the Town of Lincoln.
 - Abandonment of Project. If the Town of Lincoln shall at any time during the performance of this Agreement, deem it necessary for the Town to abandon or involuntarily defer the work under this Agreement, the Contractor shall be entitled to compensation for any work uncompensated, work performed prior to such time. Or compensation shall be withheld if the Town deems the work performed of poor quality.

- Termination. In the event that either party shall default in its obligations to perform in accordance with this Agreement, the other party may demand, in writing to terminate this Agreement by giving 48 hours written notice.

- E. Bidder has given the Owner notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution from the Owner is acceptable to Bidder.
- F. The Bidding Documents are sufficient to convey understanding of the performance of the Work for which this Bid is submitted.
- G. Bidder represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation.
- H. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
- I. Bidder has not solicited or induced any individual or entity to refrain from bidding.
- J. Bidder has not sought by collusion to obtain for itself any advantage over any other.

4. BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID ITEMS

Lump Sum Bid Item 1: Reclamation and Reconstruction of Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street

_____ (Price in Words)

\$ _____ (Price in Figures)

Lump Sum Bid Item 2: Summer Street Sidewalk Repair

_____ (Price in Words)

\$ _____ (Price in Figures)

For purposes of bid comparison, the Total Contract Bid Price shall be stated below as the direct sum of Lump Sum Bid 1 and Lump Sum Bid Item 2.

\$ _____
(Amount in Figures)

\$ _____
(Amount in Words)

ALTERNATE BID ITEMS

Alternate Lump Sum Bid Item 1: Reclamation and Reconstruction of Great Road

_____ \$ _____
(Price in Words)

Alternate Lump Sum Bid Item 2: Reclamation and Reconstruction of Amica Center Boulevard

_____ \$ _____
(Price in Words)

Alternate Lump Sum Bid Item 3: Reclamation and Reconstruction of Great Road and Amica Center Boulevard

_____ \$ _____
(Price in Words)

(Price in Figures)

ADDITIVE/DEDUCT UNIT BID ITEMS

| Additive /Deduct Unit Bid No. | Description | Unit | Unit Price (Figures) | Unit Price (Words) |
|-------------------------------|--|------|----------------------|----------------------------------|
| 1.A | Bituminous Pavement Reclamation & Reconstruction (Consecutive quantity between 100 SY to 500 SY) | SY | \$ _____ | \$ _____ Dollars and _____ Cents |

| | | | | |
|-----|---|----|----|-------------------------------------|
| 1.B | Bituminous Pavement Reclamation & Reconstruction (Consecutive quantity between 500 SY to 1,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 1.C | Bituminous Pavement Reclamation & Reconstruction (Consecutive quantity between 1,000 SY to 3,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 1.D | Bituminous Pavement Reclamation & Reconstruction (Consecutive quantity between 3,000 SY to 20,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 1.E | Bituminous Pavement Reclamation & Reconstruction (Consecutive quantity between 20,000 SY to 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 2.A | Bituminous Pavement Milling (Consecutive quantity between 100 SY to 1,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 2.B | Bituminous Pavement Milling (Consecutive quantity between 1,000 SY to 5,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 2.C | Bituminous Pavement Milling (Consecutive quantity between 5,000 SY to 20,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |

| | | | | |
|-----|---|----|----|-------------------------------------|
| 2.D | Bituminous Pavement Milling (Consecutive quantity between 20,000 SY to 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 2.E | Bituminous Pavement Milling (Consecutive quantity greater than 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 3.A | Bituminous Surface Course (Consecutive quantity between 100 SY to 1,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 3.B | Bituminous Surface Course (Consecutive quantity between 1,000 SY to 5,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 3.C | Bituminous Surface Course (Consecutive quantity between 5,000 SY to 20,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 3.D | Bituminous Surface Course (Consecutive quantity between 20,000 SY to 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 3.E | Bituminous Surface Course (Consecutive greater than 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 4.A | Bituminous Base Course (Consecutive quantity between 100 SY to 1,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 4.B | Bituminous Base Course (Consecutive quantity between 1,000 SY to 5,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |

| | | | | |
|-----|--|----|----|--|
| 4.C | Bituminous Base Course (Consecutive quantity between 5,000 SY to 20,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 4.D | Bituminous Base Course (Consecutive quantity between 20,000 SY to 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 4.E | Bituminous Base Course (Consecutive quantity greater than 50,000 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 5. | Tack Coat Type 1 | LF | \$ | \$ _____ Dollars and _____ Cents |
| 6. | Tack Coat Type 2 | SY | \$ | \$ _____ Dollars and _____ Cents |
| 7.A | Remove & Dispose Bituminous Pavement (Consecutive quantity between 1 SY -500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 7.B | Remove & Dispose Bituminous Pavement (Consecutive quantity greater than 500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 8.A | Remove & Dispose Concrete Sidewalk (Consecutive quantity between 0 SY -100 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 8.B | Remove & Dispose Concrete Sidewalk (Consecutive quantity between 100 SY -500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 8.C | Remove & Dispose Concrete Sidewalk (Consecutive quantity greater than 500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 9.A | Remove & Reset Granite Curb (Consecutive quantity between 1 foot and 100 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |

| | | | | |
|------|---|------|----|--|
| 9.B | Remove & Reset Granite Curb (Consecutive quantity greater than 100 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 10.A | Remove & Dispose Concrete Curb (Consecutive quantity between 1 foot and 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 10.B | Remove & Dispose Concrete Curb (Consecutive quantity greater than 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 11.A | Remove & Dispose Bituminous Berm (Consecutive quantity between 1 foot and 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 11.B | Remove & Dispose Bituminous Berm (Consecutive quantity greater than 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 12.A | Granite Curb – Straight (Consecutive quantity between 1 foot and 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 12.B | Granite Curb – Straight (Consecutive quantity greater than 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 13.A | Granite Curb – Radius (Consecutive quantity between 1 foot and 500 feet) | LF | | \$ _____ Dollars and _____ Cents |
| 13.B | Granite Curb – Radius (Consecutive quantity greater than 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 14. | Granite Curb – 3' Transition | EACH | \$ | \$ _____ Dollars and _____ Cents |
| 15. | Granite Curb – 6' Transition | EACH | \$ | \$ _____ Dollars and _____ Cents |

| | | | | |
|-------|---|------|----|-------------------------------------|
| 16. | Granite Curb – 2’ Radius Corner | EACH | \$ | \$ _____ Dollars and _____ Cents |
| 17. | Granite Inlet Stone | EACH | \$ | \$ _____ Dollars and _____ Cents |
| 18. | Granite Apron Stone | EACH | \$ | \$ _____ Dollars and _____ Cents |
| 19.A | Bituminous Berm (Consecutive quantity between 1 foot and 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 19.B | Bituminous Berm (Consecutive quantity greater than 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 20.A. | Bituminous Lip Curb (Consecutive quantity between 1 foot and 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 20.B. | Bituminous Lip Curb (Consecutive quantity greater than 500 feet) | LF | \$ | \$ _____ Dollars and _____ Cents |
| 21. | Bituminous Driveway | SY | \$ | \$ _____ Dollars and _____ Cents |
| 22. | Concrete Driveway | SY | \$ | \$ _____ Dollars and _____ Cents |
| 23.A | Concrete Sidewalk (Consecutive quantity between 1 SY and 100 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 23.B | Concrete Sidewalk (Consecutive quantity between 100 SY and 500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 23.C | Concrete Sidewalk (Consecutive quantity greater than 500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |

| | | | | |
|------|---|------------------|----|-------------------------------------|
| 24.A | Bituminous Sidewalk (Consecutive quantity between 1 SY and 100 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 24.B | Bituminous Sidewalk (Consecutive quantity between 100 SY and 500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 24.C | Bituminous Sidewalk (Consecutive quantity greater than 500 SY) | SY | \$ | \$ _____ Dollars and _____ Cents |
| 25. | Gravel Borrow | CY | \$ | \$ _____ Dollars and _____ Cents |
| 26. | Remove & Dispose Existing Road Subbase Material | CY | \$ | \$ _____ Dollars and _____ Cents |
| 27. | Crack Sealing | GAL | \$ | \$ _____ Dollars and _____ Cents |
| 28. | Reconstruct Drainage or Sewer Structure | Vertical Foot | \$ | \$ _____ Dollars and _____ Cents |
| 29. | Replace Frame and Cover or Frame and Grate | EACH | \$ | \$ _____ Dollars and _____ Cents |
| 30. | Replace Catch Basin with Drop Inlet | EA | \$ | \$ _____ Dollars and _____ Cents |
| 31. | Replace Catch Basin with 4' Diameter Catch Basin | EA | \$ | \$ _____ Dollars and _____ Cents |
| 32. | Replace Catch Basin with 5' Diameter Catch Basin | EA | \$ | \$ _____ Dollars and _____ Cents |
| 33. | Replace Catch Basin with 6' Diameter Catch Basin | EA | \$ | \$ _____ Dollars and _____ Cents |

| | | | | |
|-----|------------|----|----|-------------------------------------|
| 34. | Silt Fence | LF | \$ | \$ _____ Dollars and _____ Cents |
|-----|------------|----|----|-------------------------------------|

7. TIME OF COMPLETION

- A. Bidder agrees that the Work will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 120 calendar days after the date when the Contract Times commence to run.

- B. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

8. BID SUBMITTAL

A. This Bid is submitted by:

Name of Authorized Representative _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Business Name _____

Business address: _____

Phone No.: _____ FAX No.: _____

State Contractor License No. _____

Seal (if bid is by Corporation):

SUBMITTED on _____, 2016.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Town of Lincoln, R.I., as OWNER in the penal sum of _____ (\$ _____), for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____ 2016.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Lincoln, Rhode Island, a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the RFP 2017-01 Roadway Reconstruction

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time with which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Notary

_____ and

Principal

Seal

Surety

IMPORTANT: - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.



REFERENCES OF SIMILAR JOBS COMPLETED

Provide the Town of Lincoln a list of any completed jobs that are similar in scope and size. List the project(s), location(s), description of work, and contact information for each job. Provide a minimum of three jobs.



Contracting Requirements

**AGREEMENT FOR ROADWAY RECONSTRUCTION
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Lincoln (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: _____

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: _____

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

3.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final

payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

3.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in the Contractor's Bid, attached here to as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by the Owner as provided in the General and Supplementary Conditions.

5.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage; and
 - b. 50 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as provided in said Paragraph 15.06.

ARTICLE 6 – CONTRACTOR’S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; and the Contract Documents; with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.

- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to [] , inclusive).
 - 2. Performance bond (pages [] to [] , inclusive).
 - 3. Payment bond (pages [] to [] , inclusive).
 - 4. General Conditions (pages [] to [] , inclusive).
 - 5. Supplementary Conditions (pages [] to [] , inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of [] sheets with each sheet bearing the following general title: []
 - 8. Addenda (numbers [] to [] , inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages [] to [] , inclusive).
 - b. Certificate of Insurance (pages [] to [] , inclusive).
 - c. Bid Bond (pages [] to [] , inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Change Orders.
- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – MISCELLANEOUS

8.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

8.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor,

through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Lincoln _____

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
 - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
 4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
 - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
 2. is of such a nature as to require a change in the Drawings or Specifications; or
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
 - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
 - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
 - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
 - d. Contractor gave the notice required in Paragraph 5.05.B.
 - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
 - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
 - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
 - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
 2. claims for damages insured by reasonably available personal injury liability coverage.
 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
 - a. Such insurance shall be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Broad form property damage coverage.
 4. Severability of interest.
 5. Underground, explosion, and collapse coverage.
 6. Personal injury coverage.
 7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
 8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
1. include at least the specific coverages provided in this Article.
 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
 - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
 - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
 - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
 - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
 6. extend to cover damage or loss to insured property while in transit.
 7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
 8. allow for the waiver of the insurer's subrogation rights, as set forth below.
 9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
 10. not include a co-insurance clause.
 11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
 12. include performance/hot testing and start-up.
 13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
 - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
 - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) it has a proven record of performance and availability of responsive service; and
 - 4) it is not objectionable to Owner.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - a. shall certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design,
 - 2) be similar in substance to that specified, and
 - 3) be suited to the same use as that specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
 - C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
 - D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
 - E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
 - F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

- O. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
 - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
 - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
 - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
 - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
 - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
 5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 1. observations by Engineer;
 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. use or occupancy of the Work or any part thereof by Owner;
 5. any review and approval of a Shop Drawing or Sample submittal;
 6. the issuance of a notice of acceptability by Engineer;
 7. any inspection, test, or approval by others; or
 8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
 - 1. *Change Orders:*
 - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
 - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
 - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
 2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

- C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. the Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. the Contract Price has been reduced by Change Orders;
 - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
 - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. there are other items entitling Owner to a set off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
 - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

- A. *Application for Payment:*
 - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all disputes that Contractor believes are unsettled; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such other adjacent areas;
 - 2. correct such defective Work;
 - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
 - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2013 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions, unless revised herein. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 *Defined Terms*

A. **Amend Paragraph 1.01A.20 to read as follows:**

20. *Engineer*—The individual or entity named as such in the Agreement, or the Owner if an individual or entity is not named in the Agreement.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.02 *Copies of Documents*

A. **SC-2.02.A. Amend the first sentence of Paragraph 2.02.A. to read as follows:**

Owner shall furnish to Contractor three copies of the Contract Documents (including one fully executed counterpart of the Agreement). Additional printed copies will be furnished upon request at the cost of the reproduction.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 *Intent*

A. **SC-3.01.C. Delete paragraph 3.01.C in its entirety.**

SC-3.03 *Reporting and Resolving Discrepancies*

A. **SC-3.03.B. Add the following new paragraph immediately after Paragraph 3.03B.1.b**

2. In resolving conflicts, errors, and discrepancies, the documents shall be given precedence in the following order: Agreement, Specifications, and Drawings. Within the specifications the order of precedence shall be as follows: Supplementary Conditions, General Conditions, and Technical Provisions. Figure dimensions on Drawings shall govern over scaled dimensions, and detailed Drawings shall govern over general Drawings.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Times; Notice to Proceed

A. SC-4.01.A. Amend paragraph 4.01.A to read as follows:

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.03 Subsurface and Physical Conditions

SC 5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:

- C. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:**

Drawings dated [1985, prepared by Siegmund & Associates, Inc., entitled: "Town of Lincoln, Rhode Island, System of Sewers, Contract No. 12 Manville - North Sewers", consisting of sheets numbered 1 to 22, inclusive.]

- a. None of the contents of such drawings is Technical Data on whose accuracy Contractor may rely.**
- D Contractor may examine copies of drawings identified in SC 5.03.C that were not included with the Bidding Documents at the Engineering Department in the Lincoln Town Hall, during regular business hours.**

SC-5.06 Hazardous Environmental Conditions

SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**
- B. Not Used.**

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Liability Insurance

SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:**

- 1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:**

State: _____ **Statutory** _____

Federal, if applicable (e.g., Longshoreman's): Statutory

Employer's Liability:

| | |
|---|-------------------|
| Bodily injury, each accident | \$ <u>100,000</u> |
| Bodily injury by disease, each employee | \$ <u>100,000</u> |
| Bodily injury/disease aggregate | \$ <u>500,000</u> |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate \$ 2,000,000

Products - Completed Operations Aggregate \$ 2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$ 1,000,000

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Combined Single Limit for Bodily Injury and property damage: \$ 1,000,000

4. Excess or Umbrella Liability:

Per Occurrence \$ 10,000,000

General Aggregate \$ 10,000,000

6. Additional Insured: Town of Lincoln

7. Contractor's Professional Liability:

Each Claim \$ 1,000,000

Annual Aggregate \$ 2,000,000

SC-6.05 *Property Insurance*

SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;
16. include by express endorsement coverage of damage to Contractor's equipment.

ARTICLE 7– CONTRACTOR'S RESPONSIBILITIES

SC-7.02 Labor; Working Hours

SC-7.02.B. Add the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be 7:00 AM to 4:30 pm

SC-7.04 "Or Equals"

SC-7.04.A. Delete the last sentence of Paragraph 7.04 A and insert the following in its place:

Unless the Specification or description contains or is followed by words reading "like", "equivalent", or "or equal" are allowed, Contractor shall provide the proprietary item or the item from the list of the named supplier(s). Where the Specification or description contains or is followed by words reading "like", "equivalent" or "or-equal" items are permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below.

SC-7.05 Substitutes

SC-7.05.A. Delete the first two sentences of Paragraph 7.05 A and insert the following in its place:

Unless the Specification or description contains or is followed by words reading "like", "equivalent", or "or equal" are allowed, Contractor shall provide the proprietary item or the item from the list of the named supplier(s). Where the Specification or description contains or is followed by words reading "like", "equivalent" or "or-equal" items are permitted, other items of material or equipment or material or equipment of other suppliers may be submitted to Engineer for review under the circumstances described below.

SC-7.09 Taxes

SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Rhode Island and of cities and counties thereof on all materials to be incorporated into the Work.

1. **Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.**
2. **Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.**

ARTICLE 9 – OWNER'S RESPONSIBILITIES

SC-9.01 Communications to Contractor

SC-9.01.A. Amend paragraph 9.01.A to read as follows:

- A. Owner shall issue all communications directly to the Contractor.**

SC-9.02 Replacement of Engineer

SC-9.02.A. Amend paragraph 9.01.A to read as follows:

- A. Owner may at its discretion appoint an Engineer to act as the Owners representative. The Owner may at its discretion replace the appointed Engineer.**

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.03 Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:

- B.B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.]**

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.01.B Add a new paragraph immediately after paragraph 15.01.B.3

- 4. Contractor shall include with Application for Payment proof that all employee, subcontractor, and vendor obligations have been met from the previous Progress Payment. Contractor shall submit subcontractor and vendor release forms; and certified payroll reports which include labor classifications, pay rates, and fringe benefit rates for employees.**



General Requirements

SCOPE OF WORK

1. **General Work:** The following description of site work identifies the primary work items. Items of work that are not specifically called out but are inherently required to complete the work shall be considered as a part of the work.
 - A. General Requirements
 - The Contractor shall supervise, inspect, and direct the work, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - At all times during the progress of the Work, the Contractor shall assign a competent resident superintendent. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor. The superintendent shall be responsible for coordinating inspections with the Town of Lincoln.
 - The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
 - The Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the work.
 - The Contractor shall be responsible for providing adequate traffic control at all times during construction.
 - The Contractor shall protect all existing conditions and restore all disturbed and/or damaged items.
 - B. Lump Sum Item 1: Reclamation and Reconstruction of Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street
 - Work under this item consists of reclaiming and reconstructing Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street within the limits shown on the Paving Location Plans. The existing pavement and road base shall be reclaimed to a depth of eight-inches and the road shall be reconstructed with 2.5-inches of Bituminous Base Course and 1.5-inches of Class I-1 Bituminous Surface Course. Finish grade shall be adjusted to eliminate low points and provide adequate drainage. All utility structures and valve boxes shall be adjusted to finished grade. Curbing and sidewalk work, as described herein and depicted on the Site Plans, is also included.
 - C. Lump Sum Item 2: Summer Street Sidewalk Repair
 - Work under this item consists of repairing the curbing and sidewalk at 67 Summer Street as depicted on the Site Plans.
 - D. Alternate Lump Sum Item 1: Reclamation and Reconstruction of Great Road.
 - Work under this item consists of reclaiming and reconstructing Great Road within the limits shown on the Site Plans. The existing pavement and road base shall be

reclaimed to a depth of eight-inches and the road shall be reconstructed with 2.5-inches of Bituminous Base Course and 1.5-inches of Class I-1 Bituminous Surface Course. Finish grade shall be adjusted to eliminate low points and provide adequate drainage. All bituminous berm and bituminous concrete lip curb shall be removed and replaced. All utility structures and valve boxes shall be adjusted to finished grade.

E. Alternate Lump Sum Item 2: Reclamation and Reconstruction of Amica Center Boulevard.

- Work under this item consists of reclaiming and reconstructing Amica Center Boulevard within the limits shown on the Site Plans. The existing pavement and road base shall be reclaimed to a depth of eight-inches and the road shall be reconstructed with 2.5-inches of Bituminous Base Course and 1.5-inches of Class I-1 Bituminous Surface Course. The existing granite curb shall remain. Finish grade shall be adjusted to eliminate low points and provide adequate drainage. All utility structures and valve boxes shall be adjusted to finished grade.

F. Alternate Lump Sum Item 3: Reclamation and Reconstruction of Great Road and Amica Center Boulevard.

- Work under this item consists of all work included in Alternate Bid Items 1 and 2 authorized to be constructed simultaneously.

G. Additive Bid Items 1-34

- The Additive Bid Items are not part of the Base Contract Price. The unit prices provided will be utilized should incidental or additional quantities of work be necessary or requested by the Town of Lincoln.

2. Execution

- A. The contract shall include all supervision, labor, equipment and other such necessary items to complete the work included in the Contract Documents.
- B. The contractor shall protect all existing and adjacent facilities, equipment, site improvements, and grounds and repair any damage caused by the project work.
- C. The contractor shall protect any and all existing underground utilities and is responsible for notification to DigSafe. Notify DigSafe three working days prior to any excavation or demolition.
- D. The contractor shall provide erosion and sedimentation control.
- E. The contractor shall provide traffic control.
- F. Products: All brand names as specified in this document are intended to serve as a standard of quality. Items equal to or superior to those specified may be submitted to the Town for consideration. Those bidders not submitting requests for change will be presumed to have bid as specified.

G. Quality Standards: The minimum standards that must be met by the contractor shall include, but not necessarily be limited to the following:

- a. All work shall comply with all federal, state and local codes and regulations, including prevailing wage guidelines.
- b. All work shall comply with the requirements of the manufacturer. Applicator personnel assigned to this project shall be trained and certified by the surfacing manufacturer.
- c. Materials of the same color shall be made from the same batch, variation of material shade or color is unacceptable. The colors are to be determined by the Town.
- d. Reference to the codes and standards listed herein shall constitute the minimum acceptable requirements.

3. **Delivery and Storage**

- A. Materials shall be stored in undamaged condition, as packaged by the manufacturer, and in accordance with the manufacturer's instructions, with manufacturer's seals and label intact.
- B. Care shall be taken to prevent damage during delivery, handling and storage. Damaged materials will not be used in the project or paid for by the Town.
- C. The contractor will make arrangements for and accept all deliveries to the project site. The Town will not accept deliveries for the contractor.
- D. The Town will provide an outdoor staging site for the contractor. No inside storage will be provided by the Town.

4. **Preconstruction Meeting:** No later than ten (10) days after the notice to proceed, the contractor shall arrange with the Town Engineer to schedule an initial job meeting. The contractor will attend this meeting prepared to announce and introduce, in writing, by name and title, the job supervisor who will be in active charge of the work and with whom the Town is empowered to deal in any day-to-day coordination of the work. It is expected that this supervisor, or his/her duly appointed successor, will be on site at any time while work on the contract is in progress, including work of the subcontractors. No work will occur prior to this meeting; this meeting will mark the beginning of work. The contractor shall notify the Town in writing if there is a change in job supervisors.

5. **Project Conditions:** The contractor shall plan for normal seasonal temperature, humidity and weather for the period on the work site. The contractor shall use whatever means are necessary to assure performance in accordance with safety and health standards and the manufacturer's requirements with no increase in contract price or time. While the Town police will provide normal police surveillance of the work area, the Town accepts no responsibility for pilferage, loss or damage to the contractor's property. It shall be the contractor's sole responsibility to protect the lives and property of others from injury from

his/her activity and to cease operations when continued work could impact on the safety of others. The contractor shall report all injuries or incidents of loss to the Lincoln Police.

6. **Workmanship and Conduct:** All work shall be done in a workmanlike manner by skilled technicians using the commonly accepted best practices of the trade. The contractor shall remain responsible for inspection and correction of any poor workmanship, work not in compliance with the contract, or defective work due to defective materials. Any workmanship determined to be sub-standard in quality will not be accepted, and will be corrected and/or replaced as required by the Owner.
7. **Clean Up:** At the end of each day, the contractor shall clean the immediate environment of scraps, packaging containers and other trash and have same removed from the site or securely stowed in an approved trash container provided by the contractor. At the end of the contract, all staging, fencing, containers, packaging and other debris shall be removed from the premises and the entire area around the construction site shall be left in an acceptable manner by the Town. The contractor shall replace and/or repair any damage done to Town grounds, shrubs, trees, equipment or any Town property not specifically stated.
8. **Products:** The contractor will submit to the Town product description, data sheets and manufacturer installation requirements for approval of products and material listed in the technical specifications prior to any products delivered and installed on the project.
9. **Warranty:** Upon completion of the project, the contractor shall provide the Town with a written warranty which shall warrant the repairs against faulty material or workmanship for a period of three (3) years, or as otherwise stated herein. The warranty is to include all materials and labor to correct faulty material or workmanship.
10. **Required Submittals:** Once authorized to proceed, the Contractor shall submit the required submittal information listed in the technical specifications. Prior to submitting the information, the Contractor shall verify
 - all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the work;
 - all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and
 - shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the work and the Contract Documents.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal. The Contractor shall notify the Town, in writing, of any variations that the submittal may have from the requirements of the Contract Documents.

11. **Notice of Selection**

After approval by the Town Council, the selected Contractor will be notified as soon as possible.

12. Submission of Bids

Two (2) copies of the submitted bids are to be placed in a sealed envelope and clearly marked with the RFP Number the bid is submitted for and be addressed to John Ward, Finance Director, c/o Town of Lincoln, 100 Old River Road, P.O. Box 100, Lincoln, RI 02865.

Proposals must be received by 10:00 a.m. on Wednesday June 15, 2016. No proposals will be accepted after the date and time specified. The Town of Lincoln reserves the right to accept or reject, without prejudice, any or all proposals or to waive any irregularities therein, or to accept the proposal deemed to be in the best interest of the town of Lincoln.

13. Proposal Coordinator

All questions pertaining to these specifications should be directed to Leslie Quish, the Town Engineer (lquish@lincolnri.org), in writing by end of day on **Friday June 3, 2016**.

14. Addenda and Interpretations

- A. No interpretation on the meaning of the Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to Leslie Quish, Town Engineer (emailed to lquish@lincolnri.org or faxed to 401-753-7119) by end of day on **Friday June 3, 2016**. Any and all interpretations, and supplemental instructions which, if issued, will be emailed to all perspective bidders (at the respective email address furnished by the bidder for such purpose), no later than end of day on **Tuesday June 7, 2016**. The addendum shall also be posted on the Town Purchasing website at <http://www.lincolnri.org/departments/list/purchasing.php#mobiletarget>
- B. Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

MEASUREMENT AND PAYMENT

ROADWAY RECONSTRUCTION - RFP 2017-01

SUMMARY

This Section includes measurement and payment paragraphs for:

1. Lump Sum Bid Items
2. Alternate Bid Items
3. Additive/Deduct Bid Items

DEFINITIONS

1. Payment Items: The Owner's distribution of the Contract Sum through listed work items.
 - A. Each item is specified to include a defined scope of services. However, not all materials, labor, equipment, or services of a payment item are guaranteed to be listed or specified.
 - B. Include costs associated with items of work required to complete the defined scope of services within the appropriately specified payment item.
 - C. Payment items include furnishing all necessary material and products plus cost for mobilization, demobilization, traffic control, delivery, installation, bonds, insurances, applicable fees, administrative over-site, tools, labor, equipment, incidentals, overhead, profit, and other applicable costs.
 - D. All work described in the Contract Documents shall be included in the payment items described herein.
2. Lump Sum Bid Items: When used as an item of payment, means complete payment for the work prescribed for that portion of the work under the item, or all work prescribed in the Contract, as the case may be.
3. Unit Price: An amount incorporated in the Agreement, applicable during the duration of the work as a price per unit of measurement for materials, equipment, or services.
4. Additive/Deduct Bid Item: An item incorporated into the Base Bid Contract Price, by addition or deletion, at the unit price provided when authorized by the Owner.
5. Complete In Place: When used in the measurement and payment provisions, means the completion of the contract item, including the furnishing of all materials, equipment, tools, labor, health and safety requirements, and work incidental thereto.
6. Consecutive Quantity: Any area within a ½ mile radius of the limits of work.

PROCEDURES

1. Measurement: Notify Owner at least 48 working hours prior to the time at which necessary measurements must be taken. Notification must be in advance of obscuring pay item; do not proceed until such measurements have been taken in the presence of the Owner.

2. Payment for Work associated with individual Work Segments will not be released until such Work Segment is Substantially Complete, including site restoration and site improvements of that Work Segment and has been approved as such by the Owner or Engineer.

BID ITEMS

The payment items listed below identify the major components of work identified and specified in the Contract Documents. Work that is not specifically called out within an individual payment item but is inherently required to complete the work shall be considered as a part of that payment item.

BASE BID ITEMS

Lump Sum Bid Item 1: Reclamation and Reconstruction of Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street

1. Reclamation and Reconstruction of Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Sawcutting existing pavement to the full depth of reclamation.
 - d. Reclaiming existing pavement into processed aggregate base to a depth of 8 inches.
 - e. Curbing and sidewalk work as specified on the Site Plan.
 - f. Driveway work as specified on the Site Plan.
 - g. Drainage improvements as specified on the Site Plan.
 - h. Shaping, fine grading, and compacting processed aggregate base.
 - i. Adjusting the grade within the limit of work to provide adequate drainage.
 - j. Furnishing, placing, and compacting bituminous base course to a depth of 2.5 inches.
 - k. Adjusting utility structures including, but not limited to, catch basins, manholes, and utility gates, to finish grade. Covers of all structures must be flush with surface course grade and not collect stormwater.
 - l. Cleaning bituminous base course prior to placing surface course.
 - m. Applying tack coat.
 - n. Furnishing, placing, and compacting bituminous surface course to a depth of 1.5 inches.
 - o. Removing and transporting surplus reclaimed material to the Town material storage facility located off of Hood Drive.
 - p. Removing and disposing surplus materials (excluding reclaimed material), construction waste, and debris.

- q. Loam and seeding along edges of work and reestablishing satisfactory vegetation.
 - r. Restoring disturbed areas to preexisting conditions. This includes, but is not limited to, sidewalks, driveways, curb, berm, lawn areas, landscaped areas, and miscellaneous site improvements.
 - s. Cleaning drainage structures that collected sediment and debris as a result of construction.
2. Measurement: As measured by the Owner, pro-rated with the Contractor's progress of reclaiming and reconstructing Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street complete in place.
 3. Payment: Reclamation and Reconstruction of Bouvier Avenue, Vose Street, Ascension Street, Pothier Street, and Gaulin Street will be paid for on a Lump Sum basis, complete in place.

Lump Sum Bid Item 2: Summer Street Sidewalk Repair

1. Summer Street Sidewalk Repair, includes, but is not limited to, the following:
 - a. Traffic control.
 - b. Sawcutting pavement along face of curb and removing 2' granite curb return and 4' section of granite curb and stockpiling for Town. Remove and dispose pavement and concrete curb lock.
 - c. Sawcutting and removing 16'x8' section of concrete sidewalk.
 - d. Furnishing and installing 3' granite transition curb with concrete curb lock.
 - e. Regrading and compacting sidewalk base material to gradually transition sidewalk and driveway.
 - f. Furnish and install 16'x8' concrete sidewalk (6" thick) with wire mesh.
 - g. Furnish, install, and compact 2.5" of bituminous base course and 1.5" of bituminous surface course (Class I-1) along face of curb. Tack coat vertical edges of pavement prior to placing pavement.
 - h. Repaving driveway to match new sidewalk (as necessary) with 1.5" of bituminous base course and 1.5" of bituminous surface course (Class I-1).
2. Measurement: As measured by the Owner, pro-rated with the Contractor's progress of repairing the Summer Street sidewalk, complete in place.
3. Payment: Summer Street Sidewalk Repair will be paid for on a Lump Sum basis, complete in place.

ALTERNATE BID ITEMS

Alternate Lump Sum Item 1: Reclamation and Reconstruction of Great Road

1. Reclamation and Reconstruction of Great Road includes, but is not limited to, the following:

- a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Sawcutting existing pavement to the full depth of reclamation.
 - d. Reclaiming existing pavement into processed aggregate base.
 - e. Shaping, fine grading, and compacting processed aggregate base.
 - f. Adjusting the grade within the limit of work to provide adequate drainage.
 - g. Furnishing, placing, and compacting bituminous base course to a depth of 2.5 inches.
 - h. Adjusting utility structures including, but not limited to, catch basins, manholes, and utility gates, to finish grade. Covers of all structures must be flush with surface course grade and not collect stormwater.
 - i. Cleaning bituminous base course prior to placing surface course.
 - j. Applying tack coat.
 - k. Removing and replacing bituminous berm and bituminous concrete lip curb in kind.
 - l. Furnishing, placing, and compacting bituminous surface course to a depth of 1.5 inches.
 - m. Removing and transporting surplus reclaimed material to the Town material storage facility located off of Hood Drive.
 - n. Removing and disposing surplus materials (excluding reclaimed material), construction waste, and debris.
 - o. Loam and seeding along edges of work and reestablishing satisfactory vegetation.
 - p. Restoring disturbed areas to preexisting conditions. This includes, but is not limited to, sidewalks, driveways, curb, berm, lawn areas, landscaped areas, and miscellaneous site improvements.
 - q. Cleaning drainage structures that collected sediment and debris as a result of construction.
2. Measurement: As measured by the Owner, pro-rated with the Contractor's progress of reclaiming and reconstructing Great Road, complete in place.
 3. Payment: Reclamation and Reconstruction of Great Road will be paid for on a Lump Sum basis, complete in place.

Alternate Lump Sum Item 2: Reclamation and Reconstruction of Amica Center Boulevard

1. Reclamation and Reconstruction of Amica Center Boulevard includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Sawcutting existing pavement to the full depth of reclamation.
 - d. Reclaiming existing pavement into processed aggregate base.

- e. Protecting existing curbing.
 - f. Shaping, fine grading, and compacting processed aggregate base.
 - g. Adjusting the grade within the limit of work to provide adequate drainage.
 - h. Furnishing, placing, and compacting bituminous base course to a depth of 2.5 inches.
 - i. Adjusting utility structures including, but not limited to, catch basins, manholes, and utility gates, to finish grade. Covers of all structures must be flush with surface course grade and not collect stormwater.
 - j. Cleaning bituminous base course prior to placing surface course.
 - k. Applying tack coat.
 - l. Furnishing, placing, and compacting bituminous surface course to a depth of 1.5 inches.
 - m. Removing and transporting surplus reclaimed material to the Town material storage facility located off of Hood Drive.
 - n. Removing and disposing surplus materials (excluding reclaimed material), construction waste, and debris.
 - o. Restoring disturbed areas to preexisting conditions. This includes, but is not limited to, sidewalks, driveways, curb, berm, lawn areas, landscaped areas, and miscellaneous site improvements.
 - p. Loam and seeding along edges of work and reestablishing satisfactory vegetation.
 - q. Cleaning drainage structures that collected sediment and debris as a result of construction.
2. Measurement: As measured by the Owner, pro-rated with the Contractor's progress of reclaiming and reconstructing Amica Center Boulevard, complete in place.
 3. Payment: Reclamation and Reconstruction of Amica Center Boulevard will be paid for on a Lump Sum basis, complete in place.

Alternate Lump Sum Item 3: Reclamation and Reconstruction of Great Road and Amica Center Boulevard

1. Reclamation and Reconstruction of Great Road and Amica Center Boulevard includes, but is not limited to, the following:
 - a. All work described in Alternate Bid Items 1 and 2 authorized to be constructed simultaneously.
2. Measurement: As measured by the Owner, pro-rated with the Contractor's progress of reclaiming and reconstructing Great Road and Amica Center Boulevard, complete in place.
3. Payment: Reclamation and Reconstruction of Great Road and Amica Center Boulevard will be paid for on a Lump Sum basis, complete in place.

ADDITIVE/DEDUCT BID ITEMS

The additive/deduct bid items listed below shall only be incorporated into the project if selected and authorized in writing by the Owner. Unit bid items that are the same except for varying consecutive quantities have been grouped together. Work that is not specifically called out within an individual payment item but is inherently required to complete the work shall be considered as a part of that payment item

Add/Deduct Unit Bid Items 1.A to 1.E: Bituminous Pavement Reclamation & Reconstruction

1. Bituminous Pavement Reclamation & Reconstruction includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Sawcutting existing pavement to the full depth of reclamation.
 - d. Reclaiming existing pavement into processed aggregate base.
 - e. Removing and replacing bituminous berm and bituminous concrete lip curb in kind.
 - f. Shaping, fine grading, and compacting processed aggregate base.
 - g. Adjusting the grade within the limit of work to provide adequate drainage.
 - h. Furnishing, placing, and compacting bituminous base course to a depth of 2.5 inches.
 - i. Adjusting utility structures including, but not limited to, catch basins, manholes, and utility gates, to finish grade. Covers of all structures must be flush with surface course grade and not collect stormwater.
 - j. Cleaning bituminous base course prior to placing surface course.
 - k. Applying tack coat.
 - l. Furnishing, placing, and compacting bituminous surface course to a depth of 1.5 inches.
 - m. Removing and transporting surplus reclaimed material to the Town material storage facility located off of Hood Drive.
 - n. Removing and disposing surplus materials (excluding reclaimed material), construction waste, and debris.
 - o. Restoring disturbed areas to preexisting conditions. This includes, but is not limited to, sidewalks, driveways, curb, berm, lawn areas, landscaped areas, and miscellaneous site improvements.
 - p. Loam and seeding along edges of work and reestablishing satisfactory vegetation.
 - q. Cleaning drainage structures that collected sediment and debris as a result of construction.

2. Measurement: As measured by the Owner, per square yard of reclaimed and reconstructed pavement.
3. Payment: Bituminous Pavement Reclamation & Reconstruction will be paid for per square yard of reclaimed pavement as directed and approved in the field.

Add/Deduct Unit Bid Items 2.A to 2.E: Bituminous Pavement Milling

1. Bituminous Pavement Milling includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Sawcutting existing pavement to the full depth of reclamation.
 - d. Milling existing pavement to a depth of 1.5 inches.
 - e. Removing and disposing surplus materials, construction waste, and debris.
2. Measurement: As measured by the Owner, per square yard of milled pavement, complete in place.
3. Payment: Bituminous Pavement Milling will be paid for per square yard of milled pavement as directed and approved in the field.

Add/Deduct Unit Bid Items 3.A to 3.E: Bituminous Surface Course

1. Bituminous Surface Course includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Adjusting utility structures including, but not limited to, catch basins, manholes, and utility gates, to finish grade of surface course pavement. Covers of all structures must be flush with surrounding pavement and not collect stormwater.
 - d. Cleaning pavement surfaces.
 - e. Applying tack coat.
 - f. Furnishing, placing, and compacting, bituminous surface course to a depth of 1.5 inches.
 - g. Restoring disturbed areas to preexisting conditions. This includes, but is not limited to, sidewalks, driveways, curb, berm, lawn areas, landscaped areas, and miscellaneous site improvements.
 - h. Cleaning drainage structures that collected sediment and debris as a result of construction.
 - i. Removing and disposing surplus materials, construction waste, and debris.
2. Measurement: As measured by the Owner, per square yard of bituminous surface course, installed complete in place.
3. Payment: Bituminous Surface Course will be paid for per square yard of bituminous surface course as directed and approved in the field

Add/Deduct Unit Bid Items 4.A to 4.E: Bituminous Base Course

1. Bituminous Base Course includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.

- b. Traffic control.
 - c. Furnishing, placing, and compacting, bituminous base course to a depth of 2.5 inches.
 - d. Restoring disturbed areas to preexisting conditions. This includes, but is not limited to, sidewalks, driveways, curb, berm, lawn areas, landscaped areas, and miscellaneous site improvements.
 - e. Cleaning drainage structures that collected sediment and debris as a result of construction.
 - f. Removing and disposing surplus materials, construction waste, and debris.
2. Measurement: As measured by the Owner, per square yard of bituminous base course, installed complete in place.
 3. Payment: Bituminous Base Course will be paid for per square yard of bituminous base course as directed and approved in the field

Add/Deduct Unit Bid Item 5: Tack Coat Type 1

1. Tack Coat Type 1 includes applying tack coat to vertical surfaces of existing pavement.
2. Measurement: As measured by the Owner per linear foot of tack coat installed, complete in place.
3. Payment: Tack Coat Type 1 will be paid linear foot of tack coat installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 6: Tack Coat Type 2

1. Tack Coat Type 2 includes cleaning and applying tack coat to bituminous base course prior to the placement of bituminous surface course.
2. Measurement: As measured by the Owner per square yard of tack coat installed, complete in place.
3. Payment: Tack Coat Type 2 will be paid square yard of tack coat installed, as directed and approved in the field.

Add/Deduct Unit Bid Items 7.A to 7.B: Remove & Dispose Bituminous Pavement

1. Remove & Dispose Bituminous Pavement includes, but is not limited to, the following
 - a. Erosion and sediment control.
 - b. Traffic Control.
 - c. Sawcutting, removing, and disposing pavement.
2. Measurement: As measured by the Owner, per square yard of bituminous pavement removed and disposed.
3. Payment: Remove & Dispose Bituminous Pavement will be paid per square yard of pavement removed and disposed, as directed and approved in the field.

Add/Deduct Unit Bid Items 8.A to 8.C: Remove & Dispose Concrete Sidewalk

1. Remove & Dispose Concrete Sidewalk includes, but is not limited to,
 - a. Erosion and sediment control.
 - b. Traffic control.
 - c. Removing and disposing concrete sidewalk.
2. Measurement: As measured by the Owner, per square yard of concrete sidewalk removed and disposed.
3. Payment: Remove & Dispose Concrete Sidewalk will be paid per square yard of concrete sidewalk removed and disposed, as directed and approved in the field.

Add/Deduct Unit Bid Items 9.A to 9.B: Remove & Reset Granite Curb

1. Remove & Reset Granite Curb includes, but is not limited to, the following:
 - a. Erosion and sediment control.
 - b. Traffic control.
 - c. Removing, stockpiling, and resetting existing granite curb including excavation, backfill, gravel borrow, and concrete curb lock.
2. Measurement: As measured by the Owner per linear foot of reset granite curb, complete in place.
3. Payment: Remove & Reset Granite Curb will be paid per linear foot of reset granite curb, as directed and approved in the field.

Add/Deduct Unit Bid Items 10.A to 10.B: Remove & Dispose Concrete Curb

1. Remove & Dispose Concrete Curb includes, but is not limited to, the following:
 - a. Erosion and sediment control.
 - b. Traffic control.
 - c. Removing and disposing concrete curb.
2. Measurement: As measured by the Owner per linear foot of concrete curb removed and disposed.
3. Payment: Remove & Dispose Concrete Curb will be paid per linear foot of removed and disposed concrete curb, as directed and approved in the field.

Add/Deduct Unit Bid Items 11.A to 11.B: Remove & Dispose Bituminous Berm

1. Remove & Dispose Bituminous Berm includes, but is not limited to, the following:
 - a. Erosion and sediment control.
 - b. Traffic control.
 - c. Removing and disposing existing bituminous berm.
2. Measurement: As measured by the Owner per linear foot of bituminous berm removed and disposed.
3. Payment: Remove & Dispose Bituminous Berm will be paid per linear foot of removed and disposed bituminous berm, as directed and approved in the field.

Add/Deduct Unit Bid Items 12.A to 12.B: Granite Curb - Straight

1. Granite Curb - Straight includes, but is not limited to, the following:

- a. Erosion and sedimentation control.
- b. Traffic control.
- c. Furnishing and installing straight sections of granite curb including excavation, backfill, gravel borrow, and concrete curb lock.
2. Measurement: As measured by the Owner, per linear foot of straight granite curb installed.
3. Payment: Granite Curb- Straight will be paid per linear foot of straight granite curb installed, as directed and approved in the field.

Add/Deduct Unit Bid Items 13.A to 13.B: Granite Curb - Radius

1. Granite Curb – Radius includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing radius sections of granite curb including excavation, backfill, gravel borrow, and concrete curb lock.
2. Measurement: As measured by the Owner, per linear foot of radius granite curb installed.
3. Payment: Granite Curb- Radius will be paid per linear foot of radius granite curb installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 14: Granite Curb – 3’ Transition

1. Granite Curb – 3’ Transition includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing 3’ granite transition curbs including excavation, backfill, gravel borrow, and concrete curb lock.
2. Measurement: As measured by the Owner, per each 3’ granite transition curb installed.
3. Payment: Granite Curb – 3’ Transition will be paid per each 3’ granite transition curb installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 15: Granite Curb – 6’ Transition

1. Granite Curb – 6’ Transition includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing 6’ granite transition curbs including excavation, backfill, gravel borrow, and concrete curb lock.
2. Measurement: As measured by the Owner, per each 6’ granite transition curb installed.
3. Payment: Granite Curb – 6’ Transition will be paid per each 6’ granite transition curb installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 16: Granite Curb – 2’ Radius Corner

1. Granite Curb – 2’ Radius Corner includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing 2’ granite radius corners including excavation, backfill, gravel borrow, and concrete curb lock.
2. Measurement: As measured by the Owner, per each 2’ radius granite corner installed.
3. Payment: Granite Curb – 2’ Radius Corner will be paid per each 2’ radius granite corner installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 17: Granite Inlet Stone

1. Granite Inlet Stone includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing granite inlet stones, including the required excavation, backfill, gravel borrow, and the concrete curb lock.
2. Measurement: As measured by the Owner, per each granite inlet stone installed.
3. Payment: Granite Inlet Stone will be paid per each granite inlet stone installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 18: Granite Apron Stone

1. Granite Apron Stone includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing granite apron stones, including the required excavation, backfill, gravel borrow, and the concrete curb lock.
2. Measurement: As measured by the Owner, per each granite apron stone installed.
3. Payment: Granite Apron Stone will be paid per each granite apron stone installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 19.A to 19.B: Bituminous Berm

1. Bituminous Berm, includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing bituminous berm.
2. Measurement: As measured by the Owner, per linear foot of bituminous berm installed.
3. Payment: Bituminous Berm will be paid per linear foot of bituminous berm installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 20.A to 20.B: Bituminous Concrete Lip Curb

1. Bituminous Concrete Lip Curb, includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing bituminous concrete lip curb.
2. Measurement: As measured by the Owner, per linear foot of bituminous concrete lip curb installed.
3. Payment: Bituminous Berm will be paid per linear foot of bituminous concrete lip curb installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 21: Bituminous Driveway

1. Bituminous Driveway includes, but is not limited to, the following:
 - a. Traffic control.
 - b. Furnishing, placing, and compacting 1.5 inches of bituminous base course and 1.5 inches of bituminous surface course (Class I-1)
 - c. Cracksealing joint between new and existing driveway.
2. Measurement: As measured by the Owner per square yard of bituminous driveway pavement installed, complete in place.
3. Payment: Bituminous Driveway will be paid per square yard of bituminous driveway pavement installed, as directed and approved in the field.

Add/Deduct Unit Bid Items 22: Concrete Driveway

1. Concrete Driveway includes, but is not limited to, the following:
 - a. Traffic control.
 - b. Furnishing and installing forms, concrete, joints, and finishing the concrete.
2. Measurement: As measured by the Owner per square yard of concrete driveway installed, complete in place.
3. Payment: Concrete Driveway will be paid per square yard of concrete driveway installed, as directed and approved in the field.

Add/Deduct Unit Bid Items 23.A to 23.C: Concrete Sidewalk

1. Concrete Sidewalk includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing and installing forms, concrete, joints, and finishing the concrete.
2. Measurement: As measured by the Owner per square yard of concrete sidewalk installed, complete in place.
3. Payment: Concrete Sidewalk will be paid per square yard of concrete sidewalk installed, as directed and approved in the field.

Add/Deduct Unit Bid Items 24.A to 24.C: Bituminous Sidewalk

1. Bituminous Sidewalk includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.

- b. Traffic control.
 - c. Furnishing, placing, and compacting bituminous pavement (Class I-2) surface course in two equal courses.
2. Measurement: As measured by the Owner per square yard of bituminous sidewalk pavement installed, complete in place.
3. Payment: Bituminous Sidewalk will be paid per square yard of bituminous sidewalk pavement installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 25: Gravel Borrow

1. Gravel Borrow includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Furnishing, installing, grading and compacting gravel borrow.
2. Measurement: As measured by the Owner per cubic yard of compacted gravel borrow installed, complete in place.
3. Payment: Gravel Borrow will be paid per cubic yard of compacted gravel borrow installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 26: Remove & Dispose Existing Road Subbase Material

1. Remove & Dispose Existing Road Subbase Material includes, but is not limited to, the following:
 - a. Removing and disposing existing subbase material below the existing pavement to a depth specified by the Owner.
2. Measurement: As measured by the Owner per cubic yard of subbase material removed and disposed.
3. Remove & Dispose Existing Road Subbase Material will be paid per cubic yard of subbase material removed, as shown on the Contract Drawings, or as directed and approved in the field.

Add/Deduct Unit Bid Item 27: Crack Sealing

1. Crack Sealing includes, but is not limited to, the following:
 - a. Erosion and sedimentation control.
 - b. Traffic control.
 - c. Sealing cracks with an asphalt and fiber compound.
2. Measurement: As measured by the Owner per gallon of crack sealer used, complete in place.
3. Payment: Crack Sealing will be paid per gallon of crack sealer used, as directed and approved in the field.

Add/Deduct Unit Bid Item 28: Reconstruct Drainage or Sewer Structure

1. Reconstruct Drainage/Sewer Structure includes, but is not limited to, the following:
 - a. Removing and resetting frames, grates, and covers.

- b. Removing and replacing brick and mortar in accordance with Sections 702 and 704 of the current edition of the *Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction*.
 - c. Excavation, backfilling, and compacting.
2. Measurement: As measured per vertical foot below finish grade of structure repair, complete in place.
3. Payment: Reconstruct Drainage/Sewer Structure will be paid per vertical foot of reconstructed drainage or sewer structure, as directed and approved in the field.

Add/Deduct Unit Bid Item 29: Replace Frame and Cover or Frame and Grate

1. Replace Frame and Cover or Frame and Grate includes, but is not limited to, the following:
 - a. Removing and disposing existing frames, grates, and covers.
 - b. Installing frames, grates, and covers (frame, grates, and covers shall be provided by the Owner).
2. Measurement: As measured per each frame and cover or frame and grate installed, complete in place.
3. Payment: Replace Frame and Cover or Frame and Grate will be paid per each frame and cover or frame and grate installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 30: Replace Catch Basin with Drop Inlet

1. Replace Catch Basin with Drop Inlet includes, but is not limited to, the following:
 - a. Removing and Disposing of existing catch basin.
 - b. Installing Precast Concrete Drop Inlet.
 - c. Connecting existing pipes to drop inlet.
2. Measurement: As measured by the Owner per each drop inlet installed, complete in place.
3. Payment: Replace Catch Basin with Drop Inlet will be paid per each drop inlet installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 31: Replace Catch Basin with 4' Diameter Catch Basin

1. Replace Catch Basin with 4' Diameter Catch Basin includes, but is not limited to, the following:
 - a. Removing and Disposing of existing catch basin.
 - b. Installing 4' Diameter Precast Catch Basin.
 - c. Connecting existing pipes to catch basin.
2. Measurement: As measured by the Owner per each catch basin installed, complete in place.
4. Payment: Replace Catch Basin with 4' Diameter Catch Basin will be paid per each catch basin installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 32: Replace Catch Basin with 5' Diameter Catch Basin

1. Replace Catch Basin with 5' Diameter Catch Basin includes, but is not limited to, the following:
 - a. Removing and Disposing of existing catch basin.
 - b. Installing 5' Diameter Precast Catch Basin.
 - c. Connecting existing pipes to catch basin.
2. Measurement: As measured by the Owner per each catch basin installed, complete in place.
3. Payment: Replace Catch Basin with 5' Diameter Catch Basin will be paid per each catch basin installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 33: Replace Catch Basin with 6' Diameter Catch Basin

1. Replace Catch Basin with 6' Diameter Catch Basin includes, but is not limited to, the following:
 - a. Removing and Disposing of existing catch basin.
 - b. Installing 6' Diameter Precast Catch Basin.
 - c. Connecting existing pipes to catch basin.
2. Measurement: As measured by the Owner per each catch basin installed, complete in place.
3. Payment: Replace Catch Basin with 6' Diameter Catch Basin will be paid per each catch basin installed, as directed and approved in the field.

Add/Deduct Unit Bid Item 34: Silt Fence

1. Silt Fence includes, but is not limited to, the following:
 - a. Installing, maintaining, and removing silt fence.
2. Measurement: As measured by the Owner per linear foot of silt fence installed, complete in place.
3. Payment: Silt Fence will be paid per linear foot of silt fence installed, maintained, and removed, as directed and approved in the field. Contractor shall be paid 50% of the unit price upon installation and 50% of the unit price upon removal.

MUNICIPAL CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
12. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public

My commission expires: _____

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PROFESSIONAL REGULATIONS**

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

- 1) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), or any subcontractor performing work on said project, shall be liable for the payment of the applicable Prevailing Wage amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. The Fringe Benefit Credit amount listed in the applicable General Wage Decisions (Davis-Bacon Wage Determinations) must always be paid in full as either a bona fide Fringe Benefit Credit or cash equivalent or both.
- 2) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), shall be liable for the payment of prevailing wages regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to its employees and otherwise complies with the provisions of R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 3) Pursuant to R. I. Gen. Laws § 37-13-4, all public works projects shall be done by contract. Before awarding a contract for a public works project, an awarding authority shall first determine from the Department of Labor and Training's website, Debarment List, whether the proposed contractor has been debarred under R. I. Gen. Laws § 37-13-14.1 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the Prevailing Wage is required as a condition of the contract.
- 4) All alleged violations of noncompliance with Chapter 13 of Title 37 of the General Laws of Rhode Island shall be made in writing, and on forms issued by the Department of Labor and Training. The written complaints must be filed with the Department of Labor and Training on the Department's written complaint form within twenty-four (24) months of the completion of the project.
- 5) For apprentices registered pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, a percentage of the Base Hourly Rate of Pay must be taken in accordance with the scale listed in the apprentice's apprenticeship agreement. If the employee is not registered as an apprentice pursuant to R. I. Gen. Laws § 28-45-1, *et seq.*, then the employee must be paid the full Prevailing Wage according to the General Wage Decisions (Davis-Bacon Wage Determinations) for the classification of the work actually performed. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journey person ratio for each trade approved by the Department of Labor and Training. State awarding authorities may determine

from the Department of Labor and Training's website, whether all contractors and subcontractors have a registered apprenticeship program. Apprentices found to be working outside of the applicable journey person to apprentice job site ratios shall be paid at the full applicable journey person Prevailing Wage. See Appendix A, Job Site Ratios for Licensed and Unlicensed Trades, Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs Under Title 28, Chapter 45, Apprenticeship Programs in Trade & Industry.

- 6) Any proceeding to debar a contractor from bidding on a public works project under the provisions of R. I. Gen. Laws § 37-13-14.1, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of the prevailing wage requirements.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with R. I. Gen. Laws § 37-13-8.
- 8) In order to comply with R. I. Gen. Laws § 37-13-13, contractors and subcontractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section.
- 9) In compliance with R. I. Gen. Laws § 37-13-13, when the general or primary contract is One Million Dollars (\$1,000,000) or more, each contractor or subcontractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, contractors must furnish both the Rhode Island Certified Prevailing Wage Daily Log, Appendix B, together with the Rhode Island Weekly Certified Payroll, Appendix A, to the appropriate awarding authority. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section.

- 10) The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R. I. Gen. Laws §§ 37-13-1, *et seq.*
- 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with R. I. Gen. Laws § 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.
- 12) All service and maintenance contracts with the State of Rhode Island or political subdivision therefore shall comply with the provisions of Chapter 13 of Title 37 where the contract price exceeds One Thousand Dollars (\$1,000) and the work includes alterations, installation, repairs or construction. *See* "Definitions" herein for exceptions.
- 13) Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1000) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by R. I. Gen. Laws § 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of five (5) years from the date such work was performed. Certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.
- 14) The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 13 of Title 37, for general contractors and subcontractors, shall be determined as of the date of the awarding of the contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R. I. Gen. Laws § 37-13-8.
- 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to R. I. Gen. Laws § 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
- 16) All alleged violations of non-compliance with Chapter 13 of Title 37 filed with the Department of Labor and Training shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.
- 17) The Director of Labor and Training hereby adopts the United States Department of Labor's definition of bona fide fringe benefit credits. These benefits may include medical or hospital coverage, life insurance, disability insurance (not

workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:

- Contributions must be irrevocable and for the employee's benefit;
- Contributions must be made regularly and at least on a quarterly basis;
- Contributions must not be required by law (i.e.: taxes, workers' compensation, social security, etc.);
- Contributions made for fringe benefit plans for prevailing wage work may not be used to fund the plan for periods of non-prevailing wage work;
- The amount of contributions for fringe benefits must be paid irrevocably to a trustee or third party.

If the fringe benefits are anticipated to be paid from general assets of the contractor (ex. holidays, sick and vacation days, profit sharing, etc.), the contractor must set aside, in an escrow account the amount of money the contractor plans to claim as a fringe benefit credit for the prevailing wage project. For example, if a contractor wants to claim credit for 10 paid holidays per year, the contractor must calculate the amount that will be paid (10 holidays x 8 hours x \$10/hour = \$800) and place those funds in an escrow account. In the event that an employee leaves the company before the end of the calendar year and prior to the completion of the project, any remaining escrowed funds must be paid to the employee. The allowable hourly credit must be determined separately and documented for each employee since the credit is based on figures that will usually vary for each individual, depending on their benefit contribution amount, type of benefits, hours worked, etc. In addition, only the employer's contribution toward a benefit may be used to calculate the allowable hourly credit.

- 18) Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RI Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.
- 19) Pursuant to R. I. Gen. Laws § 37-13-10, overtime shall be calculated on the Base Hourly Rate of Pay listed in the General Wage Decisions (Davis-Bacon Wage Determinations) and not the Fringe Benefit Credit amount. The full Fringe Benefit Credit amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) must be added to the adjusted Base Hourly Rate of Pay.

20) Pursuant to R.I. Gen. Laws §§ 37-13-2 and 37-13-3.1, all general contractors and subcontractors who bid and/or perform work on state public works projects valued at One Million Dollars (\$1,000,000) or more shall employ apprentices and shall be subject to the following provisions:

A) Bidding

- i) Pursuant to R. I. Gen. Laws § 37-13-2, any person, firm, or corporation bidding on a state public works contract (“general contractor”) valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.
- iv) No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

B) Awarding

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, all general contractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor who will perform the work shall re-certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Re-Certification and Certification Form. The general contractor shall meet one of the qualifications identified in Part A of said form.

- iv) The general contractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the general contractor or its subcontractors are performing work on the project, the general contractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. General contractors shall submit said form to the awarding authority.
 - v) No contract award shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Re-Certification and Certification Form.
- C) Awarding & Subcontractors
- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, any subcontractor who performs work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify its ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
 - ii) If subcontractors employ apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for subcontractors to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Regulation 5 herein.
 - iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, all subcontractors who will perform work on the project shall certify compliance with the apprenticeship requirements by fully executing a Subcontractor Apprenticeship Certification Form. The subcontractor shall meet one of the qualifications identified in Part A of said form.
 - iv) The subcontractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the “non-performance” qualification of Part A of said form. Whether the subcontractor or its subcontractors are performing work on the project, the subcontractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. Subcontractors shall submit said form to the general contractor and/or hiring subcontractor for submission to the awarding authority.
 - v) For state public works contracts valued at One Million Dollars (\$1,000,000) or more, no general contractor and/or subcontractor shall

hire any subcontractor who fails to submit a fully executed and truthful Subcontractor Apprenticeship Certification Form.

- vi) For subcontractors hired after contract award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, said subcontractors shall submit said apprenticeship certification form to the general contractor and/or hiring subcontractor prior to or at the time of hiring.

D) Cancellation of Award; Penalties and Enforcement Proceedings

- i) Pursuant to R. I. Gen. Laws § 37-13-16, an awarding authority may cancel an award if apprentice wages are paid to apprentices who are not subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10.
- ii) Pursuant to R. I. Gen. Laws § 37-13-12.4, general contractors and subcontractors determined to be in violation of these regulations shall be subject to fines and penalties.
- iii) Pursuant to R. I. Gen. Laws §§ 37-13-14.1(a) and (d) and (f), general contractors and subcontractors determined to be in violation of these regulations shall be subject to enforcement proceedings.

DEFINITIONS

- A) “Base Hourly Rate of Pay” means the rate of pay identified for the trade as “Rates” on the General Wage Decisions (Davis-Bacon Wage determinations).
- B) “Construction”
- 1) “construction” means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work;
 - 2) construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor or subcontractor consistent with R. I. Gen. Laws § 37-13-7(c).
- C) “Employee” means any person employed by an employer. This definition shall be interpreted consistent with the definition of “employee” under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.
- D) “Employer” means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of “employee” herein and the definition of “employer” under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island.
- E) “Fringe Benefit” means a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered “fringe benefits” and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Regulation 17.
- F) “Fringe Benefit Credit” means the amount identified as “Fringes” for the trade on the General Wage Decisions (Davis-Bacon Wage determinations).
- G) “Heavy Construction”
- 1) “heavy construction” means those construction projects that are not properly classified as either “building”, “highway”, or “residential”. Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;
 - 2) Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable.

- H) “Independent Contractor” means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an “employee” as provided for herein.
- I) “Prevailing Wage” means the Base Hourly Rate of Pay plus the Fringe Benefit Credit which are listed on the General Wage Decisions (Davis-Bacon Wage Determinations) developed by the U.S. Department of Labor and adopted by the Rhode Island Department of Labor and Training.
- J) “Prevailing Wage Law” means R. I. Gen. Laws § 37-13-1, *et seq.*
- K) “Principal” is a person who has a majority of the ownership of a business, firm or corporation.
- L) “Public Agency” means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R. I. Gen. Laws § 37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein.
- M) “Public Work”
- 1) “public work” means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - 2) “public work” does not include:
 - i) grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - ii) ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.
- N) “Public Works Contract”
- 1) “public works contract” means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of One Thousand Dollars or more (\$1,000);
 - 2) payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized.
- O) “Public Works Contractor” means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site.
- P) “Public Works Project” means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.

Q) “Public Works Site”

- 1) “public works site” means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
 - 2) the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;
 - 3) physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.
- R) “Residential Construction” means projects consisting of single family homes and apartments up to and including four (4) stories.
- S) “Successor in interest” is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.

Instructions for Preparing RI Certified Weekly Payroll Forms

Certified Payroll Heading:

Employer name & address: Enter name, address, phone number and e-mail of General Contractor and Sub-contractor (if applicable).

Week Ending: Enter Week ending date.

Project: Enter the name and location of the Prevailing Wage project.

Wage Decision Number: Enter the applicable Wage Decision number. This number is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Date of Decision: Enter the date of the Wage Decision that applies to the project. This date is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Payroll Information by column:

1. Employee Name, Address & Phone Number: Enter the name, address & phone number of all employees working on the project.
2. Work Classification: Enter the specific work classification from the Davis Bacon Prevailing Wage Rate schedule that applies to the specific type of work each employee is performing on the project. If an employee performs more than one trade, each classification and corresponding hours worked and rates must be listed separately. For indentured apprentices, indicate the percentage they are being paid at in accordance with the rate scale of their specific apprenticeship agreement.
3. Date: List dates under corresponding day of week that work is performed.
4. Hours Worked: List hours worked for each day. All hours (both prevailing wage and non-prevailing wage) must be listed. Prevailing Wage standard hours must be listed under P.S., Prevailing Wage overtime hours must be listed under P.O., Regular hours (non- prevailing wage) must be listed under R.H. and Regular (non- prevailing wage) overtime hours must be listed under R.O.
5. Total Hours: List on each line total number of hours worked for entire week for each type (P.S., P.O., R.H., R.O.) of hours worked. For companies working multiple Prevailing Wage jobs in one week; Additional Prevailing Wage standard hours for all other prevailing wage projects may be listed as A.P.S.; Additional Prevailing Wage overtime hours for all other prevailing wage projects may be listed as A.P.O.; Additional Prevailing Wage standard hours & overtime hours for all other projects may be merged and listed under A.P.S. or A.P.O. *Note: The RI Weekly Certified Payroll form is available in Microsoft Excel for download. This form will allow you to add two rows under P.S. & P.O. and label those two rows as A.P.S. & A.P.O.
6. Hourly Pay Rate: List amount of pay per hour paid to each worker. This is the hourly rate actually paid in each individual's paycheck.
7. Hourly Fringe Rate: List the hourly fringe benefit credit the employer is taking for each employee. *Note: The type of bona fide fringe benefits must be specifically listed on the RI Statement of Compliance form.
8. Gross Wages: The gross amount of wages paid to each employee must be listed.
9. Deductions: List deductions in applicable areas. *Note: Any amounts indicated in the "other" column must be specifically listed.
10. Net Wages: The net amount of wages paid to each employee must be listed.



**RI Department of Labor and Training - Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section**

1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____

Address: _____ Address: _____

City/Town: _____ State: _____ Zip: _____ City/Town: _____ State: _____ Zip: _____

Phone #: _____ Email: _____ Phone #: _____ Email: _____

Project/ _____ Wage _____ Decision _____

For Week Ending: _____ Location: _____ Decision #: _____ Date: _____

| Name, Address and Phone Number of Employee | Work Classification Apprentice % | Date: | S | M | T | W | T | F | S | Total Hrs | Hourly Rate | Hourly Fringe Benefit | Gross | Deductions | | | | | RI TDI | *Other | Net | | | |
|--|-------------------------------------|-------|-----------------------|---|---|---|---|---|---|-----------|-------------|-----------------------|-------|------------|--|-----------------|-----------|---------|--------|--------|-----|-------|--|--|
| | | | Hours Worked Each Day | | | | | | | | | | | Withhel | | Social Security | Medi-care | Federal | | | | State | | |
| | | | | | | | | | | | | | | | | | | | | | | | | |
| | | P.S. | | | | | | | | | | | | | | | | | | | | | | |
| | | P.O. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.H. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.O. | | | | | | | | | | | | | | | | | | | | | | |
| | | P.S. | | | | | | | | | | | | | | | | | | | | | | |
| | | P.O. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.H. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.O. | | | | | | | | | | | | | | | | | | | | | | |
| | | P.S. | | | | | | | | | | | | | | | | | | | | | | |
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| | | R.H. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.O. | | | | | | | | | | | | | | | | | | | | | | |
| | | P.S. | | | | | | | | | | | | | | | | | | | | | | |
| | | P.O. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.H. | | | | | | | | | | | | | | | | | | | | | | |
| | | R.O. | | | | | | | | | | | | | | | | | | | | | | |

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours

***Note:** Deductions reported in the "other" column must be listed.

DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

DLT-WRS-1(Rev. F€14D

STATEMENT OF COMPLIANCE

I, _____ do hereby state:

(print name and title of signatory party)

(1) That I pay or supervise the payment of the persons employed by: _____
(contractor or subcontractor)

on the _____; that during the payroll period commencing on the _____ of _____
(project) *(day)*
_____, 20_____, and ending on the _____ of _____, 20_____,
(month) *(year)* *(day)* *(month)* *(year)*

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(contractor or subcontractor)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 28-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed.

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: **(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law. Please specify the type of benefits provided:

- | | |
|-------------------------------------|------------------------------------|
| 1.) Medical or hospital care: _____ | 4.) Disability: _____ |
| 2.) Pension or Retirement: _____ | 5.) Vacation, sick, holiday: _____ |
| 3.) Life Insurance: _____ | 6.) Other (please specify): _____ |

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records.

| | | |
|---|-------------------------------|-------------|
| | | |
| SIGNATURE OF OWNER OR OFFICER OF CORPORATION | PRINT NAME & TITLE | DATE |
| <p>My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating on the prevailing wage project, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages and/or fringe benefits for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.</p> | | |



Technical Specifications

TEMPORARY EROSION AND SEDIMENTATION CONTROL

SCOPE OF WORK

1. This work consists of performing all labor and furnishing all equipment and materials necessary to protect areas adjacent to work from erosion and sedimentation.
2. Control measures shall be maintained throughout construction only be removed after the completion of the construction.

PRODUCTS

1. Silt Fence: Shall be in accordance with Section 206 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Baled Hay: Shall be in accordance with Section 206 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
3. Silt Sacks: Shall be by ACF Environmental, or approved equal.
4. Dust Control:
 - A. Water: Potable
 - B. Calcium Chloride: ASTM D98, Type 1 or Type 2.
 - C. Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or threshed straw of wheat, rye, oats, or barley.

EXECUTION

1. General
 - A. Minimize environmental damage during construction. Prevent exposure of fuel, oil, lubricants, other fluids, and construction debris.
 - B. Construct erosion controls in accordance with the manufacturer's recommendations, the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction Standards, and the Rhode Island Soil Erosion and Sediment Control Handbook.
 - C. Implement and maintain the erosion and sediment control included in this specification. Inform parties engaged on the construction site of the requirements.
 - D. Install erosion and sediment control measures prior to clearing, demolition or construction.
 - E. Inspect site weekly and prior to any anticipated rain event. Ensure that erosion controls are properly maintained and functioning.

- F. Supply a 24-hour contact name and number for response to erosion and sedimentation issues.
 - G. Install additional control measures, if deemed necessary by the Town or State.
 - H. Remove and properly dispose of sediment from control structures in accordance with local, State, and Federal regulations.
 - I. Control dust or wind erosion to prevent a hazard to traffic on adjacent roadways. Dust control includes, but is not limited to, sprinkling of water, uniform application of mulch and/or crushed stone on exposed soils and haul roads.
2. Control System
- A. Silt Fence and Baled Hay: Install silt fence or baled hay as needed to prevent erosion and sedimentation offsite, in environmentally sensitive areas (i.e. wetlands), and in stormwater runoff.
 - B. Silt Sacks: Install silt sacks in all catch basins within the limit of work or subject to stormwater runoff from the area of work.
 - C. Dust Control: Apply water, calcium chloride, mulch, and/or crushed stone uniformly over the surface when dust becomes a nuisance or when directed by the Owner. Provide shut-off valve in convenient location on water truck, to allow for regulating water flow such that discharged water does not cause excessive ponding or erosive runoff.
3. Maintenance
- A. Inspect control system immediately after each rainfall and daily during prolonged rainfall. Make repairs immediately.
 - B. Remove and properly dispose of accumulated sediments in accordance with applicable regulations when sediment reaches approximately one-half the height of the control system, or when directed by the Owner.
 - C. Replace control system promptly if fabric or baled hay decomposes or system becomes ineffective prior to the expected usable life.
 - D. Maintain or replace system until no longer necessary for the intended purpose.
 - E. Contractor shall be responsible to fix and/or replace all damaged erosion control systems damaged by storm events promptly as needed or to the satisfaction of the Owner.
4. Removal
- A. Remove and dispose control system after construction is complete and all areas are stabilized, or as directed by the Owner.
5. Clean up
- A. Clean all structures (catch basins, manholes, etc.) that received sedimentation and/or debris as a result of construction.

TRAFFIC CONTROL

SCOPE OF WORK:

1. This work consists of operations necessary to maintain vehicular and pedestrian traffic flow on public and private roads and access ways.
2. Traffic control includes, but is not limited to, traffic barrels, traffic cones, plastic pipe barricades, signs, temporary bridging of trenches, relocating and maintaining traffic control items, and flaggers.

SUBMITTALS:

1. Traffic Control Plan (Plan) submitted for review and approval at least seven days prior to construction. The plan shall detail the traffic control setups, locations, detours, signage, and flaggers. Each traffic control setup shall conform with the minimum standards provided in Part 6 of the current edition of the Manual on Uniform Traffic Control Devices (MUTCD). Emergency access must be maintained at all times. Access to private residences must be maintained at all times.
2. Notice
 - A. Notice to Police, Fire, and Rescue: The Contractor shall notify the Lincoln Police, Fire, and Rescue Departments of road closures and alterations to roadway operations no less than three days prior to enacting such closures and alterations. The notice must include:
 - i. Date(s) when closures and/or modification will be in effect.
 - ii. Description of closure area, operation change, and/or parking restriction.
 - iii. Alternative route(s) to access residences/businesses.
 - iv. Alternative parking areas if any property's vehicular access is to be blocked.
 - v. Construction foreman name and field telephone number.
 - B. Notice to Residents: The Contractor shall notify all affected residences and businesses, in writing, of road closures and alterations to roadway operations no less than five days prior to enacting such closures and alterations.
 - C. The Contractor shall notify Police, Fire, Rescue, and residents of any changes to the plan.

DEFINITIONS:

1. Flaggers: Shall be trained and certified in safe traffic control practices and public contact techniques. At minimum, flaggers shall be able to:
 - A. Receive and communicate specific instructions clearly, firmly, and courteously;
 - B. Move and maneuver quickly in order to avoid danger from errant vehicles;

- C. Control signaling devices (such as paddles and flags) in order to provide clear and positive guidance to drivers approaching work area in frequently changing situations;
 - D. Understand and apply safe traffic control practices, sometimes in stressful or emergency situations; and
 - E. Recognize dangerous traffic situations and warn workers in sufficient time to avoid injury.
2. Standard Specifications: The current edition of the State of Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction, and as supplemented.

PRODUCTS:

- 1. Traffic Drums in accordance with Section 923.02 of the Standard Specifications and the MUTCD Section 6F.62.
- 2. Traffic Cones in accordance with Section 923.02 of the Standard Specifications and the MUTCD Section 6F.63.
- 3. Signage in accordance with Section 922 of the Standard Specifications and the MUTCD Section 2B.58.

EXECUTION

1. GENERAL

- A. Work shall be conducted under the general direction of the Director of Public Works and is subject to inspection by his appointed inspectors to insure compliance with the specifications and that quality workmanship is performed.
- B. The Contractor shall notify the Lincoln Police, Fire, and Rescue Departments, and local residences affected by construction, as specified herein.
- C. Do not commence with Traffic Control operations until approval from the Owner is provided.
- D. Provide certified flaggers as required for proper control of traffic, including but not limited to when traffic is sufficiently congested, when public safety is endangered, when two-way traffic is restricted to one travel lane, when construction workers need protection, and when directed by the Owner or authorities having jurisdiction.
- E. The Contractor is responsible for providing and scheduling flaggers.
- F. Traffic control may not be conducted by uncertified flaggers.
- G. Do not barricade streets without prior approval of local authorities.
- H. Keep closings as brief a period as possible. Emergency vehicle access must be maintained at all times.

2. TRAFFIC CONTROL DEVICES

- A. Furnish, erect, maintain, move and dismantle barricades, signs, and traffic control items as necessary, to protect the Work, to provide for public safety, as directed by the Owner, and in accordance with the requirements of Section 937.03 of the Standard Specifications.
- B. Furnish, erect, maintain, move and dismantle temporary trench bridging for vehicular and pedestrian traffic across trenches. Prevent slippery surface conditions resulting from construction operations.
- C. Place traffic drums in accordance with Section 923.03 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- D. Provide traffic cones to adequately control traffic and in accordance with Section 923.03 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction
- E. Place PVC plastic pipe barricades Section 923.03 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- F. Place temporary construction signs Section 922.03 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

3. FLAGGERS

- A. Flaggers shall be aware of local authorities and State policies regarding the services of traffic men for construction projects including requirements for canceling scheduled traffic men.
- B. Provide services of traffic men during construction when traffic is sufficiently congested, public safety is endangered, when two-way traffic is restricted to one travel lane, and when directed by the Owner or authorities having jurisdiction.

SAWCUT PAVEMENT

SCOPE OF WORK:

1. This work consists of performing all labor and furnishing all equipment and materials necessary to cut existing pavement.

PREPARATION/INSTALLATION

1. Review sawcut lines with the Owner prior to cutting.
2. The surface of a roadway to be sawcut shall be sawcut in reasonably straight and parallel lines.
3. All sawcut lines shall be confirmed by the Owner prior to cutting.
4. The pavement shall be cut the full depth of surfacing and excavation shall only be between these lines.
5. Saw shall be a manually propelled, high speed water-cooled saw with diamond tipped blades capable of cutting to the full depth required in one pass.
6. Cut and match pavement in accordance with the Rhode Island Department of Transportation Transverse Pavement Cut and Match Detail (R.I. Standard 47.1.1).

BITUMINOUS RECLAMATION

SCOPE OF WORK:

1. This work consists of performing all labor and furnishing all equipment and materials necessary to reclaim existing pavement into a processed asphalt stabilized base (recycled) course. The existing pavement is to be mixed with a specified depth of the existing gravel base. This mixture of pavement and gravel is to be processed, reshaped, rolled, compacted and fine graded.

MATERIALS:

1. The processed asphalt stabilized base (recycled) course shall conform to Section 406.02 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Gravel Borrow shall conform with Column 1, Table 1 of Section M.01.09 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

PREPARATION/INSTALLATION

1. Work shall be conducted under the general direction of the Director of Public Works and is subject to inspection by his appointed inspectors to insure compliance with the specifications and that quality workmanship is performed.
2. Work shall be in accordance with Section 406.03 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
 - A. The depth of pulverization shall be 8-inches.
3. Surplus processed asphalt stabilized base (recycled) course shall be transported to the Town's material storage facility located off of Hood Drive.
4. Pavement to be reclaimed will not necessarily be all in the same area and will require relocating equipment to various job sites.

BITUMINOUS PAVEMENT MILLING

SCOPE OF WORK:

1. This work consists of performing all labor and furnishing all equipment and materials necessary to mill existing pavement to the depth specified by the Owner.

PREPARATION/INSTALLATION

1. Work shall be conducted under the general direction of the Director of Public Works and is subject to inspection by his appointed inspectors to insure compliance with the specifications and that quality workmanship is performed.
2. Utilize milling machine to produce milled material. Remove and dispose of milled material.
3. Use automatic grade controls to establish the line and grade of the milling machine.
4. Perform milling operations in a manner that minimizes dust and other particulate matter.
5. Mill existing pavement to a depth of 1.5 inches.
6. Ensure that the milled area is free from gouges, continuous grooves, ridges, and delaminated areas and has a uniform texture consisting of discontinuous longitudinal striations. Ensure that the striations do not deviate more than one inch in 200 feet from a line parallel to the center of the road and do not exceed 3/8 inch in depth. Check at least every 25 feet to ensure that the depth of milling is within 1/4 inch of the indicated depth.
7. Mill pavement to the specified depth without damaging underlying pavement. Ensure the cutting depth is sufficient to remove ruts and corrugations and to scarify the remaining surface. Remove and replace underlying pavement if damaged.
8. Clean the milled area with a mechanical sweeper prior to opening the milled pavement to traffic. Reclean the milled area with a mechanical sweeper prior to applying tack coat and surface coat.
9. Pavement to be reclaimed will not necessarily be all in the same area and will require relocating equipment to various job sites.

BITUMINOUS PAVEMENT

SCOPE OF WORK:

1. This work consists of performing all labor and furnishing all equipment and materials necessary to apply bituminous concrete pavement as individual projects may require.

SUBMITTALS:

1. Material certificates for all mixes proposed for work.
2. Weight slips verifying the quantities and mixes of each material imported to the site.
3. Sieve analysis of gravel borrows according to ASTM D 6913.
4. Laboratory compaction curve of gravel borrow according to ASTM D 1557.

PROJECT CONDITIONS

1. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp or if the following conditions are not met:
 - A. Tack Coats: Minimum surface temperature of 60 deg F.
 - B. Bituminous Pavement Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - C. Bituminous Pavement Surface or Sidewalk Course: Minimum surface temperature of 60 deg F at time of placement.

MATERIALS:

1. Bituminous Pavement Surface Course shall conform with Section 400 and Section M.03 for Bituminous Surface Course Class I-1 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Bituminous Pavement Base Course shall conform with Section 400 and Section M.03 for Bituminous Base Course of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
3. Bituminous Sidewalk shall conform with Section 400 and Section M.03 for Bituminous Surface Course Class I-2 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
4. Asphalt Emulsion Tack Coat shall conform with Section 403 and M.03 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

5. Gravel borrow shall conform with Column 1 of Table 1 in Section M.01.09 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

EXECUTION

1. GENERAL

- A. Work shall be conducted under the general direction of the Director of Public Works and is subject to inspection by his appointed inspectors to insure compliance with the specifications and that quality workmanship is performed.
- B. All work shall comply with Section 400 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- C. Remove and dispose unsuitable base, if directed by the Owner and replace with gravel borrow.
 - i. Gravel borrow, if directed by the Owner, shall be placed in layers not over 6 inches in depth and compacted to 95% of the maximum dry unit weight in accordance with ASTM D 1557.
- D. Pavement to be reclaimed will not necessarily be all in the same area and will require relocating equipment to various job sites.

2. SURFACE PREPARATION

- A. The Contractor shall clean all roads prior to paving. Cleaning roads shall include sweeping and cleaning of gutters, and removing grass and debris.
- B. Surfaces must be dry prior to receiving pavement.
- C. Apply tack coat uniformly to vertical surfaces abutting or projecting into new, bituminous concrete paving at a rate of 0.05 to 0.15 gal./sq. yd and in accordance with Section 403.03 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
 - i. Allow tack coat to cure undisturbed before applying bituminous concrete paving.
 - ii. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3. BITUMINOUS PAVEMENT PLACING

- A. Bituminous pavement shall be applied and compacted in accordance with Section 400 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
- B. Bituminous Base Course shall be placed and compacted to a thickness of 2.5 inches, as directed by the Town of Lincoln.

- C. Bituminous Surface Course Class I-1 shall be placed and compacted to a thickness of 1.5-inches, or as directed by the Town of Lincoln.
 - D. Bituminous Surface Course Class I-2 used for sidewalks shall be placed and compacted in two 1.5-inch courses to a final thickness of 3-inches.
6. Adjust utility gate boxes, manhole frame and covers, and catch basins frame and grates to grade in accordance with Adjust Structures to Grade specification.
 7. All weight delivery slips shall be turned over to the Town of Lincoln representative at the job site and will be retained by the Town of Lincoln.
 8. Unwarranted variations in thickness for the purpose of increasing tonnage placed will not be considered accepted workmanship.

ADJUST STRUCTURES TO GRADE

SCOPE OF WORK:

This work consists of performing all labor and furnishing all equipment and materials necessary to adjust utility gate boxes, manhole frame and covers, and catch basins frame and grates to grade.

EXECUTION

1. Work shall be conducted under the general direction of the Director of Public Works and is subject to inspection by his appointed inspectors to insure compliance with the specifications and that quality workmanship is performed.
2. Protect gate boxes, frames, covers, and grates from damage or movement, and any alteration that would not allow the utility owner to access the valve during construction.
3. Coordinate the adjustment of utility gates with the utility owner and owner's requirements.
4. Provide material, labor and equipment required to adjust and re-set top of utility gate boxes to new finish grade by adjusting screw-type box up or down, as necessary, within its existing adjusting limits.
 - A. Mark locations of all gate boxes along the side of the paved roadway.
 - B. Conduct reclamation as specified in the Bituminous Reclamation Specification.
 - C. Compact, rough grade, and fine grade roadway.
 - D. Furnish and install bituminous base course as specified in the Bituminous Pavement Specification
 - E. Sawcut and remove pavement around valve boxes.
 - F. Remove and dispose of foreign material within each box, and material that prevents access and closure of the valve from the surface. Ensure gate boxes are straight and stable in elevation. Test valves with utility owner representative present, to ensure all valves are operable.
 - G. Adjust valve box to be flush with finish grade of bituminous surface course and so that the final riding surface will be smooth and free of bumps. Valve box covers will not be accepted if they do not meet the finish grade evenly. Re-adjust valve boxes not meeting these requirements at no additional cost, to the satisfaction of the Owner.
 - H. Backfill sawcut area with a minimum of four-inches of Class X Concrete which conforms with Section 601 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction. Finish grade of the concrete shall be ½" below the finish grade of the bituminous base course.
 - I. Steel plates shall be used to cover open areas until the areas are safe for pedestrians and vehicles.

5. Provide material, labor and equipment required to adjust catch basin frame and grates and manhole frame and covers to new finish grade as follows:
 - A. Mark locations of all structures along the side of the paved roadway.
 - B. Conduct reclamation as specified in the Bituminous Reclamation Specification.
 - C. Compact, rough grade, and fine grade roadway.
 - D. Furnish and install bituminous base course as specified in the Bituminous Pavement Specification
 - E. Sawcut and remove pavement around structures. Temporarily stockpile frame and cover or grate.
 - F. Raise structure to finish grade of bituminous surface course, minus height of existing and new frames and grates or covers, with brick and mortar.
 - G. Reset frame and cover or grate to the finish grade of the bituminous surface course.
 - H. Backfill sawcut area with a minimum of four-inches of Class X Concrete which conforms with Section 601 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction. Finish grade of the concrete shall be ½” below the finish grade of the bituminous base course.
 - I. Steel plates shall be used to cover open areas until the areas are safe for pedestrians and vehicles.

CURB AND BERM

SCOPE OF WORK:

This work consists of performing all labor and furnishing all equipment and materials necessary to install curbing as individual projects may require.

SUBMITTALS:

1. Material certification for each source of curb.
2. Material certification for each source of bituminous berm.

MATERIALS:

1. Granite curbing shall be in accordance with Section 906 and Section M.09.01 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction as well as Town of Lincoln Detail 26.3.
2. Bituminous berm shall be shall be in accordance with Section 906.02.4 and Section M.03 for Class I-1 Bituminous Surface Course of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
3. Bituminous concrete lip curb shall be shall be in accordance with Section 906.02.3 and Section M.09.04 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

PREPARATION/INSTALLATION

1. Install granite curb in accordance with Section 906.03.1 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Granite curb shall be installed with concrete curb lock along front and back of curb and in accordance with Town of Lincoln Detail 26.3.
3. Driveway entrances shall be constructed with granite 2 foot radius corner when adjacent to granite curbing.
4. Install bituminous concrete lip curb in accordance with Section 906.02.3 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
5. Install bituminous berm in accordance with Section 906.03.4 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

CONCRETE SIDEWALKS

SCOPE OF WORK:

This work shall consist of portland cement concrete sidewalks, constructed on a gravel borrow base, in accordance with these specifications and in reasonable close conformity with the lines and grades established on site.

SUBMITTALS:

1. Material certificates for all mixes proposed for work.
2. Sieve analysis of gravel borrow according to ASTM D 6913.
3. Laboratory compaction curve of gravel borrow according to ASTM D 1557.

MATERIALS:

1. Concrete for sidewalks shall be Class XX Concrete and conform with Section 905 Sidewalks and Driveways and Section M.02 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
 - A. Concrete Mixing, Delivery, and Discharge: Shall conform to Subsections 601.03.3 through 601.03.6 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
 - B. Curing Compound: Shall conform to ASTM C 309, Type I, Class B and on the Rhode Island Department of Transportation's approved materials list.
2. Gravel borrow shall conform with Column 1 of Table 1 in Section M.01.09 of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
3. Forms shall be of wood or metal and shall extend for the full depth of the concrete. All forms shall be straight, free from warp and of sufficient strength to resist the pressure of the concrete without springing. Bracing and taking of forms shall be such that the forms remain in both horizontal and vertical alignment until their removal.
 - A. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less. Do not use notched and/or bent forms
 - B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.
4. Joint Fillers: Shall conform to Subsection M.02.09; Concrete Pavement Joints and Subsection M.02.10; Joint Materials for Concrete Pavement of the current edition of the

Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

EXECUTION

1. PREPARATION

- A. Excavation shall be made to the required depth and to a width that will permit the installation and bracing of the forms.
- B. Compact existing subbase to 95% of the maximum dry unit weight in accordance with ASTM D 1557.
 - i. If directed by the Owner, excavate and remove existing base material and furnish and install gravel borrow. Compact gravel borrow, in lifts not exceeding six inches, to 95% of the maximum dry unit weight in accordance with ASTM D 1557.
- C. Remove loose material from compacted subbase surface immediately before placing concrete.
- D. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
 - i. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.
- E. The foundation shall be thoroughly moistened immediately prior to the placing of the concrete. The proportioning, mixing, and placing of the concrete shall be in accordance with the requirements for the class of concrete specified per the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

2. JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.
 - i. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.
 - i. Butt Joints: Use epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
 - i. Extend joint fillers full width and depth of joint.
 - ii. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
 - iii. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
 - iv. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
 - v. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, to match jointing of existing adjacent decorative concrete paving:
 - i. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate grooving-tool marks on concrete surfaces.

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

3. CONCRETE PLACEMENT

- A. Before placing concrete, inspect and complete formwork installation and items to be embedded or cast-in.
- B. Remove snow, ice, or frost from subbase surface before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- F. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
 - i. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies or side

forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating joint devices.

- G. Screed paving surface with a straightedge and strike off.
 - H. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
 - I. Cold-Weather Placement: Shall conform to Subsection 601.03.5; Cold Weather Concrete of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
 - J. Hot-Weather Placement: Shall conform to Subsection 601.03.6; Hot Weather Concrete of the current edition of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
4. Concrete shall have a medium-to-coarse textured broom finish.
 5. Provide a coarse finish by striating float finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
 6. Expansion joints shall be filled with a ¼ inch premolded expansion joint filler. The sidewalk shall be divided into sections by dummy joints formed by a jointing tool or other acceptable means as directed. These dummy joints shall extend into the concrete for at least 1/3 of the depth and shall be approximately 1/8 inch wide.
 7. Construction joints shall be formed around all appurtenances such as manholes, utility poles, gas gates, etc., extending into and through the sidewalk. Premolded expansion joint filler ¼ inch thick shall be installed in these joints. Expansion joint filler as specified shall be installed between any fixed structure such as building or retaining walls. This expansion joint material shall extend for the full depth of the sidewalk.
 8. Curing. Concrete shall be cured for at least 72 hours. Curing shall be by means of moist burlap mats or by other approved methods. During the curing period, all traffic, both pedestrian and vehicular, shall be excluded. Vehicular traffic shall be excluded for such additional time as the Engineer may direct.
 9. Cutting and matching sidewalks. Where a newly constructed sidewalk abuts an existing sidewalk, the existing sidewalk shall be cut with a concrete saw only.

SHOULDER STABILIZATION

SCOPE OF WORK

This work consists of performing all labor and furnishing all equipment and materials necessary to restore all shoulders disturbed during construction as individual projects may require.

SUBMITTALS

1. Test results showing organic content and pH of loam.
2. Material certificate of seed mix.

MATERIALS:

1. Loam shall conform with Section M.18.01 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Seed shall be as follows:

| <u>Name</u> | <u>Proportions by Volume</u> |
|--------------------|------------------------------|
| Red Fescue | 34 |
| Kentucky Bluegrass | 33 |
| Perennial Ryegrass | 33 |

PREPARATION/INSTALLATION

1. Loam shall be placed in accordance Section L.01.03.1 of the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.
2. Compact loam to 85% of the maximum dry unit weight according to ASTM D1557.
3. Apply seed at rate of 250 lbs per acre. Do not apply seed when wind velocity exceeds 5 mph.
4. Lightly rake seed into the top 1/8 inch of loam, roll lightly, and water.
5. Do not use wet or moldy seed.
6. Apply lime and fertilizer as needed to establish vegetative cover.
7. Maintain seeded areas immediately after area is seeded and continue until satisfactory lawn is established.
8. Maintain and establish lawn by watering, fertilizer, weeding, mowing, reseeded, etc.

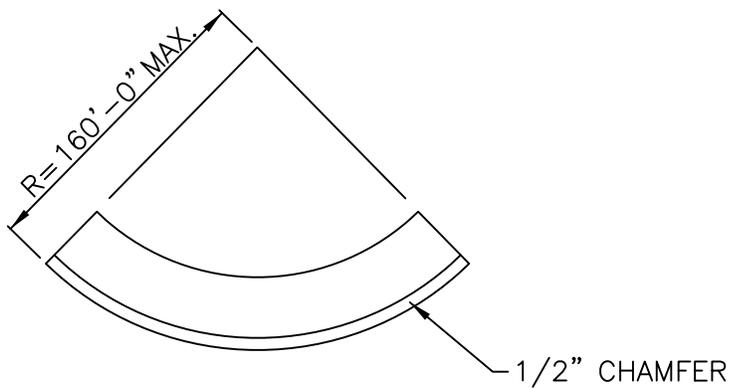
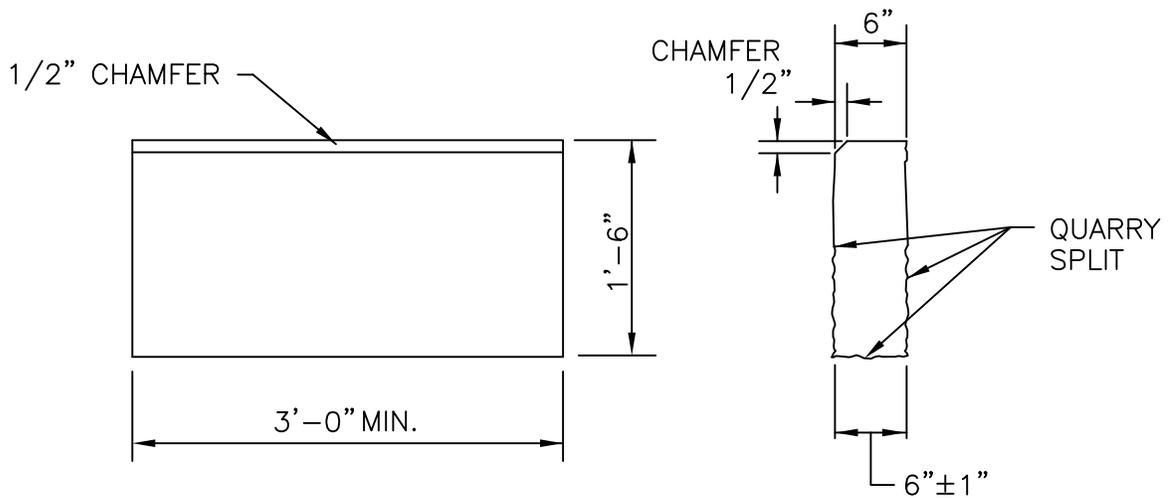
9. Roll, regrade, and reseed bare areas.
10. Water seeded areas to keep lawn uniformly moist to a depth of 4 inches. Water lawn at a minimum rate of 1 inch per week.
11. Lawn will be determined to be satisfactory when healthy, uniform, close strands of grass is established, free of weeds and surface irregularities, with coverage exceeded 85% over any 10 square foot area and bare spots do not exceed 4 inches by 4 inches.



Site Plans



Details



CIRCULAR CURB

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.
3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR PIECES TO BE 3'-0".
4. CIRCULAR CURB IS REQUIRED ON CURVES WITH RADII OF 160'-0" OR LESS. STRAIGHT CURB TO BE USED ON CURVES OF MORE THAN 160'-0" RADIUS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

| REVISIONS | | |
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| 1 | MLP | Mar 2005 |
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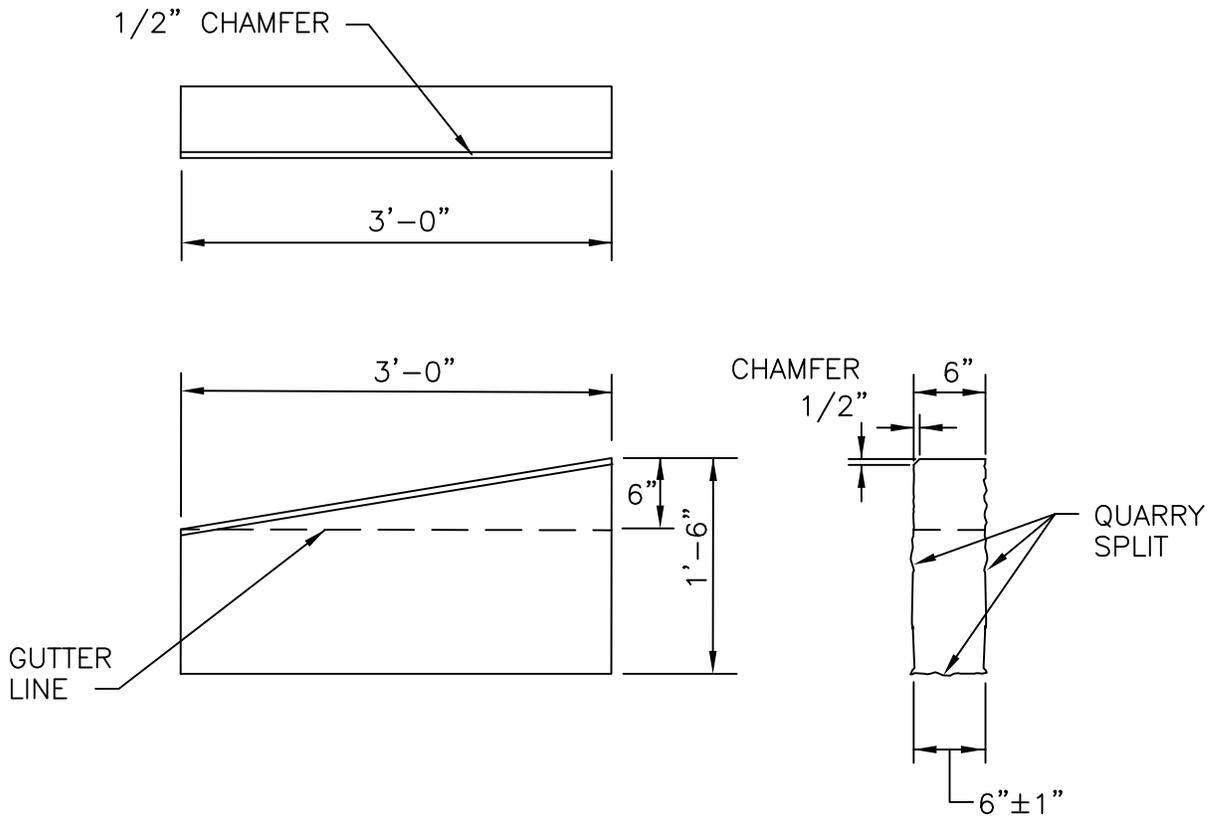
GRANITE CURB

James H. Casabelli
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parkes Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

3'-0" GRANITE TRANSITION CURB

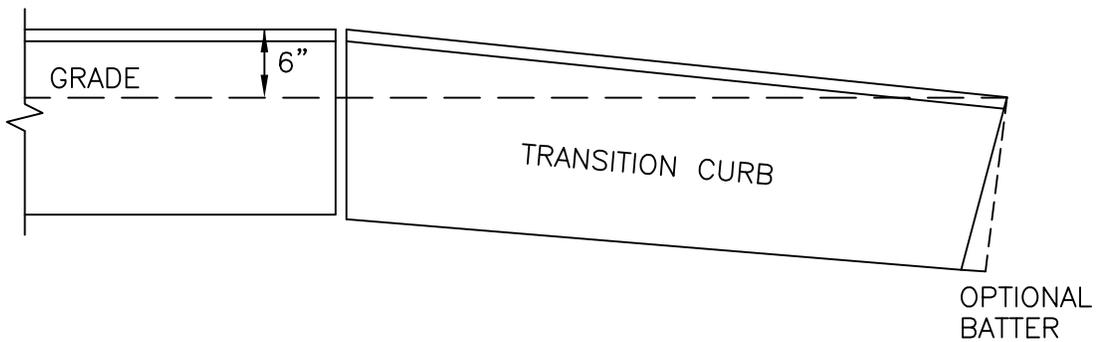
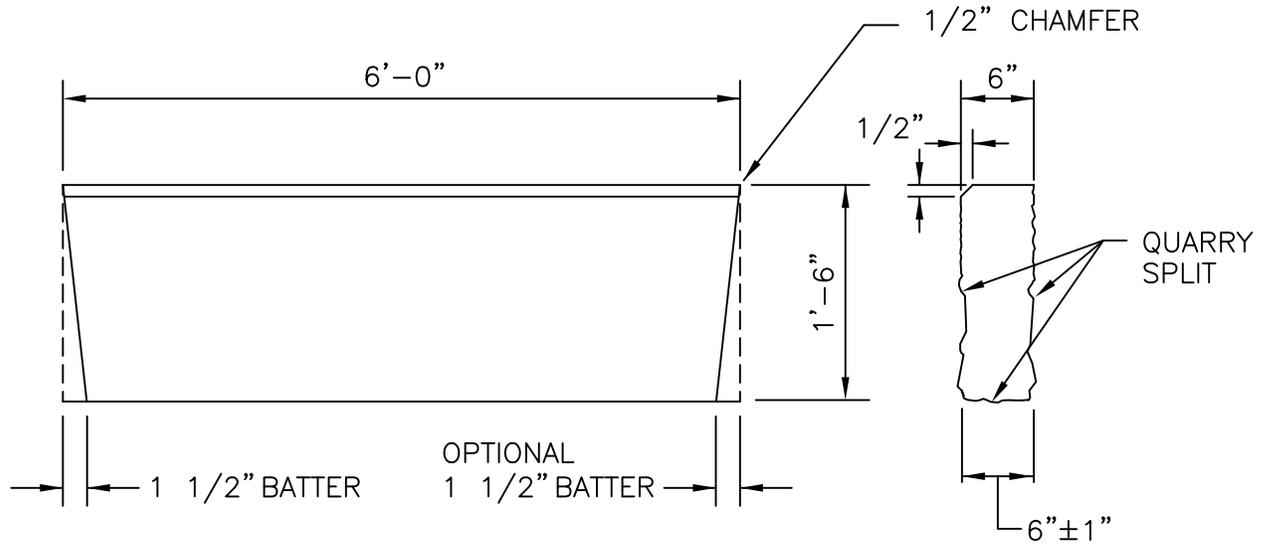


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| 3 | MLP | Sep 2012 |
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James A. Casaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
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NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. THE CONTRACTOR MAY CUT EXISTING CURB SECTIONS AS REQUIRED TO MEET THIS DETAIL AND THE R.I. STANDARD SPECIFICATIONS, WHERE OLD CURBING IS BEING REUSED.
3. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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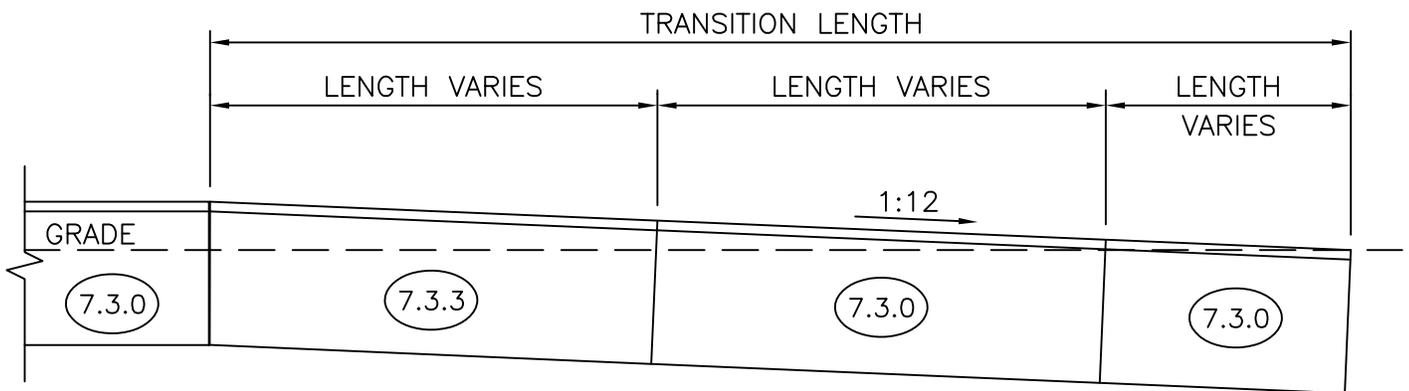
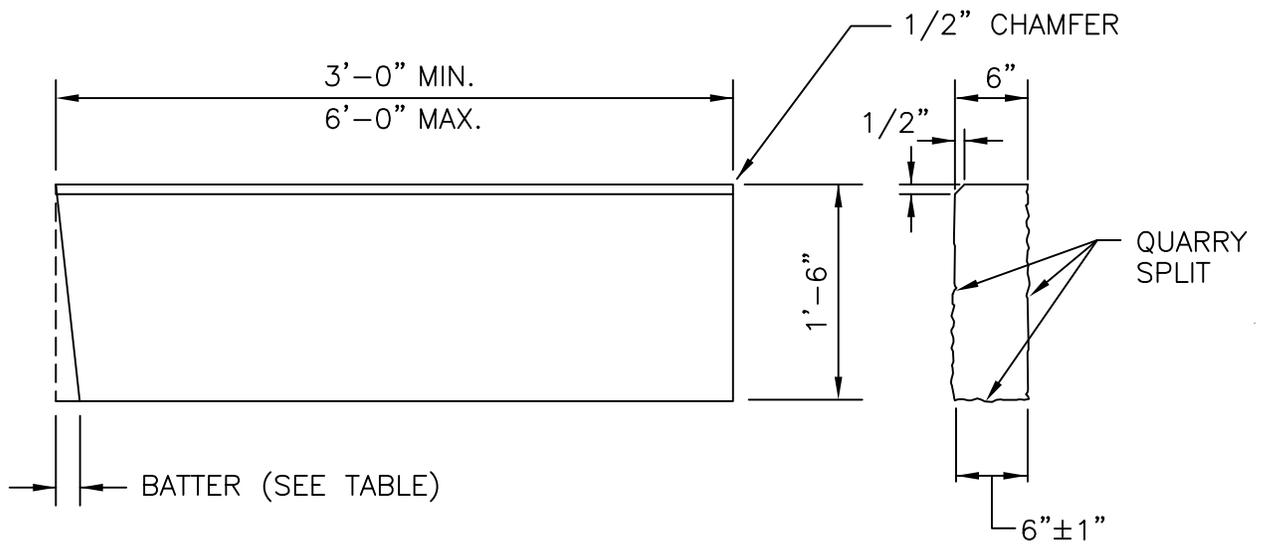
6'-0" GRANITE TRANSITION CURB

James A. Casaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





| TRANSITION LENGTH (FT.) | BATTER (IN.) |
|-------------------------|--------------|
| 6.0 | 1.5 |
| 7.0 | 1.3 |
| 8.0 | 1.2 |
| 9.5 | 1.0 |
| 11.5 | 0.8 |
| 15.0 | 0.6 |
| 18.0 | 0.5 |

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. THE CONTRACTOR MAY CUT EXISTING CURB SECTIONS AS REQUIRED TO MEET THIS DETAIL AND THE R.I. STANDARD SPECIFICATIONS, WHERE OLD CURBING IS BEING REUSED.
3. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR CURB FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
4. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**GRANITE WHEELCHAIR RAMP
TRANSITION CURB**

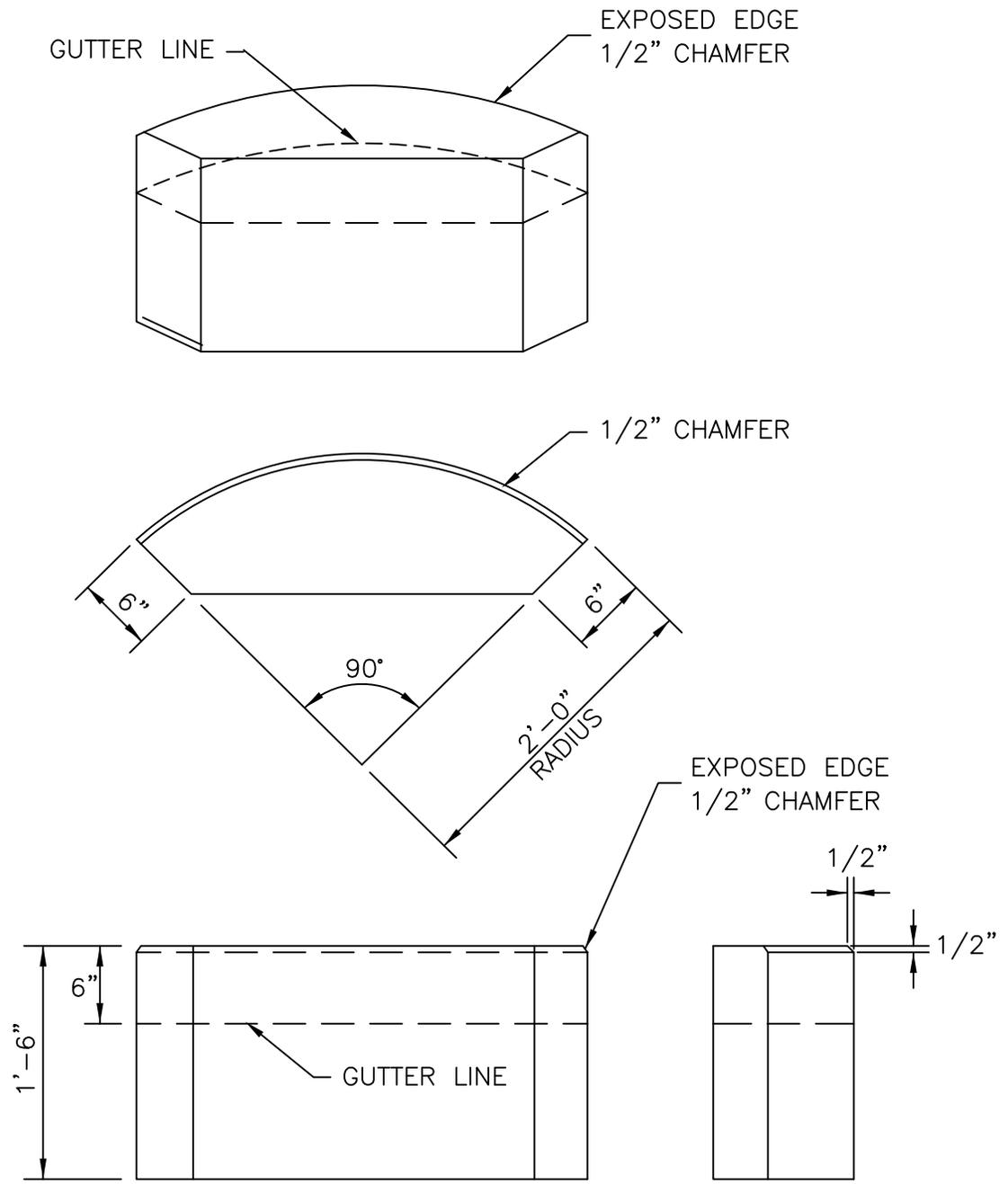
R.I.
STANDARD
7.3.3

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James A. Casabedi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE



NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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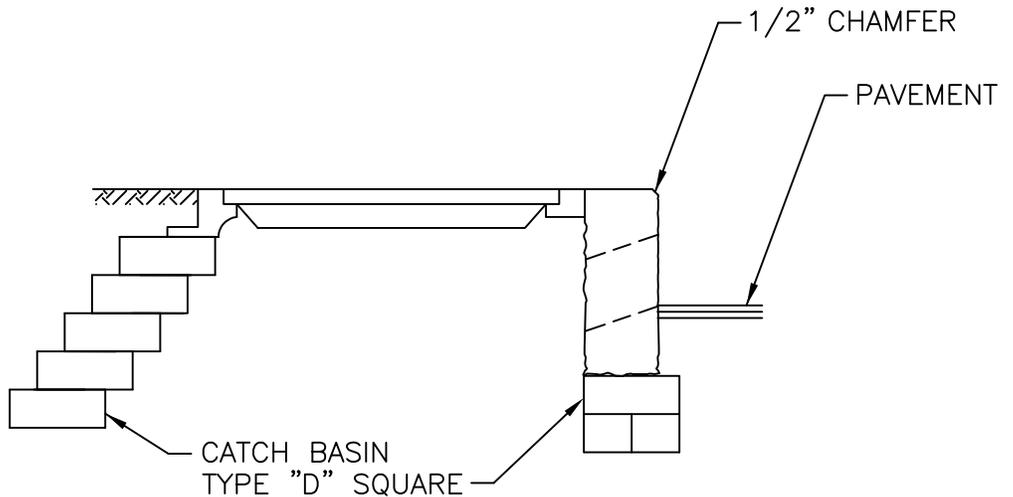
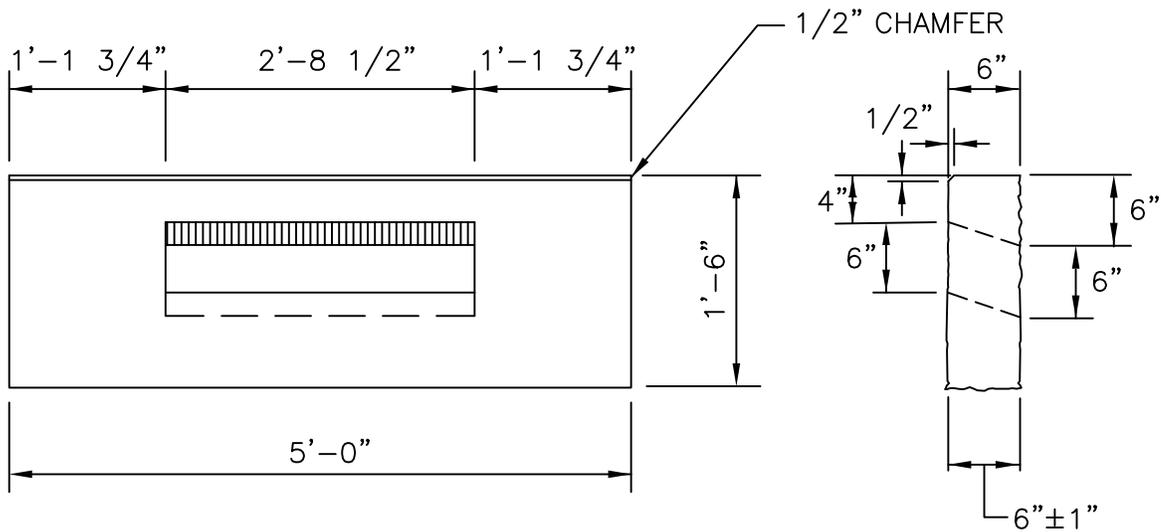
GRANITE 2'-0" RADIUS CORNER

James A. Capaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund T. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**GRANITE INLET STONE
(FOR SQUARE CATCH BASIN)**

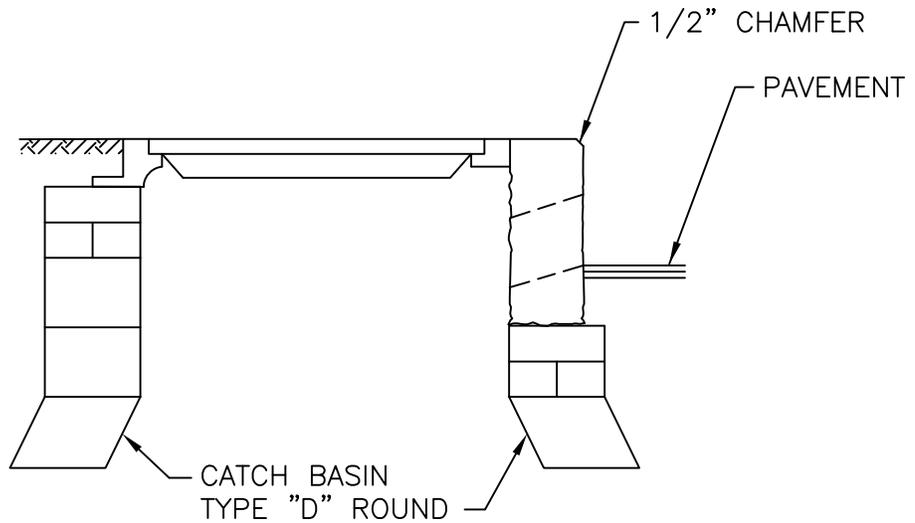
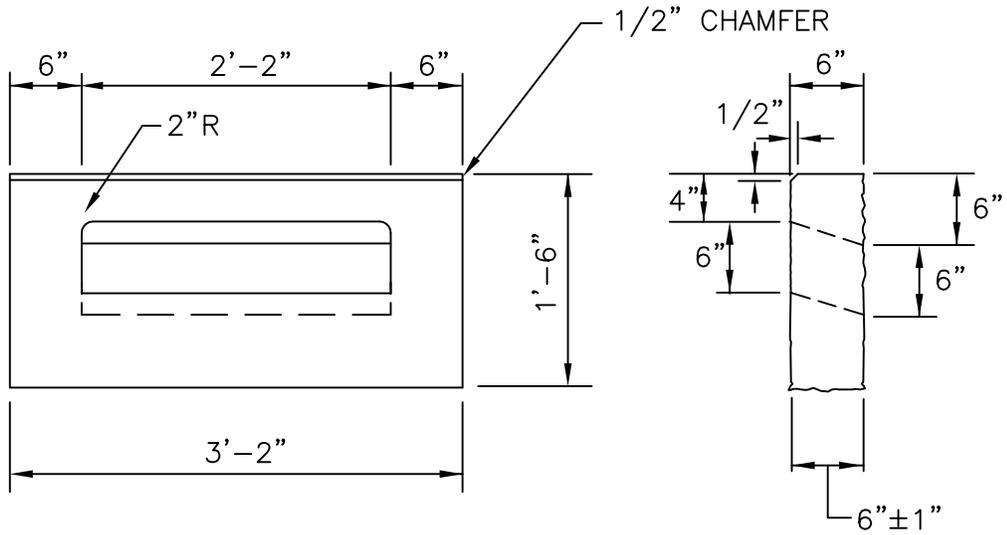


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James A. Casaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund Parker Jr
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE



NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

GRANITE INLET STONE
(FOR ROUND CATCH BASIN)

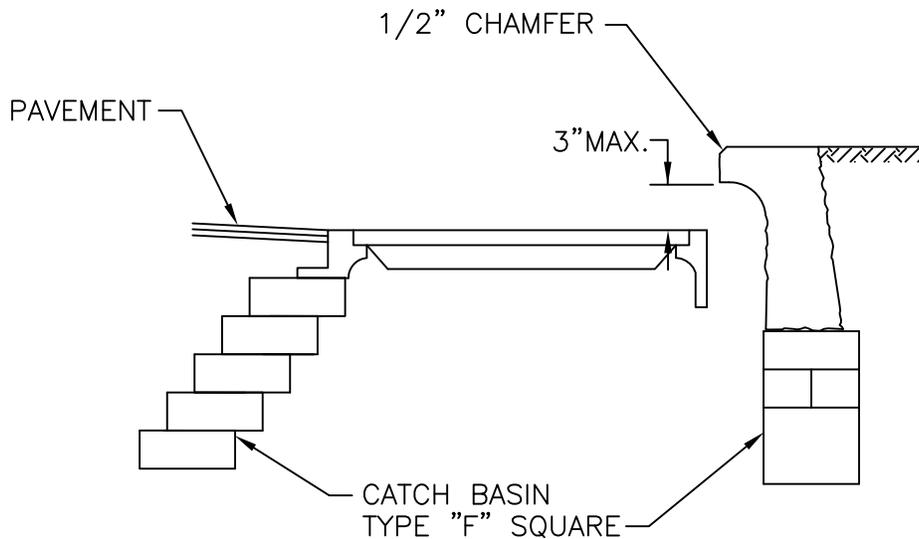
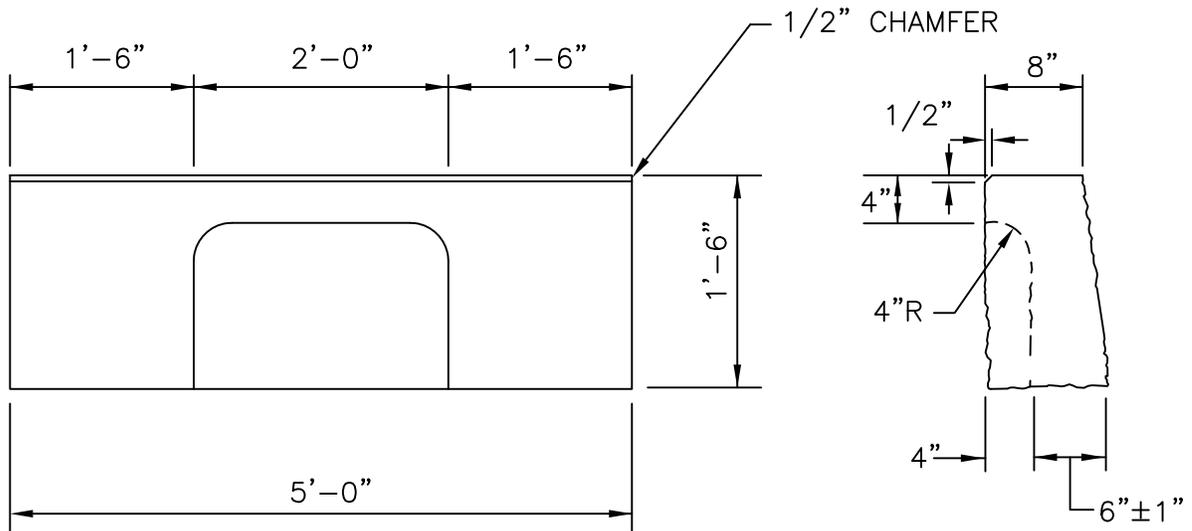
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| 2 | MLP | Sep 2012 |
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James A. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**GRANITE APRON STONE
(FOR SQUARE CATCH BASIN)**

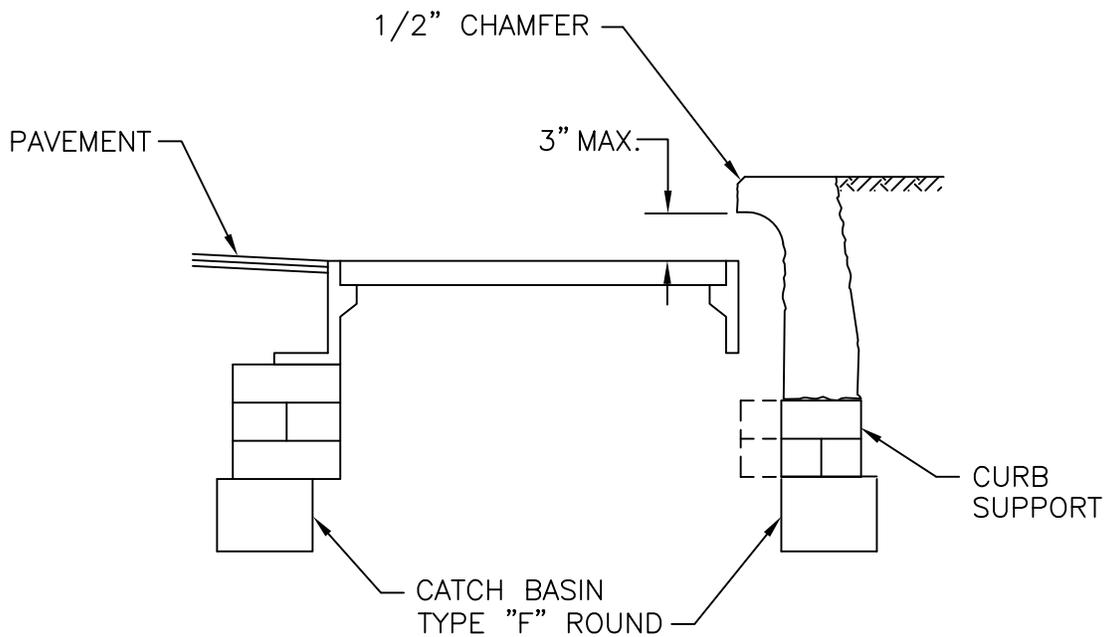
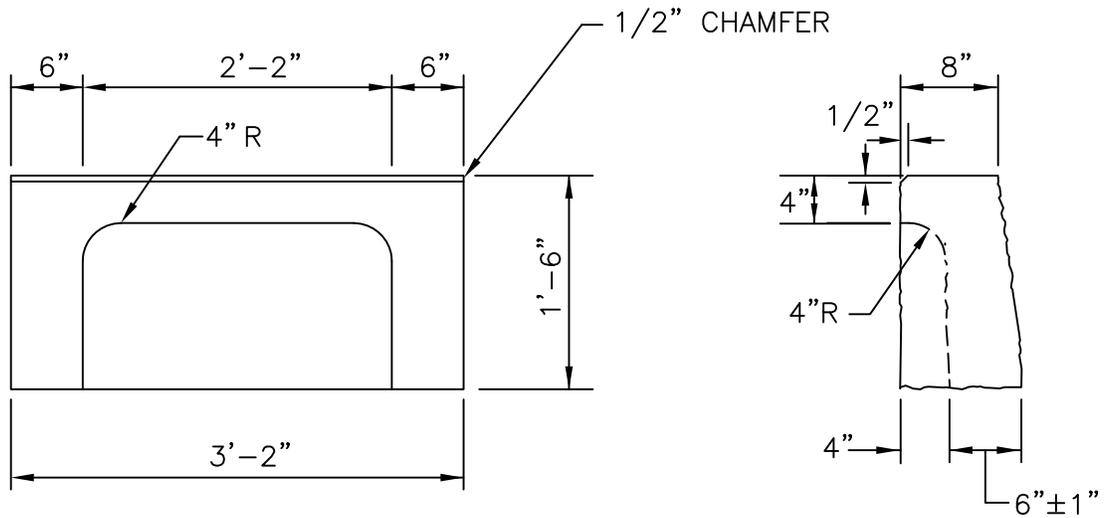
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| NO. | BY | DATE |
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James A. Casaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
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NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. TOP SURFACE TO BE DRESSED BY SAW. REMAINDER MAY BE QUARRY SPLIT.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**GRANITE APRON STONE
(FOR ROUND CATCH BASIN)**

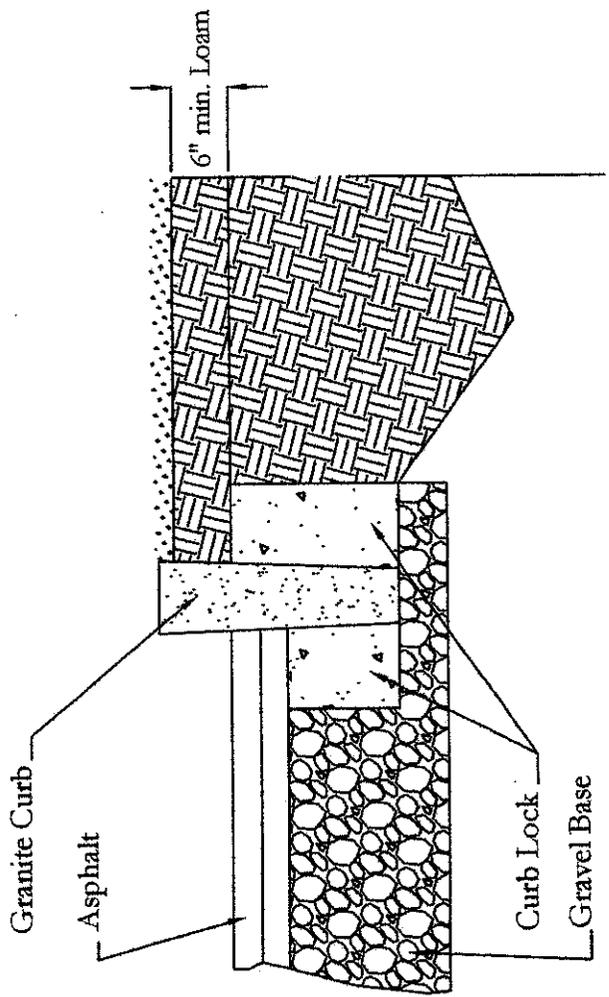
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| NO. | BY | DATE |
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| 2 | MLP | Sep 2012 |
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James H. Casabelli
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parkes Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
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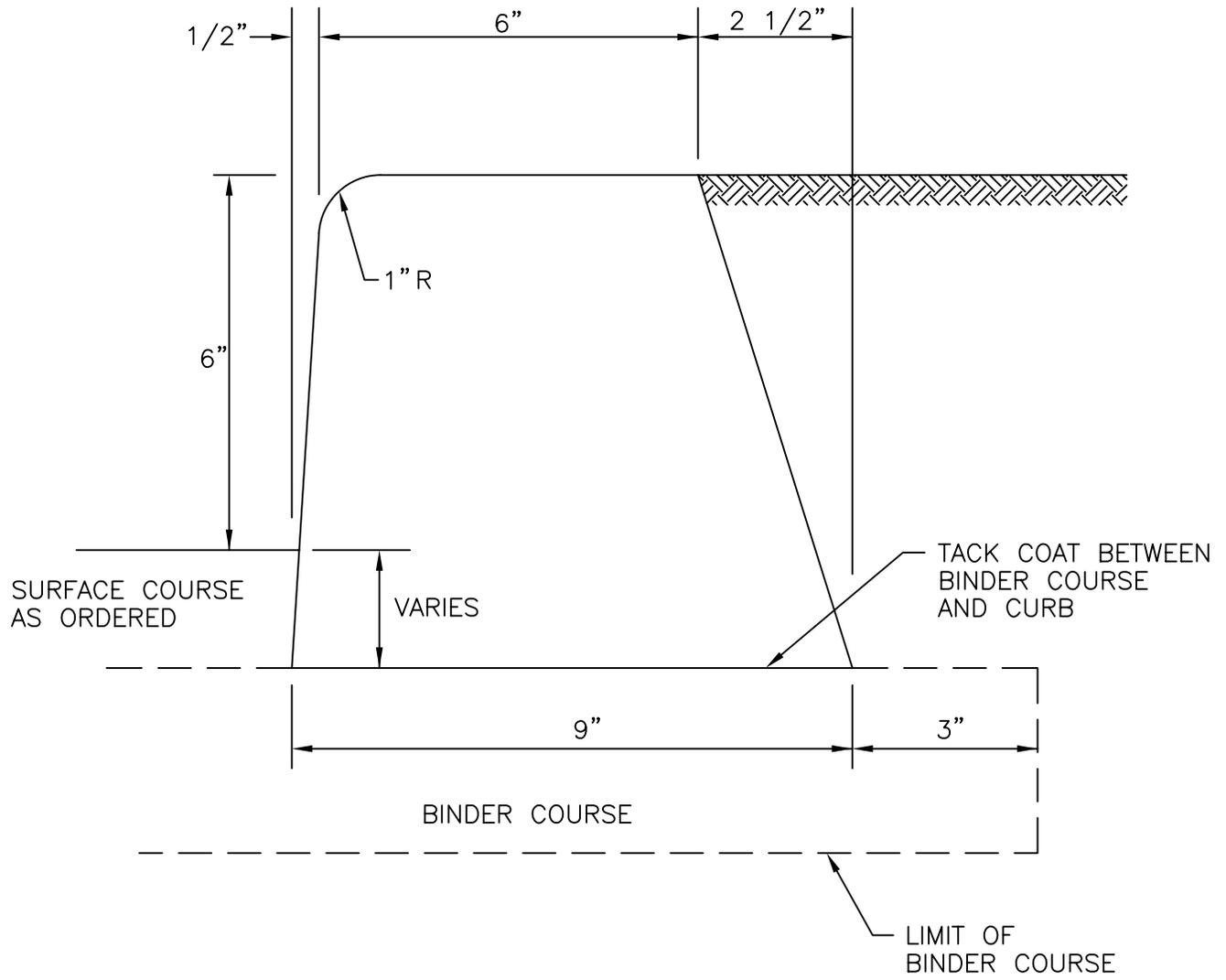


CURB LOCK DETAIL
N.T.S.

Notes:

1. Curb lock - Curb Lock is to be applied to the rear of new or reset curb where no concrete sidewalk backs curb. Poured concrete Curb Lock shall be applied on road side of all new or reset curb to a minimum depth of (6") six inches. Top of Curb Lock to be (4") four inches below final grade of asphalt.

| | | | |
|---|------------|----------|-------------|
| Town of Lincoln | | | Detail No.: |
| D.P.W. Engineering Division | Date: 1/05 | Revised: | 26.3 |
| Section 26. Article A. (5) Inspection of Improvements | | | |



NOTE:
SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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| NO. | BY | DATE |
| 1 | MLP | Mar 05 |
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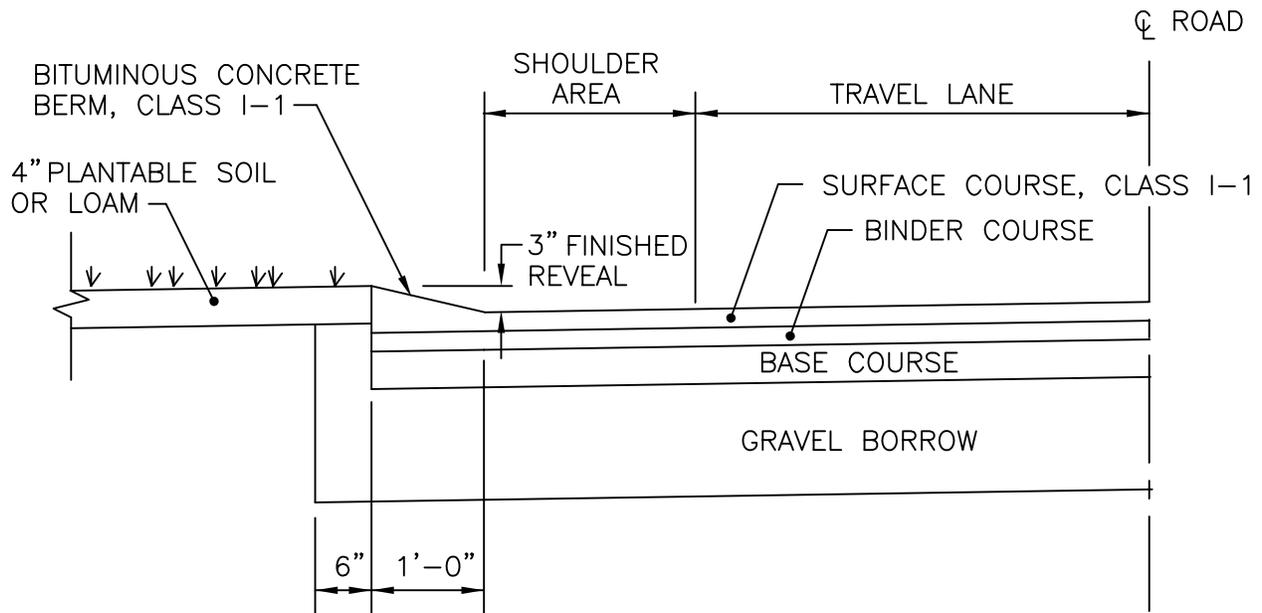
BITUMINOUS CONCRETE LIP CURB

James A. Casaldi
CHIEF ENGINEER
TRANSPORTATION

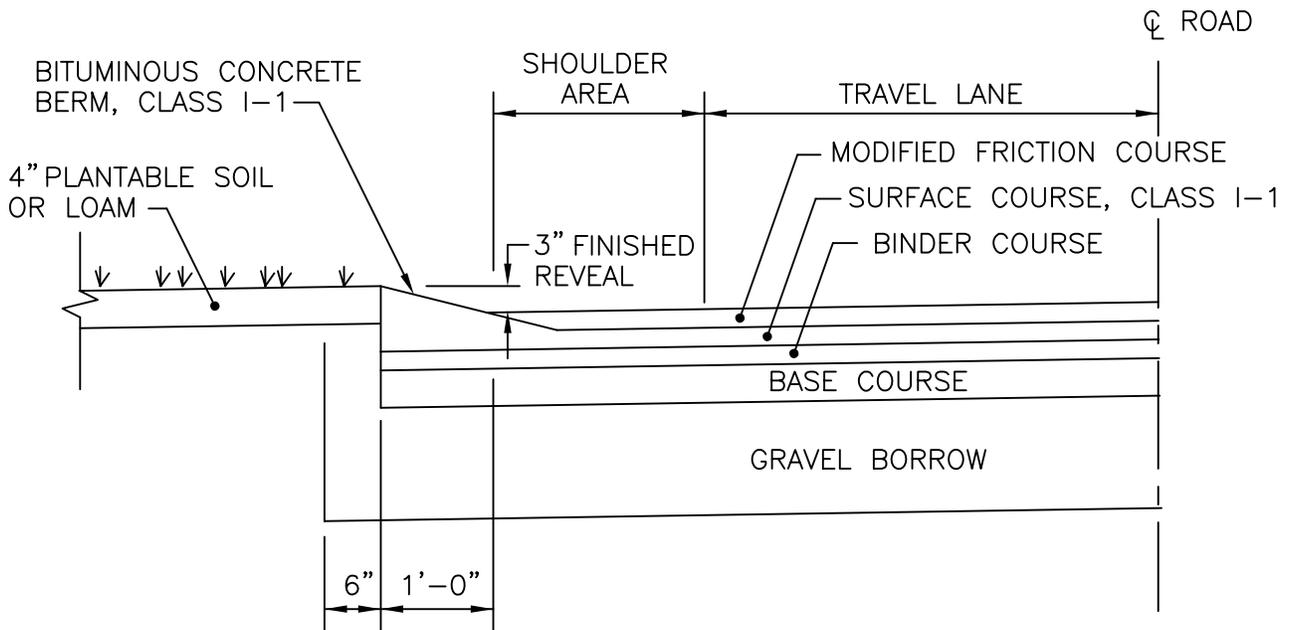
Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





CONSTRUCTION METHOD A



CONSTRUCTION METHOD B

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 906 OF THE R.I. STANDARD SPECIFICATIONS.
2. BITUMINOUS BERM CAN BE PLACED AT THE SAME TIME THAT THE SURFACE COURSE LAYER IS PLACED ON THE PROJECT ROADWAY, OR IT CAN BE INSTALLED IN A SEPARATE OPERATION.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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| NO. | BY | DATE |
| 1 | MLP | Mar 05 |
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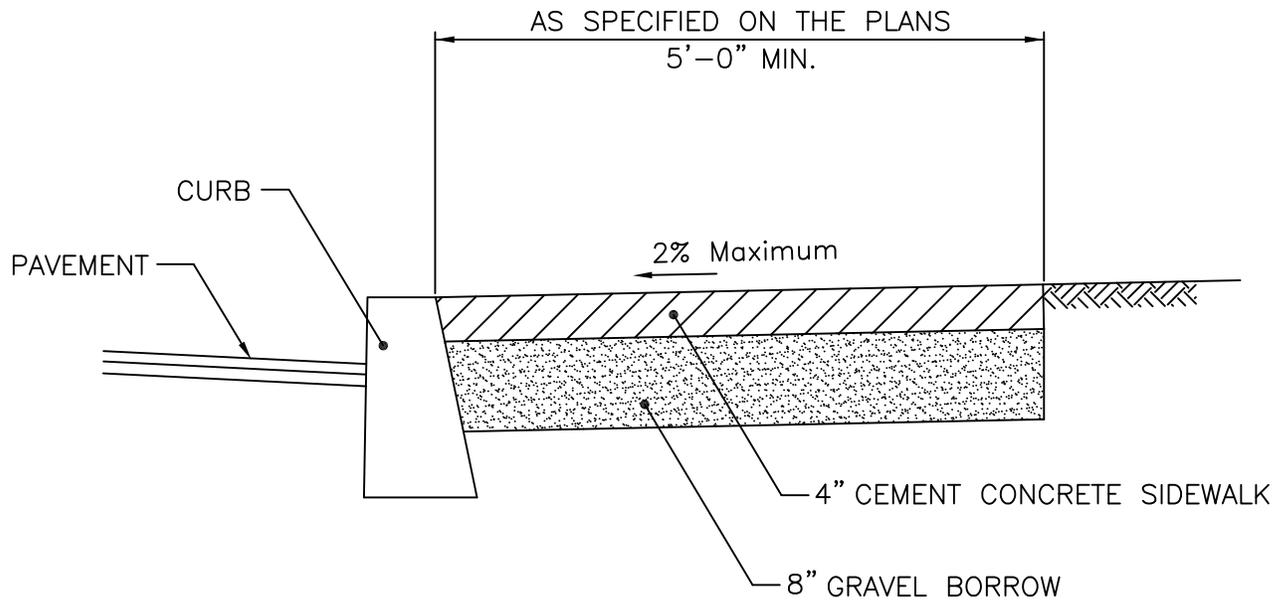
BITUMINOUS BERM

James N. Casaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Perkins Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
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NOTES

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. FOR CURB SETTING DETAIL REFERENCE STD. 7.6.0.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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| 1 | MLP | 3/1/05 |
| 2 | MLP | 06/01/10 |
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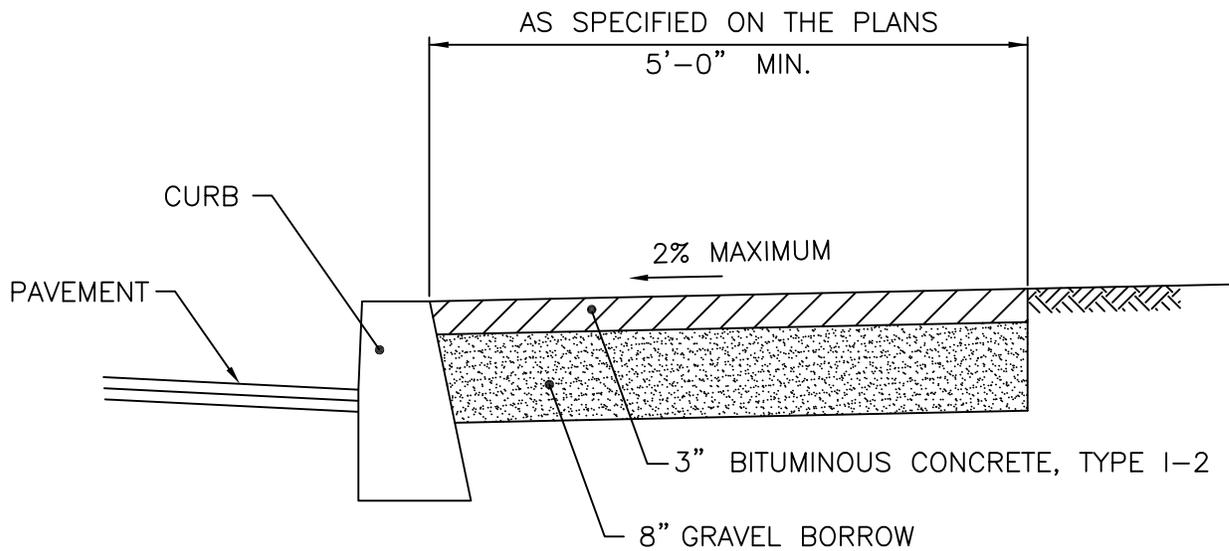
CEMENT CONCRETE SIDEWALK

James A. Casabadi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund J. Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE





NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. FOR CURB SETTING DETAIL REFERENCE STD. 7.6.0.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

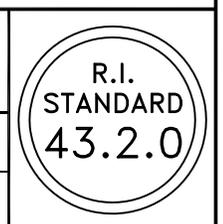
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| 2 | MLP | 06/01/10 |
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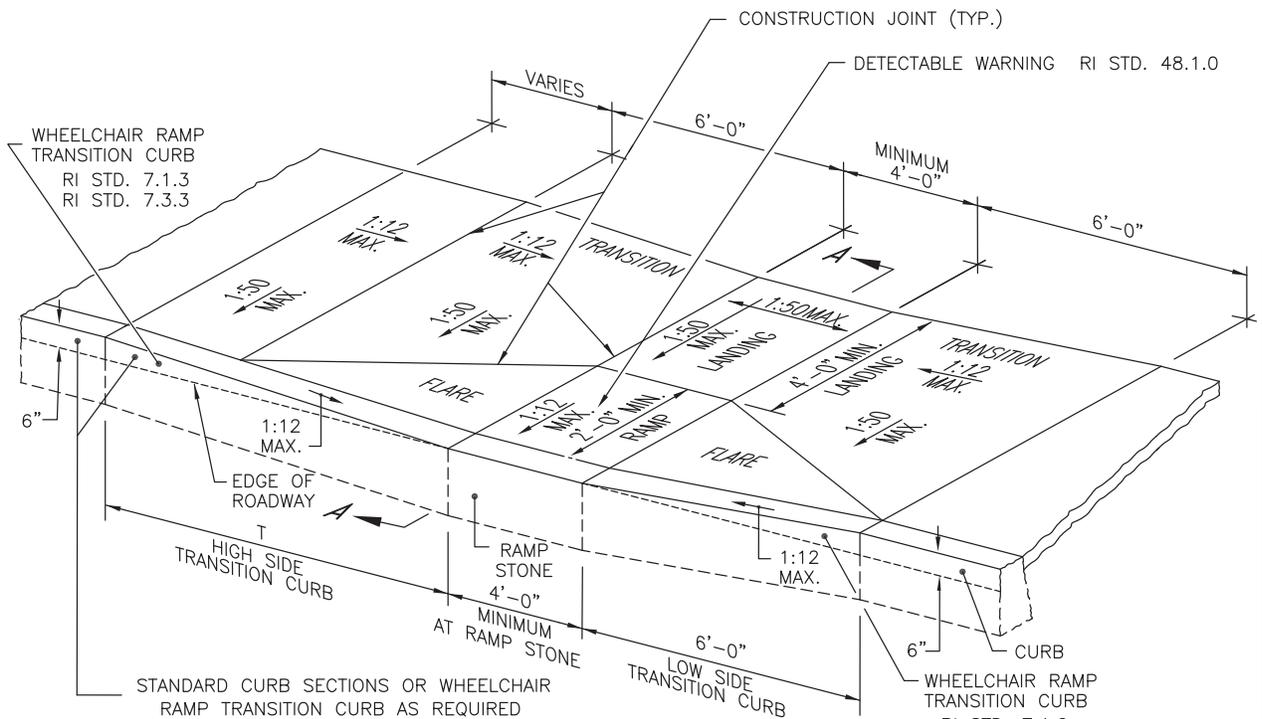
BITUMINOUS CONCRETE SIDEWALK


 CHIEF ENGINEER
TRANSPORTATION

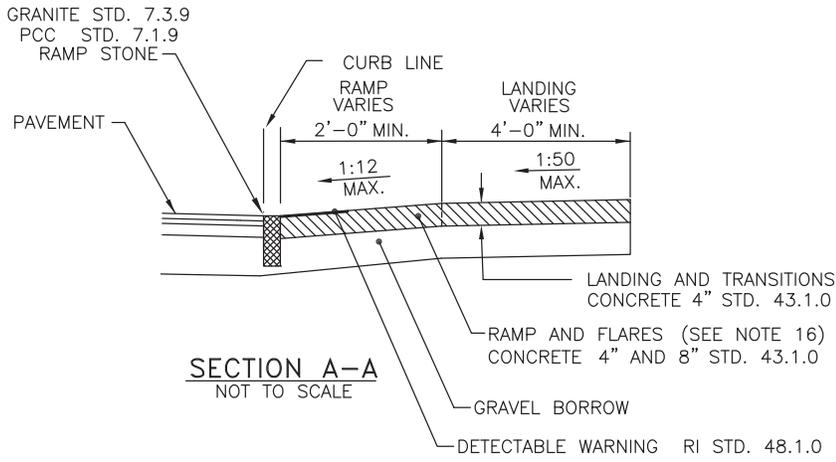

 CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
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ISOMETRIC VIEW
NOT TO SCALE



SECTION A-A
NOT TO SCALE

| ROADWAY PROFILE GRADE | T (FT.) |
|-----------------------|---------|
| 0.00 | 6.0 |
| 0.01 | 7.0 |
| 0.02 | 8.0 |
| 0.03 | 9.5 |
| 0.04 | 11.5 |
| 0.05 | 15.0 |

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE RI STANDARD SPECIFICATIONS.
2. WHEN ANY OBSTRUCTION LOCATED IN THE SIDEWALK FALLS WITHIN A CROSSWALK AREA, THE WHEELCHAIR RAMP SHALL BE PLACED SUCH THAT THE OBSTRUCTION FALLS OUTSIDE OF THE RAMP.
3. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP TO BE LOCATED OUTSIDE OF THE CROSSWALK, AND IT IS TO BE CENTERED WHENEVER POSSIBLE.
4. DRAINAGE FACILITIES ARE TO BE LOCATED UP-GRADE OF ALL WHEELCHAIR RAMPS.
5. LOCATION OF WHEELCHAIR RAMPS IS AS SHOWN ON CONTRACT DRAWINGS.
6. IN NO INSTANCE SHALL THE SIDEWALK CROSS SLOPE EXCEED 1:50 EXCEPT WITHIN THE RAMP AREA.
7. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.
8. THE WHEELCHAIR RAMP SLOPE AND SIDE SLOPES (TRANSITIONS), MUST NOT BE STEEPER THAN 1:12. HOWEVER, THESE SLOPES MAY BE FLATTER THAN 1:12 WHEN WARRANTED BY SURROUNDING CONDITIONS.
9. WHERE THE ROAD PROFILE EXCEEDS 5% THE HIGH SIDE TRANSITION LENGTH (T) SHALL BE EIGHTEEN FEET (18'-0").
10. IN NO CASE, WHERE A STOP LINE IS WARRANTED, SHALL A RAMP BE PLACED BEHIND THE STOP LINE.
11. THE ENTRANCE OF THE WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.
12. THE WHEELCHAIR RAMP SHALL BE CENTERED RADIALLY, OPPOSITE THE RADIUS POINT WHEN POSSIBLE.
13. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
14. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.
15. DETECTABLE WARNINGS TO BE PAID FOR UNDER SECTION 942 OF THE RI STANDARD SPECIFICATIONS
16. 8" CONCRETE DEPTH FOR RADIUS WHEELCHAIR RAMPS ONLY. USE 4" DEPTH FOR TANGENT (MID-BLOCK) LOCATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

WHEELCHAIR RAMP

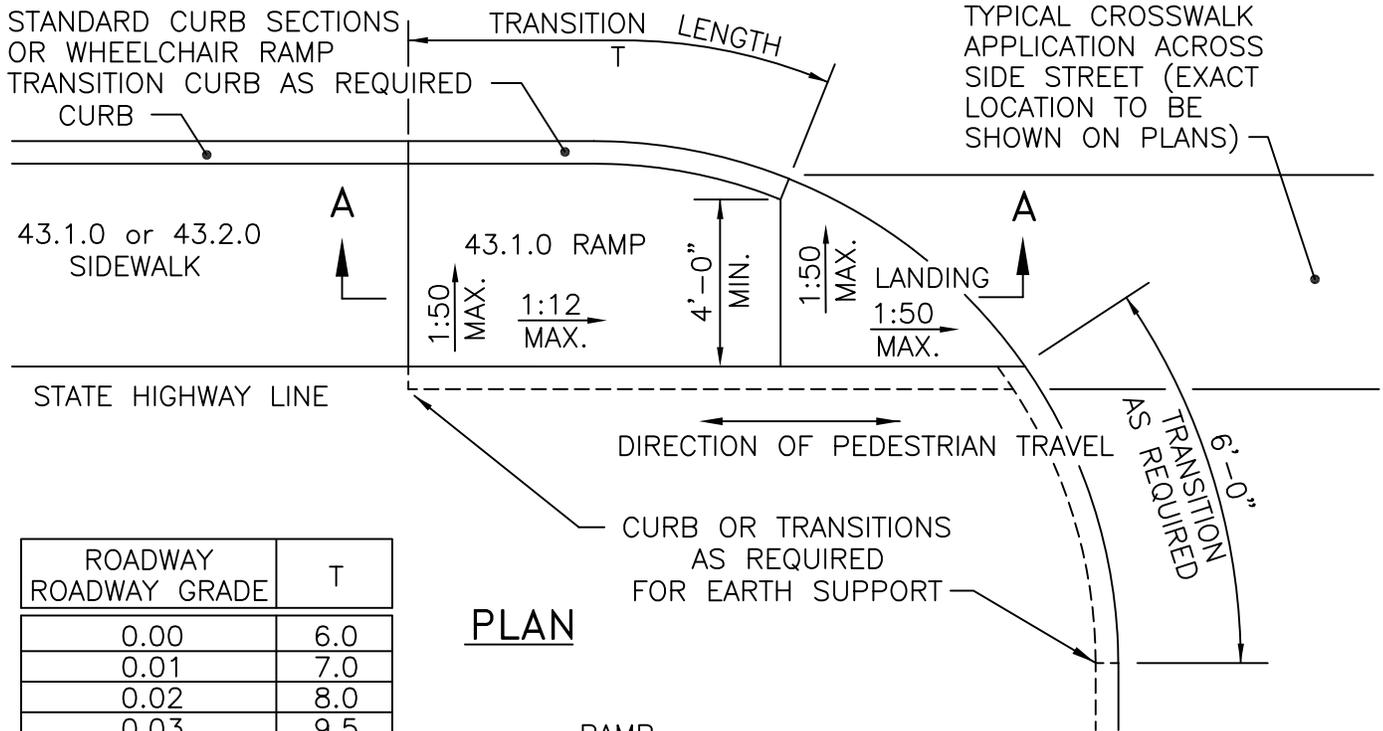
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James D. Gagliardi
CHIEF ENGINEER
TRANSPORTATION

Edward J. Parker
CHIEF DESIGN ENGINEER
TRANSPORTATION

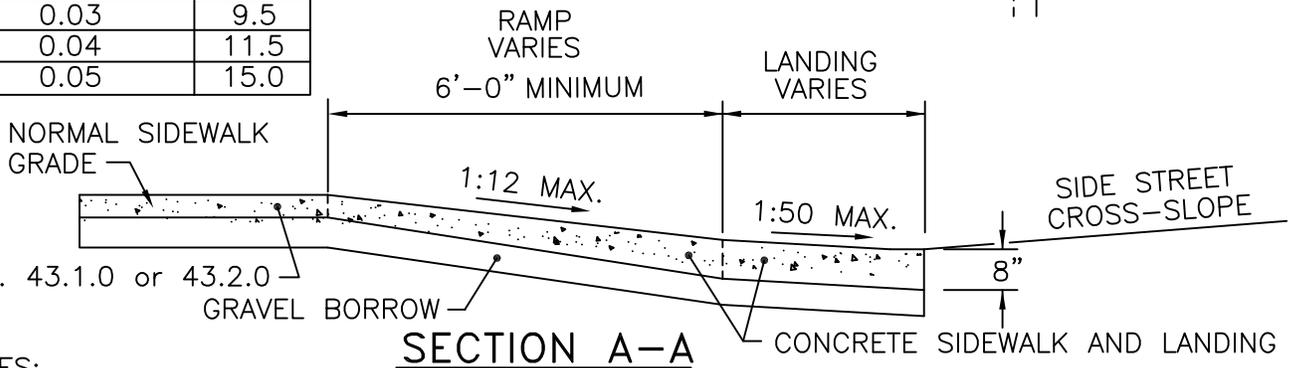
JUNE 15, 1998
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| ROADWAY ROADWAY GRADE | T |
|-----------------------|------|
| 0.00 | 6.0 |
| 0.01 | 7.0 |
| 0.02 | 8.0 |
| 0.03 | 9.5 |
| 0.04 | 11.5 |
| 0.05 | 15.0 |

PLAN



SECTION A-A

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 905 OF THE R.I. STANDARD SPECIFICATIONS.
2. THIS DETAIL IS TO BE USED ONLY WHEN STATE RIGHT-OF-WAY IS LIMITED TO BACK OF SIDEWALK, AND SIDEWALK IS NARROW WITH NO PEDESTRIAN TRAFFIC FROM SIDE STREET.
3. WHEN ANY OBSTRUCTION LOCATED IN THE SIDEWALK FALLS WITHIN A CROSSWALK AREA, IF POSSIBLE, THE OBSTRUCTION SHALL BE PLACED SUCH THAT IT FALLS OUTSIDE OF THE RAMP.
4. AT NO TIME IS ANY PART OF THE WHEELCHAIR RAMP TO BE LOCATED OUTSIDE OF THE CROSSWALK, AND IT IS TO BE CENTERED WHENEVER POSSIBLE.
5. DRAINAGE FACILITIES ARE TO BE LOCATED UP-GRADE OF ALL WHEELCHAIR RAMPS.
6. LOCATION OF WHEELCHAIR RAMPS IS AS SHOWN ON CONTRACT DRAWINGS.
7. ALL REQUIRED CUTTING OF CURB PIECES TO BE PAID FOR UNDER COST OF CURB.
8. WHERE THE ROAD PROFILE EXCEEDS 5% THE TRANSITION LENGTH (T) SHALL BE EIGHTEEN FEET (18'-0").
9. THE ENTRANCE OF THE WHEELCHAIR RAMP SHALL BE FLUSH WITH THE ROADWAY.
10. MINIMUM LENGTH OF STRAIGHT OR CIRCULAR FILLER PIECES TO BE 3'-0" (GREATER LENGTHS PREFERRED).
11. AN UNOBSTRUCTED PATH OF TRAVEL WITH A MINIMUM WIDTH OF 4'-0" SHALL BE MAINTAINED.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

WHEELCHAIR RAMP FOR LIMITED RIGHT-OF-WAY AREAS

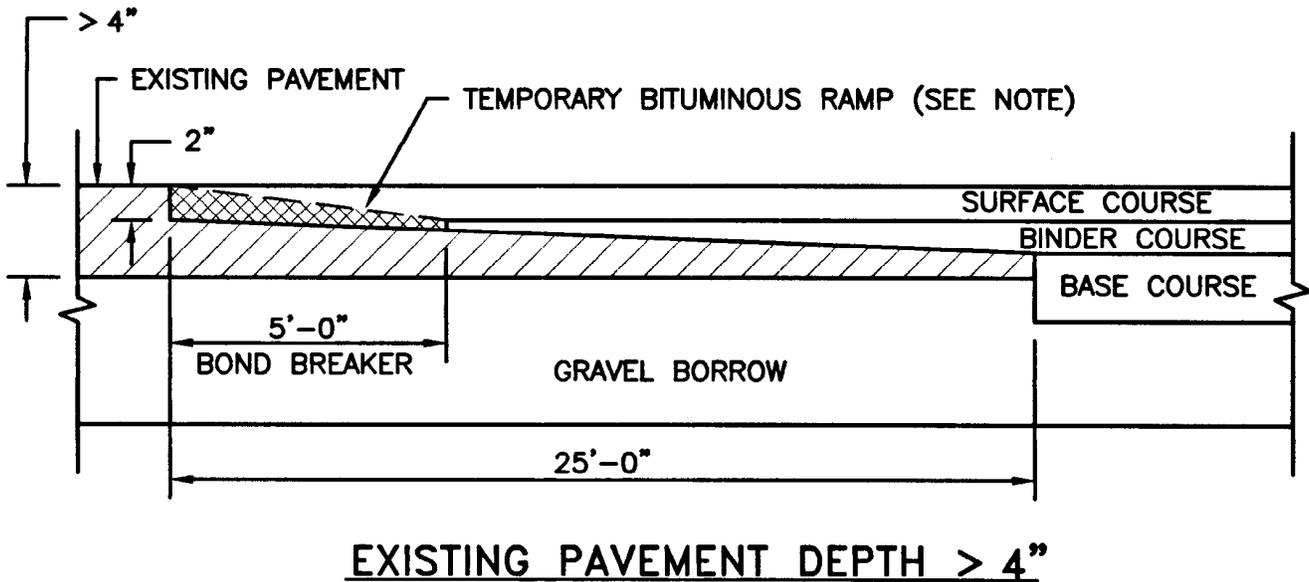
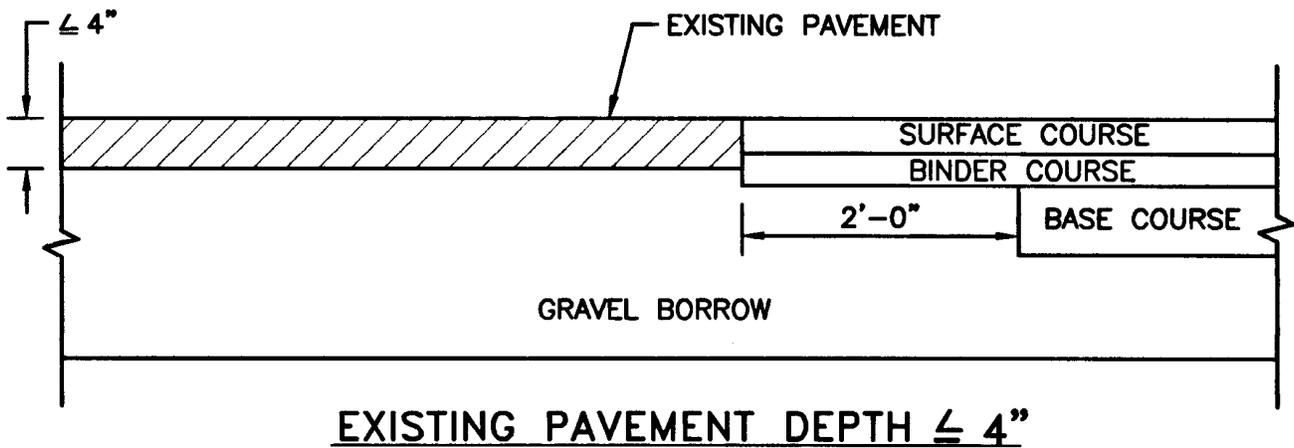
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James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parkes Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





NOTE:

A BOND BREAKER (TAPERED OR EQUIVALENT) WILL BE PLACED 5'-0" FROM THE JOINT AND COVERED WITH THE BINDER COURSE AS THE TEMPORARY RAMP. PRIOR TO PLACING THE SURFACE COURSE, THE BINDER COURSE AND BOND BREAKER WILL BE REMOVED.

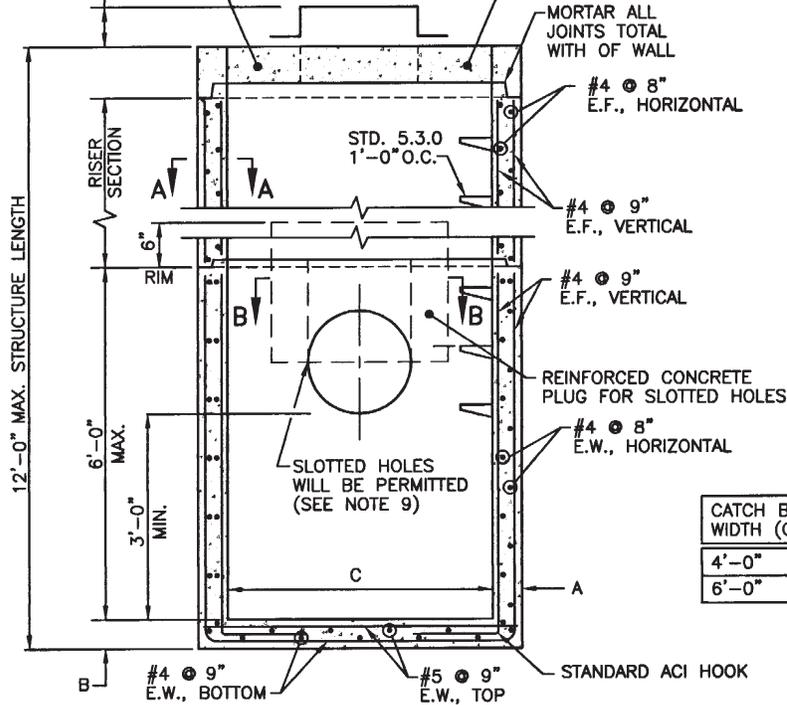
RHODE ISLAND DEPARTMENT OF TRANSPORTATION

| REVISIONS | | | TRANSVERSE PAVEMENT CUT AND MATCH | | <div style="border: 2px solid black; border-radius: 50%; padding: 10px; width: 60px; margin: 0 auto;"> R.I. STANDARD 47.1.1 </div> |
|-----------|----|------|--|---|---|
| NO. | BY | DATE | | | |
| | | | <small>CHIEF ENGINEER TRANSPORTATION</small> | <small>CHIEF DESIGN ENGINEER TRANSPORTATION</small> | JUNE 15, 1998 <small>ISSUE DATE</small> |

ADJUST TO GRADE AS REQUIRED
USING RED CLAY BRICK COURSE

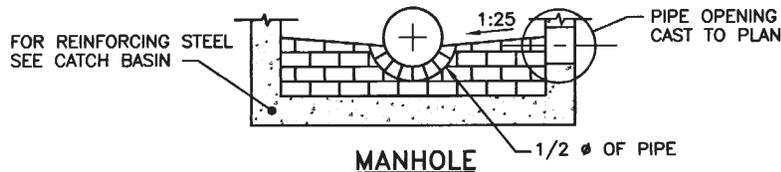
REFER TO STD. 4.6.1 FOR TOP SLAB
FOR ALTERNATE TOP SLAB MONOLITHIC
WITH RISER SECTION, SEE STD. 4.6.2

2'-0" MAX. COVER

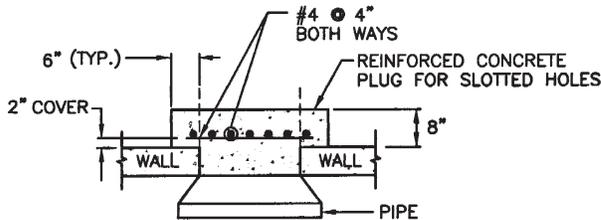


| CATCH BASIN WIDTH (C) | A | B |
|--------------------------|----|----|
| 4'-0" | 8" | 8" |
| 6'-0" | 9" | 9" |

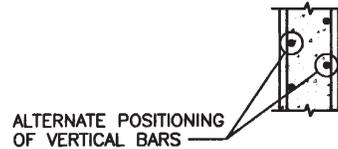
CATCH BASIN



MANHOLE



SECTION B-B



SECTION A-A

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. ANY NECESSARY ADJUSTMENTS DURING CONSTRUCTION WILL BE DONE BY SAW-CUTTING AND/OR CORING ONLY. NO JACKHAMMERS, HAMMERS AND CHISELS OR PNEUMATIC TOOLS WILL BE ALLOWED.
3. THE CENTERLINE OF THE OPENING MUST BE WITHIN 2'-0" FROM THE STEPS.
4. TOP SLAB, RISER AND BASE SECTIONS HAVE BEEN REINFORCED TO MEET OR EXCEED H-25 OR HS-25 LOADINGS WITH EARTH PRESSURES INCLUDED. THIS IMPLIES THAT THE TOP SLAB, RISER AND BASE SECTIONS ARE DESIGNED FOR AXLE LOAD OF NO GREATER THAN 20 TONS.
5. THERE IS TO BE 2" MINIMUM COVER ON ALL REBAR.
6. ALL REBARS ARE TO HAVE MINIMUM 2" CLEARANCE FROM OPENING.
7. STEPS SHALL CONFORM TO STD. 5.3.0 AND SHALL BE INSTALLED AT THE CASTING PLANT.
8. THE SPLICE LENGTHS ON TIES ARE TO BE A MINIMUM OF 1'-7".
9. WHERE THE CLEARANCE FROM THE TOP OF THE PIPE TO THE RIM IS "B" OR LESS, PLUGS SHALL BE USED IN CONJUNCTION WITH SLOTTED HOLES. NO SLOTTED HOLE WILL BE PERMITTED WHERE THE CLEARANCE IS GREATER THAN 8". IN CASES WHERE SLOTTED HOLES ARE NOT USED AND THE WALL OPENING COMES WITHIN 1'-3" OF THE RIM, AN ADDITIONAL #8 BAR SHALL BE USED ABOVE THE OPENING THE WIDTH "C" OF THE WALL.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PRECAST 4'-0" OR 6'-0" SQUARE
MANHOLE OR CATCH BASIN

| REVISIONS | | |
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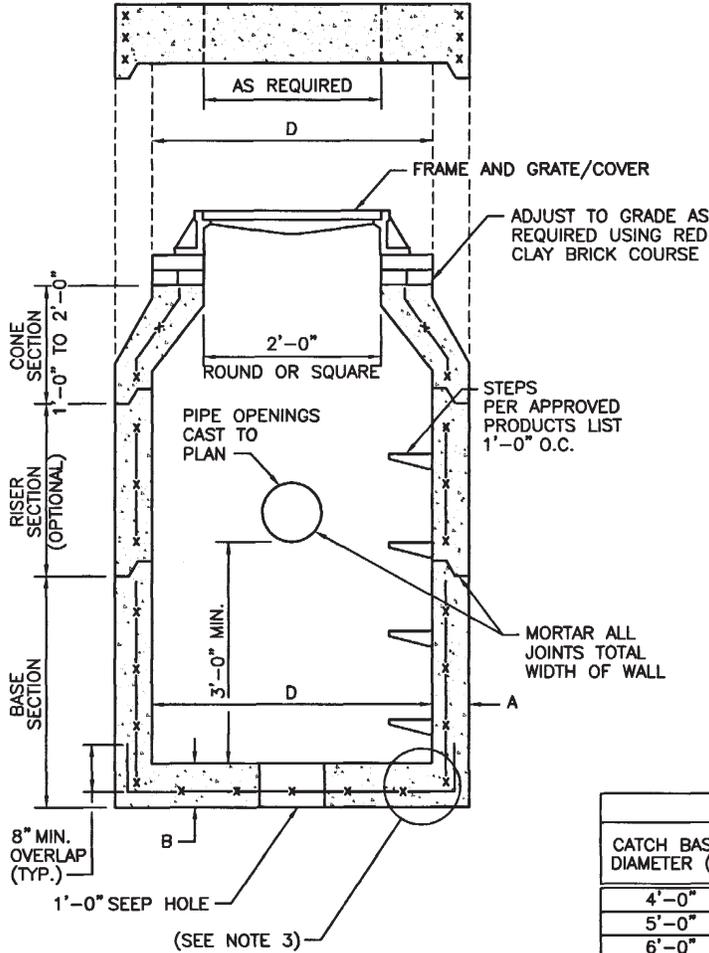
James R. Gualdi
CHIEF ENGINEER
TRANSPORTATION

Edward J. Porter
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

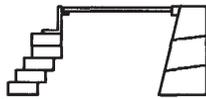


ALTERNATE TOP SLAB (SEE NOTES 10 AND 11)

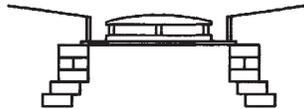


| CATCH BASIN DIAMETER (D) | A | B | CIRCUMFERENTIAL STEEL REINFORCEMENT REQUIRED* |
|--------------------------|----|----|---|
| 4'-0" | 5" | 6" | 0.12 SQ. IN./LIN. FT. |
| 5'-0" | 6" | 7" | 0.15 SQ. IN./LIN. FT. |
| 6'-0" | 7" | 8" | 0.18 SQ. IN./LIN. FT. |

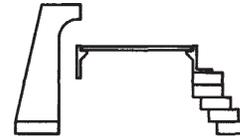
* FOR LONGITUDINAL (VERTICAL STANDING) REINFORCEMENT REFER TO ASTM C478, ITEM 8.1.2



TYPE "D"



TYPE "R"



TYPE "F"

TYPE CATCH BASIN AS REQUIRED

NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
2. SEE TABLE 1 FOR STEEL REINFORCEMENT REQUIREMENTS.
3. STEEL REINFORCEMENT FOR BASE SECTION BOTTOM SHALL BE A MINIMUM OF 0.12 SQ. IN./LIN. FT. (BOTH WAYS).
4. STEPS SHALL CONFORM TO STD. 5.3.0 AND SHALL BE INSTALLED AT THE CASTING PLANT.
5. ONE POUR MONOLITHIC BASE SECTION.
6. ANY NECESSARY ADJUSTMENTS DURING CONSTRUCTION WILL BE DONE BY SAW-CUTTING AND/OR CORING ONLY. NO JACKHAMMERS, HAMMERS AND CHISELS OR PNEUMATIC TOOLS WILL BE ALLOWED.
7. CORBEL MADE OF RED CLAY BRICK WILL BE PERMITTED FOR THE "CONE SECTION" OF THE 4'-0" CATCH BASIN ONLY.
8. FOR CATCH BASIN TYPES "D" AND "F" STEPS MUST BE INSTALLED ON THE CURB SIDE OF THE STRUCTURE.
9. THE CENTERLINE OF THE OPENING MUST BE WITHIN 2'-0" FROM THE STEPS.
10. ALTERNATE TOP SLAB IS STEEL REINFORCED TO MEET OR EXCEED H-25 LOADING (SEE STD. 4.7.2).
11. ALTERNATE TOP SLAB IS ONLY FOR USE WHEN REDUCING SECTION DOES NOT FIT BECAUSE OF STRUCTURE DEPTH.
12. REFER TO STD. 5.2.0 FOR MAXIMUM PIPE SIZES.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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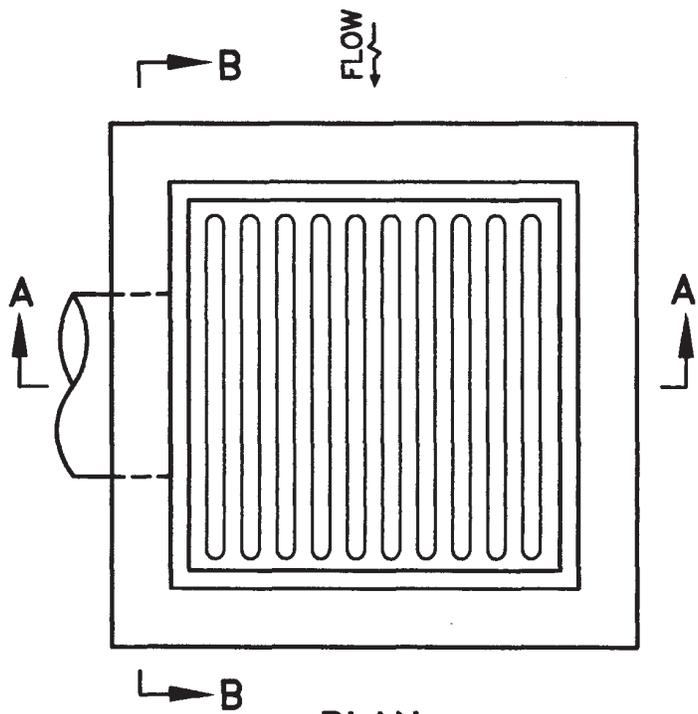
PRECAST 4'-0", 5'-0", OR 6'-0" ROUND CATCH BASIN

James A. Cusack
CHIEF ENGINEER
TRANSPORTATION

Edward P. Paterlini
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

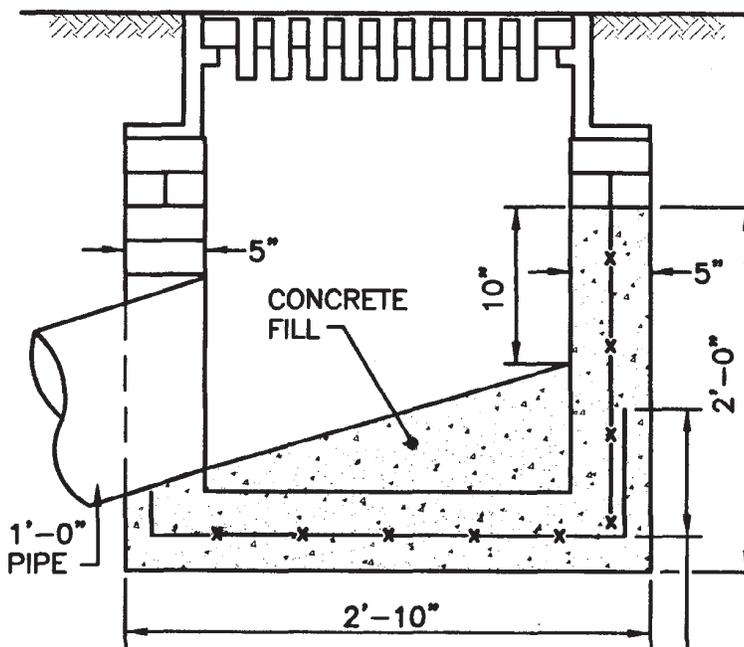
R.I.
STANDARD
4.4.0



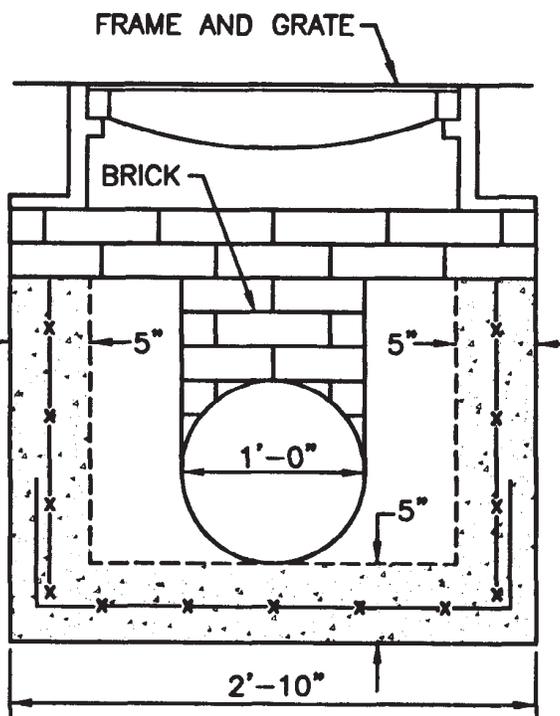
- NOTES:**
1. SHALL BE IN ACCORDANCE WITH SECTION 702 OF THE R.I. STANDARD SPECIFICATIONS.
 2. MINIMUM REQUIRED CONCRETE REINFORCEMENT = 0.12 SQ. IN./LIN. FT. (EACH WAY).
 3. MINIMUM COVER ON REINFORCEMENT SHALL BE 2".

| CONCRETE TOLERANCES | |
|---------------------|-----------|
| DIMENSION | TOLERANCE |
| 0"-12" | 1/4" |
| 12"-24" | 1/2" |
| 24"-36" | 3/4" |

PLAN



SECTION A-A



SECTION B-B

8" MIN. OVERLAP (TYP.)

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

PRECAST CONCRETE DROP INLET

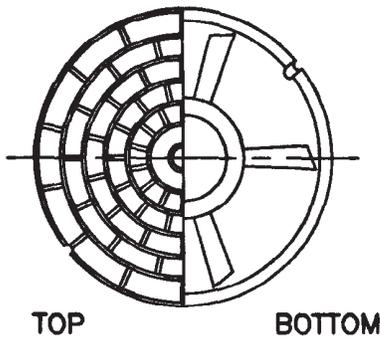
| REVISIONS | | |
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| NO. | BY | DATE |
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Jean A. Capaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE

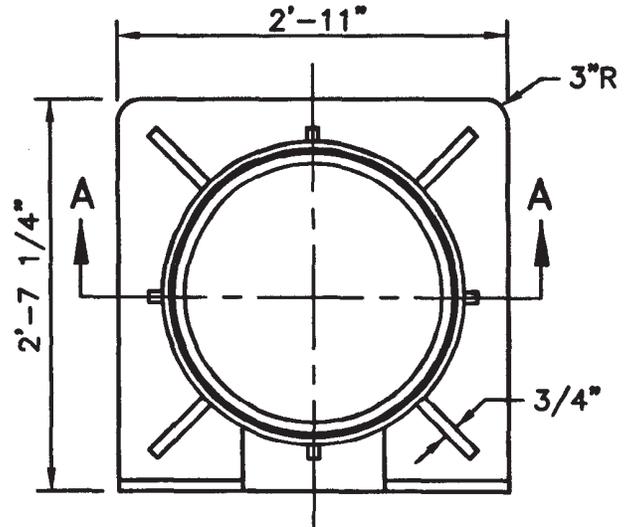




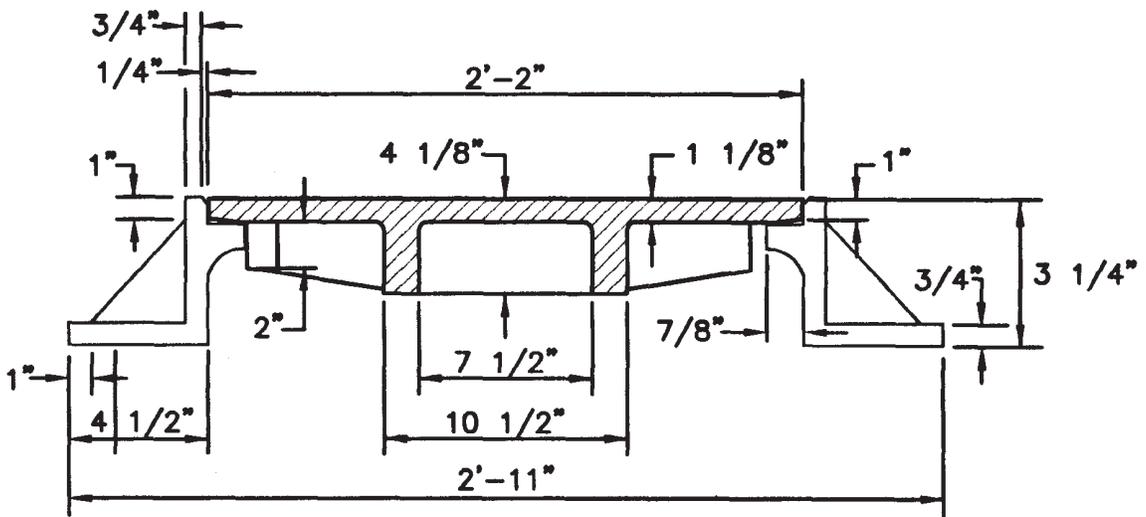
TOP

BOTTOM

COVER



FRAME



SECTION A-A

NOTES:

1. FRAME AND COVER SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.
2. FRAME AND COVER SEATS TO BE MACHINE FINISH.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

| REVISIONS | | |
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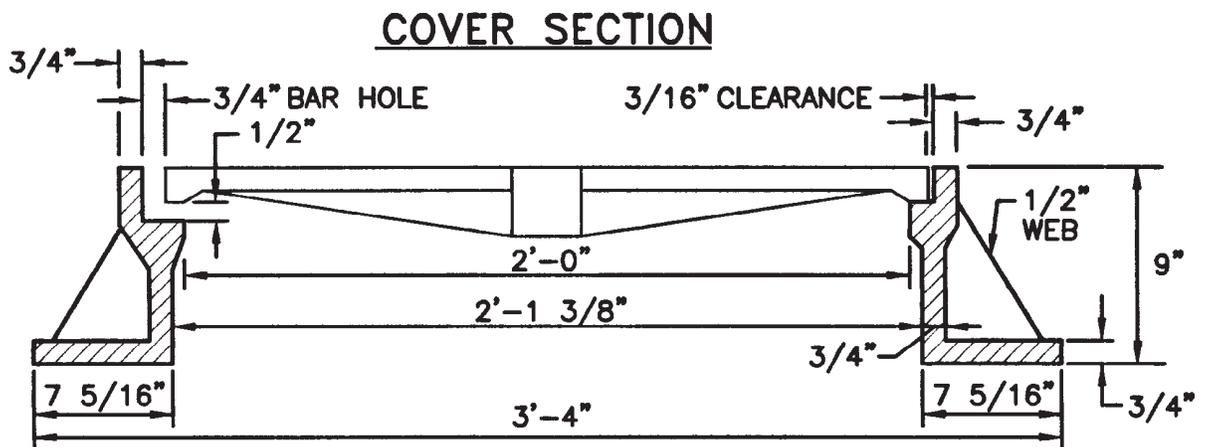
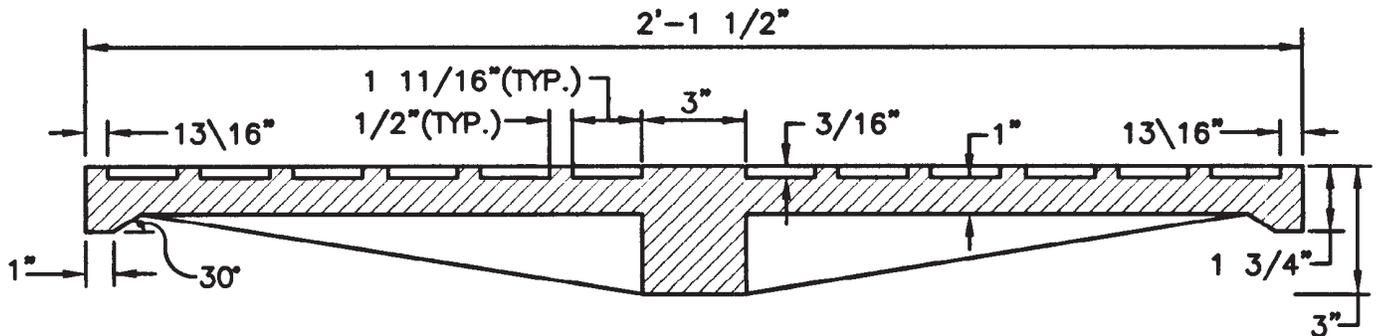
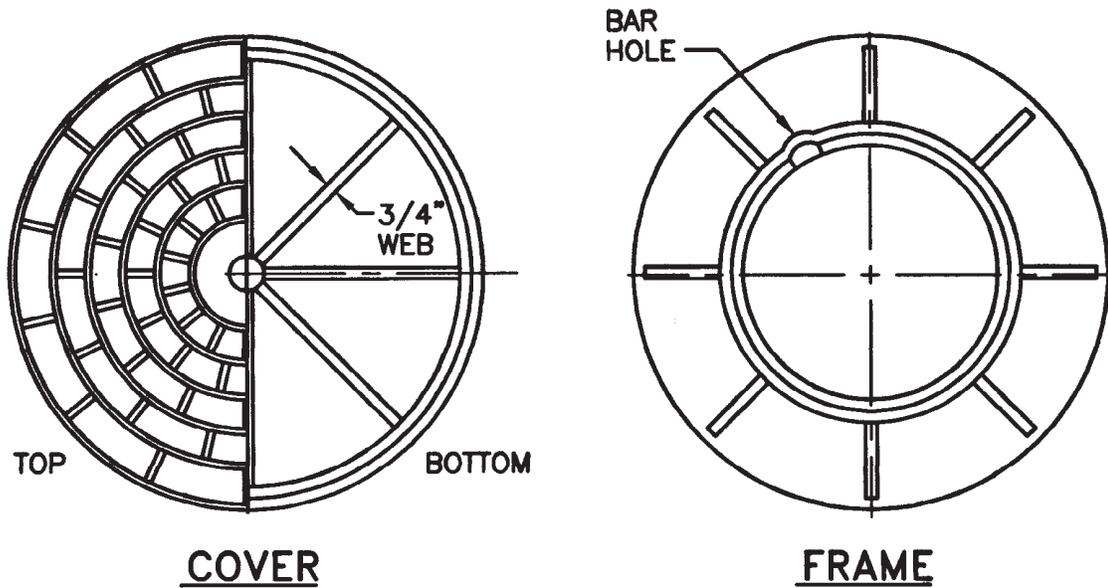
**HEAVY-DUTY
SQUARE FRAME AND ROUND COVER**

James A. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





- NOTES:**
1. FRAME AND GRATE SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.
 2. FRAME AND COVER SEATS MUST HAVE MACHINE FINISH.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

HEAVY-DUTY
ROUND FRAME AND COVER

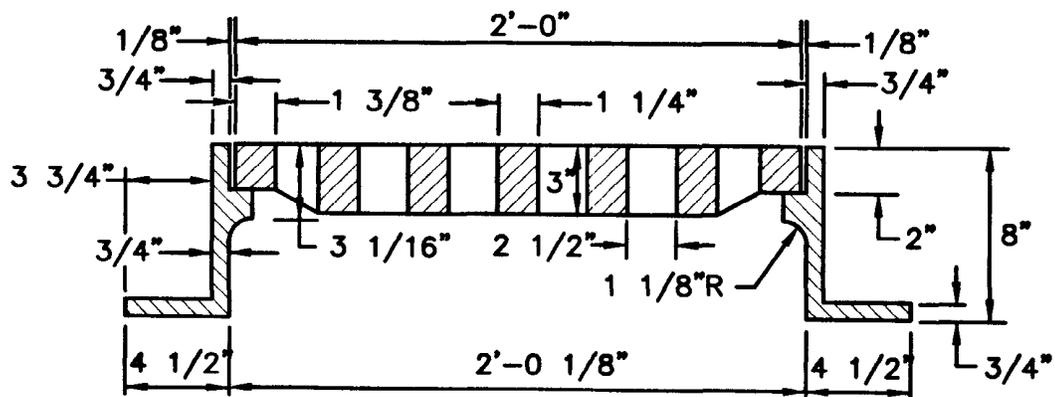
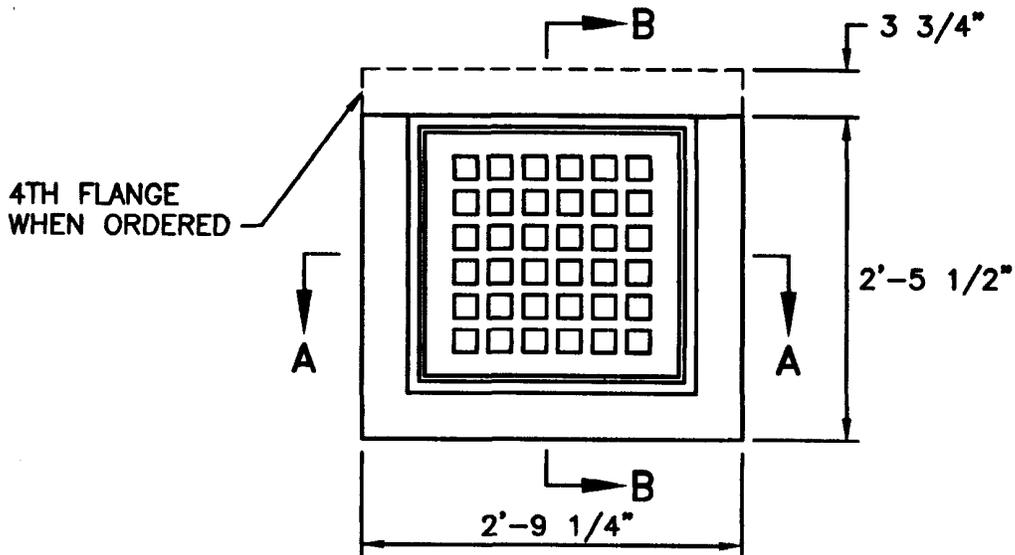
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James R. Caselli
CHIEF ENGINEER
TRANSPORTATION

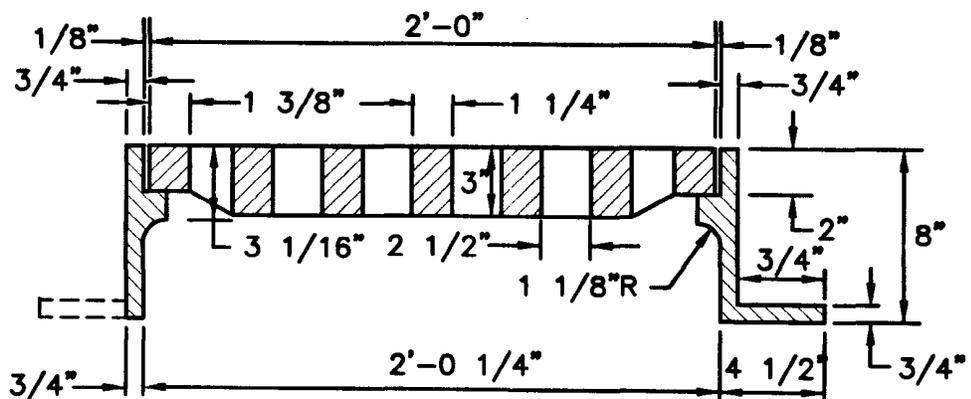
Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





SECTION A-A



SECTION B-B

NOTE:
FRAME AND GRATE SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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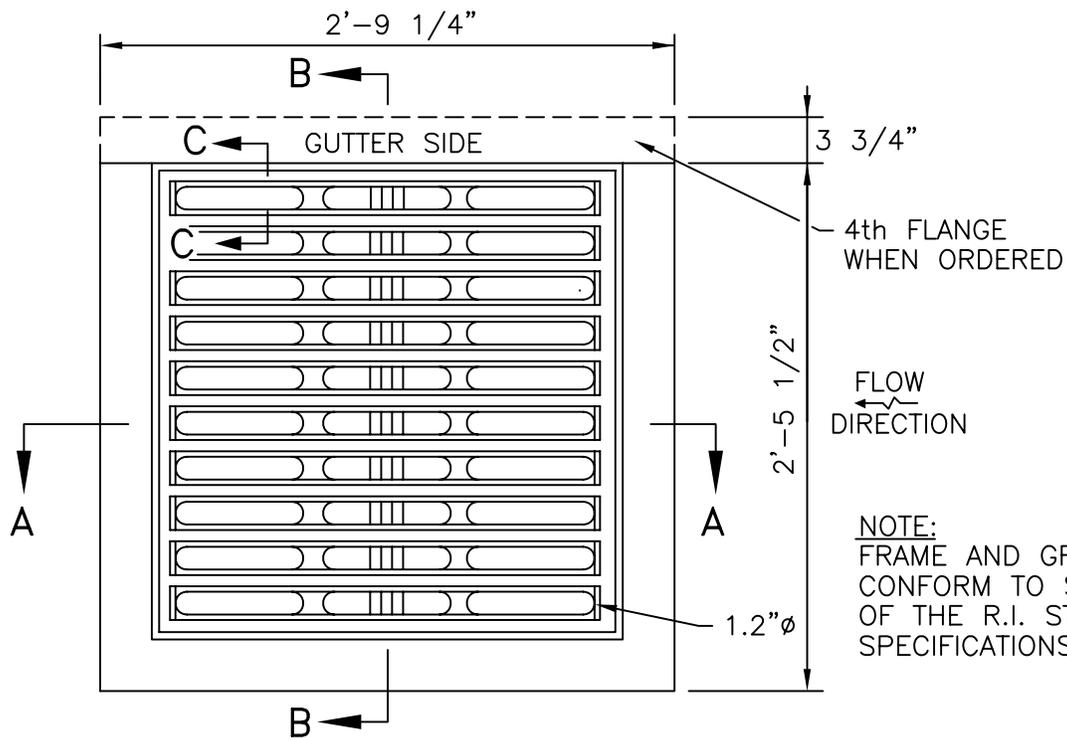
SQUARE FRAME AND GRATE

James A. Casella
CHIEF ENGINEER
TRANSPORTATION

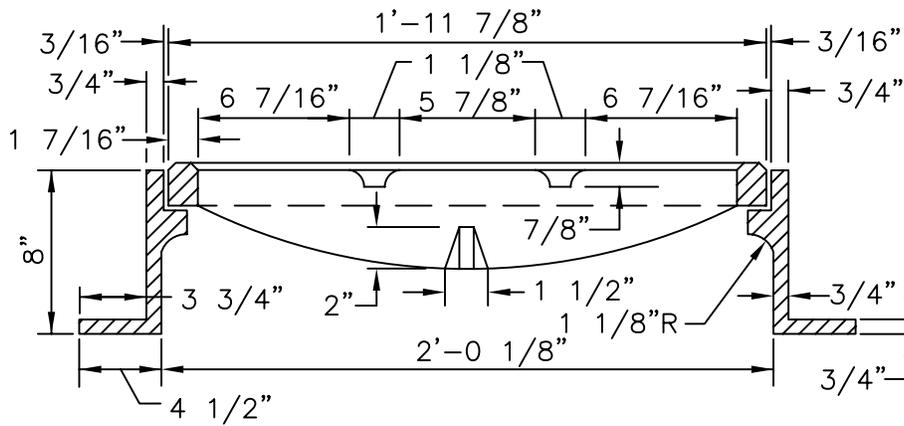
Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE

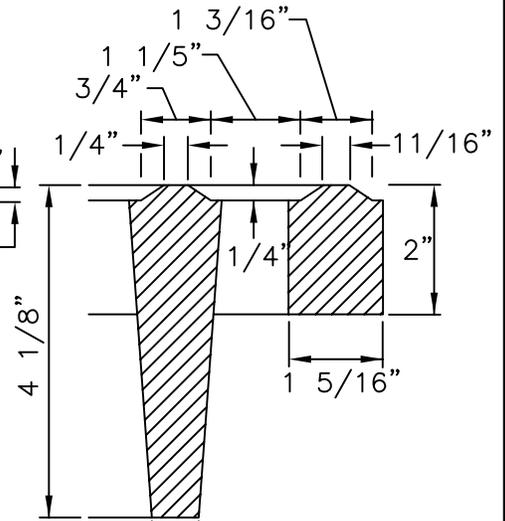




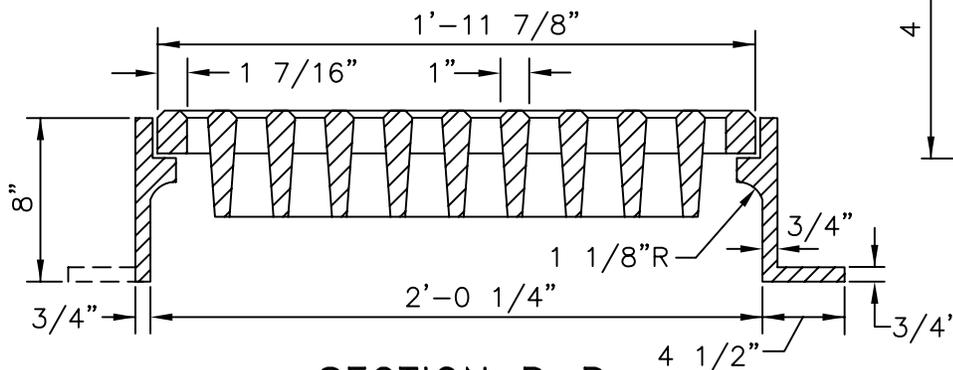
NOTE:
 FRAME AND GRATE SHALL
 CONFORM TO SECTION M.04
 OF THE R.I. STANDARD
 SPECIFICATIONS.



SECTION A-A



SECTION C-C



SECTION B-B

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

SQUARE FRAME AND GRATE
 (BICYCLE SAFE)

| REVISIONS | | |
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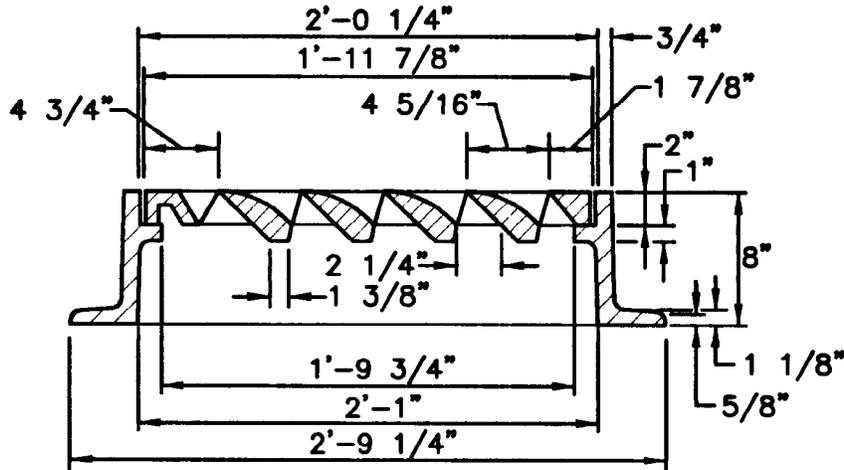
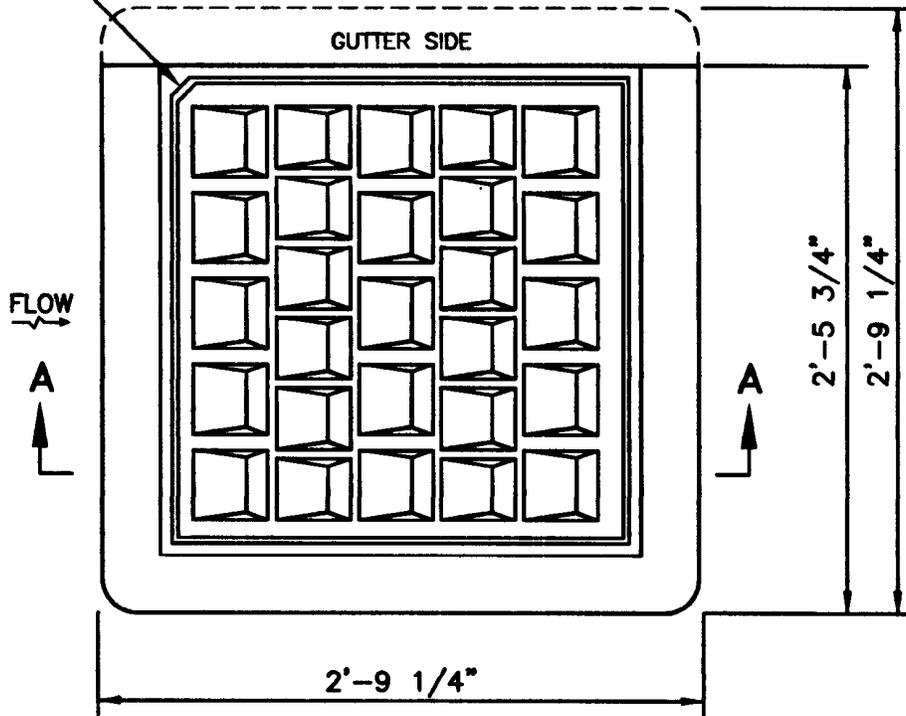
James H. Casaldi
 CHIEF ENGINEER
 TRANSPORTATION

Edmund Parker Jr.
 CHIEF DESIGN ENGINEER
 TRANSPORTATION

JUNE 15, 1998
 ISSUE DATE



(SEE NOTE 2)



SECTION A-A

NOTES:

1. FRAME AND COVER SHALL CONFORM TO SECTION M.04 OF THE R.I. STANDARD SPECIFICATIONS.
2. THIS CORNER LEFT FOR "LEFT" GRATE, DIAGONALLY OPPOSITE CORNER FOR "RIGHT" GRATE TO FIT IN KEYED FRAME.

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

**HIGH CAPACITY FRAME AND GRATE
(BICYCLE SAFE)**

| REVISIONS | | |
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James H. Capaldi
CHIEF ENGINEER
TRANSPORTATION

Edmund J. Parker Jr.
CHIEF DESIGN ENGINEER
TRANSPORTATION

JUNE 15, 1998
ISSUE DATE





Site Plans

LUMP SUM BID ITEM 1: RECLAMATION & RECONSTRUCTION OF BOUVIER AVENUE, VOSE STREET, ASCENSION STREET, POTHIER STREET, & GAULIN STREET

GENERAL NOTES:

1. THE INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE FOR THE PURPOSE OF DEPICTING THE LIMIT OF WORK ONLY. BIDDERS SHALL BASE THEIR BID PRICES ON MEASUREMENTS IN THE FIELD.
2. ONLY UTILITIES WITH FULL REPLACEMENTS ARE SHOWN. UTILITIES REQUIRING ADJUSTMENT TO FINISH GRADE ARE NOT SHOWN. BIDDERS SHALL BASE THEIR BID PRICES ON MEASUREMENTS IN THE FIELD.

RECLAIM AND RECONSTRUCT GENERAL SCOPE OF WORK

1. PROVIDE TRAFFIC CONTROL.
2. INSTALL SILT SACKS IN EXISTING CATCH BASINS.
3. SAWCUT EXISTING PAVEMENT AND RECLAIM ROADS TO A DEPTH OF 8" WITHIN LIMIT OF WORK.
4. COMPACT AND GRADE PROCESSED AGGREGATE BASE TO PROVIDE ADEQUATE DRAINAGE AND RE-ESTABLISH 6-INCH CURB REVEAL ALONG EDGE OF ROAD.
5. REMOVE AND TRANSPORT SURPLUS RECLAIMED MATERIAL TO THE TOWN MATERIAL STORAGE FACILITY LOCATED ON HOOD DRIVE.
6. FURNISH, PLACE, AND COMPACT 2.5" OF BITUMINOUS BASE COURSE
7. ADJUST UTILITY STRUCTURES TO GRADE.
8. APPLY TACK COAT TO HORIZONTAL SURFACES AND VERTICAL EDGES.
9. FURNISH, PLACE, AND COMPACT 1.5" OF BITUMINOUS SURFACE COURSE (CLASS I-1).
10. LOAM AND SEED DISTURBED AREAS AND ESTABLISH VEGETATION.
11. CLEAN WORK AREA AND CATCH BASINS OF DEBRIS. RESTORE ALL DISTURBED AREAS TO PREEXISTING CONDITIONS.

CURBING IMPROVEMENTS GENERAL SCOPE OF WORK

1. REMOVE AND REPLACE CONCRETE AND BITUMINOUS CURB WITH GRANITE CURB.
2. INSTALL GRANITE CURB ALONG UNCURBED SHOULDERS.
3. RESET EXISTING GRANITE CURB.
4. INSTALL 2" GRANITE CURB RETURNS AT ALL DRIVEWAY OPENINGS.
5. INSTALL 6" GRANITE TRANSITION CURBS AT STREET INTERSECTIONS FOR WHEELCHAIR RAMPS.
6. REPLACE APRON STONES WITH GRANITE APRON STONES.
7. ALL CURB (NEW AND RESET) SHALL BE INSTALLED WITH CONCRETE CURB LOCK ALONG FRONT AND BACK FACE OF CURBS.

SIDEWALK IMPROVEMENTS SCOPE OF WORK

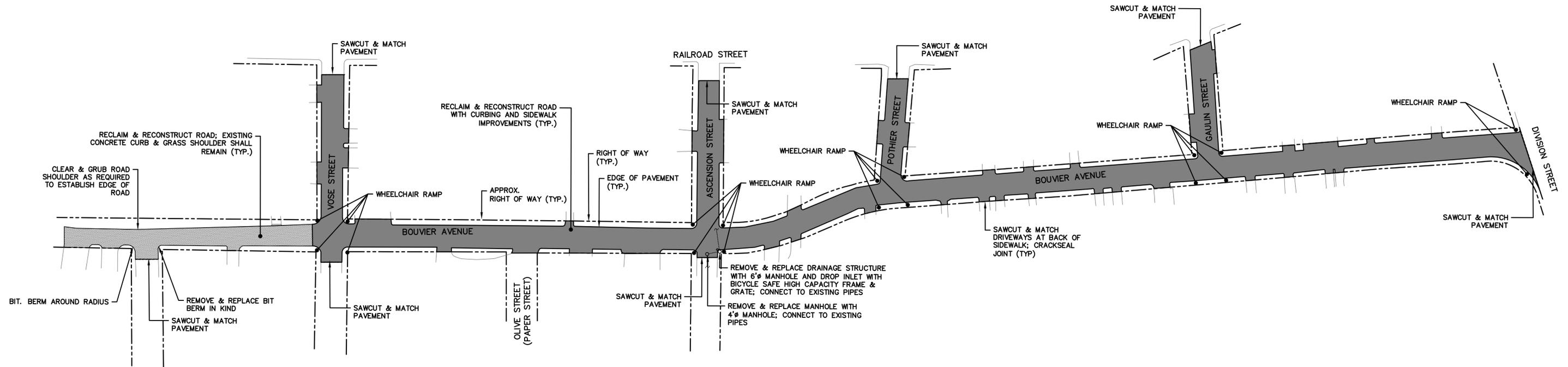
1. REMOVE AND REPLACE EXISTING SIDEWALK WITH 2 1/2" OF COMPACTED GRAVEL BORROW AND 3" BITUMINOUS SIDEWALK (CLASS I-2). BITUMINOUS SIDEWALK SHALL BE PLACED IN TWO-1.5" COMPACTED LIFTS.
2. REMOVE & REPLACE GRASS SHOULDERS WITH 6" COMPACTED GRAVEL BORROW AND 3" BITUMINOUS SIDEWALK (CLASS I-2). SIDEWALK SHALL BE PLACED IN TWO-1.5" COMPACTED LIFTS.
3. INSTALL BITUMINOUS WHEELCHAIR RAMPS AT INTERSECTING STREETS WITH GRANITE TRANSITION CURBS.

DRIVEWAY SCOPE OF WORK

1. IN AREAS OF SIDEWALK REPLACEMENT/INSTALLATION, SAWCUT AND REMOVE DRIVEWAY APRONS IN LINE WITH BACK OF SIDEWALK. REPLACE ALL DRIVEWAY APRONS WITH BITUMINOUS PAVEMENT. IF THE ABUTTING PORTION OF DRIVEWAY IS CONCRETE, REPLACE THE APRON WITH A CONCRETE APRON. CRACKSEAL ALONG BITUMINOUS DRIVEWAY APRON EDGES.
2. IN AREAS WHERE SIDEWALK IMPROVEMENTS ARE NOT PROPOSED, SAWCUT DRIVEWAYS 2' BACK FROM THE EDGE OF PAVEMENT. REPLACE ALL DRIVEWAY APRONS WITH BITUMINOUS PAVEMENT. IF THE ABUTTING PORTION OF DRIVEWAY IS CONCRETE, REPLACE THE APRON WITH A CONCRETE APRON. CRACKSEAL ALONG BITUMINOUS DRIVEWAY APRON EDGES.
3. INSTALL 2" GRANITE CURB RETURNS AT ALL DRIVEWAY OPENINGS.

LEGEND

-  RECLAIM & RECONSTRUCT ROAD; EXISTING CURB AND GRASS SHOULDERS TO REMAIN
-  RECLAIM & RECONSTRUCT ROAD WITH CURBING AND SIDEWALK IMPROVEMENTS



PLAN PREPARED BY:

TOWN OF LINCOLN
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE TOWN ENGINEER
100 OLD RIVER ROAD, LINCOLN, RI 02865



PROJECT TITLE

**2016-2017 ROADWAY
RECONSTRUCTION**

SHEET DESCRIPTION

PAVING LOCATION PLAN 1

DESIGNED BY:

L.C.Q

DRAWN BY:

CHECKED BY:

DATE

MAY 2016

SCALE

1"=60'±

C.1



ALTERNATE BID ITEM 2
RECLAMATION AND
RECONSTRUCTION OF
AMICA CENTER BOULEVARD

ALTERNATE BID ITEM 1
RECLAMATION AND
RECONSTRUCTION OF
GREAT ROAD

- GENERAL NOTES:**
1. THE INFORMATION SHOWN ON THIS PLAN IS APPROXIMATE FOR THE PURPOSE OF DEPICTING THE LIMIT OF WORK. BIDDERS SHALL BASE THEIR BID PRICES ON MEASUREMENTS IN THE FIELD.
- SCOPE OF WORK FOR ALTERNATE BID ITEM 1: RECLAMATION AND RECONSTRUCTION OF GREAT ROAD**
1. PROVIDE TRAFFIC CONTROL.
 2. INSTALL SILT SACKS IN EXISTING CATCH BASINS.
 3. SAWCUT EXISTING PAVEMENT AND RECLAIM ROADS TO A DEPTH OF 8" WITHIN LIMIT OF WORK.
 4. COMPACT AND GRADE PROCESSED AGGREGATE BASE TO PROVIDE ADEQUATE DRAINAGE.
 5. REMOVE AND TRANSPORT SURPLUS RECLAIMED MATERIAL TO THE TOWN MATERIAL STORAGE FACILITY LOCATED ON HOOD DRIVE.
 6. FURNISH, PLACE, AND COMPACT 2.5" OF BITUMINOUS BASE COURSE
 7. ADJUST UTILITY STRUCTURES TO GRADE.
 8. APPLY TACK COAT TO HORIZONTAL SURFACES AND VERTICAL EDGES.
 9. FURNISH, PLACE, AND COMPACT 1.5" OF BITUMINOUS SURFACE COURSE (CLASS I-1).
 10. REPLACE EXISTING BITUMINOUS BERM/CURB INKIND.
 11. LOAM AND SEED DISTURBED AREAS.
 12. CLEAN WORK AREA AND CATCH BASINS OF DEBRIS. RESTORE ALL DISTURBED AREAS TO PREEXISTING CONDITIONS.
- SCOPE OF WORK FOR ALTERNATE BID ITEM 2: RECLAMATION AND RECONSTRUCTION OF AMICA CENTER BOULEVARD**
1. PROVIDE TRAFFIC CONTROL.
 2. INSTALL SILT SACKS IN EXISTING CATCH BASINS.
 3. SAWCUT EXISTING PAVEMENT AND RECLAIM ROADS TO A DEPTH OF 8" WITHIN LIMIT OF WORK.
 4. COMPACT AND GRADE PROCESSED AGGREGATE BASE TO PROVIDE ADEQUATE DRAINAGE AND REESTABLISH 6-INCH CURB REVEAL ALONG EDGE OF ROAD.
 5. EXISTING GRANITE CURBING TO REMAIN.
 6. REMOVE AND TRANSPORT SURPLUS RECLAIMED MATERIAL TO THE TOWN MATERIAL STORAGE FACILITY LOCATED ON HOOD DRIVE.
 7. FURNISH, PLACE, AND COMPACT 2.5" OF BITUMINOUS BASE COURSE.
 8. ADJUST UTILITY STRUCTURES TO GRADE.
 9. APPLY TACK COAT TO HORIZONTAL SURFACES AND VERTICAL EDGES.
 10. FURNISH, PLACE, AND COMPACT 1.5" OF BITUMINOUS SURFACE COURSE (CLASS I-1).
 11. LOAM AND SEED DISTURBED AREAS.
 12. CLEAN WORK AREA AND CATCH BASINS OF DEBRIS. RESTORE ALL DISTURBED AREAS TO PREEXISTING CONDITIONS.
- SCOPE OF WORK FOR ALTERNATE BID ITEM 3: RECLAMATION AND RECONSTRUCTION OF GREAT ROAD AND AMICA CENTER BOULEVARD**
1. ALTERNATE BID ITEM 3 INCLUDES ALL WORK ASSOCIATED WITH ALTERNATE BID ITEM 1 AND ALTERNATE BID ITEM 2, AUTHORIZED TO BE RECONSTRUCTED SIMULTANEOUSLY.

PLAN PREPARED BY:
TOWN OF LINCOLN
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE TOWN ENGINEER
100 OLD RIVER ROAD, LINCOLN, RI 02865

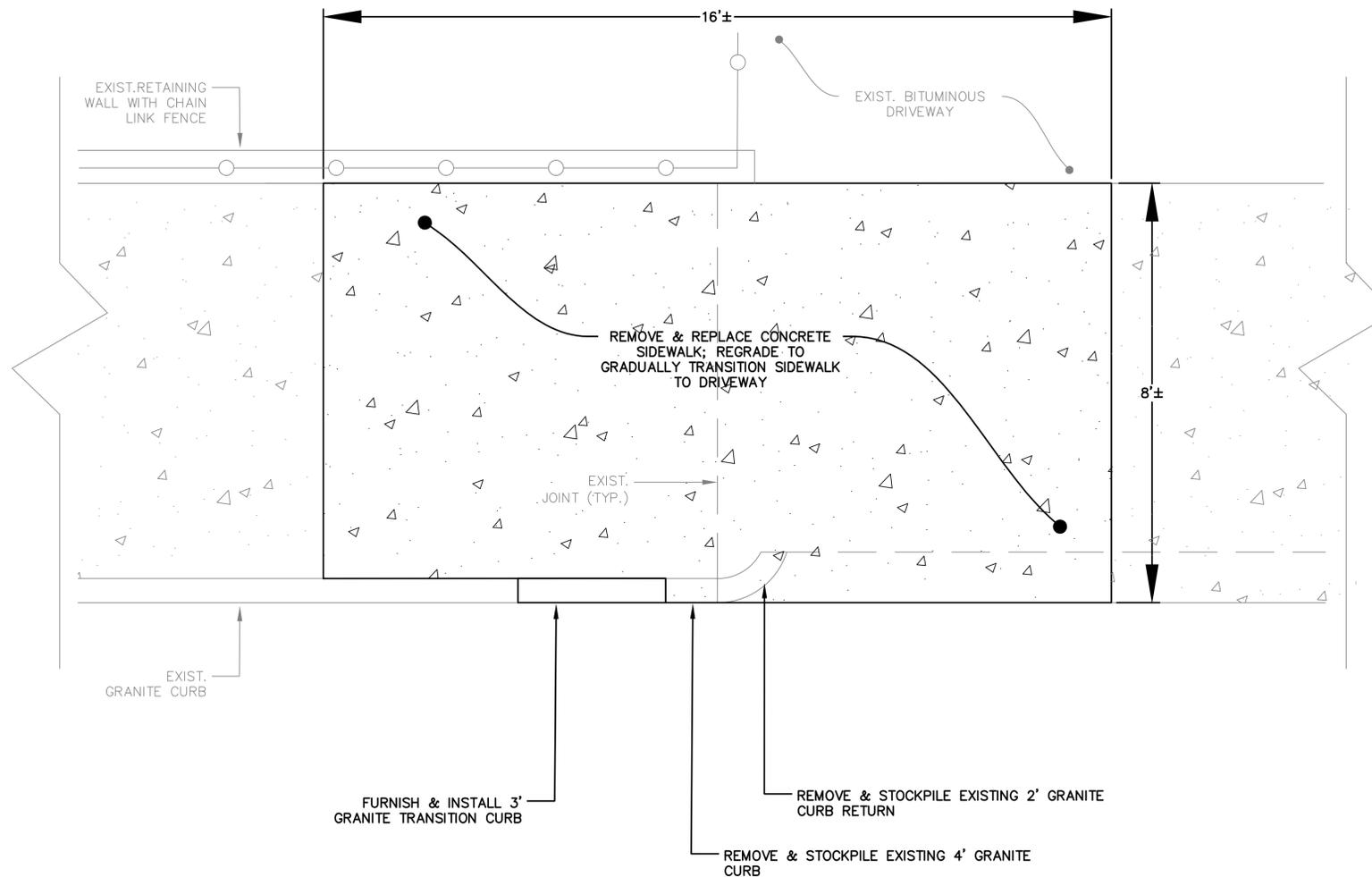


PROJECT TITLE
**2016-2017 ROADWAY
RECONSTRUCTION**

SHEET DESCRIPTION
PAVING LOCATION PLAN 2

DESIGNED BY: L.C.Q.
DRAWN BY:
CHECKED BY:
DATE: MAY 2016
SCALE: 1"=160'

C.2



67 SUMMER STREET

PLAN PREPARED BY:

TOWN OF LINCOLN
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE TOWN ENGINEER
100 OLD RIVER ROAD, LINCOLN, RI 02865



PROJECT TITLE

2016-2017 ROADWAY
RECONSTRUCTION

SHEET DESCRIPTION

SUMMER STREET
SIDEWALK REPAIR

DESIGNED BY:

L.C.Q

DRAWN BY:

CHECKED BY:

DATE

MAY 2016

SCALE

NTS

C.3