PROJECT MANUAL

ROCKWELL ELEMENTARY SCHOOL DRAINAGE IMPROVEMENTS

1225 HOPE STREET, BRISTOL, RI 02809

CONSTRUCTION DOCUMENTS
Early Bid Package
Sitework Drainage Improvements
June 13, 2024

PE Project No. 0099110.00

Owner:
BRISTOL WARREN REGIONAL SCHOOL DISTRICT
235 High Street
Bristol, RI 02809

ARCHITECT
PERKINS EASTMAN
20 Ashburton Place, Floor 8
Boston, MA 02108
617-449-4000
www.perkinseastman.com

Owner's Project Manager
PMA CONSULTANTS
35 Braintree Hill Office, Suite 300
Braintree, MA 02184
781.794.1404
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CIVIL
PARE CORPORATION
8 Blackstone Valley PL.
Lincoln, RI 02865
401-334-4100
www.parecorp.com

SPECIFICATIONS
KALIN ASSOCIATES
1121 Washington St
Newton, MA 02465
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SECTION 000100

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BRISTOL WARREN REGIONAL SCHOOL DISTRICT
235 High Street
Bristol, Rhode Island 02809

Public Bid # 2-61324

Rockwell Elementary School Drainage Improvements

00 03 00 Invitation to Bid

Request for Proposal (RFP) documents are available online at www.Projectdog.com. Enter the **Project Code 862524** in the project locator box and select "Acquire Documents" to download documents. Offerors must have an active online account on www.Projectdog.com to acquire documents, receive project notifications, and to submit Proposals electronically.

General Bid Schedule

RFP Released	June 13, 2024
Bidder Questions and Clarifications Ends	June 18, 2024 4:00 pm
Bids Due Back	June 24, 2024 12:00 pm
Electronic Bid Opening	June 24, 2024 12:00 pm
Planned Date for completion	August 9, 2024

All bids must be submitted in accordance with the attached Projectdog Electronic Bid Preparation and Submission Guidelines.

Rockwell Elementary School Drainage Improvements

The Bristol Warren Regional School District reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Bristol Warren Regional School District.

All questions should be submitted to the BWRSD Administrative Office by email to katherine.perugini@bwrsd.org no later than **June 18, 2024 at 4:00 p.m.**

Proposals not received by the scheduled due date and time shall be determined to be late and shall not be accepted. **All proposals are required to be submitted electronically to www.projectdog.com per the submission guidelines on the following pages.** Proposals delivered, mailed, faxed or emailed to the BWRSD School Department shall not be accepted.

STANDARD INSTRUCTIONS TO BIDDERS
BRISTOL WARREN REGIONAL SCHOOL DISTRICT
00 10 00 Instruction to Bidders

The following instructions are standards for all proposals submitted:

1. Receipt and Opening of Proposal

   Sealed proposals (bids) will be accepted until the time indicated on the advertisement for Bids, for the commodities, equipment, and/or services designated in the specifications.

2. Form of Bid

   Proposal must be submitted on and in accordance with the forms provided, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

3. Submission of Bids

a. The Bristol Warren Regional School District (henceforth "The District") will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

b. Any Proposal may be withdrawn (retracted) prior to the designated deadline by selecting "Retract My E-Bid" from the project's E-Bidding page. Upon retracting, the Offeror will receive a convenience e-mail for informational purposes only. It is the Offeror's responsibility to confirm online that their Proposals have been retracted successfully.

c. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.

d. 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.

e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

   Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Rhode Island Sales Tax
   The District is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 (1), as amended.

6. Federal Excise Taxes

   The District is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

7. Equal Employment Opportunity Policy Statement

   For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the District pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

   The District is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The District shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

   The vendor shall complete the RI Business Enterprise Utilization Plan Form-
   Appendix B

8. Schools Right to Reject

   The District reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the District.

9. Labor Regulations

a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to Executive Order No. 11246.

b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246

10. Payment

    Vendor shall submit monthly invoices for payment to the District. The Invoices shall include: Dates of service, scope of work and hours worked The District will promptly pay within two weeks of receiving Invoices. Payments will be made via check. W-9 required for processing

11. Termination of Contract

    Following implementation, should the Superintendent and/or Chief Financial Officer find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the District as being in the best interest of the District. In the event of termination of this contract as a result of breach by the contractor, the District shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

12. Period of Performance

    The period of performance for this contract shall be as stated within the bid documents. Subject to extension only by mutual agreement.

13. Indemnification and Insurance

    The vendor selected shall indemnify and save the District harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

    The vendor shall meet the insurance and indemnification requirements as prescribed in the Insurance Appendix A Insurance- Exhibit Professional Contracts.

14. Collusion

    Any act or acts of misrepresentation of collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.

Projectdog E-Bidding Instructions to Bidders

Bid Documents

Bid Forms and Contract Documents shall be available online at www.Projectdog.com, Project Code **862524**. Documents are made available to all bidders in electronic form at no cost. Bidders desiring hard copies of the Drawings and Specifications shall be solely responsible for all costs related to printing and shipping of hard copy documents. Neither Owner nor Architect/Engineer shall be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than Projectdog, Inc.

Receipt of Bids

This project is being Electronically Bid (E-Bid). All bids shall be submitted online at www.Projectdog.com. Hard copy bids will not be accepted by the Awarding Authority. Tutorials and Instructions are available online at www.Projectdog.com. For assistance, contact Projectdog, Inc. at 978.499.9014.

Preparation and Submission of Bids

Bid Forms will be posted online at www.Projectdog.com. All required Bid Forms must be completed and submitted in unrestricted PDF formatted files. The Bidder must fill-in all required fields and signatures either digitally or manually (print, fill-in, and scan to PDF).

The Bidder shall access the Projectdog.com E-Bidding System by entering the Project Code in the project locator box and then selecting “GC E-Bid” from the project’s “Project Details” page. The Bidder must enter their bid price as a numeric, whole dollar value only with no punctuation. If no base bid price is applicable, Bidders are instructed to enter an amount of $1.00 (one dollar). The E-Bidding system automatically translates the numeric value into words and displays the bid price in both figures and words on the submitted bid form.

Bidders may upload (“Add File” or “Replace File”), review (“View File”), Save, submit (“Submit my E-Bid”), or retract (“Retract my E-Bid”) their E-Bid at any time prior to the designated deadline. The server clock is displayed on the project’s E-Bidding page and is the time of record. **Bidders must select “Submit my E-Bid” prior to the designated deadline to officially submit their E-Bid online.** Once submitted, an E-Bid cannot be edited. To modify a submitted E-Bid, Bidders must retract their submission, save any changes, and then submit the updated E-Bid. Upon submitting or retracting their E-Bid, Bidders will receive a convenience e-mail for informational purposes only. Bidders shall contact Projectdog if the email is not received.

Bidders shall review their submitted E-Bid package by selecting “View My Bid Package” from the project’s E-Bidding page. Uploaded files may be reviewed individually by selecting “View File”. It is also the Bidder’s responsibility to ensure that their submitted bid is 100% true, complete, and

accurate.

It is also the Bidder's responsibility to confirm online that their E-Bid package has been submitted successfully. Timely submission of an E-Bid shall be the full responsibility of the Bidder.

Alternates (if applicable)

Each Bidder shall acknowledge Alternates by entering the dollar amount and selecting the "Add" or "Subtract" radio button necessitated by each Alternate listed in the corresponding space on the project's E-Bidding page.

If an Alternate does not involve a change in dollar value, the Bidder shall so indicate by typing "0" for the dollar value of that Alternate and by selecting the "Add" radio button in the corresponding space on the project's E-Bidding page.

Addenda

Addenda, if issued, will be posted to the Projectdog website and shall be accompanied by e-mail notification to every individual or firm on record as having received the Bid Documents. Hard copies of addenda will not be mailed or faxed. It shall be the sole responsibility of the Contractor to ascertain the existence of any and all addenda.

If a bid is submitted prior to an Addendum being issued, the Bidder will receive an e-mail notification for informational purposes only. The Bidder must review the addendum, retract the bid, acknowledge all addenda, and re-submit the bid. If a Bidder fails to acknowledge all addenda their bid may be rejected by the Awarding Authority.

Withdrawal of Bids (Before Opening of Bids)

Any bid may be withdrawn (retracted) prior to the designated deadline by selecting "Retract My E-Bid" from the project's E-Bidding page. Upon retracting, the Bidder will receive a convenience e-mail for informational purposes only. It is the Bidder's responsibility to review and confirm online that their bid has been retracted successfully.

Bid Opening

Once the bid deadline has closed the E-Bid links are no longer available. All E-Bids are compiled in real time upon bid close and published forthwith on the "Project Details" page titled as "List of Bids Received". Official bid tabulations are posted at the discretion of the Awarding Authority.

Bristol Warren Regional School District

INTENT

The following request is for site drainage improvement contract, t**o be completed by August 9, 2024**

The Bristol Warren Regional School District (henceforth “the District") is seeking bids for **Rockwell Elementary School Drainage Improvements**

The District encourages all vendors to review site conditions, existing operations, and expects vendors to provide a transition plan to ensure services continue without interruption.

The successful bidder must meet the following objectives:

- **Complete all work by August 9, 2024**
- All Contractors bidding this RFP shall be licensed in the state of R.I. for all trades included in this RFP, and will not be allowed to subcontract any of the services required, unless said successful contractor incurs all cost, regardless of cause.
- Copies of licenses, insurance must be submitted with bid offer.
- Contractor must conform to RI Prevailing Wage Requirements, set forth in RIDLT Municipal Contract Addendum, Prevailing Wage Requirements (RIGL 3713-1 Et Seq).
- Rhode Island Certified Weekly Payroll Form must include copies of the trade-licensed employee assigned to the licenses scope of work. • Tutorial website: http://www.dlt.ri.gov/pw/pwFormsPubs.htm

LOCATION

Rockwell Elementary School 1225 Hope Street, Bristol, RI 02809

SCOPE OF WORK

A) Drainage Improvements: Contractor will be responsible for:

1) The work to be done under this contract consists of the installation of new stormwater drainage to be connected to the existing stormwater drainage system in the existing playground on the west side of the school. Regrading of the area will be required as per the contract documents. Tree protection and protection of existing site features to remain will be required. Loam and seed areas that are identified in the contract documents. All to be administered at Rockwell Elementary School before August 9, 2024. Please provide lump sum bid for this work.

Bristol Warren Regional School District
00 30 00 Bid Forms

Rockwell Elementary School Drainage Improvements

The undersigned, having familiarize themselves with all local conditions affecting the cost of work, and having examined the site and all applicable Bidding Documents herein, and herein referenced, including, but not limited to, all addenda issued thereto, hereby propose to furnish all labor, material, equipment, applicable taxes and services required for proper completion of this project.

Please complete the information below as concisely as possible.
If you wish to provide additional information, please attach and reference the location of additional information.

General Information	
Legal Name	
Street Address	
City / State / Zip	
Telephone / Fax	
E-Mail Address	
Primary Contact Name **Contact Information**	
Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.	_____ **Signature** **Title**

FEE INFORMATION

Rockwell Elementary School Drainage Improvements

BASE BID: Project completion by August 9, 2024:

Lump Sum Fee: _____

Contractor/Vendor: _____

If awarded the contract, the undersigned agrees to commence starting after the issuance of a Purchase Order form, which shall be considered the Notice to Proceed. The planned **Date of Start is 5 business days from date of bid opening**.

Bidder takes no exception to terms, conditions, specifications and/or any other requirements herein unless expressly noted, and in writing to the Owner prior to the Bid

_____

Signature

Date: _____

DOCUMENT 00 50 00

AGREEMENT FORM

1.1 AGREEMENT FORM

A. The Agreement Form for this Project is AIA Document A101 - 2007, "Standard Form of Agreement between Owner and Contractor, Stipulated Sum," is hereby incorporated into the Procurement and Contracting Requirements as an attachment to this Document.

B. Attachments:
AIA Document A101-2017

END OF DOCUMENT

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

The Architect:
(Name, legal status, address and other information)

Perkins Eastman Architects | DPC
20 Ashburton Place, Floor 8
Boston, MA 02108

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ($), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ( ) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
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PAGE 1

Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

...

Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

...

Perkins Eastman Architects | DPC
20 Ashburton Place, Floor 8
Boston, MA 02108

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

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_____

(Signed)

_____

(Title)

_____

(Dated)

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DOCUMENT 00 60 00

GENERAL CONDITIONS

1.1 GENERAL CONDITIONS

A. The General Conditions for this Project is AIA Document A201 - 2007, "General Conditions of the Contract for Construction" is hereby incorporated into the Procurement and Contracting Requirements as an attachment to this Document.

B. Attachments:

AIA Document A201-2017

END OF DOCUMENT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

THE OWNER:
(Name, legal status and address)

Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

THE ARCHITECT:
(Name, legal status and address)

Perkins Eastman Architects | DPC
20 Ashburton Place, Floor 8
Boston, MA 02108

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3 CONTRACTOR

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5 SUBCONTRACTORS

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10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, 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 the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;
.2 The amount of the adjustment, if any, in the Contract Sum; and
.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

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§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

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§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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.1 employees on the Work and other persons who may be affected thereby;
.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property
If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances
§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

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approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- **.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- **.2** that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- **.1** cease operations as directed by the Owner in the notice;
- **.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- **.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

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§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

Init.
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§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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PAGE 1

Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

...

Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

...

Perkins Eastman Architects | DPC
20 Ashburton Place, Floor 8
Boston, MA 02108

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:01:00 ET on 05/24/2024 under Order No. 3104239461 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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DOCUMENT 00 61 00

CONTRACTOR'S QUALIFICATION STATEMENT

PART 1 - CONTRACTOR'S QUALIFICATION STATEMENT

A. The Contractor's Qualification Statement for this Project is AIA Document A305-1986, "Contractor's Qualification Statement" is hereby incorporated into the Procurement and Contracting Requirements as an attachment to this Document.

B. Attachments:

AIA Document A305-1986

END OF DOCUMENT

AIA® Document A305® – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:
(Organization name and address.)

SUBMITTED TO:
(Organization name and address.)
Bristol Warren Regional School District
235 High St., Bristol, RI 02809

TYPE OF WORK TYPICALLY PERFORMED
(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:
(Check all that apply.)

[ ] Exhibit A – General Information
[ ] Exhibit B – Financial and Performance Information
[ ] Exhibit C – Project-Specific Information
[ ] Exhibit D – Past Project Experience
[ ] Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION
The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative Signature **Date**

Printed Name and Title

NOTARY
State of:
County of:
Signed and sworn to before me this day of

Notary Signature

My commission expires:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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PAGE 1

Bristol Warren Regional School
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235 High St., Bristol, RI 02809

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_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A305® – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ A.1 ORGANIZATION
§ A.1.1 Name and Location
§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status
§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

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.4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

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§ **A.3.3** Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ **A.3.4** Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ **A.3.5** Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ **A.4.1** Identify three client references:
(Insert name, organization, and contact information)

§ **A.4.2** Identify three architect references:
(Insert name, organization, and contact information)

§ **A.4.3** Identify one bank reference:
(Insert name, organization, and contact information)

§ **A.4.4** Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

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AIA® Document A305® – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.
(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than $75,000?
(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

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.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than $75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:
(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?

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AIA® Document A305® – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

PROJECT:
(Name and location or address.)

CONTRACTOR'S PROJECT OFFICE:
(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT
(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST
Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK
§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

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§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

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§ **C.4.3** Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ **C.5 SURETY**

§ **C.5.1** If requested, will your organization be able to provide a performance and payment bond for this Project?

§ **C.5.2** Surety company name:

§ **C.5.3** Surety agent name and contact information:

§ **C.5.4** Total bonding capacity:

§ **C.5.5** Available bonding capacity as of the date of this qualification statement:

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AIA® Document A305® – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

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BWRSD ROCKWELL DRAINAGE IMPROVEMENTS PROJECT

AIA A305 STATEMENT OF QUALIFICATIONS SCORING RUBRIC

			MANDATORY REQUIREMENTS					Management Experience					
			No Points					(50 pts; min of 25 required)					
		Potential Points						5	5	15	20	5	
Reviewer	Trade	Bidder	Bid Bond	Licensed in State of RI	Copy of Insurance	Acknowledgement of Addenda	Bid Form Complete & Signed	Organaiztion	Licensing	Experience	References	Financing	SUB-TOTAL
TBD	SITE	XYZ CO	yes	yes	yes	yes	yes	5	5	15	20	5	50
TBD	SITE	ABC CO	yes	yes	yes	yes	yes	5	5	10	12	5	37
TBD	SITE	123 CO	yes	no	yes	yes	yes	5	0	10	3	0	18

Organization (5 Points)	Licensing (5 Points)	Experience (15 Points)	References (20 Points)	Financing (5 Points)
Less than 5 Years: 2 Points	RI License: 5 Points	No Lawsuits/Incomplete Projects: 15 Points	All Positive: 20 Points	Assets > Liabilities: 5 Points
5-10 Years: 3 Points	No RI License: 0 Points	Lawsuits: 10 Points MAX	Mostly Positive: 10 Points	Liabilities > Assets: 0 Points
10-15 Years: 4 Points		Incomplete Projects: 5 Points MAX	Negative: 3 Points MAX	
15+ Years: 5 Points		Incomplete Response: 0 Points	Non-responsive: 0 Points	

DOCUMENT 00 62 00

BID BOND

PART 1 - CONTRACTOR'S QUALIFICATION STATEMENT

A. The Bid Bond for this Project is AIA Document A310-1986, "Bid Bond" is hereby incorporated into the Procurement and Contracting Requirements as an attachment to this Document.

B. Attachments:

AIA Document A310-1986

END OF DOCUMENT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

BOND AMOUNT: $

PROJECT:
(Name, location or address, and Project number, if any)
Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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(728065364)

Signed and sealed this day of ,

	(Contractor as Principal) *(Seal)*
(Witness)	*(Title)*
	(Surety) *(Seal)*
(Witness)	*(Title)*

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PAGE 1

Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

...

Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:01:41 ET on 05/24/2024 under Order No. 3104239461 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ – 2010, Bid Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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DOCUMENT 00 63 00

PERFORMANCE BOND

PART 1 - CONTRACTOR'S QUALIFICATION STATEMENT

A. The Performance Bond for this Project is AIA Document A312-2010, "Performance Bond" is hereby incorporated into the Procurement and Contracting Requirements as an attachment to this Document.

B. Attachments:

AIA Document A312-2010

END OF DOCUMENT

AIA® Document A312® – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)
Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

CONSTRUCTION CONTRACT
Date:
Amount: $
Description:
(Name and location)
Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: $
Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
Perkins Eastman Architects | DPC

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Init.
/
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User Notes:
(960639598)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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AIA® Document A312® – 2010

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PAGE 1

Bristol Warren Regional School District
235 High Street
Bristol, RI 02809

...

Rockwell Elementary School Drainage Improvements
1225 Hope Street
Bristol, RI 02809

...

Perkins Eastman Architects | DPC

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:00:38 ET on 05/24/2024 under Order No. 3104239461 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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SECTION 00 73 39

MBE/WBE Requirements

In accordance with RI Gen. Law § 37-14.1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). In order for the Owner to be eligible for RIDE School Housing Aid reimbursement, RIDE regulations require that Minority business enterprises shall be included in all procurements and construction projects under this chapter and shall be awarded a minimum of fifteen percent (15%) of the dollar value of the entire procurement or project. Of that fifteen percent (15%), minority business enterprises owned and controlled by a minority owner, as defined in § 37-14.1-3, shall be awarded a minimum of seven and one-half percent (7.5%), and minority business enterprises owned and controlled by a woman shall be awarded a minimum of seven and one-half percent (7.5%).

Annually, by October 1, the department of administration shall submit a report to the general assembly on the status of achieving the aforementioned participation requirements in the most recent fiscal year. The director of the department of administration is further authorized to establish by rules and regulation the certification process and formulas for giving minority business enterprises a preference in contract and subcontract awards.

MBE/WBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO).

1.1 REQUIREMENTS

A. The requirements for Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) participation established for this Contract are as set forth above, in RIGL and in the Owner/Contractor Agreement.

B. For convenience, the current directory of firms certified as MBEs or WBEs may be accessed at: http://odeo.ri.gov/offices/mbeco/mbe-wbe.php

1.2 MBE/WBE PARTICIPATION CREDIT

A. If the Contractor is itself an MBE or a WBE, MBE/WBE participation credit shall be given in an amount equal to the entire Contract Price. If the Contractor is not an MBE or WBE, then MBE/WBE participation credit will be given for the value of the Work that is performed by each MBE or WBE subcontractor or sub-subcontractor.

B. If the Contractor is a joint venture with one or more MBE/WBE joint ventures, MBE/WBE participation credit shall be given to the joint venture as follows:
   1. If the joint venture is certified as an MBE or WBE, MBE/WBE Participationcredit shall be given in an amount equal to the entire Contract Price.
   2. If the joint venture is not certified as an MBE or WBE by ODEO, MBE/WBE participation credit shall be given to the joint venture for the value of the Work that is performed bythe MBE/WBE joint venture(s), and for the value of the Work that is performed by each MBE or WBE subcontractor or sub-subcontractor.

C. If an MBE/WBE supplies, but does not install equipment or materials, MBE/WBE participation credit shall be given only if the MBE/WBE supplier is regularly engaged in sales of equipmentor supplies to the construction industry from an established place of business. A contractor may count toward its MBE/WBE requirement the total bid price for its expenditures of its materials and supplies required under a contract and obtained from a MBE/WBE regular supplier.

D. MBE participation credit shall be given for the work performed by MBEs only, and WBE participation credit shall be given for the work performed by WBEs only. MBE participation may not be substituted for WBE participation, nor may WBE participation be substituted for MBE participation.

E. A signed and certified schedule of MBE and WBE participation demonstrating compliance with the requirements will be required prior to award and contract execution. Any adjustments to the participation schedule must be approved in writing by the awarding authority, acceptance of changes by the awarding authority shall be a pre-requisite to each monthly payment application.

1.3 SUBCONTRACTS WITH MBE/WBES

A. Within thirty (30) days after the award of this Contract, the Contractor shall (i) execute a subcontract with each MBE/WBE subcontractor identified in the participation schedule Approved by the Awarding Authority, (ii) cause its subcontractors to execute a sub-subcontract with each MBE/WBE sub-subcontractor, and (iii) furnish the Awarding Authority with a signed copy of each such subcontract and sub-subcontract.

1.4 PERFORMANCE OF CONTRACT WORK BY MBE/WBES

A. The Contractor shall not perform with its own organization or subcontract or assign to any other firm work designated to be performed by any MBE/WBE in the Schedule of MBE/WBE Participation without the prior Approval of the Awarding Authority, nor shall any MBE/WBE assign or subcontract to any other firm, or permit any other firm to perform any of its MBE/WBE Work without the prior Approval of the Awarding Authority. Any such unapproved assignment, subcontracting, sub-subcontracting, or performances of MBE/WBE Work by others shall be a change in the MBE/WBE Work for the purposes of this Contract.

B. The Contractor shall be responsible for monitoring the performance of MBE/WBE Work to ensure that each scheduled MBE/WBE performs its own MBE/WBE Work with its own workforce.

C. The Contractor and each MBE/WBE shall provide the Awarding Authority with all information and documentation that the Awarding Authority determines is necessary to ascertain whether or not an MBE/WBE has performed its own MBE/WBE Work. At the discretion of the Awarding Authority, failure to submit such documentation to the Awarding Authority shall establish conclusively for the purpose of giving MBE/WBE participation credit under this Contract that such MBE/WBE did not perform such work.

D. With each progress payment request submitted by the Contractor to the Awarding Authority, the Contractor must provide the Contractor Progress Payment Report indicating the value of payments for each MBE and WBE firms for that period.

1.5 NOTIFICATION OF CHANGES IN MBE/WBE WORK

A. If at any time during the performance of the Contract the Contractor determines or has reason to believe that a scheduled MBE/WBE is unable or unwilling to perform its MBE/WBE Work, or that there has been or will be a change in any MBE/WBE Work, or that the Contractor will be unable to meet the MBE/WBE participation requirement(s) for this Contract for any reason, the Contractor shall immediately notify the Awarding Authority Contract Compliance Office in writing of such circumstances.

B. Any notice of a change in MBE/WBE Work pursuant to subparagraph “A” above shall include a revised Schedule of MBE/WBE Participation, and additional or amended Letters of Intent and subcontracts, as the case may be.

1.6 SUSPENSION OF PAYMENT AND/OR PERFORMANCE FOR NONCOMPLIANCE

A. If at any time during the performance of this Contract, the Awarding Authority determines or has reason to believe that (1) there has been a change or reduction in any MBE/WBE Work which will result in the Contractor failing to meet the MBE/WBE participation requirement(s) for this Contract, other than a reduction in MBE/WBE Work resulting from a change in the Contract work ordered by the Awarding Authority, and (2) the Contractor has failed to comply fully with all of the terms and conditions above, the Awarding Authority may:
   1. Suspend payment to the Contractor of an amount equal to the value of the work which was to have been performed by an MBE/WBE pursuant to the Contractor's Schedule of MBE/WBE Participation but which was not so performed, in order to ensure that sufficient Contract funds will be available if liquidated damages are assessed pursuant to paragraph 9, and/or
   2. Suspend the Contractor's performance of this Contract in whole or in part.

B. The Awarding Authority shall give the Contractor prompt written notice of any action taken pursuant to paragraph A above and shall give the Contractor and any other interested party, including any MBE/WBEs, an opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article, or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite State authorities to participate in any proceedings undertaken pursuant to this paragraph.

C. Upon a showing that the Contractor is in full compliance with the requirements of this Article, or that the Contractor has met or will meet the MBE/WBE participation requirements for this Contract, the Awarding Authority shall release any funds withheld pursuant to clause A (1) above, and lift any suspension of the Contractor's performance under clause A (2) above.

1.7 LIQUIDATED DAMAGES; TERMINATION

A. If payment by the Awarding Authority or performance by the Contractor is suspended by the Awarding Authority as provided in paragraph 1.8 above, the Awarding Authority shall have the following rights and remedies if the Contractor thereafter fails to take all action necessary to bring the Contractor into full compliance with the requirements of this Article, or if full compliance is no longer possible because the default of the Contractor is no longer susceptible to cure, if the Contractor fails to take such other action as may be required by the Awarding Authority to meet the MBE/WBE participation requirements set forth in this Contract:
   1. The Awarding Authority may terminate this Contract, and/or
   2. The Awarding Authority may retain from final payment to the Contractor, as liquidated damages, an amount equal to the difference between:
      - The total of the MBE/WBE participation requirements set forth in this Contract, and;
      - The amount of MBE/WBE participation credit earned by the Contractor for MBE/WBE Work performed under this Contract as determined by the Awarding Authority, the parties agreeing that the damages for failure to meet the MBE/WBE participation requirements are difficult to determine and that the foregoing amount to be retained by the Awarding Authority represents the parties' best estimate of such damages. Any liquidated damages will be assessed separately for MBE and WBE participation.

B. Before exercising its rights and remedies hereunder, the Awarding Authority may give the Contractor and any other interested party another opportunity to present evidence to the Awarding Authority that the Contractor is in compliance with the requirements of this Article or that there is some justifiable reason for waiving the requirements of this Article in whole or in part. The Awarding Authority may invite State authorities to participate in any proceedings undertaken

hereunder.

1.8 REPORTING REQUIREMENTS

A. The Contractor shall submit to the Awarding Authority all information or documentation that is necessary in the judgment of the Awarding Authority to ascertain whether or not the Contractor has complied with any of the provisions of this Article.

1.9 MBE/WBE FORMS

B. The following MBE/WBE forms, which are bound in this Project Manual as an attachment tothis Document shall be used for this Contract:

END OF DOCUMENT

State of Rhode Island and Providence Plantations Office of Diversity, Equity and Opportunity (ODEO) Minority Business Enterprise Compliance Office Minority Business Enterprise Utilization Plan

Company Name: _____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: _____ # of MBE Subcontractors/Suppliers used: _____

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	ertified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you

may receive MBE participation credit only for the fees and commissions charged for the procurement of the good and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at http://odeo.ri.gov/.

Signature of Authorized Agent of Business:_____ Date:
_____

Send Completed Form to: Dorinda Keene, Assistant Administrator - MBE
Office of Diversity, Equity and Opportunity (ODEO) Minority Business Enterprise Compliance Office One Capitol Hill, 3rd Floor
Providence, RI 02908
Phone: (401) 574-8670
Dorinda.Keene@doa.ri.gov

SECTION 00 7343

WAGE RATE REQUIREMENTS

1.1 APPLICABLE LAWS

A. Provisions of the Contract Documents shall be subject to applicable provisions of law, including, without limitation, Rhode Island General Law 37-13 and the general 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 are used in excess of $1,000. Contractors must refer to the applicable Davis Bacon Wage Determination rate schedule found online at the U.S. System for Award Management (SAM) to determine the prevailing wage rates for a public works construction project. The prevailing wage rates to be applied are those that are effective as of the date of the awarding of the contract to the general contractor. Contractors must also adjust employees' hourly wage rates (if applicable) every July 1st in accordance with any updated Davis Bacon Wage Determination rates.
   1. All applicable provisions of law are a part of this Contract.
   2. Incorrect citations of statutes in this Document shall not relieve Contractor of its obligations under law. In case of a conflict between the Contract Documents and applicable statutes, the provisions of law shall govern.

END OF DOCUMENT

STATEMENT OF COMPLIANCE

DATE:_____

I, _____ **do hereby state:**
(print name & title of signatory party)

(1.) That I pay or supervise the payment of the persons employed by_____
(contractor or subcontractor)
_____on the _____ the during the payroll
(building or work)
period commencing on the _____ day of _____, 20__, and ending the _____ day of _____, 20__, 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 _____ from the full weekly wages earned by any
(contractor or subcontractor)
person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deduction as defined in Rhode Island General Laws 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 perform.

(3.) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State Apprenticeship Council recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(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

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 contract.

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

PLEASE PRINT Name and Title of Owner or Officer of the Corporation:
Signature:
The willful falsification of any of the above statements may subject the contractor or subcontractor to a $100 per day fine and be deemed guilty of a misdemeanor.

Rhode Island Department of Labor

Division of Professional Regulation/Prevailing Wage
1511 Pontiac Avenue Building 70
P.O. Box 20390 Cranston, RI 02920-0944

Certified Weekly Payroll

Contractor: _____ **Subcontractor:** _____
Address: _____ **Phone #:**_____ **Address:** _____ **Phone #:**_____
For Week Ending: _____ **Project/Location:** _____ **Wage Decision No.:**_____ **Date of Decision:**_____

Name, Address Phone & SS # of Employee	Work Classification	Date:	S	M	T	W	T	F	S	Total Hrs for Period	Hourly Rate	Hourly Fringe (C=Add.'l Hrly Pmt) (FB=Bonafide Fringe)	Gross Amt this Project	Deductions						
			Hours Worked Each Day											Social Security	Medicare	Federal Withheld	State Withheld	RI TDI	Other	Net
		P.S.										C:								
		P.O.										FB:								
		R.H.																		
		R.O.																		
		P.S.										C:								
		P.O.										FB:								
		R.H.																		
		R.O.																		
		P.S.										C:								
		P.O.										FB:								
		R.H.																		
		R.O.																		
		P.S.										C:								
		P.O.										FB:								
		R.H.																		
		R.O.																		
		P.S.										C:								
		P.O.										FB:								
		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**

Monthly Employment Utilization Report

U.S. Department of Labor

Employment Standards Administration
Office of Federal Contract Compliance Programs

This report is required by Executive Order 11246, Sec. 203. Failure to report can result in contracts being cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts of federally assisted construction contracts.	1. Covered Area (SMSA or EA)	2. Employers I.D. No.	OMB No. 1215-01633 Expires: 12/13/92

3. Current Goals Minority Female	4. Reporting Period From To	Name and Location of Contractor	Federal Funding Agency

5. CONSTRUCTION TRADE	Classifications	6. TOTAL FEDERAL & NON-FEDERAL CONSTRUCTION WORK HOURS										7, Minority Percentage	8. Female Percentage	9. Total Number of Employees		10. Total Number of Minority Employees	
		6a. Total All Employees By Trade		6b. Black (Not of Hispanic Origin)		6c. Hispanic		6d. Asian or Pacific Islander		6e. American Indian or Native American							
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
	Journey Worker																
	Apprentice																
	Trainee																
	Sub-Total																
Total Journey Worker																	
Total Apprentices																	
Total Trainees																	
Grand Total																	

11. Company Official's Signature and Title	12. Telephone Number (Include area code)	13. Date Signed	Page of

Form CC-257
Rev. Jan. 1992

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty {30) days' prior written notice by certified mail, has been given to the District.

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverage:
   a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insureds as respects : liability arising out of activities performed by or on behalf of the contractor ; products and completed operations of the contractor; premises owned, leased or used by the contractor . The coverage shall contain no special limitations on the scope of protection afforded to the District.
   b. The contractor's insurance coverage shall be the primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.
   c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District.
   d. Coverage shall state that the contractor insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

1. Insurance is to be placed with insurers with a Best rating of no less than A: VII.

2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the District, Superintendent and/or the Chief Financial Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.

Appendix B

State of Rhode Island
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office Minority Business Enterprise Utilization Plan

Company Name:_____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: ____ # of MBE Subcontractors/Suppliers used:

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the goods and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at www.mbe.ri.gov .

Signature of Authorized Agent of Business: _____ Date: _____

Appendix A

INSURANCE EXHIBIT

The professional individual or firm shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "Bristol Warren Regional School District" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District and Superintendent and/or Chief Financial Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.

Minimum Limits of Insurance

1. Comprehensive general liability: $1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability: limits of $1,000,000 per occurrence.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

SECTION 011000

GENERAL REQUIREMENTS

1.1 General Provisions
1.2 Project Requirements
1.3 Specification Information
1.4 Definitions
1.5 Industry Standards
1.6 Codes and Regulations
1.7 Progress Schedule
1.8 Schedule of Values
1.9 Payment Requests
1.10 Procedures and Controls
1.11 Submittals
1.12 Warranties
1.13 Cutting and Patching
1.14 Temporary Facilities and Utilities
1.15 Products and Substitutions
1.16 Delivery, Storage and Handling
1.17 Owner-Furnished (OFCI) Products
1.18 Labels
1.19 Record Documents
1.20 Project Close Out
1.21 Final Cleaning and Repair

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 PROJECT REQUIREMENTS

A. Project Identification: Rockwell elementary School Drainage Improvements

B. Sustainable Design Intent: Comply with project requirements intended to achieve sustainable design, measured and documented according to NE CHPS v4.0 refer to Section 018110, SUSTAINABLE DESIGN REQUIREMENTS for requirements.

C. Project Requirements for Temporary Utilities and Facilities:

1. Toilet Facilities: The Owner will allow designated toilet facilities within the building to be used by Contractor's personnel. Coordinate with School District’s facilities manager at the start of construction

D. Permits and Fees: Apply for, obtain, and pay for permits, fees, and utility company backcharges required to perform the work. Submit copies to Architect.

E. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Architect.

F. Dimensions: Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings.

G. Existing Conditions: Notify Architect of existing conditions differing from those indicated on the drawings.

H. Contractor's Conduct on Premises: The Contractor and their employees shall behave in a respectful, courteous and safe manner. Abusive, harassing, and lewd behavior is prohibited. Music playing is prohibited. Alcohol, tobacco, and drug use is prohibited.

1.3 SPECIFICATION INFORMATION

A. These specifications are a specialized form of technical writing edited from master specifications and contain deviations from traditional writing formats. Capitalization, underlining and bold print is only used to assist reader in finding information and no other meaning is implied.

B. Except where specifically indicated otherwise, the subject of all imperative statements is the Contractor.

C. Sections are generally numbered in conformance with Construction Specifications Institute Masterformat System. Numbering sequence is not consecutive. Refer to the Table of Contents for names and numbers of sections included in this Project.

D. Pages are numbered separately for each section. Each section is noted with "End of Section" to indicate the last page of a section.

1.4 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.5 INDUSTRY STANDARDS

A. Referenced standards are part of the Contract Documents and have the same force and effect as if bound with these specifications.

B. Except where specifically indicated otherwise, comply with the current standard in effect as of the date of the Owner/Contractor Agreement. Obtain copies of industry standards directly from publisher.

C. The titles of industry standard organizations are commonly abbreviated; full titles may be found in Encyclopedia of Associations or consult Architect.

1.6 CODES AND REGULATIONS

A. Comply with all applicable codes, ordinances, regulations and requirements of authorities having jurisdiction.

B. Submit copies of all permits, licenses, certifications, inspection reports, releases, notices, judgments, and communications from authorities having jurisdiction to the Architect.

1.7 PROGRESS SCHEDULE

A. Provide comprehensive bar chart schedule showing all major and critical minor portions of the work, sequence of work and duration of each activity. Update and reissue regularly, but not less than monthly.

1.8 SCHEDULE OF VALUES

A. Prepare Schedule of Values to coordinate with application for payment breakdown. Submit at least 10 days before first payment application. Update and reissue regularly, but not less than monthly.

1.9 PAYMENT REQUESTS

A. Provide three copies of each request on completely filled out copies of AIA G702 and continuation sheet G703. Substantiate requests with complete documentation; include change orders to date. Provide partial lien waivers for work in progress and full lien waivers for completed work.

B. As-Constructed Record Drawing Certification: Certify as a part of each application for payment that the project as-constructed record documents are current at the time of application is submitted. The Contractor shall require such drawings to be current as a condition of approving any payment to the trade Contractor and Subcontractor.

C. Before first payment application, provide the following:

1. List of subcontractors, suppliers and fabricators.
2. Schedule of values.
3. Progress schedule.
4. Submittal schedule keyed to project schedule.
5. List of Contractor's key project personnel.
6. Copies of permits and other communications from authorities.
7. Contractor's certificate of insurance.

8. Performance and payment bonds if required.
9. Unit price schedule.

D. Before final payment application, provide and complete the following:

1. Complete closeout requirements.
2. Complete punch list items.
3. Settle all claims.
4. Transmit record documents to Architect. Include statement that Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work have been incorporated in the as-constructed record drawings.
5. Prove that all taxes, fees and similar obligations have been paid.
6. Remove temporary facilities and surplus materials.
7. Change lock cylinders or cores.
8. Clean the work.
9. Submit consent of surety, if any, for final payment.

1.10 PROCEDURES AND CONTROLS

A. Project Meetings: Arrange for and attend meetings with the Architect and such other persons as the Architect requests to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's field superintendent. An authorized representative of any subcontractor or sub-subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules and manpower. Any notices required under the Contract may be served on such representatives. Written reports of meeting minutes shall be prepared by the Contractor and distributed by the Contractor to attendees, the Architect, and Owner within three business days.

1. Pre-Construction Conference: Attendance by Architect, Contractor, major subcontractors. Agenda shall include: Quality of workmanship, coordination, interpretations, job schedule, submittals, approvals, requisition procedures, testing, protection of construction, indoor air quality, and construction waste management.
2. Progress Meetings: Hold regularly before preparation of payment requests and additional meetings as requested by the Architect. Attendance by Architect, Contractor, and others as determined by Contractor. Agenda shall include work in progress and payment requests.

B. Emergency Contacts: Furnish the Owner and Architect, in writing, the names and telephone numbers of individuals to be contacted in the event of an out-of-hours emergency at the building site. Post a similar list readily visible from the outside of the field office or a location acceptable to the Architect.

C. Layout: Layout work and be responsible for all lines, elevations, and measurements of the building, grading, utilities and other work executed under the contract. Retain a registered professional engineer or registered land surveyor, acceptable to the Architect, to initially establish exterior lines and required elevations of all buildings and structures to be erected on the site. The registered professional engineer or registered land surveyor shall certify the actual location of the constructed facilities in relation to property lines, building lines, easements, set-backs, and other restrictive boundaries.

D. Field Measurements: Verify measurements at the site prior to ordering materials or commencing work. No extra charge or compensation will be allowed because of differences

between actual dimensions and measurements indicated on the Drawings. Differences which may be found shall be submitted to the Architect for decision before proceeding with the work.

E. Field Measurements for Fixed Equipment: Dimensions for fixed equipment to be supplied under this Contract or separate contracts shall be determined by field measurements taken jointly by the Contractor and the equipment supplier involved. A record of the field measurements shall be kept until time of substantial completion of the project, or until the equipment has been fully installed and accepted by the Owner, whichever is later. Responsibility for fixed equipment fabricated accurately to field measurements for proper fit and operation shall be that of the Contractor. Contractor shall pay all costs involved in correcting any misfitting fixed equipment as fabricated.

F. Project Limit Line: The boundaries of the site do not limit the responsibility of the Contractor to perform the work in its entirety. Make utility connections as indicated.

G. Matching: Where matching is indicated, the Architect shall be the sole and final judge of what is an acceptable match. Mockups and sample submissions are required.

H. Observation: Notify the Architect and authorities having jurisdiction at least thirty-six hours in advance of concealing any work.

I. Utilities: Prior to interrupting utilities, services or facilities, notify the utility owner and the Owner and obtain their written approval a minimum 48 hours in advance.

J. Furnishings, Fixtures, and Equipment: Cooperate and permit the Owner to install their furnishings and equipment during the progress of the work. Owner's installation of furnishings or equipment does not signify Owner's acceptance of any portion of the work.

K. Clean-Up: Frequently clean-up all waste, remove from site regularly, and legally dispose of off-site.

1. Comply with requirements of Section 017400 - CONSTRUCTION WASTE MANAGEMENT.

L. Installer's Acceptance of Conditions: All installers shall inspect substrates and conditions under which work is to be executed and shall report in writing to the Contractor all conditions detrimental to the proper execution and completion of the work. Do not proceed with work until unsatisfactory conditions are corrected. Beginning work means installer accepts previous work and conditions.

M. Coordination: The Contractor shall be fully responsible for coordinating all trades, coordinating construction sequences and schedules, and coordinating the actual installed location and interface of all work.

N. Request For Interpretation (RFIs):

1. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
   a. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
2. Content of the RFI: Include a detailed, legible description of item needing interpretation.

3. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow three working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
4. The following RFIs will be returned without action:
   a. Requests for approval of submittals.
   b. Requests for approval of substitutions.
   c. Requests for coordination information already indicated in the Contract Documents.
   d. Requests for adjustments in the Contract Time or the Contract Sum.
   e. Requests for interpretation of Architect's actions on submittals.
   f. Incomplete RFIs or RFIs with numerous errors.

O. Existing Articles of Unusual Value: If during demolition, excavation, or disposal work articles of unusual value or of historical or archaeological significance are encountered, the ownership of such articles is retained by the Owner, and information regarding their discovery shall be immediately furnished to the Architect. If the nature of the article is such that work cannot proceed without danger of damage, work in the area shall be immediately discontinued until the Architect has determined the proper procedure to be followed. Delays in time thereby shall be a condition for which the time of the Contract may be extended. Costs incurred after discovery in the salvaging of such articles shall be borne by the Owner.

1.11 SUBMITTALS

A. Required Submittals: Submit shop drawings, product data, initial selection samples, verification samples, calculations, coordination drawings, schedules, and all other submittals as specified in individual specification sections.

B. Submittal Schedule: Within 10 days after award of contract and before first application for payment, prepare list of submittals in chronological sequence showing all submittals and proposed date first due at Architect's office and proposed date due to be returned to Contractor. Note relevant specification section number.

C. Contractor's Preparation of Submittals: Modify and customize all submittals to show interface with adjacent work and attachment to building. Identify each submittal with name of project, date, Contractor's name, subcontractor's name, manufacturer's name, submittal name, relevant specification section numbers, and Submittal Schedule reference number. Stamp and sign each submittal to show the Contractor's review and approval of each submittal before delivery to Architect's office; unstamped and unsigned submittals will be returned without action by the Architect. Leave 4" x 6" open space for Architect's "action" stamp.

1. Electronic Submittals: Provide a copy of all submittals in electronic format to the Architect. Architect will return a file of reviewed submittal in electronic format to the Contractor for distribution to subcontractors, suppliers, fabricators, governing authorities and others as necessary for proper performance of the Work. Unless otherwise amenable to the Architect, additional hard copies of submittals will not be reviewed by the Architect (or Consultant) and will not be returned to the Contractor.
2. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
3. Name file with submittal number or other unique identifier, including revision identifier.
4. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
5. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Architect.

D. Product Data: Provide manufacturer's preprinted literature including, without limitation, manufacturer's standard printed description of product, materials and construction, recommendations for application and use, certification of compliance with standards, instructions for installation, and special coordination requirements. Collect data into one submittal for each unit of work or system; mark each copy to show which choices and options are applicable to project.

1. Installer Copy: Verify that the Installer has a current copy of the relevant product data, including installation instructions, before permitting installation to begin.

E. Shop Drawings: When applicable provide accurately prepared, large scale and detailed shop drawings prepared specifically for this project. Show adjacent conditions and related work. Show accurate field dimensions and clearly note field conditions. Identify materials and products in the work shown. Note special coordination required.

1. After Architect's action, follow specified distribution procedure.

F. Samples: When applicable provide units identical with final materials and products to be installed in the work. Where indicated, prepare samples to match Architect's sample. Label each sample with description, source, generic name or manufacturer's name and model number. Architect will review samples for confirmation of visual design intent, color, pattern, texture and type only; Architect will not test samples for compliance with other Contract requirements which shall remain the exclusive responsibility of the Contractor.

1. Initial Selection Samples Submittal Quantities: For initial selection purposes, submit 1 set of samples showing the complete range of colors and finishes available.
2. Verification Samples Submittal Quantities: For verification of an initial selection, submit 3 sets of samples; one set will be returned to Contractor to be maintained at project site for quality control comparisons.

G. Timing of Submittals: Submit submittals in a timely fashion to allow at least 10 business days for each office's review and handling. This means that submittals which have to be reviewed by the Architect and one of their consultants require at least 20 business days for review and handling. Add ten business days for each additional consultant who must review a submission.

H. Architect's Action on Submittals: Architect will review submittals, stamp with "action stamp", mark action, and return to Contractor. Architect will review submittals only for conformance with the design concept of the project. The Contractor is responsible for confirming compliance with other Contract requirements, including without limitation, performance requirements, field dimensions, fabrication methods, means, methods, techniques, sequences and procedures of construction, coordination with other work. The Architect's review and approval of submittals shall be held to the limitations stated in the Owner/Architect Agreement and the Conditions of the Contract. In no case shall approval or acceptance by the Architect be interpreted as a release of Contractor of their responsibilities to fulfill all of the requirements of the Contract Documents.

1. Required Resubmittal: Unless submittal is noted "reviewed" or "reviewed except as noted, resubmission not required," make corrections or changes to original and resubmit to Architect.
2. Distribution: When submittal is noted "reviewed" or "reviewed as noted, resubmittal not required," make prints or copies and distribute to Owner, Subcontractors involved, and to all other parties requiring information from the submittal for performance or coordination of related work.

1.12 WARRANTIES

A. Warranties Required: Refer to individual trade sections for specific product warranty requirements.

B. Procurement: Where a warranty is required, do not purchase or subcontract for materials or work until it has been determined that parties required to countersign warranties are willing to do so.

C. Warranty Forms: Submit written warranty to Owner through Architect for approval prior to execution. Furnish two copies of executed warranty to Owner for their records; furnish two additional conformed copies where required for maintenance manual.

D. Work Covered: Contractor shall remove and replace other work of project which has been damaged as a result of failure of warranteed work or equipment, or which must be removed and replaced to provide access to work under warranty. Unless otherwise specified, warranty shall cover full cost of replacement or repair, and shall not be pro-rated on basis of useful service life.

E. Warranty Extensions: Work repaired or replaced under warranty shall be warranted until the original warranty expiration date or for ninety days whichever is later in time.

F. Warranty Effective Starting Date: Guarantee period for all work, material and equipment shall begin on the date of substantial completion of the Project, not when subcontractor has completed their work nor when equipment is turned on. In addition to the one year guarantees for the entire work covered by these Contract Documents, refer to the various sections of the specifications for extended guarantee or maintenance requirements for various material and equipment.

G. Warranties are Irrevocable: Warranties issued to the Owner are irrevocable.

1. Non-Payment: If warrantor refuses to issue warranty, or attempts to revoke warranty due to lack of payment by any party other than the Owner, the Contractor shall resolve the payment conflict, and cause the warranty to be issued or reinstated.
2. Incomplete or incorrect Installation: If warrantor refuses to issue warranty, or attempts to revoke warranty due to improper installation or other deficiency, the Contractor shall correct the deficiency and cause the warranty to be issued or reinstated.

H. Transferable Warranties: All warranties shall permit Owner to transfer or assign warranties to future owners or other assignors at no additional cost to the Owner for the full warranty period.

1.13 CUTTING AND PATCHING

A. Limitations: Do not cut and patch any work in a manner that would result in a failure of the work to perform as intended, decreased energy performance, increased maintenance, decreased operational life, or decreased safety.

B. Cutting and Patching Materials: Use materials identical to materials to be cut and patched. If identical materials are not available or cannot be used, use materials that match existing materials to the greatest extent possible. Provide finished work that will result in equal to or better than existing performance characteristics.

C. Inspection: Before cutting and patching, examine surfaces and conditions under which work is to be performed and correct unsafe and unsatisfactory conditions prior to proceeding.

D. Protection: Protect adjacent work from damage. Protect the work from adverse conditions.

E. Cutting: Cut work using methods least likely to damage adjoining work. Use tools designed for sawing or grinding, not hammering or chopping. Use saws or drills to ensure neat, accurately formed holes to sizes required with minimum disturbance to adjacent work. Temporarily cover openings; maintain weathertightness and safety.

1. Utilities: Locate utilities before cutting. Provide temporary utilities as needed. Cap, valve, or plug and seal ends of abandoned utilities to prevent entrance of moisture or other foreign matter.

F. Qualifications: Retain experienced and specialized firms, original installers if possible, to perform cutting and patching. Workmen shall be skilled in type of cutting and patching required.

1.14 TEMPORARY FACILITIES AND UTILITIES

A. Scope of Temporary Work: This article is not intended to limit the scope of temporary work required under the Contract. Provide all temporary facilities and utilities needed.

B. Permits and Fees: Obtain and pay for all permits, fees and charges related to temporary work.

C. Codes and Authorities Having Jurisdiction for Temporary Facilities and Utilities: Comply with all requirements of authorities having jurisdiction, codes, utility companies, OSHA, and industry standards including, but not limited to the following:

1. ANSI-A10 Series, Safety Requirements for Construction and Demolition.
2. NECA National Joint Guideline NJG-6, Temporary Job Utilities and Services.
3. Electrical Service: NEMA, NECA, and UL.

D. Field Offices: Provide Contractor's field offices as needed. Keep current copies of all Contract Documents and project paperwork neatly on file at jobsite. Permit Architect's unrestricted use of Contractor's field office facilities including copiers, telephones, plan tables, and other equipment. Furnish, maintain, and pay for light, power, phone, fax, and other field office services.

E. Shops and Sheds: At Contractor's option, provide shops and sheds for Contractor's use as needed. Locate shops and sheds where acceptable to Owner and authorities having jurisdiction. Prior to completion of construction, temporary storage facilities and surplus stored materials shall be removed from the site.

F. Pumping and Drainage: Protect excavations, trenches, buildings and materials from rain water, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin. Promptly remove any accumulation of water. Provide and operate all pumps, piping and other equipment necessary for pumping, drainage and protection from water.

G. Equipment and Tools: Provide all equipment including, but not limited to, hoists, lifts, scaffolding, machines, tools and the like, as needed for execution of the work. Provide safe access to all parts of the work.

H. Streets, Walks and Grounds: Maintain public and private roads and walks clear of debris caused by construction operations. Repair all damage caused to streets, drives, curbs, sidewalks, fences, poles and similar items where disturbed or damaged by building construction and leave them in as good condition after completion of the work as before operations started.

I. Protection: Protect nearby property and the public from construction activities. Provide and maintain barricades, warning signs and lights, railings, walkways and similar items. Immediately repair damaged property to its condition before being damaged.

J. Public Services: Provide temporary public services such as, street lighting, night lighting, sidewalks, covered passages, signs, signals and the like, as requested by authorities having jurisdiction.

K. Construction Fencing: Provide construction fencing and barriers as applicable to the project and as required by code to protect personnel, the public, and to control access.

L. Security: Secure site against unauthorized entry at all times. Provide secure, locked temporary enclosures. Protect the work at all times. Provide watchman service, if necessary, to protect the work.

M. Fire Prevention: Take every precaution to prevent fire. Provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and comply with recommendations regarding fire protection made by the representative of the fire insurance company carrying insurance on the Work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

N. Egress: Maintain safe and legal means of egress at all times. At all times, provide at least two separate means of egress.

1.15 PRODUCTS AND SUBSTITUTIONS

A. Specified Products: In all cases in which a manufacturer's name, trade name or other proprietary designation is used in connection with materials or articles to be furnished under this Contract, whether or not the phrase "or equal" is used after such name, the Contractor shall provide the product of the named manufacturers without substitution, unless a written request for a substitution has been submitted by the Contractor and approved in writing by the Architect.

B. Deviations from Detailed Requirements: If the Contractor proposes to use material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract Documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the materials is submitted for approval, and shall request written approval of the deviation from the requirements of the Contract Documents.

C. Approval of Substitutions: In requesting approval of deviations or substitutions, the Contractor shall provide evidence, including, but not limited to manufacturer's data, leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that attainable if the detailed requirements of the Contract Documents were strictly followed. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.

D. Intent of Contract Documents: The Contract Documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes on the basis of the suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which in the Architect's opinion, would be out of

character, obtrusive, or otherwise inconsistent with the character or quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall furnish the substituted material in any color, finish texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.

E. Additional Costs or Impact: Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner and the Architect. Any decrease in the cost of the substitution shall be returned to the Owner.

F. Manufacturers: To the greatest degree possible, provide primary materials and products from one manufacturer for each type or kind. Provide secondary materials as recommended by manufacturers of primary materials.

G. Substitution Requests: Refer to Section 016200 - SUBSTITUTION REQUEST FORM. Submit 3 copies. Identify product to be replaced by substitute by reference to specification sections and drawing numbers. Provide Contractor's certification and evidence to prove compliance with Contract Document requirements as acceptable to Architect.

H. Substitution Conditions: Substitution requests will be returned without action unless one of the following conditions is satisfied. The Contractor shall state which of the following conditions applies to the requested substitution:

1. Request is due to an "or equal" clause.
2. Specified material or product cannot be coordinated with other work.
3. Specified material or product is not acceptable to authorities having jurisdiction.
4. Substantial advantage is offered Owner in terms of cost, time, or other valuable consideration.
5. Specified material or product is not available.

I. Invalid Substitutions: Contractor's submittal and Architect's acceptance of shop drawings, samples, product data or other submittal is not a valid request for, nor an approval of a substitution unless the Contractor presents the information when first submitted as a Request for Substitution.

J. Substitution Requests and Sustainable Design Intent:

1. Proposed substitutions may be rejected where data is not provided or where data that is significantly different than specified materials would negatively impact the project’s sustainable design intent.
2. Data which impacts sustainable design intent includes, but is not limited to, location of manufacture, recycled content, and indoor air quality.

K. Compatibility of Materials Used in the Work:

1. Ensure complete compatibility between materials.
2. Compatibility shall include adhesion, erosion, solubility, differential thermal response, and galvanic action.
3. Provide evidence of compatibility.
4. Provide custom testing where evidence is not available.
5. Where materials are not compatible, provide necessary isolation or transition materials and provide details of same.

6. Correct defects resulting from incompatibility including de-construction and re-construction of assemblies – whether materials are part of a submittal and substitution process or not.
7. Proposed substitutions may be rejected where compatibility information is not provided; or where compatibility is not adequately addressed, according to the Architect's judgment; or where incompatible materials would negatively impact the project's success.

1.16 DELIVERY, STORAGE AND HANDLING

A. Manufacturer's Instructions: Strictly comply with manufacturer's instructions and recommendations and prevent damage, deterioration and loss, including theft. Minimize long-term storage at the site. Maintain environmental conditions, temperature, ventilation, and humidity within range permitted by manufacturers of materials and products used.

1.17 LABELS

A. Labels, Trademarks, & Tradenames: Locate required labels on inconspicuous surfaces. Do not provide labels, nameplates, or trademarks which are not required. Provide permanent data plate on each item of equipment stating manufacturer, model, serial number, capacity, ratings and all other essential data.

1.18 RECORD DOCUMENTS

A. Definition of As-Constructed Record Drawings: (commonly called "as-builts") are the record of the Project as constructed based on information the Contractor provides to the Owner under the contract for construction. Because the As-constructed Record Drawings will be based on the Contractor's mark-ups, the Architect is not responsible for the accuracy or completeness of the As-constructed Record Drawings.

B. Definition of As-Designed Record Drawings: The record of everything the Architect designed for the Project, and including the original Construction Documents plus all addenda, Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work.

C. General: Keep as-constructed record documents neatly and accurately. Record information as the work progresses and deliver to Architect at time of final acceptance. Include in record documents all field changes made, all relevant dimensions, and all relevant details of the work. Keep record documents up to date with all Architect's Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work clearly indicated.

D. Drawings: Keep one separate sets of blackline prints at the site. Neatly and accurately note all deviations from the Contract Documents and the exact actual location of the work as installed. Marked-up and colored prints will be used as a guide to determine the progress of the work installed. Requisitions for payment will not be approved until the record documents are accurate and up-to-date.

1. Work Outside Building: Record data outside of building to an accuracy of plus or minus 1 inch and determine and record the invert elevation of all drain lines.
2. At completion of the work, submit one complete set of marked-up as-built prints for review. After acceptance, these marked-up as-built prints shall be used in the preparation of the as-built drawings.

E. Specifications: Maintain one clean copy of complete specifications including addenda, modifications, and bulletins with changes, substitutions, and selected options clearly noted. Circle or otherwise clearly indicate which manufacturer and products are actually used.

1.19 PROJECT CLOSE OUT

A. Complete the following prior to Substantial Completion:

1. Provide Contractor's Punch List of incomplete items stating reason for incompletion and value of incompletion.
2. Advise Owner of insurance change over requirements.
3. Submit all warranties, maintenance contracts, final certificates and similar documents.
4. Submit record documents.
5. Remove all temporary facilities and utilities that are no longer needed.
6. Request Architect's inspection for Substantial Completion.

B. Architect will either issue a Certificate of Substantial Completion or notify Contractor of work which must be performed prior to issue of certificate.

C. Complete the following prior to Final Acceptance and payment:

1. Obtain Certificate of Substantial Completion.
2. Submit final application for payment, showing final accounting of changes in the work.
3. Provide final releases and lien waivers not previously submitted.
4. Submit certified copy of final punch list stating that Contractor has completed or corrected each item.
5. Submit Consent of Surety for final payment.
6. Submit evidence of Contractor's continuing insurance coverage (if required by Contract Documents).

1.20 FINAL CLEANING AND REPAIR

A. Clean Up: Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises and clean and prepare the completed work in order for it to be used for its intended purpose in accordance with the Contract Documents.

PART 2 - PRODUCTS [Not Used]

PART 3 - EXECUTION [Not Used]

END OF SECTION

SECTION 017400

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 DESCRIPTION OF WORK

A. This Section includes administrative and procedural requirements for the following waste handling operations for the Work of the Contractor and all Subcontractors:

1. Salvaging nonhazardous construction and demolition waste.
2. Recycling nonhazardous construction and demolition waste.
3. Disposing of nonhazardous construction and demolition waste.

B. Related Sections include the following:

1. Section 015000 – TEMPORARY FACILITIES AND CONTROLS, for environmental-protection measures during construction.
2. Section 042000 – UNIT MASONRY, for disposal requirements for masonry waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of **<Number>** percent by weight of total waste generated by the Work.

1.5 SUBMITTALS

A. Waste Management Plan: Submit 3 copies of plan within 7 days of date established for the Notice to Proceed.

B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit three copies of report. Include separate reports for demolition and construction waste. Include the following information:

1. Material category.
2. Generation point of waste.
3. Total quantity of waste in tons (tonnes).
4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

C. Waste Reduction Calculations: Before request for Substantial Completion, submit three copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

H. Qualification Data: For Waste Management Coordinator and refrigerant recovery technician.

I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

1.6 QUALITY ASSURANCE

A. Waste Management Coordinator Qualifications: 5 years minimum experience.

B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:

1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
2. Review requirements for documenting quantities of each type of waste and its disposition.
3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.
2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
3. Total cost of disposal (with no waste management).
4. Revenue from salvaged materials.
5. Revenue from recycled materials.
6. Savings in hauling and tipping fees by donating materials.
7. Savings in hauling and tipping fees that are avoided.
8. Handling and transportation costs. Include cost of collection containers for each type of waste.
9. Net additional cost or net savings from waste management plan.

E. Forms: Prepare waste management plan on forms included at end of Part 3.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

1. Comply with Division 1 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.

B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
2. Comply with Division 1 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until installation.
4. Protect items from damage during transport and storage.
5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Owner's Use:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.
5. Protect items from damage during transport and storage.

C. Doors and Hardware: Brace open end of doorframes. Except for removing door closers, leave door hardware attached to doors.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to **[Owner] [Contractor].**

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

a. Inspect containers and bins for contamination and remove contaminated materials if found.

2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Asphaltic Concrete Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.

1. Crush asphaltic concrete paving and screen to comply with requirements in earthwork specification for use as general fill.

B. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.

C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
2. Crush concrete and screen to comply with requirements in earthwork specification for use as satisfactory soil for fill or subbase.

D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.

1. Pulverize masonry to maximum 1-1/2-inch (38-mm) size.

a. Crush masonry and screen to comply with requirements in earthwork specification for use as general fill.
b. Crush masonry and screen to comply with requirements in landscape specification for use as mineral mulch.

2. Clean and stack undamaged, whole masonry units on wood pallets.

E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.

F. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.

H. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.

1. Separate suspension system, trim, and other metals from panels and tile and sort with other metals.

J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.

1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

K. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.

L. Plumbing Fixtures: Separate by type and size.

M. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.

N. Lighting Fixtures: Separate lamps by type and protect from breakage.

O. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

P. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.

1. Comply with landscape specification requirements for use of chipped organic waste as organic mulch.

C. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

    a. Comply with landscape specification requirements for use of clean sawdust as organic mulch.

D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

    a. Comply with landscape specification requirements for use of clean ground gypsum board as inorganic soil amendment.

3.6 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 018110

SUSTAINABLE DESIGN REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.

1.2 OBJECTIVES

A. To obtain acceptable water efficiency, energy efficiency, and Indoor Air Quality (IAQ) for the completed Project and minimize the environmental impacts of construction and operation, the Contractor during the construction phase of this project shall implement the following procedures singly or in combination:

1. Select products that minimize consumption of non-renewable resources, consume reduced amounts of energy and minimize amounts of pollution to produce, and employ recycled and/or recyclable materials. To help purchasers incorporate environmental considerations into purchasing decisions, it is the intent of this project to conform with EPA's Five Guiding Principles on environmentally preferable purchasing. The five principles are:
   a. Include environmental considerations as part of the normal purchasing process.
   b. Emphasize pollution prevention early in the purchasing process.
   c. Examine multiple environmental attributes throughout a product's or service's life cycle.
   d. Compare relevant environmental impacts when selecting products and services.
   e. Collect and base purchasing decisions on accurate and meaningful information about environmental performance.
2. Control sources for potential IAQ pollutants by controlled selection of materials and processes used in project construction in order to attain superior IAQ.
3. Ensure that the construction achieves the levels of acoustical isolation, reverberation time and background noise that are reflected in the design contract documents.
   a. Owner will engage a qualified testing agency to perform acoustical testing and inspection before the acceptance of substantial completion. Any corrections of work found to be necessary in order to meet compliance of the contract documents for sound control will be done at the Contractor's expense without extension to the schedule.
4. Products and processes that achieve the above objectives to the extent currently possible and practical have been selected and included in these Construction Documents. The Contractor is responsible to maintain and support these objectives in developing means and methods for performing the work of this Contract and in proposing product substitutions and/or changes to specified processes.

1.3 DESCRIPTION OF WORK

A. Work Included: General requirements and procedures for compliance with Version 3.1 of the Northeast Collaborative for High Performance Schools (NE-CHPS) Guidelines, including all prerequisites and credits needed for the Project to be NE-CHPS verified.

1. Compliance with requirements needed to obtain NE-CHPS prerequisites and credits may be used as one criterion to evaluate substitution requests.
2. Refer to the NE-CHPS Scorecard for required credits.
3. Owner shall register project with the National CHPS organization and pay all registration and review fees.
4. Owner shall pay CHPS the costs of interpretations, certification and other administrative fees.

B. Related Work: The following items are not included in this Section and will be performed under the designated Sections:

1. Divisions 01 through 33 Sections for NE-CHPS requirements specific to the work of each of these Sections. Requirements may or may not include reference to NE-CHPS.

1.4 DEFINITIONS

A. Agrifiber Products: Composite panel products derived from agricultural fiber.

B. Composite Wood: A product consisting of wood fiber or other plant particles bonded together by a resin or binder.

C. NE-CHPS: Northeast Collaborative for High Performance Schools Guidelines, Version 3.1, with Massachusetts Addendum.

D. Forest-Stewardship Council (FSC) Certified Wood: Wood products bearing the FSC label come from forests that are managed in environmentally responsible, socially beneficial, and economically viable ways

E. Chain-of-Custody Certificates: Certificates signed by manufacturers certifying that wood used to make products was obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship." Certificates shall include evidence that manufacturer is certified for chain of custody by an FSC-accredited certification body.

F. Post-Consumer Recycled Content: Defined as materials or finished product that has served its intended consumer use and has been discarded by the consumer for recovery after use (e.g., plastic soda bottle).

G. Post-Industrial Recycled Content: Defined as recovered industrial and manufacturing material that is recycled. Scrap raw materials that can be reused in the same manufacturing process from which they were recovered are not considered Post-Industrial Recycled Content Fly-ash and synthetic gypsum, because they are waste products from coal burning electricity plants, are examples of Post-Industrial Recycled Content.

H. Bio-Based Materials: Bio-based materials contain a significant amount of materials from natural fibers, plant stalks and leaves, and plant extractions. Examples are bamboo products, wheat grass cabinetry and linoleum.

I. Salvaged or Reused Materials: Materials extracted from existing buildings in order to be reused in other buildings without be manufactured.

J. Sound Transmission Coefficient (STC): An integer rating of how well a building assembly attenuates airborne sound. It is typically used to rate interior partitions, ceilings/floors, doors, windows and exterior wall configurations (see ASTM International Classification E413 and E90).

K. Noise Isolation Class (NIC): A method for rating a partition's ability to block airborne noise transfer.

1.5 SUBMITTALS

A. General: Submit additional NE-CHPS submittals required by other Specification Sections.

B. NE-CHPS submittals are in addition to other submittals. If submitted item is identical to that submitted to comply with other requirements, submit duplicate copies as a separate submittal to verify compliance with indicated NE-CHPS requirements.

C. Submit all NE-CHPS submittals as a package with CHPS Submittal Form included at the end of this section.

1.6 QUALITY ASSURANCE AND ACOUSTICAL TESTING

A. Preinstallation Conference: Conduct a conference at the Project site to review the compliance required of NE-CHPS credits EQ 14.0 Acoustical Performance. In attendance should be:
1. All sub-contractors whose work is part of systems that will be effected, including construction of exterior backup walls and barriers, interior partitions and ceilings, making penetrations, application of acoustical sealing, installation of mechanical systems and installing acoustical treatments.
2. Owner’s independent Acoustical Testing Agent
3. Architect
4. Owner’s Project Manager
5. Commission Agent.
6. Building Envelope Commissioning Agent.

B. Testing Services: Owner will engage a qualified independent testing agency to perform field tests and inspections and prepare field reports. Testing and inspection of representative areas to determine compliance with installed systems with specified requirements shall take place as follows.
1. Acoustic Isolation – Exterior to Interior:
   a. Provide inspection of exterior sheathing installation for the entire building envelop. Exterior sheathing should achieve the level of a smoke partition level with all openings and penetration sealed.
   b. Provide inspection of the air and vapor barrier of building envelop. Air barrier and vapor barrier should meet the standard required in IECC and be continuous with proper transition from one material to another throughout the building.

c. Provide inspection of the insulation of the exterior wall and roof. There should be no gaps at penetrations or transition to other building elements. All gaps must be filled per specifications.

2. Acoustic Isolation – Interior Partitions:
   a. Provide inspection of the installation of each layer of GWB at all interior walls with STC rating. Each layer of GWB must be continuous from floor slab to underside of the structure with proper sealants at the top and the bottom per plan and specification. Each layer of GWB should meet the standard of a smoke partition with all openings and penetrations sealed. For walls with multiple layers of GWB, inspection of installation of each layer would be required prior to installation of the next layer of GWB.
   b. Provide inspection to confirm installation of sealant where GWB transition to another material. All openings and gaps to be sealed.
   c. At special acoustical double walls, inspection should take place prior to installation of GWB to ensure there is no bridging of the framing of the two walls.
   d. Once the construction is completed, provide testing for the STC / NIC rating for the following adjacencies. The testing locations should be as selected by NE CHPS EQ 14.0/14.1 requirements. The testing shall be performed in accordance with ASTM standard E336-09. The NIC shall be within 5 points of the laboratory STC rating.
      1) Classroom to classroom wall.
      2) Classroom to public rest room wall.
      3) Classroom to classroom floor ceiling assembly.
      4) Operable partition.
      5) Acoustically rated door system, STC 41 or higher.
3. Reverberation Time:
   a. The building interior rooms are designed with sound absorption materials to control the reverberation time meeting the NE CHPS standard.
   b. At the completion of construction, confirm all sound absorption materials have been installed per contract documents.
   c. Provide testing for reverberation time meeting CHPS standard per ANSI S12.90-2010 Part 1. Test one room for each type of Classroom (up to five Classrooms), Art Room, Music Room, Book Collection, Cafeteria, Multipurpose Room, Gym, Corridors 122, 132, 204, 222, 232, Learning Commons 102, and STEAM.
4. Background Noise:
   a. Contractor to refer to CHPS v3 updated “Acoustical Performance” pre-requisite for background noise and Contractor to facilitate testing during constuction.

PART 2 - PRODUCTS

2.1 RECYCLED CONTENT OF MATERIALS

A. For all building materials and products with the exception of plumbing, mechanical and electrical components and specialty items, such as elevators, contractor shall determine the percentage of Post-Consumer recycled content and/or Post-Industrial Recycled Content and fill out the Materials Submittal Cover Sheet located at the end of this section with that information.

1. Required weighted average recycled content value by cost to be at least 20 percent of total construction cost.

B. For each item containing recycled content listed in the Materials Submittal Cover Sheet, Contractor shall show the installed cost.

C. Contractor shall submit manufacturer product data, product literature or a letter on manufacturer letterhead verifying the percentage of post-consumer recycled content, post-industrial recycled content or both contained in each material listed in the Materials Submittal Cover Sheet. Contractor may also submit documentation from a third party certifier, such as Scientific Certification Systems (SCS) certifying that a product contains designated percentages of recycled content.

D. Utilize all on-site existing paving materials that are scheduled for demolition as granulated fill, and include the cost of this material had it been purchased in the calculations for recycled content value.

E. Verification of post-consumer and post-industrial recycled content percentages are required for all relevant materials including but not limited to:

1. Division 03 - Concrete
2. Division 04 - Masonry
3. Division 05 - Metals
4. Division 06 – Wood, Plastics and Composites
5. Division 07 - Thermal and Moisture Protection
6. Division 08 - Openings
7. Division 09 - Finishes
8. Division 10 - Specialties
9. Division 11 - Equipment
10. Division 12 – Furnishings
11. Division 31 – Earthwork
12. Division 32 – Exterior Improvements

2.2 CERTIFIED WOOD

A. For all wood-based materials, contractor shall identify the percentage of product that contains wood certified by the Forest Stewardship Council (FSC), or NWFP RPP (responsible procurement program), and shall fill out the Materials Submittal Cover Sheet located at the end of this section with that information.

1. Minimum 50 percent of wood-based materials, by cost, shall be certified in accordance with FSC, or NWFP RPP (responsible procurement program).

B. For each item containing FSC/NWFP RPP Certified wood listed in the Materials Submittal Cover Sheet, Contractor shall show the installed cost.

C. Provide vendor invoices for each wood product stating whether or not it has been harvested in accordance with the “FSC Principles and Criteria” for well-managed forests developed by the Forest Stewardship Council (FSC). Invoices shall include chain-of-custody (COC) certificate numbers and itemized costs for all certified products.

D. Wood-based materials include, but are not limited to, the following materials when made from wood, engineered wood products, or wood-based panel products:

a. Rough carpentry.
b. Miscellaneous carpentry.

c. Heavy timber construction.
d. Wood decking.
e. Particle board.
f. Plywood.
g. Metal-plate-connected wood trusses.
h. Structural glued-laminated timber.
i. Finish carpentry.
j. Architectural woodwork.
k. Wood paneling.
l. Wood veneer wall covering.
m. Wood flooring.
n. Wood lockers.
o. Wood cabinets.
p. Wood doors.
q. Non-rented temporary construction, including bracing, concrete formwork, pedestrian barriers, and temporary protection.

2.3 LOW-EMITTING MATERIALS

A. Refer to Pre-requisite EQ 7.0 for requirements for products specified. Where installed inside the weatherproofing system products shall meet the following:

1. Paints and Wall Covering: CARB 2007 SCM for Architectural Coatings or SCAQMD Rule 1113.
2. Flooring Systems: CDPH Standard Method v1.1 2010, modeled to the school classroom scenario.
3. Composite wood and agrifiber products: CARB ATCM Phase 2 formaldehyde emissions.

B. Refer to Credit EQ 7.1 for the following categories:

1. Adhesives and Sealants.
2. Flooring Systems.
3. Composite Wood and Agrifiber.
4. Paints and Coatings.
5. Ceilings and Wall Systems.

C. For each material listed above, Contractor shall fill out the Materials Submittal Cover Sheet showing how the material is identified as low-emitting, and showing the installed cost of each item shown on the form.

D. For each material listed above, Contractor shall supply documentation verifying that the product is certified as a low-emitting material in accordance with Pre-requisite 7.0 and Credit 7.1 as applicable.

E. Do not use composite wood, agrifiber products and laminating adhesives that contain added urea-formaldehyde resins.

2.4 MULTI-ATTRIBUTE MATERIAL SELECTION

A. Credit MW 7.1 Multi-Attribute Material Selection: Provide a minimum of 10 products with 3rd Party EPDs, which conforms with ISO14025 or ISO21930

B. Locally Produced Materials: Minimum 20 Percent of building materials by cost to be manufactured within a 500 mile radius of the project site. Lighting fixtures are to be included in calculations. Include all product costs, mechanical and electrical materials and project overhead/fees.

2.5 COMPOSITE WOOD OR AGRIFIBER RESINS

A. For all composite wood, engineered wood and agrifiber products to be installed on the interior of the building (including plywood, particleboard, and medium density fiberboard), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that the products do not contain added urea formaldehyde resins. (This is a project requirement although not a NE-CHPS requirement.)

2.6 COMPOSITE WOOD OR AGRIFIBER LAMINATING ADHESIVES

A. For all laminating adhesives used with composite wood, engineered wood and agrifiber products (e.g., adhesives used to laminate wood veneers to an engineered wood substrate), provide published product literature or letter from the manufacturer (on the manufacturer's letterhead) verifying that that the adhesive products do not contain urea-formaldehyde.

PART 3 - EXECUTION

3.1 CONSTRUCTION WASTE MANAGEMENT

A. Comply with Section 017400 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

3.2 INDOOR AIR QUALITY

A. Comply with Section 018119 – INDOOR AIR QUALITY REQUIREMENTS.

3.3 NE-CHPS SCORECARD SUMMARY

A. Comply with requirements of Scorecard Summary as developed by the Architect and attached to this Section.

3.4 MATERIALS SUBMITTAL COVER SHEET

A. Documentation Sheet: Provide documentation for each material required for NE-CHPS Documentation with NE-CHPS submittal form included at the end of this section.

3.5 FIELD QUALITY CONTROL AND ACOUSTIC TESTING COORDINATION

A. Repair or remove work where test results and inspections indicate that it does not comply with specified requirements.

B. Additional testing and inspections, at Contractor’s expense, will be performed to determine compliance of corrected work with specified requirements.

END OF SECTION

SUSTAINABLE MATERIALS ATTRIBUTES SUBMITTAL FORM – NE-CHPS V4

GENERAL INFORMATION

Product Name _____ Total Weight (units) _____

Specification Section _____ Total Installed Cost _____

Submittal Number _____ Total Cost of Material _____

Contractor Information

Name _____

Address _____

_____

Contact _____

Manufacturer Information

Name _____

City, State _____

_____

Contact _____

RECYCLED CONTENT: MW 3.1

Does this product contain recycled content? Yes☐ No☐

Does this product contain at least 20% pre-consumer or 20% post-consumer recycled content? Yes☐ No☐

Pre-consumer recycled content is defined as originating from process waste that has been sold or traded from another source. It does not include scrap normally fed back into the same manufacturing process. **Post-consumer** recycled content is defined as originating from consumer waste. The material must have had another useful life.

If the product being submitted is an assembly, list all components and the percentage of recycled content of each.

Component	Weight of Component	% Pre-Consumer	%Post-Consumer	Where Information was Obtained

For this Product:

½ Total % Pre-Consumer _____ *+ Total % Post-Consumer* _____ *= Total % Recycled Content* _____

REGIONAL MATERIALS: MW 11.1

Does this product contain any regional materials manufactured within 500 miles of the project site? Yes☐ No☐

Regional materials are defined as those manufactured within 500 miles of the project site

If the product being submitted is an assembly, list the distance (in miles) from the project site for each component.

Component		Location of Final Point of Assembly and Distance from Project Site

For this Product:

Furthest Assembly Distance from Site _____ *miles*

Total % Rapidly-Renewable ___

CERTIFIED WOOD: MW 5.1

Does this product contain any wood? Yes☐ No☐
Is the wood FSC or SFI certified? Yes☐ No☐

If the product being submitted is an assembly, list each component, its cost, and its certificate number (if applicable). Attach Chain of Custody Certificate(s) to this form.

Component	Cost ($) of Certified Wood	Chain of Custody Certificate Number

For this Product:

Total % Certified Wood _____

LOW-EMITTING MATERIALS: EQ 7.1

Is this product, or does this product use, an adhesive or sealant? Yes☐ No☐

Note: Each adhesive or sealant must have a separate submittal with this form.

Is this product an acoustic ceiling tile or panel?	Yes☐	No☐
Is this product flooring or a flooring system?	Yes☐	No☐
Is this product a field-applied interior paint or coating?	Yes☐	No☐
Is this product a wall covering?	Yes☐	No☐
Is this product a solid or composite wood flooring?	Yes☐	No☐
Is this product an insulation for use interior to the vapor barrier?	Yes☐	No☐

Low-emitting materials are defined in accordance with Section 01 81 13 "Sustainable Design Requirements." To qualify as low-emitting, any product must be tested by an independent authority. Attach copy of certification certificate as applicable.

List type of product with certification body affirming the product is low-emitting for each component identified above.

Component	Type of Product	Certification Standard

CERTIFICATION

I certify that the information provided is correct to the best of my information, knowledge, and belief.

Name: _____ Company: _____

Title: _____ Date: _____

SECTION 023000

SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 01 – GENERAL REQUIREMENTS, which are hereby made a part of this Section of the Specifications.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUBSURFACE INVESTIGATION

A. Information Not Guaranteed: Information on the Drawings and in the Project Manual relating to subsurface conditions, natural phenomena, and existing utilities and structures is from the best sources presently available. Such information is furnished only for the information and convenience of the Contractor, and the accuracy or completeness of this information is not guaranteed.

B. Foundation Engineering Report: Refer to the Geotechnical Report in the Appendices.

1.4 CONFIRMATION OF GRADES AND UTILITIES

A. Prior to commencement of site excavating operations, the Contractor shall compare existing site grading and proposed new site grading. Where existing utilities are indicated but their inverts or depths are not, exploratory excavating shall be performed to assure that sufficient earth coverage will be attained during the course of new site grading.
   1. Utilities existing on the site shall be carefully protected from damage and relocated or removed as required by the work. When an active utility line is exposed during construction, its location and elevation shall be plotted on the record drawings and the Architect, Owner and the utility owner notified in writing.

B. If exploratory excavating confirms that the depth of existing utilities will be negatively impacted by proposed new grades (i.e., will be too shallow or become exposed), immediately notify the Architect and the Owner. Do not proceed with work in such areas until instructions are issued by the Architect. Continue work in other areas.

1.5 CONFIRMATION OF INTEGRITY OF ADJACENT STRUCTURES

A. Prior to commencement of site excavating operations, the Contractor shall compare foundation depths of existing structures and proposed depths of new utilities. Where existing structures are indicated but their foundation depths are not, exploratory excavating shall be performed to assure that proposed new excavations adjacent to them, or in near proximity of them, will not undermine the structural integrity of the existing structures.

B. If exploratory excavating confirms that the footing depths of existing structures may be negatively impacted or undermined by proposed new excavations, immediately notify the Architect and the Owner. Do not proceed with work in such areas until instructions are issued by the Architect. Continue work in other areas.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 310000

EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUMMARY

A. This Section includes all excavation including, but not limited to, the following:
1. Excavating and backfilling for utility trenches.
2. General Earthwork for grading.
3. Geotextiles.

B. Related Sections include:
1. Section 315000 Excavation Support and Protection
2. Section 312319 Dewatering

1.4 SUBMITTALS

A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance with the following requirements indicated:
1. Gradation Test Results for each on-site and imported soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D6938 and ASTM D1557 for each on-site and imported soil material proposed for fill and backfill.
3. Each submittal shall include the intended use for the material with the appropriate specification section and material name corresponding to the Contract Documents to facilitate review.

B. Copies of permits obtained for excavations that are required by state and local governing authorities and local utility companies shall be submitted to the owner’s representative.

1.5 SITE INFORMATION

A. It is hereby understood that the Contractor has carefully examined the site and all conditions affecting work under this Section. No claim for additional costs will be allowed because of lack of full knowledge of existing conditions.

B. Plans, surveys, measurements and dimensions, under which the work is to be performed, are believed to be correct to the best of the Engineer's knowledge, but the Contractor shall have examined them for himself during the bidding period, as no allowance will be made for any errors or inaccuracies that may be found herein.

C. Data on indicated subsurface conditions are not intended as representations or warrants of continuity of such conditions between test pits. It is expressly understood that the Owner and Engineer will not be responsible for interpretations or conclusions drawn therefrom by the Contractor.

D. The Contractor may request to perform additional test pits and other explorations at no cost to the Owner.

E. Test pits have been made by qualified Contractors prior to this Contract. This information shall be made available to bidders as specified under other Sections. The Contractor is responsible to employ qualified personnel capable of interpreting geotechnical information and test pit logs. The results of these subsurface explorations and recommendations for work were prepared by the Engineer, consulting geotechnical engineers, and are hereby attached to this specification for information only. Procedures for dewatering, areas to receive special fill and other methods and procedures specified herein shall be supplemented by this information. For purposes of this specification, this information will be referred to as the Geotechnical Data. Where procedures within the data vary from procedures as specified herein, this specification shall override. The Geotechnical Data is available as a separate document.

F. The Geotechnical Data shows that rock is present on the site. The costs of additional rock excavation resulting from changes in the work shall be paid for as outlined in the measurement and payment section of this specification.

G. The Geotechnical Data shows that groundwater is present on the site. The Contractor is made aware of this condition and will not be eligible to receive additional compensation for dewatering exceeding the Contractor's initial bid.

H. It is the responsibility of the Contractor under this Contract to do the necessary excavation, filling, grading, and rough grading to bring the existing grades to subgrade and parallel to finished grades as specified herein and as shown on the Drawings for this Work. The Contractor shall visit the site prior to submitting a bid to become familiar with the extent of the work to be done under this Contract. The Contractor shall be responsible for determining the quantities of earth materials that must be imported or hauled off the site necessary to complete the work under this Section. All imported earth materials required to construct the project shall be included in the Contractor's base bid.

I. The Contractor is allowed to re-use excavated On-Site Common Borrow as fill in accordance with this specification. All On-Site Common Borrow used as backfill shall be compacted to the required percentage of maximum dry density included in Table 2, and meet the gradation requirements within PART 2 – PRODUCTS, Section C below.
   1. Additional efforts required to reuse On-Site Common Borrow are the responsibility of the Contractor and shall result in no additional expense to the Owner or a request for additional time for delays caused by its usage.

2. The Contractor agrees to use this material at his own risk and is responsible for any additional work required to install this material in accordance with the specifications.
3. If project delays will result from the additional time required to re-work On-Site Common Borrow, placed as fill in accordance with the specifications, the Contractor shall remove material that does not meet the compaction requirements and provide imported fill meeting the specifications. This imported material shall be provided at no additional expense to the Owner.
4. Any project delays resulting from additional time required to work this material are the responsibility of the Contractor.

J. The Contractor shall use suitable on-site soils and fill, and soil from off-site sources, as needed. Please note that not all on-site materials will be suitable for reuse, nor will all required material gradations be present on the site. Imported materials are anticipated for this project.

K. Contractor shall protect and adjust moisture condition of all on-site and imported materials for proper installation, compaction, and use. This includes covering, drying, and adding moisture as required to maintain suitable workability of the soil materials. Please note onsite and imported materials will not necessarily be encountered, or delivered in a suitable condition as environmental factors prevalent at the time of construction will impact soil materials.

1.6 UNIT PRICES

A. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the limits specified in PART 3 - EXECUTION.

B. Unit prices for rock excavation include all labor, equipment, and materials required for removal of rock and hauling of rock off-site. Unit prices for rock excavation also include all labor, equipment, and materials required for replacement of rock excavation with approved materials where the rock excavation extends beyond the specified excavation limits. Any excavation beyond the specified excavation limits must be approved by the Owner’s representative prior to removal. Specified excavation limits for rock are specified in Section 3.4ROCK EXCAVATION.

1.7 DEFINITIONS

A. Backfill: Soil material used for fill and excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Course placed between the subbase course and asphalt paving.

C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow: Satisfactory soil for use as fill or backfill.

E. Boulder: A soil particle with a minimum dimension of 12 inches.

F. Drainage Course: Course supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

G. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated on the Drawings.
   1. Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Owner's Representative. Additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
   2. Bulk Excavation: Excavation more than 6 feet in width and more than 10 feet in length for the installation of utilities, foundations, and footings.
   3. Trench Excavation: Excavation 6 feet in width or less for the installation of utilities, foundations, and footings
   4. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Owner's Representative. Unauthorized excavation, as well as remedial work directed by Owner's Representative, shall be without additional compensation.

H. Fill: Soil materials used to raise existing grades.

I. Imported Material: Material obtained by the Contractor from sources off the site.

J. Influence Area: The area within planes sloped downward and outward at an angle of 60 degrees from the horizontal from (a) 1 foot outside the outermost edge at the base of foundations or slabs; or (b) 1 foot outside the outermost edge at the surface of roadways or shoulder; or (c) 0.5 foot outside the exterior edge at the spring line of pipes and culverts.

K. Optimum Moisture Content: Determined by the ASTM standard specified to determine the maximum dry density for relative compaction.

L. Relative Compaction: The ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D1557. Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Owner's Representative.

M. Relative Density: As defined by ASTM D4253 or D4254.

N. Rock: Material in beds, ledges, unstratified masses, conglomerate deposits that cannot be removed, in the opinion of the Engineer, without systematic drilling, ram hammering, blasting, or ripping. Weathered Rock that can be removed by an excavator without hammering or other mechanical means shall not meet the definition of rock.

   Rock also includes boulders of rock material that exceed 2 cu. yd. for bulk excavation or 1 cu. yd. diameter for footing, trench, and pit excavation.
   1. Bulk Rock Excavation: Rock encountered within bulk excavation as defined above.
   2. Trench Rock Excavation: Rock encountered within trench excavation as defined above.

O. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

P. Subbase Course: Course placed between the subgrade and base course for asphalt pavement, or course placed between the subgrade and a cement concrete pavement or a cement concrete or asphalt walk.

Q. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

R. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.

S. Unsuitable Soils: Existing soils that, in the opinion of the Engineer and Owner's Representative, are unsuitable to remain in their existing location that are deposited outside the excavation limits. This does not include topsoil, subsoil, and silty-sand materials.
   1. Anticipated unsuitable soils: Unsuitable soils identified in the geotechnical report, drawings, specifications, test pit logs, or boring logs provided as part of the project manual.
   2. Unanticipated unsuitable soils: Unsuitable soils not identified in either the geotechnical report, test pits, or boring logs provided as part of the project manual.

T. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

U. Well-Graded: A mixture of particle sizes that has no specific concentration or lack thereof of one or more sizes. Well-graded does not define any numerical value that must be placed on the coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters. Well-graded is used to define a material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.

1.8 IMPORTED MATERIAL ACCEPTANCE

A. All imported earth materials specified in this section are subject to the following requirements:
   1. Materials imported to the site by the Contractor for on-site use shall not contain oil and/or hazardous materials.
   2. All tests necessary for the Contractor to locate acceptable sources of imported material shall be made by the Contractor. Certification that the material conforms to the Specification requirements along with copies of the test results from a qualified commercial testing laboratory shall be submitted to the Engineer for approval at least 5 calendar days before the material is required for use. All material samples shall be a minimum of 40 pounds and furnished by the Contractor at the Contractor's sole expense. Samples shall be representative and be clearly marked to show the source of the material and the intended use on the project. Sampling of the material source shall be done by the Contractor in accordance with ASTM D75. Tentative acceptance of the material shall be based on an inspection of the source by the Engineer and/or the certified test results submitted by the Contractor to the Engineer at the Engineer's discretion. No imported materials shall be delivered to the site until the proposed source and the Engineer has tentatively accepted materials tests in writing. Final acceptance will be based on Quality Control and Quality Assurance tests made on samples of material taken from the completed and compacted course.
   3. Gradation tests by the Contractor shall be made on samples taken at the place of production prior to shipment. Samples of the finished product for gradation testing shall be taken as specified in 3.13FIELD QUALITY CONTROL, or more often as directed by the Owner's Representative if variation in gradation is occurring, or if the material appears to depart from the Specifications. Test results shall be forwarded to the Engineer within 48 hours of testing.
   4. If tests conducted by the Contractor or the Engineer, indicate that the material does not meet Specification requirements; material placement will be terminated until corrective measures are taken. Material that does not conform to the Specification requirements and is placed in the work shall be removed and replaced at the Contractor's sole expense.

Retesting of material that does not meet specification requirements shall be performed at the Contractor's sole expense.

1.9 QUALITY ASSURANCE

A. Employ a qualified surveyor, registered with the State of Rhode Island as a Professional Land Surveyor, as required for all layout and to establish grades for the work being performed.
   1. Prior to commencing work, Contractor’s surveyor shall perform a benchmark level verification to confirm vertical and horizontal control of the site. Notify Owner and Owner’s Representative prior to commencing work if discrepancies are found.

B. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 543 shall be hired to provide required testing of earthwork materials at the Contractor’s Expense.

C. All temporary shoring and bracing shall be designed, detailed, and stamped by a Professional Engineer registered in the State of Rhode Island. Refer to SECTION 31 50 00 - EXCAVATION SUPPORT AND PROTECTION

D. Pre-excavation Conference: Conduct conference at Project site prior to the start of construction. Date and time to be specified by the Owner’s Representative.

1.10 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.
   1. Notify Owner and Architect not less than two weeks in advance of proposed utility interruptions in writing. Renotify 72 hours in advance of proposed utility interruptions.
      a. Notifications should be made to the Owner’s Representative.
      b. Do not proceed with utility interruptions without Owner's written permission.
      c. All power shutdowns shall be coordinated with the Owner.
   2. Contact “Dig Safe” at 1-888-Dig Safe to verify locations of existing underground utilities in areas of proposed excavation prior to commencing any excavation effort.

B. Demolish and completely remove from site existing underground utilities indicated to be removed on the Drawings. Coordinate with utility companies to shut off services if lines are active.

1.11 EXCAVATION SAFETY

A. The Contractor shall be solely responsible for making all excavations in a safe manner. Contractor shall comply with all Local and State OSHA requirements.

B. Provide appropriate measures to attain a stable base, retain excavation side slopes and prevent earth slides to ensure that persons working in or near the excavation are protected.

1.12 LAYOUTS AND GRADES

A. All line and grade work not presently established at the site shall be laid out by a survey team under the supervision of a Registered Land Surveyor or Professional Engineer employed by the Contractor in accordance with Drawings and Specifications. The Contractor shall supply all additional layout and grade control as necessary to properly implement and construct the work. The Contractor shall establish permanent benchmarks and replace as directed any which are destroyed or disturbed.

B. The words “finished grades” as used herein shall mean final grade elevations indicated on the Drawings. Spot elevations shall govern over proposed contours. Where not otherwise indicated, project site areas outside of the building shall be given uniform slopes between points for which finished grades are indicated or between such points and existing established grades.

1.13 TOLERANCES

A. All material limits shall be constructed within a vertical tolerance of 0.1 foot and a horizontal tolerance of 1 foot except where dimensions or grades are shown or specified as minimum. All grading shall be performed to maintain slopes and drainage as shown. No reverse slopes will be permitted.

1.14 DRAINAGE

A. The Contractor shall control the grading in areas under construction on the site so that the surface of the ground will properly slope to prevent accumulation of water in excavated areas and adjacent properties.

B. The Contractor shall excavate interceptor swales and ditches where necessary prior to the start of major earthmoving operations to insure minimal erosion and to keep areas as free from surface water as possible.

C. Should surface, rain, or ground water be encountered during the operations, the Contractor shall furnish and operate pumps or other equipment, and provide all necessary piping to keep all excavations clear of water at all times and shall be responsible for any damage to work or adjacent properties for such water. All piping exposed above ground surface for this use, shall be properly covered to allow foot traffic and vehicles to pass without obstruction.

D. Presence of ground water in soil will not constitute a condition for which an increase in the contract price may be made. Under no circumstances place concrete fill, lay piping, or install appurtenances in excavation containing free water. Keep utility trenches free of water until pipe joint material has hardened and backfilled to prevent flotation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: The Contractor may reuse excavated on-site material for fill and backfilling where the material excavated is satisfactory and conforms with the below specified gradation requirements. The Contractor is to provide imported soil materials with satisfactory properties conforming with

the below specified gradation requirements when sufficient satisfactory soil materials are not available from excavations.

B. Satisfactory Soils: Soils being free of rock or gravel larger than 3 inches in any dimension, debris, broken pavement, waste, frozen materials, vegetation, and other deleterious matter and conform to the criteria listed below:

C.

1. Gradations of satisfactory soils are as shown in the Table below:

Table 1 – SOIL GRADATIONS				
Sieve Size	Sand Gravel Fill	Granular Fill	1-1/2 inch Crushed Stone	3/4 inch Crushed Stone
3-inch*	100	60-100	-	-
1-1/2-inch*	70-100	-	85-100	100
¾-inch	50-85	-	10-40	90-100
½-inch	-	50-85	0-8	10-50
3/8-inch	-	45-80	-	-
No. 4	30-55	40-75	-	0-5
No. 8	-	-	-	-
No. 16	-	-	-	-
No. 30	-	-	-	-
No. 40	-	0-45	-	-
No. 50	8-25	-	-	-
No. 100	-	-	-	-
No. 200	0-8	0-10	<1	<1

* The maximum recommended stone size is three inches where placed as base course below slabs and pavement; elsewhere, maximum stone size shall be 2/3 of the loose lift thickness.

2. Common Borrow shall be imported or excavated onsite material free of roots, sod, rubbish, debris, frozen materials, broken pavement, or other deleterious or organic matter, and conform to the following requirements.
   a. Imported Common Borrow shall conform to the specified gradation of Granular Fill in Table 1.
   b. Onsite Common Borrow shall conform to the specified gradation of Granular Fill in Table 1, but may contain no more than 15-percent by weight passing the No. 200 sieve. Onsite Common Borrow shall not be placed as foundation wall backfill, as pavement base or subbase courses, as retaining wall backfill, or locations where free-draining backfill are required.
   c. Stones from excavated onsite material retained on a 3-inch sieve, less than 6-inches in diameter, and not exceeding two-thirds of the thickness of the horizontal layers placed after compaction can be placed for construction. Materials meeting these criteria shall not be included in the analysis for gradation. Materials exceeding this size shall not be placed in backfill below paved areas.
3. Subbase Material shall be free of rock or gravel larger than 3 inches in any dimension, debris, broken pavement, waste, frozen materials, vegetation, and other deleterious matter and conform to the gradation for Granular Fill in Table 1 within this specification.
4. Base Course shall be material free of rock or gravel larger than 3 inches in any dimension, debris, broken pavement, waste, frozen materials, vegetation, and other deleterious matter and conform to the gradation for Sand Gravel Fill in Table 1 within this specification.
5. Drainage Stone or Crushed Stone or 1 ½" Crushed Stone shall be imported material conforming to the gradation for 1 ½" Crushed Stone in Table 1 and having a maximum

percentage loss of 12 percent as determined by the sodium sulfate test, AASHTO T104, and comply to the gradation provided in the table above.

6. Sand Gravel Bedding and Granular Fill Bedding shall conform to the Sand Gravel Fill and Granular Fill gradations, respectively, specified above except that 100% by weight must pass the 1 ½" sieve.
7. Gravel Borrow shall conform to the Sand Gravel Fill Gradation in the Table above.

D. Unsatisfactory Soils are defined as soils not conforming to the satisfactory soils criteria unless otherwise approved by the Engineer.

2.2 GEOTEXTILES

A. Filter Fabric: Non-woven geotextile shall be nonwoven and needle punched pervious sheets of polyester, polyethylene, nylon, or polypropylene filaments formed into a uniform pattern conforming to the MIRAFI 140N or approved equivalent. The geotextile shall have minimum properties as stated in the following table, when measured in accordance with the referenced standards.

Test	Method	Nonwoven (1)
Grab Tensile Strength (lbs)	ASTM D-4632	120
Puncture Strength (lbs)	Modified ASTM D-3787 Using 5/16-inch flat tipped rod	65 min
Mullen Burst (lbs/in^2)	ASTM D-3786	225 min
Elongation at Required Strength (%)	ASTM D-4632	50 min
Equivalent Opening (US Standard Sieve)	ASTM D-4751	70-100
Permittivity (sec-1)	ASTM D-4491 with 60 mm Falling Head	1.7 min
Water Flow Rate (gal/min/ft^2) at 50 mm Constant Head	(2)	80 –120

(1) All numerical values represent minimum/maximum average roll valves (i.e., the average of minimum test results on any roll in a lot should meet or exceed the minimum specified values).

(2) Water flow rate in gal/min/ft^2 shall be determined by multiplying permittivity in sec^{-1} as determined by ASTM D-4491 by a conversion factor of 74.

PART 3 - EXECUTION

3.1 PREPARATION

A. Furnish, install, and maintain shoring, sheeting, bracing, and sloping necessary to support the sides of earth and rock excavations, and to keep and prevent any movement which may damage adjacent structures, pavements, and utilities, damage or delay the work, or endanger life and health. Furnish, install, and maintain shoring, sheeting, bracing, and sloping as required by OSHA and other applicable government regulations and agencies.

B. All temporary shoring and bracing shall be designed, detailed, and stamped by a Professional Engineer registered in the State of Rhode Island.

C. Provide excavation support and protection in accordance with SECTION 31 50 00 EXCAVATION SUPPORT AND PROTECTION.

D. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent building area and walkways.

E. The use of onsite, excavated material may require stockpiling to allow the material to dry prior to placement. Provide erosion-control measures as specified in the drawings and as required by the Owner's Representative to prevent erosion of piles during wet weather periods.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. The Geotechnical Data indicates that groundwater may be present within the limits of excavation. The Contractor is made aware of this condition and shall include dewatering within his Lump Sum Bid.

C. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
   1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
   2. Install a dewatering system, specified in SECTION 31 23 19 DEWATERING, to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required at no additional expense to the Owner.

3.3 WORK IN FREEZING WEATHER

A. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees Fahrenheit.

B. In freezing weather, a layer of fill shall not be left in an uncompacted state at the close of a day's operation. Prior to terminating operations for the day, the final layer of fill, after compaction, shall be rolled with a smooth-wheeled roller to eliminate ridges of soil left by tractors, trucks and compaction equipment.

C. The Contractor shall not place a layer of compacted fill on snow, ice, or soil that was permitted to freeze prior to compaction. Removal of these unsatisfactory materials will be required as directed by the Owner's Representative.

D. Do not excavate to full indicated depth when freezing temperatures may be expected, unless work can be completed to subgrade or piping can be installed and backfilled the same day. Protect the excavation from frost if placing of concrete or piping is delayed.

E. The Contractor shall keep the operations under this Contract clear and free of accumulation of snow within the limits of Contract Lines as required to carry out the work.

3.4 ROCK EXCAVATION

A. General
1. Rock excavation includes the removal of rock to the lines and grades shown on the plans and as specified within this Section and the disposal of the Rock off site by legal methods.
2. The Contractor shall obtain all necessary permit and licenses and pay all fees at no additional cost to the Owner.
3. All rock excavation shall be included within the original Contract Sum based upon the quantities provided in PART 4 - MEASUREMENT AND PAYMENT. Payment for rock excavation shall be adjusted in accordance with 4.1B.1 Quantities and Payment of Rock Excavation .
4. Unit prices for rock excavation include all labor, equipment, and materials required for removal of rock and hauling of rock off-site. Unit prices for rock excavation also include all labor, equipment, and materials required for replacement of rock excavation with approved materials where the rock excavation extends beyond the specified excavation limits. Any excavation beyond the specified excavation limits must be approved by the Owner's Representative prior to removal. Specified excavation limits for rock are specified in 3.4ROCK EXCAVATION.
5. Rock capable of removal through standard excavation procedures shall be removed from the excavation, measured by the Contractor, and verified by the Owner's Representative.
6. The dimensions and quantity of the uncovered rock in place and the rock removed from the trench shall be measured by a Licensed Land Surveyor registered in the State of Rhode Island at the Contractor's expense. All survey information shall be supplied to the Owner's Representative for verification of the quantity. Survey information shall include the existing rock surface topography, the removed rock surface topography and the rock removal limits as specified herein.
7. If a change in the work occurs, which includes the excavation of additional rock outside the original contract limits, the Contractor shall uncover all rock to be removed. Upon uncovering rock in excavations that cannot be removed by standard excavation measures, the Contractor shall expose all faces of rock in the area that requires excavation and notify the Owner. The dimensions and quantity of the rock in place and the rock removed from the trench shall be measured by a Licensed Land Surveyor registered in the State of Rhode Island at the Contractor's expense. All survey information shall be supplied to the Owner's Representative for verification of the quantity.
8. Rock shall be removed by mechanical means and methods. Blasting is not allowed.

B. Rock Removal Limits
1. The Contractor shall remove rock to elevations, which will allow the installation of all foundations, footings, utilities, structures, trees and plantings, shown on the drawings.
2. The Contractor shall remove rock to a minimum of 30 inches below finished grade in paved areas and a minimum of 24 inches below finished grade in landscaped areas.
3. Around proposed utilities, the Contractor shall remove rock to the lines and subgrade elevations indicated on drawings and as dictated within this specification. The Contractor shall remove sufficient rock to permit the installation of permanent construction without exceeding 6 inches beneath pipe in trench, and the greater of 24 inches wider than pipe or 36 inches wide.

C. Rock Excavation for the Removal of Utilities and Structures
1. Remove rock directly above and to the sides of piped utilities and structures proposed for removal without exceeding the following dimensions:
   a. 12 inches outside of concrete structures, walls, and footings.
   b. 12 inches from either edge of piped utility and 6 inches below piped utility
   c. 6 inches outside of edge of concrete cast against grade.
   d. 6 inches beneath bottom of concrete pads or slabs on grade.

2. Upon uncovering rock within a trench that cannot be removed by standard excavation measures, the Contractor shall expose all faces of rock within the trench and notify the Owner. The dimensions of the rock in place shall be measured by survey instrument by a RI Licensed Land Surveyor at the Contractor's expense and verified by the Owner's Representative.
3. Rock capable of removal through standard excavation procedures shall be removed from the trench, measured by the Contractor, and verified by the Owner's Representative.

3.5 EXCAVATION, GENERAL

A. Excavate to subgrade elevations. Material to be excavated will be classified as earth or rock. Do not excavate rock until it has been classified and quantified by the Contractor's land surveyor, and verified by the Owner's Representative
   1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.

B. All topsoil and unsuitable or excess materials shall be stripped from areas of new construction or regrading. Materials suitable for reuse shall be stored in locations and approved by the Owner's Representative that will not interfere with construction operations.

C. All excess and unsuitable materials shall be legally disposed of off-site by the Contractor.

3.6 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

B. All unsuitable and fill materials shall be removed from the proposed work area to a limit defined by a 1-horizontal to 1-vertical slope extending downward and outward from two feet outside the edges of the work footprint to firm undisturbed glacial till or bedrock. Boulders encountered within these areas shall be removed to a depth of at least 12 inches below the bottom of footings. Voids that result from boulder excavations shall be backfilled with Granular Fill and compacted.

C. Over-excavation by the Contractor, excavation below the proposed bottom of excavation, shall be backfilled in 6-inch lifts with compacted Sand Gravel Fill. In wet conditions, over excavation shall be backfilled in 6-inch lifts with 3/4-inch Crushed Stone and a layer of filter fabric approved by the Engineer and compacted to 95% until the proposed subgrade elevation is reached and the subgrade stabilized.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. The Contractor shall notify the Owner's Representative and Engineer when excavations uncover potential unsuitable materials.

B. The Contractor is made aware that buried topsoil may be encountered per the test pit logs. Contractor shall remove buried topsoil within trenching for utility pipes to underlying natural soil horizon and backfill with common borrow.

C. Payment for all excavation and disposal of Unanticipated Unsuitable Soils within the limit of excavation shall be included as part of the original Contract Sum.

D. Excavation and disposal of Unanticipated Unsuitable Soils outside the limit of excavation shall be paid for in accordance with the Unit Prices included in PART 4 - MEASUREMENT AND PAYMENT of this specification.
   1. Unit prices for unanticipated unsuitable soils excavation include all labor, equipment, and materials required for removal of unsuitable soils, hauling of unsuitable soils off-site, and disposal. Unit prices for unanticipated unsuitable soil also include all labor, equipment, and materials required for replacement of unsuitable soil excavation with approved materials. Any unanticipated unsuitable soil excavation must be approved by the Engineer and Owner's Representative prior to removal.
   2. The dimensions and quantity of the Unanticipated Unsuitable Soils excavated shall be measured by a Professional Land Surveyor registered in the State of Rhode Island at the Contractor's expense. The Surveyor shall measure the elevations of the unsuitable materials prior to excavation and the surface topography following excavation. All survey information shall be supplied to the Owner's Representative for verification of the quantity. Survey information shall include the topography of the uncovered suitable soil surface prior to excavation and the topography of the final soil surface following excavation.

3.8 STORAGE OF SOIL MATERIALS

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

3.9 BACKFILL GENERAL

A. The contractor shall notify the Engineer and Owner's Representative a minimum of 2 days prior to backfilling utility trench to schedule inspection.

B. Place and compact backfill in excavations promptly, but not before completing the following:
   1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation
   2. Surveying locations of underground utilities for Record Documents
   3. Testing and inspecting underground utilities
   4. Removing concrete formwork
   5. Removing trash and debris
   6. Removing temporary shoring and bracing, and sheeting
   7. Receiving approval from the respective Utility Company, and the Owners Representative following inspection

C. Place backfill on subgrades free of mud, frost, snow, or ice.

3.10 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact initial backfill conforming to the specified material requirements to the height specified on the Drawings over the utility pipe or conduit.

C. Backfill voids with satisfactory soil while installing and removing shoring and bracing.

D. Place and compact final backfill of satisfactory soil to final subgrade elevation.

E. Bedding material shall be placed and compacted in maximum 6” lifts.

3.11 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
   1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
   2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.
   3. The Contractor shall furnish water for compaction. Water for compaction from sources other than potable sources shall be as approved by the Owner’s Representative.

3.12 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Compaction shall be completed with a vibratory roller having a static weight of 10,000 lbs and a dynamic weight of 20,000 lbs.

C. The Contractor shall use caution when compacting near existing utilities including electric and communications duct banks. Any damage to existing utilities or structures resulting from compaction operations shall be repaired at the expense of the Contractor.

D. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

E. The Contractor is allowed to re-use excavated On-Site Common Borrow as fill in accordance with this specification. All On-Site Common Borrow used as backfill shall be compacted to the required percentage of maximum dry density included in the Minimum Compaction Requirements Table Below.

F. The Contractor agrees to use the On-Site Common Borrow material at his own risk and is responsible for any additional work required to install this material in accordance with the specifications. In the event that project delays result from the additional time required to re-work On-Site Common Borrow placed as fill in accordance with the specifications, the Contractor shall remove material that does not meet the compaction requirements and provide imported fill meeting the specifications. This imported material shall be provided at no additional expense to the Owner. Any project delays resulting from additional time required to work this material are the responsibility of the Contractor and shall be made up elsewhere on the project.

G. Compact soil materials to not less than the following percentages of maximum dry density:

MINIMUM COMPACTION REQUIREMENTS TABLE	
Location	Percent of Maximum Dry Density [1]
Backfill below footings, within the building area and below slabs [2]	95
Backfill for foundation walls and frost walls	95
Backfill within pavement base and sub base layers	95
Backfill below pavement sub base layers	92
Around and above utilities within the building area	95
Around and above utilities in paved areas	92
Backfill behind retaining walls	95 [3]
Backfill within landscaped areas	85

[1] Maximum dry density as determined by the Modified Proctor test (ASTM D 1557)

[2] Building area is described as an area extending downward and outward from the outside edge of the footing at a 1H:1V slope.

[3] During compaction of fill placed behind retaining walls, care shall be taken so as to maintain uniform elevation along both sides within the embedded areas, and to not overstress the wall by applying too much compactive energy at the top of the wall.

3.13 FIELD QUALITY CONTROL

A. Testing Agency: The Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.

B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
   1. Trench Backfill: At each compacted initial and final backfill layer, at least 1 test for each 150 feet or less of trench length, but no fewer than 2 tests.

D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.14 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specify tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
   1. Scarify or remove and replace soil material to depth as directed by Owner's Representative; reshape and recompact.

C. Where settling occurs remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
   1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.15 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by the Owner's Representative. If directed by the Owner, Contractor shall remove surplus satisfactory material from the site and dispose of in a legal manner.
   1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

3.16 GEOTEXTILES

A. Install Geotextiles in accordance with Manufacturer's recommendations.

PART 4 - MEASUREMENT AND PAYMENT

4.1 GENERAL

A. Payment for earthwork as outlined in this Section or shown on the Drawings, including, but not limited to, all design, submittals, materials, labor, equipment, and all other incidentals associated with this work shall be included in the Contractor's Base Bid.

B. Unit prices for rock excavation include all labor, equipment, and materials required for removal of rock and hauling of rock off-site. Unit prices for rock excavation also include all labor, equipment, and materials required for replacement of rock excavation with approved materials where the rock excavation extends beyond the specified excavation limits. Any excavation beyond the specified excavation limits must be approved by the Owner's Representative prior to removal. Specified excavation limits for rock are specified in 3.4 ROCK EXCAVATION.
   1. Quantities and Payment of Rock Excavation
      a. The Contractor shall include in his base bid 5 cubic yards of trench rock and its removal from site.
         1) The Unit Price for Trench Excavation rock removal as specified herein shall not exceed $235.00 per cubic yard.

C. Unit prices for unanticipated unsuitable soils excavation include all labor, equipment, and materials required for removal of unsuitable soils, hauling of unsuitable soils off-site, and disposal. Unit prices for unanticipated unsuitable soil also include all labor, equipment, and materials required for replacement of unsuitable soil excavation with approved materials. Any unanticipated unsuitable soil excavation must be approved by the Owner's Representative prior to removal.
   1. Quantities and Payment of Unanticipated Unsuitable Soil Conditions:
      a. If unanticipated unsuitable materials are encountered beyond the limits of excavation as specified on the Drawings and Specifications, the Contractor shall notify the Owner's Representative in writing. The Contractor shall carry excavation

deeper and replace the excavated material with appropriate specified material or concrete as directed by the Owner's Representative or Geotechnical Engineer.

b. Removal of topsoil, subsoil, and rock layer as specified in this specification will not be considered as unanticipated unsuitable soil conditions. Similarly, removal of these materials within paved areas as specified herein will not be considered unanticipated unsuitable soil conditions.

c. Only changes in the work authorized in advance by the Owner's Representative in writing shall constitute an adjustment in Contract Price.

d. Material that is too wet or too dry for compaction of the particular material in place as determined by the Owner's Representative or the Geotechnical Engineer and/or Soil Testing Company and is disturbed by the Contractor during construction operations so that proper compaction cannot be reached shall be removed and replaced with approved material as directed by the Owner's Representative or Geotechnical Engineer at no additional cost to the Owner.

e. The Contractor shall follow a construction procedure, which permits visual identification of firm natural ground.

f. The Contractor shall carry in the Base Bid 5 cubic yards for removal of unanticipated unsuitable materials and replacement with suitable compacted fill material in place, as directed herein. The Base Bid shall cover all costs related to such excavation, removal off site, and replacement with compacted fill of approved material, overhead, and profit. No amount other than the Unit Price provided by the Contractor will be paid by the Owner for excavation herein defined.

    1) The Unit Price for unanticipated unsuitable soil materials removal as specified herein shall not exceed $45.00 per cubic yard.

D. All quantities of unanticipated unsuitable soils and rock excavated are to be measured in place by a Professional Land Surveyor registered in Rhode Island as described above and verified by the Owner's Representative prior to removal.

E. The Contractor shall submit signed slips showing quantities of Unanticipated Unsuitable Soils and Rock removed from excavations at the end of each workday, with a total quantity mutually agreed upon. Slips shall be signed by the Owner's on-site representatives at the end of each day signifying that the quantities are accurate. The Owner has the right to inspect individual loads, slips and quantities as they arrive at or leave from the site and as they are weighed out at the stone quarry. These quantities are for reference only and will not be used to calculate payment with the unit prices above.

END OF SECTION

SECTION 311100

SITE PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUMMARY

A. The work of this Section includes the following:
   1. Provisions for protection of all existing utilities from damage particularly at heavy construction vehicle crossings.
   2. Removal, disposal, capping or plugging of drainage piping at the locations specified on the drawings.
   3. Cleaning and maintenance of the site and stormwater management system.

B. Related Sections include the following:
   1. Section 310000 Earthwork

1.4 DEFINITIONS

A. Cleaning as described in Subsection 212.01.2a of the State Standards.

B. Maintenance as described in Subsection 212.01.2b of the State Standards.

C. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

D. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.5 MATERIAL OWNERSHIP

A. Unless noted otherwise, cleared materials shall become Contractor's property and shall be removed from Project site.

B. The Owner reserves the right to claim ownership over any materials removed from the site, including earthwork. The materials claimed by the Owner shall be stockpiled on the site as directed.

1.6 SUBMITTALS

A. Shop Drawings:
   1. Submit drawings or details indicating proposed provisions for protection of existing gas line and utilities as the work requires. These utilities must be protected from damage particularly by heavy construction equipment driving over the top of them.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
   1. Notify Owner, Owner’s Representative, and Architect not less than two weeks in advance of proposed utility interruptions in writing. Renotify in writing 72 hours in advance of proposed utility interruptions.
   2. Do not proceed with utility interruptions without Owner’s written permission.
   3. Underground utilities were compiled from available record plans and visible aboveground locations and are considered approximate only. Prior to commencing any excavation effort, the Contractor shall contact “Dig Safe” at 1-888-Dig Safe to verify locations of existing underground utilities in areas of proposed excavation.

B. The Contractor is responsible to schedule the work and determine any required temporary utility lines and connections required to keep the existing facilities in operation. The cost to furnish and install temporary utility lines and connections shall be included in the Contactor’s base bid.

C. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with the utility companies to shut off services if lines are active.

D. Contractor shall not operate existing water gate valves and hydrants. Only utility company employees or designated personnel are authorized to operate Water System valves and hydrants.

E. All abandoned underground utilities shall be designated on as-built drawings by the Contractor of record and provided to the Owner and Engineer in AutoCAD electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.

F. Do not commence site operations until temporary erosion and sedimentation control measures are in place.

G. Removal of all asbestos piping or structures, if found, shall be in accordance with Subsection 201.03.8 of the State Standard Specifications.

PART 2 - PRODUCTS

2.1 GENERAL

A. The Contractor shall provide all materials and equipment in suitable and adequate quantity as required to accomplish the work shown and specified.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction. The Contractor shall employ a Professional Land Surveyor registered in the State of Rhode Island to perform a benchmark and field verification survey prior to commencing work. The Contractor is responsible to provide horizontal and vertical layout of all proposed work.

B. Locate and clearly flag trees and vegetation to remain or to be relocated. Review trees with Owner and Landscape Architect prior to removal.

C. Protect existing site improvements to remain from damage during construction.

D. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 REMOVE AND DISPOSE DRAINAGE PIPING

A. All pipe or conduit designated to be removed shall be so-removed and legally disposed of off-site. Drain pipes or other pipes, ducts, etc., cut and deemed advisable to remain in the earth shall be plugged with concrete, except that metal drain pipes may be sealed with screw type plugs or caps. Drain pipes or other pipes that are cut for a new connection shall be temporarily capped and sealed water tight to prevent sediment or water from entering the utility.

B. The Contractor shall cooperate with the Owner and utility companies so that the demolition work may be performed in accordance with their regulations and with the approval of the Owner.

C. Removal of all asbestos cement pipe, if found, shall be in accordance with Subsection 201.03.8 of the State Standard Specifications.

3.3 DISPOSAL

A. Disposal: Remove surplus soil material, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Any potentially contaminated soil material encountered, as specified by the State of Rhode Island Department of Environmental Management rules and regulations, shall be brought to the Rhode Island Resource Recovery Corporation or another appropriately licensed waste facility for legal disposal.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

3.4 CLEANING AND MAINTENANCE OF STORM DRAIN SYSTEM

A. The Contractor shall remove sediment and debris from the existing drainage system prior to commencing work.

B. During construction the Contractor shall be responsible to clean sediment and debris from the existing and recently installed drainage system.

C. Prior to project completion the complete drainage system shall be cleaned of all debris and sediment.

END OF SECTION

SECTION 312319

DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 of the Rhode Island Department of Transportation Standard Specifications Sections, apply to this Section.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUMMARY

A. This Section includes construction dewatering for utility trenches and utility structure installation.

B. Related Sections include the following:
   1. Section 310000 – Earthwork.
   2. Section 315000 – Excavation Support and Protection.

1.4 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control ground-water flow into excavations and permit construction to proceed on dry, stable subgrades.

B. Maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, that excavation does not flood, and that damage to subgrades and permanent structures is prevented.

C. Prevent surface water from entering excavations by grading, dikes, or other means.

D. Accomplish dewatering without damaging existing buildings adjacent to excavation.

E. Remove dewatering system if no longer needed.

1.5 SUBMITTALS

A. Shop Drawings for Information:
   1. For dewatering system. Show arrangement, locations, and details of dewatering locations; locations of erosion controls and dewatering basins.
   2. Include a written report outlining control procedures to be adopted if dewatering problems arise.

B. Record drawings at Project closeout identifying and locating capped utilities and other subsurface structural, electrical, or mechanical conditions performed during dewatering.

C. Field Test Reports: Before starting excavation, submit test results and computations demonstrating that dewatering system is capable of meeting performance requirements.

1.6 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with water disposal requirements of authorities having jurisdiction.
   1. At no time is discharge to be allowed to enter an existing drainage structure without sedimentation controls. Any damage caused by dewatering will be repaired in full to match existing conditions at the Contractor's expense.
   2. At no time is discharge allowed to enter the existing sanitary sewer system.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by the Owner's Representative and then only after arranging to provide temporary utility services according to requirements indicated.

B. Make additional test borings and conduct other exploratory operations necessary for dewatering.

C. Test pits have been made by qualified Contractors prior to this Contract. This information shall be made available to bidders as specified under other Sections. The Contractor is responsible to employ qualified personnel capable of interpreting geotechnical information and test pit logs. The results of these subsurface explorations and recommendations for work were prepared by the Engineer, consulting geotechnical engineers, and are hereby attached to this specification for information only. Procedures for dewatering, areas to receive special fill and other methods and procedures specified herein shall be supplemented by this information. For purposes of this specification, this information will be referred to as the Geotechnical Data. Where procedures within the data vary from procedures as specified herein, this specification shall override. The Geotechnical Data is included elsewhere in the Project Manual

D. The Geotechnical Data shows that groundwater is present on the site. The water table may be within the proposed limits of excavation in several areas on the site. The Contractor is made aware of this condition and will not be eligible to receive additional compensation for dewatering exceeding the Contractor's initial bid.

PART 2 - PRODUCTS

2.1 GENERAL

A. The Contractor shall provide any equipment and materials necessary for dewatering at the Contractor's own expense.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

B. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.

C. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

D. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

E. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

F. Provide erosion controls in accordance with the Rhode Island Soil Erosion and Sediment Control Handbook.

G. Dewatering basins capable of handling the flows directed to them shall be supplied whenever dewatering is required.

3.2 INSTALLATION

A. Install dewatering system utilizing pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

B. Before excavating below ground-water level, place system into operation to lower water to specified levels. Operate system continuously until drains, sewers, utilities, and structures have been constructed and fill materials have been placed, or until dewatering is no longer required.

C. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of drains, sewers, utilities and other excavations.

D. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water in a manner that avoids inconvenience to others.

E. Provide sumps, dewatering basins, sedimentation tanks, and other flow-control devices to avoid erosion and sedimentation.

F. Direct discharges to storm drains will be unacceptable unless proper sediment and siltation removal devices are installed prior to discharge to the storm water conveyance system.

G. Any discharge of water, generated from a dewatering operation, into wetlands or an open water body will not be permitted.

H. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails. If dewatering requirements are not satisfied due to inadequacy or failure of dewatering system, restore damaged structures and foundation soils at no additional expense to Owner.

I. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

J. Damage including but not limited to erosion or sedimentation, resulting from untreated dewatering discharges shall be restored to meet or exceed the existing condition. All remedial work shall be completed in accordance with local and State Environmental Regulations and Requirements.

3.3 PROPERTY LOSES FROM REMOVAL OR DISTURBANCE OF GROUNDWATER

A. Any structure, including but not limited to embankments, buildings, streets, and utilities that become unstable or vulnerable to settlement due to removal or disturbance of groundwater will be supported immediately by the Contractor. Support shall include but not be limited to bracing, underpinning, or compaction grouting.

B. All loss or damage arising from removal or disturbance of groundwater, including but not limited to claims for subsidence and the loss of structure support, that may occur in the prosecution of the work shall be sustained and borne by the Contractor. If the Contractor needs to correct the damage resulting from his operations, the Owner may, 30 days after notifying the Contractor in writing, proceed to repair, rebuild or otherwise restore such damaged property as may be deemed necessary, and the cost thereof shall be deducted from compensation which may be or become due the Contractor under this Contract.

END OF SECTION

SECTION 313200

EROSION AND SEDIMENTATION CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUMMARY

A. The work of this Section includes the following:
   1. Provision of temporary erosion and sediment controls and permanent site stabilization, specifically compost filter socks and catch basin inlet protection as indicated on the drawings or as directed by the Owners Representative.
   2. Maintenance and cleaning of erosion and sedimentation controls specifically compost filter socks and catch basin inlet protection as necessary or as directed by the Owner’s Representative.
   3. Permanent site stabilization including loam and seed.

B. Related Sections include the following:
   1. Section 31 00 00 Earthwork.

1.4 DEFINITIONS

A. Cleaning as described in Subsection 212.01.2a of the State Standards.

B. Compost Filter Sock: Three-dimensional tubular filtration device constructed by filling a mesh tube with a compost filter media.

C. Landscaping materials including but not limited to, loam and seed as described in Section M.18 of the State Standards.

D. Maintenance as described in Subsection 212.01.2b of the State Standards.

1.5 SUBMITTALS

A. Shop Drawings:
   1. Product information depicting that the products furnished meet the project specifications.
   2. Provide a Phasing Plan for each phase of the proposed work. Use the Soil Erosion and Sediment Control Plan prepared for the project and approved by RIDEM to prepare a Phasing Plan for each construction phase depicting the location of the following:
      a. portions of the site that will be exposed
      b. areas that will be temporarily seeded
      c. construction entrances
      d. laydown areas
      e. general temporary grading scheme
      f. perimeter sediment barriers
      g. dewatering areas
      h. concrete washout areas
      i. designated fueling areas

1.6 PROJECT CONDITIONS

A. Do not commence operations which disturb the ground surface until temporary erosion and sedimentation control measures are in place.

B. The Contractor is responsible to follow the “Soil Erosion and Sediment Control Plan” prepared for this project. This Plan has been reviewed by RIDEM and is subject to the RIPDES program. The Contractor is required to meet all conditions of this permit document.
   1. The Contractor shall provide Phasing Plans depicting the information requested herein and any other pertinent information. The Contractor is responsible to update this Phasing Plan prior to expanding the work area and exposing additional portions of the site.

C. Preexcavation Conference: Conduct conference at Project site to comply with requirements in Division.
   1. Erosion controls and the first Phasing Plan shall be discussed at this meeting.

PART 2 - PRODUCTS

2.1 EROSION AND SEDIMENTATION CONTROL MEASURES

A. Compost Filter Sock.
   1. Materials shall be in accordance with AASHTO Designation: MP 9-06. Compost material shall meet applicable Federal and State Regulations.
   2. For compost filter socks 18” or less in diameter, wooden stakes shall be 1 inch by 1 inch, at 10-foot intervals on center, and of a length that shall project into the soil 1 foot leaving 3 to 4 inches protruding above the filter sock.
   3. For compost filter socks greater than 18” in diameter, wooden stakes shall be 2 inch by 2 inch, at 10-foot intervals on center, and of a length that shall project into the soil 1 foot leaving 3 to 4 inches protruding above the filter sock.

B. Temporary Turf Reinforcement Mat
   1. Temporary turf reinforcement mats shall be North American Green Product S150 or approved equivalent.

2. Temporary turf reinforcement mat shall be degradable after 12 to 24 months
3. Provide a temporary turf reinforcement mat designed to stabilize a 3:1 slope or greater.

C. Filter Fabric
1. See Geotextiles in Division 2 Section 31 00 00 “Earthwork” for specification.

D. Loam
1. In accordance with Section M.18.01 of the State Standards.

E. Seed Mixtures
1. In accordance with Section M.18.10 of the State Standards.

F. Temporary Seed
1. Provide temporary seeding in accordance with Section M.18.10.5 Temporary Seed Mix of the State Standards.

G. Construction Accesses
1. Construction Accesses shall comply with RIDOT Standard Specification Section 211.

PART 3 - EXECUTION

3.1 PROVISION OF COMPOST FILTER SOCKS

A. Trenching is not required, for typical installation; therefore, soil should not be disturbed upon installation. Compost filter socks shall be placed over the top of ground and wooden stakes shall be driven through the center of the filter socks to anchor them to the ground. To ensure optimum performance, heavy vegetation shall be cut down or removed and extremely uneven surfaces shall be graded to ensure that the compost filter sock uniformly contacts the ground surface.

B. Compost filter socks may be vegetated by incorporating seed into the compost prior to placing it in the tube.

C. The ends of the compost filter sock shall be directed upslope, to prevent stormwater from running around the end of the sock.

3.2 TURF REINFORCEMENT MAT

A. Install turf reinforcement mat on all exposed cut/fill slopes with a slope 3:1 or greater to protect against rainfall and wind erosion and hold moisture content to enhance vegetation growth in seed where shown in the plans.

B. Install erosion control lining in the required locations immediately after the areas has been seeded.
1. Place the erosion control lining over the seed mulch to fit against the contours of the area. It shall be applied without stretching, lie smoothly but loosely, and be free of wrinkles and bunches. Roll the material in place and in the direction of the flow of surface water. Anchor the up-grade end of the erosion lining in a narrow trench 6” deep. Firmly tamp the trench backfill in place.
2. In ditches and on slopes, provide check or junction slots at no greater than 50’ intervals.

3. Where the erosion lining comes into contact with the edges of catch basins or other structures, place a tight fold in the edge of the material and bury it a minimum of 6” into the soil.
4. Install staples no more than 6” apart at all anchor, junction or check slots.
5. Where two lengths of erosion control lining are joined, the end of the upgrade strip shall overlap the downgrade by a minimum of 6” strip and the two strips shall be anchored together.

3.3 MAINTENANCE AND CLEANING OR EROSION AND POLLUTION CONTROLS

A. In accordance with Subsection 212.03 of the State Standards.

B. Repair all erosion controls until substantial completion and request inspection and approval of the condition of the protection from the Owner’s Representative.

3.4 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to the Drawings.

B. Inspect, repair, and maintain erosion and sedimentation control measures during construction until permanent vegetation has been established.

C. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

D. Following stabilization of the site and the receipt of permission from the Owner’s Representative, the Contractor shall remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.5 DISPOSAL

A. Disposal: Remove surplus soil material, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property. Any potentially contaminated soil material encountered, as specified by the State of Rhode Island Department of Environmental Management rules and regulations, shall be brought to the Rhode Island Resource Recovery Corporation or another appropriately licensed waste facility for legal disposal.

B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

3.6 PREPARATION

A. Restore damaged improvements to their original condition, as acceptable to Owner.

3.7 TEMPORARY SEEDING

A. In accordance with Subsection L.02 for Type 3 Temporary Seeding of the State Standards:

3.8 CONSTRUCTION ACCESSES

A. In accordance with Section 211 Construction Accesses of the State Standards.

END OF SECTION

SECTION 315000

EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUMMARY

A. This Section includes temporary excavation support and protection systems.

B. Related Sections include the following:
   1. Section 312319 - Dewatering.
   2. Section 310000 - Earthwork.

1.4 PERFORMANCE REQUIREMENTS

A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
   1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified professional engineer.
   2. Prevent surface water from entering excavations by grading, dikes, or other means.
   3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

B. The Contractor assumes all responsibility for the excavation support systems used. In the event of a failure, all resulting damages are the responsibility of the Contractor.

1.5 SUBMITTALS

A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems.
   1. Include Shop Drawings signed and sealed by a qualified Registered Professional Engineer licensed in the State of Rhode Island.
   2. Working drawings and details on the excavation support proposed by the Contractor shall be provided along with detailed calculations showing the design of the bracing and sheeting proposed also stamped by a Registered Professional Engineer licensed in the State of Rhode Island.
   3. Working Drawings and design calculations, at a minimum, shall indicate the following:
      a. Design criteria.
      b. Details, arrangement and method of assembly and disassembly of proposed system and sequence of construction.
      c. Connection details.
      d. Method of preloading the bracing.
      e. Full excavation depth.
      f. Loads on support system for various stages of excavation and bracing removal.
      g. Expected equipment loads.
      h. Maximum design load carried by various members of support system, and preload values.
      i. Depths below main excavation to which support system will be installed.
      j. Methods of resolving difficulties arising from misalignment of soldier piles or steel sheetpiling exposed during excavation, and criteria for implementing procedures.
      k. Design calculations, for various stages of excavation and bracing removal.
      l. Existing utility facilities. After checking locations by field investigations, revise drawings to show actual locations of facilities and excavation supports interference with proposed Work, and measures proposed to overcome such interferences.
      m. Manufacturer’s product data.
   4. Design Computations: The Contractor shall also submit complete computations for the design of the sheeting and bracing system(s) proposed to be installed.
      a. The design shall be in accordance with sound engineering practice and modern, accepted principles of soil mechanics.
      b. The design shall include the effects of all surcharge which may be reasonably anticipated.
      c. The minimum factor of safety for each of the design conditions required to be considered shall be 1.50.

B. Qualification Data for Installer and Professional Engineer.

C. Submittal Review:
   1. The design and layout will be reviewed by the Engineer as to type and suitability, providing that the arrangements presented by the Contractor are satisfactory, but such review will not relieve the Contractor of the sole responsibility for the adequacy of the system, nor shall it be construed as a guarantee that the Contractor's proposed equipment, materials and methods for sheeting and bracing will be adequate for the work required at the locations of and for the work required by this contract.

1.6 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Architect and then only after arranging to provide temporary utility services according to requirements indicated.

B. The Contractor may make test borings and conduct other exploratory operations necessary for excavation support and protection.

C. Survey adjacent structures and improvements adjacent to the excavation support system to monitor settlement. Employ a qualified professional engineer or land surveyor to establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations during construction.

D. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Owner's Representative if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

1.7 QUALITY CONTROL

A. Provide in accordance with the requirement as specified in Division 1 Specification Sections.

B. Support of Excavation shall be of sufficient strength to safely sustain all loads from the sides of the excavations, together with all water pressure and reasonable surcharge.

C. The Contractor shall, at all times, be entirely responsible for the adequacy of sheeting and bracing used:
   1. to permit the satisfactory and safe installation and construction of the work;
   2. to provide adequate protection against damage to all existing utilities, structures, and completed portions of the work; and
   3. to prevent injury to persons.

D. The Contractor shall control, and pitch, the grading to prevent water from running into the excavated areas of the structures, or to prevent damage to other structures or work already accomplished.
   1. Welding Operations – in accordance with AWS D1.1

1.8 DESIGN CRITERIA

A. This design criteria applies where the Contractor is responsible for design of the excavation support:
   1. Design the excavation support system in accordance with the earth pressures and other detailed criteria indicated.
   2. Design the excavation support system to support the earth pressures, decking system and AASHTO HS20 traffic loads if any, utility loads, equipment and construction loads, and other surcharge loads to allow the safe and expeditious construction of the permanent structures without movement or settlement of the ground, and to prevent damage to, movement or settlement of, adjacent buildings, structures, or utilities.
   3. Design sheet pile and soldier pile and lagging excavation support systems to penetrate to a depth below the bottom of excavation adequate to prevent lateral and vertical earth movement, and permit lowering of the indicated bottom of excavation at least two feet without any change in the support system as installed except for additional lagging and bracing for soldier pile and lagging systems.
   4. Design the bracing system to furnish sufficient reaction against the side banks to maintain stability in such banks. Obtain such reaction by timely stressing to predetermined locations until the necessary reaction is produced against the banks, or by such other methods that may be necessary to prevent displacement of ground and movement of structures.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Structural Steel:
1. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
2. Steel sheet piling – ASTM A328,: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.

B. Lagging:
1. Timber Lagging: use sound, well-seasoned Douglas Fir of rectangular cross section, Grade 2 or better. Timber shall be stamped and certified ALOPB LP-22 by the American Preserves Bureau.
2. Moisture Content shall not exceed 20%.
3. Minimum fiber stress in bending perpendicular to the grain shall be 1200 psi.

C. Timber Sheeting:
1. Any species of wood sheets that will satisfactorily withstand all driving and construction stresses and the loads, to which the members will be subjected, may be used for sheeting and bracing.
2. Wood sheeting shall not be less than three (3) inches nominal thickness.
3. All timber sheeting and bracing shall be free from worm holes, windshakes, loose knots, decayed or unsound portions of other defects which might impair its strength or tightness.

D. Other Materials:
1. The Contractor shall provide all hardware and fastenings necessary to accomplish satisfactory installation of all sheeting and bracing.

PART 3 - EXECUTION

3.1 INSTALLATION

A. General: Sheeting and bracing shall be of sufficient strength to sustain all loads from the sides of the excavations, together with all water pressure and surcharge.

B. The Contractor shall be entirely responsible for adequacy of sheeting and bracing used, and shall take all precautions necessary to prevent movement of material along the sides of excavations, and to prevent the intrusion of water beyond that which his pumping or well point system can control.

C. Sheeting shall be permanently left in place where indicated or directed.

D. It is expressly understood and agreed that whenever sheeting and bracing is used, it shall not relieve the Contractor of the sole responsibility for any damages, delays, or injury due to installation or failure of the sheeting or bracing, or the settling of the backfill, the pipeline, or the adjacent ground.

3.2 TIMBER SHEETING

A. Sheeting shall be driven to sufficient depth below the deepest excavation level to maintain sufficient restraint of the adjacent soil and to prevent movement of the sheeting or excessive intrusion of groundwater.

B. If voids occur behind the sheeting, they shall be filled immediately with proper material from earth excavation or other sources to the satisfaction of the Engineer.

C. Withdrawal of sheeting shall be carefully performed to prevent movement of material along the sides of the backfilled excavations, to prevent damage to utilities, structures, or the work, and to avoid injury to persons.

D. Unless otherwise permitted, sheeting shall be withdrawn in lifts of not more than four (4) feet, and all voids shall be filled immediately with selected materials and thoroughly compacted.

3.3 STEEL SHEET PILING

A. Install in plumb position with each pile interlocked with adjoining piles for its entire length so as to form a continuous diaphragm throughout the length of each run of wall, being tightly against original ground. Use vibratory pile driver to install sheeting to depth required for design. The equipment and methods of installation, cutting, and splicing shall conform to the approved Working Drawings.

B. Steel sheet piling located within a one to one slope from the bottom of the foundation element shall not be removed.

3.4 SOLDIER PILES AND LAGGING

A. Provide bored holes for soldier piles adequate to accommodate pile sections shown on approved Working Drawings. Extend holes to necessary depth below level of subgrade. When pre-boring is to occur within two feet of a utility, uncover utility and install a steel drill casing to a level at least six inches below bottom of utility prior to pre-boring.

B. Carry bottom of sheeting system to a depth below main excavation adequate to prevent lateral movement and to obtain adequate vertical support. In areas where additional excavation is required below main excavation subgrade, prevent movement of main excavation supports.

C. Encase soldier piles with 2500 psi concrete up to lowest point of excavation adjacent to pile location. Fill remainder of hole with lean concrete, completely encasing pile.

D. Use timber lagging secured in place to soldier piles.

E. Follow excavation closely with placement of lagging. Do not allow height of unlagged face of excavation to exceed five feet in rock and predominately clayey soils, or three feet in sandy soils. Extend lagging to final subgrade. Decrease height as required to prevent ground movement.

F. Do not permit height of unlagged face to exceed 15 inches if water flows from face of excavation, or if soil (of any type) in face moves towards excavation area. Decrease unlagged face height as required to prevent ground movement.

G. Carefully perform excavation for installation of lagging to minimize formation of voids. Separate lagging members only as necessary to permit packing behind them.

H. Pack behind lagging as installation progresses; establish tight contact between excavation face and lagging. Pack openings between lagging members with straw or other suitable material to allow free drainage of water without loss of soil or sand packing.

I. If unstable material is encountered during excavation, take suitable measures to contain unstable material in place and prevent ground displacement, which may cause damage.

J. Maintain sufficient quantity of material on hand for lagging, bracing and other operation for protection of Work and for use in case of accident or emergency.

3.5 SUPPORT SYSTEMS WITH INTERNAL BRACING

A. Use walers, struts, and rakers as necessary to provide internal support of excavation faces retained by soldier piles. Internal columns are unacceptable.

B. When walers are used, obtain tight bearing between wales and wall, and ample bearing area with starpack for load transfer.

C. Provide struts as indicated and intermediate bracing as needed to enable struts to carry maximum design load without distortion or buckling.

D. Provide diagonal bracing as needed for stability of system.

E. Include web stiffeners, plates or angles as needed to prevent rotation, crippling or buckling of connections and points of bearing between structural steel members. Allow for eccentricities caused by field fabrication and assembly.

F. Install and maintain internal bracing support members in tight contact with each other and with surface being supported. Attach struts to wales using direct end bearing vertical plate (shimmed) connections at all levels.

G. Design internal bracing support members for maximum forces occurring during excavation or removal stages.

H. Preloading:
   1. Preload internal bracing members, including struts, (except deck beams), shores and similar members, to 50 percent of design compression load occurring during excavation phase.
   2. Use procedures that produce uniform loading on bracing members without inducing appreciable eccentricities or overstressing and distortion.
   3. Make provisions for permanently fixing each member with steel shims or wedges welded into place.
   4. Accomplish preloading by jacking supports in place against soldier piles or wales.
   5. Do not use wooden wedges to preload bracing member.
   6. Include in preloading system means to determine, within five percent, amount of preload induced into bracing members.

I. If decking beams are not required, or if decking beams are not designed to support excavation loads, install uppermost tier of bracing at vertical distances not more than eight feet below top of excavation.

J. Install tiers of internal bracing with a vertical distance between them and level of excavation below of not greater than 15 feet. Reduce maximum vertical distance to nine feet where ground movement and settlement shall be minimized to prevent damage, where indicated or as directed.

K. Excavate below point of support as indicated. Install bracing, and preload immediately after installation and before continuing excavation.

L. When removing struts, increase vertical spacing provided invert slab has been place for at least ten days and support system is adequate to support, safely, adjacent structures and works.

M. Vertical spacing of bracing may be increased when removing struts, provided support system is adequate to support adjacent structures and works.

3.6 REMOVAL OF SUPPORTING SYSTEM

A. When removing excavation support system, do not disturb or damage adjacent buildings structures, construction, or utility facilities. Fill voids immediately with lean concrete or with approved backfill compacted to the density as specified in Section 31 00 00, “Earthwork”.

B. Except as specified herein and below, remove sheeting system to a depth of at least six feet below the ground surface.

C. Remove material of supporting system from the Worksite immediately.

END OF SECTION

SECTION 334000

STORM DRAINAGE UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

A. All work specified in this Section shall conform to “Standard Specifications for Road and Bridge Construction” of the Rhode Island Department of Transportation, latest revision, herein referred to as “State Standards”.

B. Existing Conditions mapping was compiled from plan entitled “Limited topographic Survey Existing Conditions Plan” prepared by Martinez Couch & Associates, LLC.

1.3 SUMMARY

A. This Section includes gravity-flow, nonpressure storm drainage outside the building, with the following components:
   1. Pipe
   2. Area Drains

1.4 DEFINITIONS

A. PVC: Polyvinyl chloride plastic.

B. HDPE High Density Polyethylene.

C. RCP Reinforced Concrete Pipe

D. PE: Polyethylene

1.5 SUBMITTALS

A. The Contractor shall submit for approval, manufacturer’s printed recommendations for the storage, protection, handling, installation and testing of stormwater piping, fittings and appurtenances, which shall be strictly adhered to by the Contractor.

B. Shop Drawings: For the following:
   1. Area Drain: Include plans, elevations, sections, details, and frames, covers, and grates.
   2. Pipe of all materials.

C. Conformance Certificate: Each shipment of castings and concrete manholes and catch basins shall be accompanied with the manufacturer's notarized certification and cylinder testing results that materials meet specified requirements.

D. Record Drawings: All installed underground utilities shall be designated on as-built drawings by the contractor of record and provided to the Owner and Engineer in AutoCad electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect pipe, pipe fittings, and seals from dirt and damage.

B. Handle catch basins and manholes according to manufacturer's written rigging instructions.

C. Use only nylon-protected slings to handle pipe. The use of hooks or bare cables will not be permitted.

D. Avoid damage to castings from impact, abrasion, or corrosion during handling and storage.

E. Do not store PVC piping and fittings in the sunlight for extended periods of time. Store pipe in accordance with manufacturer's recommendations.

F. Ship rubber gaskets in cartons and store in a clean area away from grease, oil, ozone producing electric motors, heat and the direct rays of the sun.

G. Use all means necessary to protect precast concrete units and materials before, during and after installation and to protect the installed work and materials for all other trades.

H. In case of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative at the Contractor's expense.

I. Pipe, pipe fittings, and other associated appurtenances damaged during deliver handling or storage shall be replaced at no additional cost to the Owner.

1.7 PROJECT CONDITIONS

A. The Contractor shall provide means of stormwater management during construction to control runoff and protect downstream areas from damage resulting from stormwater runoff.

B. The Contractor is responsible for any damage resulting from stormwater runoff during construction, including damage from flooding.

1.8 QUALITY CONTROL

A. All precast concrete shall be the product of a manufacturer who has demonstrated capability to produce precast concrete products of the quality specified. A manufacturer must be able to show that he has experienced personnel, physical facilities, established quality control procedures, and

a management capability sufficient to execute the work of this contract. When requested by the Owner's Representative, the Contractor shall submit written evidence of the above requirements.

B. Experienced plant personnel shall closely supervise the manufacturing process, and daily records of concrete strength shall be kept and submitted to the Owner's Representative for control.

C. Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly trained and experienced in the installation of the precast concrete structures and shall direct all work performed under this Section.

PART 2 - PRODUCTS

2.1 HIGH-DENSITY POLYETHYLENE PIPE AND FITTINGS

A. High-Density Polyethylene Pipe and fittings shall be ADS N-12 IB ST Smooth Interior Pipe, ADS N-12 IB ST High Capacity Large Diameter Pipe or approved equivalent. Joints shall be soil-tight and include a rubber gasket on the spigot end of the pipe. When installed into the bell end, the joint shall be sealed.

B. Pipe shall conform to AASHTO M294 (Type 'S') for the specified diameters and strength classes.

C. Pipe shall be rated to withstand H-20 Loading Criteria with 18" of cover.

2.2 FLEXIBLE PIPE COUPLINGS

A. Flexible Couplings: Elastomeric sleeve with stainless-steel shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end as manufactured by Fernco Inc. or approved equivalent.

2.3 AREA DRAINS

A. Area drain shall be formed of PVC pipe stock meeting ASTM D1784 utilizing a thermoforming process to reform the pipe stock to the specified configuration. Drainage pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection with the specified pipe system.

B. Joints shall use elastomeric seals and conform to ASTM D3212, latest revision. Flexible elastomeric seals shall conform to ASTM F477.

C. Frame and grates shall be 24" dia. ductile iron grates made specifically for each area drain. Casting shall conform to ASTM A536 grade 70-50-05. Grates shall be ADA compliant.

D. Area Drains shall be rated to withstand HS-20 loading criteria and construction traffic.

E. Area drains shall be equipped with a sump and outlet tee as specified on the plans and details.

2.4 GEOTEXTILES

A. Refer to Section 310000 for requirements regarding geotextile filter fabrics.

2.5 IDENTIFICATION

A. Underground-type line markers for non-metallic pipelines: manufacturer's standard permanent detection tape, bright-colored, continuous printed polyethylene tape with a metallic core for each detection of non-metallic underground installations, intended for direct-burial service; not less than 6" wide x 4 mils thick. Provide green detection tape with black printing reading "Caution Drain Line Buried Below" as manufactured by Seton or approved equivalent.

PART 3 - EXECUTION

3.1 EARTHWORK

A. Excavation, trenching, and backfilling are specified in Section 310000 "Earthwork."

3.2 PIPE INSTALLATION

A. Use only nylon-protected slings to handle pipe. The use of hooks or bare cables will not be permitted.

B. Pipe shall be inspected before any backfill is placed. Any pipe determined by the Owner’s Representative to be out of alignment, unduly settled, or damaged shall be taken up and re-laid or replaced at no additional cost to Owner.

C. General Locations and Arrangements: Drawing plans and details indicate location and arrangement of underground storm drainage piping. Install piping as indicated, following piping manufacturer's written instructions.

D. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.

E. If conflicts between utilities, the Contractor shall stop work on the utilities, contact the Engineer, and await direction from the Engineer.

F. Install piping with 36-inch minimum cover unless otherwise specified on the Drawings.

G. Install piping with a minimum slope as specified on Drawings.

3.3 AREA DRAIN INSTALLATION

A. Area drains shall be stored out of direct sunlight until they are ready to be installed.

B. Excavation and backfilling requirements for installation of the structures shall be in accordance with the requirements as specified in Section 31 00 00 Earthwork. Use sand gravel fill bedding with no stones larger than 1 ½" dia. Compact backfill uniformly.

C. The area drain basin shall be set level and set so as to be vertical and in true alignment.

D. Joints: Pipe joints into area drains shall be constructed in accordance with the details shown on the plans. Complete details of the boot manufacture and installation shall be submitted for approval.

E. Drain basin body shall be cut at the time of final grade. No brick, stone, or concrete block will be required to set the grate to the final grade height.

3.4 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use procedure below:
   1. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.

B. Abandoned Manholes and Structures: Excavate around manholes and structures as required and use one procedure below:
   1. Remove manhole or structure and close open ends of remaining piping.
   2. Remove top of manhole or structure down to at least 48 inches below final grade. Fill manhole below this point with gravel borrow and compact to 92%
   3. Backfill to grade according to Section 310000 - Earthwork.

3.5 IDENTIFICATION

A. Materials and their installation are specified in Section 310000 - Earthwork. Arrange for installation of green warning tape directly over piping and at outside edge of underground structures.
   1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

3.6 FIELD QUALITY CONTROL

A. Inspect interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at completion of Project.
   1. Defects requiring correction include the following:
      a. Alignment: Less than full diameter of inside of pipe is visible between structures.
      b. Deflection: Flexible piping with deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
      c. Crushed, broken, cracked, or otherwise damaged piping.
      d. Infiltration: Water leakage into piping.
      e. Exfiltration: Water leakage from or around piping.
   2. The Contractor shall, at his own expense, replace defective piping using new materials, and repeat inspections until defects are within allowances specified.

3. The Contractor shall repair any defects or corrections required by the Owner's Representative.

3.7 CLEANING

A. The Contractor shall clean interior of piping and structures of dirt, debris, and superfluous materials prior to commencing work, during construction and prior to acceptance of stormwater drainage system.

B. The Contractor shall also clean downstream portions of the stormwater conveyance system which recovered silt deposits from the construction activity.

3.8 RECORD DRAWINGS

A. All installed underground utilities shall be designated on as-built drawings by the contractor of record and provided to the Owner and Engineer in AutoCAD electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.

END OF SECTION

PARE CORPORATION

8 BLACKSTONE VALLEY PLACE, LINCOLN, RHODE ISLAND

ENGINEERS *** PLANNERS *** CONSULTANTS

TEST HOLE NO. **TP-1**

SHEET 1 OF 3

Property Owner:	Town of Bristol		
Project:	BWRSD	Contractor:	Bristol DPW
Property Location:	1225 Hope Street	Excavator:	Backhoe
Date of Test Hole:	March 21, 2024		
Soil Evaluator:	Spencer Lynds SE#14275	State / SE Expiration:	MA / 6/30/2025
Weather:	Clear	Shaded:	Yes ☐ No ☑

SAMPLE DESCRIPTION

Horizon	Depth	Horizon Boundaries		Soil Colors		Re-Dox Description			Texture	Structure	Consistence	Percent Gravel Cobbles Stone
		Dist	Topo	Matrix	Re-Dox Features	Ab.	S.	Con.				
Fill	0 - 24								-	-	-	-
R												

Soil Class:	-	Total Depth of Test Hole:	24"
Depth to Groundwater or Seepage:	-	Depth to Impervious or Limiting Layer:	24"
Estimated Seasonal High Water Table:	24"	Surface Elevation of Test Pit (approximate):	-

COMMENTS:

Fill down to Bedrock. Fill contained chipped rock, trace organics, light brown in color

PARE CORPORATION

8 BLACKSTONE VALLEY PLACE, LINCOLN, RHODE ISLAND

ENGINEERS *** PLANNERS *** CONSULTANTS

TEST HOLE NO. **TP-2**

SHEET 2 OF 3

Property Owner:	Town of Bristol		
Project:	BWRSD	Contractor:	Bristol DPW
Property Location:	1225 Hope Street	Excavator:	Backhoe
Date of Test Hole:	March 21, 2024		
Soil Evaluator:	Spencer Lynds SE#14275	State / SE Expiration:	MA / 6/30/2025
Weather:	Clear	Shaded:	Yes ☐ No ☑

SAMPLE DESCRIPTION

Horizon	Depth	Horizon Boundaries		Soil Colors		Re-Dox Description			Texture	Structure	Consistence	Percent Gravel Cobbles Stone
		Dist	Topo	Matrix	Re-Dox Features	Ab.	S.	Con.				
Fill	0 - 24								-	-	-	-
C1	24 - 32								FSL	MASSIVE	FIP	5%
R												

Soil Class:	CLASS C	Total Depth of Test Hole:	32"
Depth to Groundwater or Seepage:	-	Depth to Impervious or Limiting Layer:	32"
Estimated Seasonal High Water Table:	32"	Surface Elevation of Test Pit (approximate):	-

COMMENTS:

Fill down to C1 layer. C1 layer tight/FIP, well graded, moderate cobbles, lighter brown in color than fill layer. Same fill contents as TP-1
Bedrock encountered.

PARE CORPORATION

8 BLACKSTONE VALLEY PLACE, LINCOLN, RHODE ISLAND

ENGINEERS *** PLANNERS *** CONSULTANTS

TEST HOLE NO. **TP-3**

SHEET 3 OF 3

Property Owner:	Town of Bristol		
Project:	BWRSD	Contractor:	Bristol DPW
Property Location:	1225 Hope Street	Excavator:	Backhoe
Date of Test Hole:	March 21, 2024		
Soil Evaluator:	Spencer Lynds SE#14275	State / SE Expiration:	MA / 6/30/2025
Weather:	Clear	Shaded:	Yes ☐ No ☑

SAMPLE DESCRIPTION

Horizon	Depth	Horizon Boundaries		Soil Colors		Re-Dox Description			Texture	Structure	Consistence	Percent Gravel Cobbles Stone
		Dist	Topo	Matrix	Re-Dox Features	Ab.	S.	Con.				
Fill	0 - 36								-	-	-	-
Ab	36 - 42								SL	MASSIVE	FRIABLE	-
Bw	42 - 48								SL	MASSIVE	FRIABLE	-
C1	48 - 72					66			FSL	MASSIVE	FRIABLE	5%

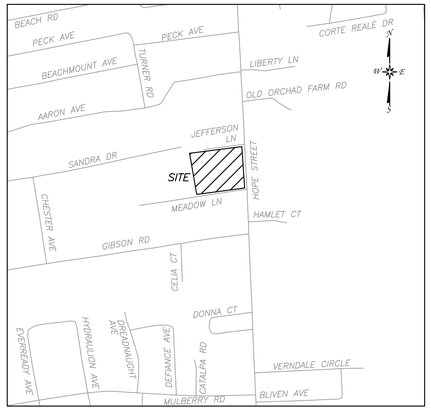
Soil Class:	CLASS C	Total Depth of Test Hole:	72"
Depth to Groundwater or Seepage:	-	Depth to Impervious or Limiting Layer:	-
Estimated Seasonal High Water Table:	66"	Surface Elevation of Test Pit (approximate):	-

COMMENTS:

Buried natural soil column. Fill consistent with fill in TP-1 and TP-2. C1 consistent with TP-2. No limiting layer or bedrock encountered. Redoximorphic encountered at 66".

TEST HOLE NO. **TP-3**


N/F
LOUIS ET UX VARRICHIONE &
GINA M. VARRICHIONE TE
50 SANDRA CT
MAP 66 LOT 1
N/F
ROBERT W. GOFF & LAURA A. LE.
BRENDAN R. GOFF & CASSIDY C. JT.
1 JEFFERSON LANE
VOL.1984 PG.245
MAP 66 LOT 55
N/F
PAUL R. SR. VOLLARO & ELAINE L. ETUX TE
3 JEFFERSON LANE
VOL.1443 PG.246
MAP 66 LOT 56
JEFFERSON LANE
BENCHMARK
FLAT NAIL IN UTILITY
POLE 36-2
EL.=103.74'
Pole #36-2
N/F
CLAY B. RESNICK & JENNIFER L TE
45 SANDRA CT
VOL.1792 PG.106
MAP 66 LOT 54
TP-1
TP-2
TP-3
DMH
TF=97.79'
INV. IN(W)=93.6'(4"PVC)
INV. IN(W)=93.1'(6"PVC)
INV. OUT(SE)=92.9'(6"PVC)
CL CB
TF=97.29'
INV. OUT(E)=94.6'(6"PVC)
DMH
TF=98.19'
INV. IN(E)=94.3'(6"PVC)
INV. OUT(S)=94.2'(6"PVC)
DMH
TF=97.52'
INV. IN(W)=96.1'(2"PVC)
INV. IN(NW)=92.4'(6"PVC)
INV. OUT(S)=92.3'(12"CPP)
BUS DROP-OFF
HOPE STREET
N/F
ROCKWELL SCHOOL C/O
BRISTOL SCHOOL DEPARTMENT
1225 HOPE STREET
MAP 66 LOT 2
N/F
RICHARD J. & ANNALEE
TAVARES TRUSTEES
14 MEADOW LANE
VOL.1666 PG.24
MAP 66 LOT 40
N/F
TOWN OF BRISTOL
MEADOW LANE
MAP 66 LOT 38
CB
TF=97.84'
INV. IN(N)=93.7'(6"PVC)
INV. OUT(S)=93.6'(12"CPP)
DMH
TF=97.37'
INV. IN(N)=93.1'(12"CPP)
INV. OUT(E)=93.2'(12"CPP)
SMH
TF=97.20'
INV. IN(NE)=88.7'(6"PVC)
INV. IN(NE)=89.7'(6"PVC)
INV. OUT(SW)=89.6'(6"PVC)
SMH
TF=96.79'
INV. IN(NE)=88.9'(6"PVC)
PIPE IN(E)=CAPPED
INV. OUT(W)=88.6'(8"PVC)
BENCHMARK
FLAT NAIL IN UTILITY
POLE NG#3
EL.=104.04'
MEADOW LANE
Play System
Basket Ball Hoop
White Line
Sand & Gravel
Bit. Ground
Wood Retaining Wall
Rubber Mulch, Sand, Gravel
Bit. Walk
Bit. Curb
Conc. Curb
Bit. Drive
Bit. Parking
Conc. Drive.
Edge of Pavement
Grass
Gravel
Shed
Dumpster
Landscape
Conc. Pad
Gate
Ldsp.
Bit.
Conc.
OH
HO



LOCATION MAP
SCALE: 1"=500'

NOTES:

1) THIS SURVEY AND MAP HAVE BEEN PREPARED IN ACCORDANCE TO HORIZONTAL ACCURACY CLASS I, TOPOGRAPHIC ACCURACY OF CLASS III AND IS INTENDED TO BE USED TO DEPICT EXISTING CONDITIONS..

2) NORTH ORIENTATION AND COORDINATES REFER TO RHODE ISLAND STATE PLANE COORDINATE SYSTEM NAD 83.

3) ELEVATIONS ARE BASED ON NAVD 88 OBTAINED UTILIZING RTK GPS METHODS, OBSERVATIONS MADE ON 01/25/2024.

4) PROPERTY LINES DEPICTED HEREON ARE BASED ON RHODE ISLAND GIS MAPPING.

5) PARCEL OWNER OF RECORD: TOWN OF BRISTOL.

6) PARCEL ID MAP 66, BLOCK 2, TOWN OF BRISTOL ASSESSOR'S MAPPING.

7) PARCEL IS IN THE PI (PUBLIC INSTITUTIONAL) ZONING DISTRICT.

8) PARCELS ARE IN ZONE X FLOOD HAZARD ZONES (AREA OF OF MINIMAL FLOOD HAZARD) AS DEPICTED ON THE FLOOD INSURANCE RATE MAP, TOWN OF BRISTOL, RHODE ISLAND, BRISTOL COUNTY, PANEL 11 OF 18, COMMUNITY PANEL NUMBER 440016C0011H, EFFECTIVE DATE JULY 7, 2014 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

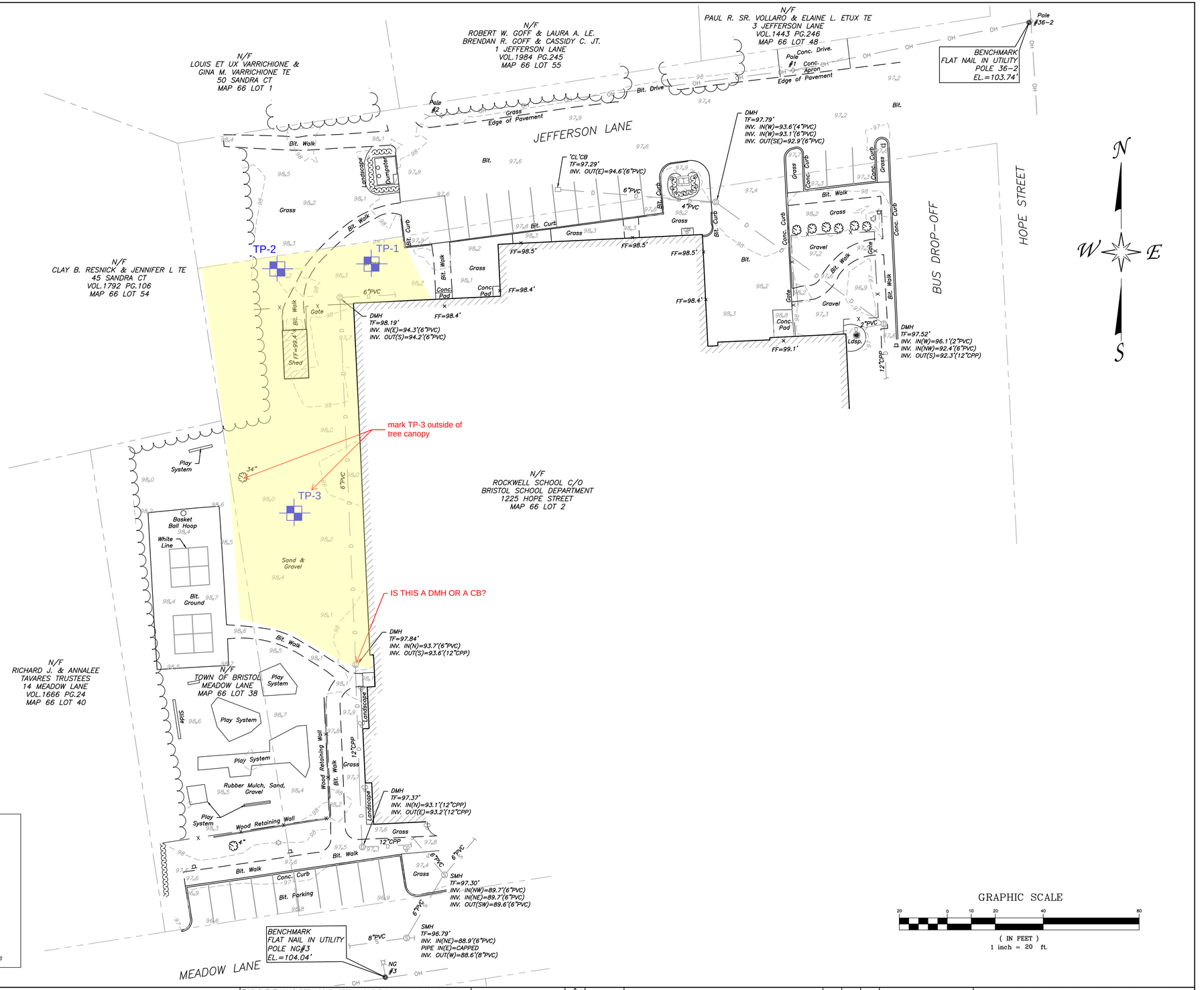
9) NOT ALL IMPROVEMENTS ARE SHOWN.

MAP REFERENCES:

1) "BOUNDARY & TOPOGRAPHIC SURVEY PLAN, ROCKWELL SCHOOL, APP 66 LOT 2 & 38 – HOPE STREET BRISTOL, RHODE ISLAND", SCALE: 1"=20', PREPARED BY: WATERMAN ENGINEERING CO. AND DATED: MAY 6, 2005.

2) "LAYOUT & MATERIALS PLAN, ROCKWELL ELEMENTARY SCHOOL BRISTOL, RI", SCALE: 1"=20', PREPARED BY:MOUNT VERNON GROUP INC. DATED:JULY 1, 2005 AND LAST REVISED: 04/04/06.

NOTES:
INDICATED UNDERGROUND UTILITIES ARE BASED ON ACTUAL FIELD LOCATIONS AND AVAILABLE NOTES AND MAPPING BY OTHERS. THE LOCATIONS ARE APPROXIMATE AND ALL UTILITIES MAY NOT BE SHOWN. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL HAVE ALL UTILITIES MARKED ON THE GROUND.



SYMBOLS LEGEND

Light Pole	Sanitary Manhole	Property Line	
Utility Pole	Electric Manhole	100	Contour Line
Utility Pole w/ Light	Drainage Manhole	101.8	Spot Grade
Guy Anchor	Electric Transformer	x	Chain Link Fence
Deciduous Tree	"CL" Catch Basin		Guardrail
Bush			Treeline
Sign			Hedgerow
Post		OH	Overhead Wires
Benchmark		D	Underground Drain Line
Gas Meter		S	Underground Sewer Line

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

MCA
MARTINEZ COUCH & ASSOCIATES LLC
ENGINEERING • LAND SURVEYING • ENVIRONMENTAL
CONSTRUCTION INSPECTION • GIS • WASTEWATER

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ROCKWELL ELEMENTARY SCHOOL
1225 HOPE STREET

BRISTOL, RHODE ISLAND

PREPARED FOR: PERKINS EASTMAN

THIS SURVEY HAS BEEN CONDUCTED AND THE PLAN HAS BEEN PREPARED PURSUANT TO SECTION 9 OF THE RULES AND REGULATIONS ADOPTED BY THE RHODE ISLAND BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS ON NOVEMBER 25, 2015, AS FOLLOWS:

TOPOGRAPHIC SURVEY – CLASS III
THE PURPOSE FOR THE CONDUCT OF THE SURVEY AND FOR THE PREPARATION OF THE PLAN IS AS FOLLOWS: TO DEPICT EXISTING TOPOGRAPHIC CONDITIONS.

DAVID A. ANNINO P.L.S. #1963, COA #LS-A711 DATE
THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND SEAL

NO.	DATE	REVISIONS	BY	CHK	APPV
△					
△					
△					
△					
△					

DRAWN BY: HS | CHECKED BY: JPB | SCALE: 1"=20' | DATE: 01-25-2024

LIMITED TOPOGRAPHIC SURVEY

EXISTING CONDITIONS PLAN

JOB NO.	DRAWING NUMBER	SHEET
2023-194	2023-194 ROCKWELL SCHOOL-RI.DWG	1 OF 1