

Patricia A. Peshka
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode island 02886
Tel (401)738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Tuesday, January 25, 2022. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2022-300 Storage Building – Contract 104

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Tuesday, January 25, 2022.

Sealed bids will be received by The Warwick Sewer Authority, at the office of the Warwick Sewer Authority, 125 Arthur W. Devine Blvd., Warwick, Rhode Island 02888 up until 10:00 AM, Wednesday, February 16, 2022. The bids will be opened publicly commencing at 10:00 AM on the same day at the office of the Warwick Sewer Authority. *Please note that due to COVID-19, visitors must adhere to social distance guidelines. All visitors are required to wear masks regardless of vaccination status.*

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2022-300

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2022-300 Storage Building – Contract 104

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as “Bid2022-300 Storage Building – Contract 104.”

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Betty Anne Rogers, WSA. Any questions must be submitted in writing via email, and directed to Betty Anne Rogers BettyAnne.Rogers@warwickri.com of the Warwick Sewer Authority.

All bids should be written in ink or typed. If there is a correction with whiteout, the

bidder should initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder should indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 is available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prevailing Wages will apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor must keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders should examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: www.dlt.ri.gov/pw/pwFormsPubs.htm. Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors must provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project will withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of

up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

Bid surety in the form of a bank check, original bid bond or certified check in the amount of ten (10) percent of the total bid price must be submitted with each bid. If a bid bond is submitted, it must be duly executed by the bidder as principal and having as surety thereon a surety company licensed to do business in the State of Rhode Island and approved by the owner.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability and Automobile Liability in a minimum amount of \$1 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

The successful bidder must furnish a performance and payment bond in the amount of 100 percent of the total bid price.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

If required, the successful bidder will provide said **Certificate of Insurance, bonds and State of Rhode Island's Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm One year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

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

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the

best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services has been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2022-300 Storage Building – Contract 104

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Item No.	Approx. Quantity	Unit Measure	Items w/Unit Bid Prices Written in Words	Unit Bid \$ Price	Amount \$ Bid
The Bidder agrees to perform all the construction work described in the CONTRACT DOCUMENTS, for the following unit and lump sum prices. BIDS shall include applicable fees.					
1	1	L.S.	Storage Building		
At _____ Per L.S.				_____	_____
TOTAL OF BID (ITEMS 1):				\$ _____	
TOTAL BID WRITTEN IN WORDS:					(Figures)
-					
(Written)					Dollars

**CITY OF WARWICK, RHODE ISLAND
HONORABLE FRANK J. PICOZZI, MAYOR**

**WARWICK SEWER AUTHORITY
GARY C. JARVIS, CHAIRMAN**

**THOMAS H. CHADRONET
CARLO E. PISATURO, JR
SCOTT GOODINSON**

**SCOTT PHILLIPS
GARY P. MARINO
PETER GINIATT**

BETTYANNE ROGERS, EXECUTIVE DIRECTOR



January 2022

SPECIFICATIONS FOR CONSTRUCTION OF

**CONTRACT 104
Storage Building**

SECTION 00010

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WARWICK SEWER AUTHORITY

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STORAGE BUILDING

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END OF SECTION

DIVISION 00

SECTION 00030
ADVERTISEMENT FOR INVITATION FOR BIDS

Invitation for Bids
Contract No. 104
STORAGE BUILDING

Owner: City of Warwick, Rhode Island
Acting Herein Through Its Warwick Sewer Authority

Engineer: Warwick Sewer Authority, Warwick Rhode Island
125 Arthur Devine Blvd
Warwick, RI 02888
Telephone: (401) 739-4949
Contact: BettyAnne Rogers, Executive Director

Project: Storage Building
Contract No. 104

The Warwick Sewer Authority (WSA) is issuing an Invitation for Bids (IFB) for the above-noted work to be performed in the City of Warwick, RI.

The work to be provided includes construction of a prefabricated steel building at the WSA treatment facility in accordance with the Contract Documents and Plans.

The bid must be on a lump sum basis. Segregated bids will not be accepted.

The Warwick Sewer Authority will receive Bids until 10:00 a.m. prevailing time on the February 16, 2022 at the office of the Warwick Sewer Authority, 125 Arthur W. Devine Blvd., Warwick, Rhode Island. Bids will be opened and publicly read aloud on the same day and date at 10:00 a.m. prevailing time at the office of the Warwick Sewer Authority. All interested parties are invited to attend.

Electronic copies of the Contract Documents shall be obtained at the City of Warwick Purchasing Department website at <https://www.warwickri.gov/bids>.

Each bidder must deposit with his Bid, security in the amount, form and subject to the conditions provided in the Information for Bidders (10% of Bid).

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" by the Authority and to fully complete the project within 120 consecutive calendar days thereafter.

No bidder may withdraw his Bid within 90 days after the actual date of the opening thereof.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and wage rates to be paid under the Contract. In conformity with the provisions of Chapters 12 and 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsman, teamsters and laborers shall not be less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis, and is on file in the office of the State Department of Labor.

Bidders shall be required to comply with the President's Executive Order No. 11246 and State of Rhode Island Executive Order No. 85-11, including any amendments or supplements relating thereto. The requirements of bidders and contractors under these orders are explained in the Contract Documents.

The Authority, being considered the sole and only judge, reserves the right to waive any informalities in, or to reject, any or all bids, should the Authority deem it to be in the public's best interest to do so.

No pre-bid conference for prospective bidders will be held

END OF SECTION

SECTION 00120

INFORMATION FOR BIDDERS

ARTICLE 1 - RECEIPT AND OPENING OF BIDS:

- A. The Warwick Sewer Authority (herein called the "WSA") invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the WSA at its office at 125 Arthur W. Devine Boulevard, Warwick, RI 02886 on or before October 21, 2021 to the attention of Betty Anne Rogers, Executive Director at which time they will be publicly opened and read aloud. The envelopes containing the Bids must be sealed, marked clearly with the BIDDER'S name, and designated as follows: Enclosed, "Bid Contract No. 104 – "Storage Building"
- B. Bids are to include information required within the Bid Price Package of this specification, Sections 00300 through Section 00430 and not the entire Specification book. The following items constitute a complete bid:

<u>Item</u>	<u>Description</u>	<u>Section</u>
1.		Acknowledgement of Addendum Page 2
2.		Certification & Warrant Form Page 3
3.		Bid Price Form 00300
4.		Bid Bond 00310
5.		Proposed Subcontractors 00430

- C. The WSA may not consider any Bid that is not prepared and submitted in accordance with the provisions hereof and may waive any formalities or reject any and all Bids in the WSA's best interests. Any Bid may be withdrawn prior to the scheduled time and date for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No BIDDER may withdraw a Bid within 90 days after the date of the opening thereof. The WSA may modify or amend technical specifications for this Project at any time prior to the opening of the Bids.

ARTICLE 2 - PRE-BID CONFERENCE AND QUESTIONS:

There will be no Pre-Bid Conference for this bid.

Any questions must be submitted in writing via email, and directed to Betty Anne Rogers BettyAnne.Rogers@warwickri.com of the Warwick Sewer Authority. However, the WSA will not be responsible for information that is not received, and it is the BIDDER'S responsibility to confirm the receipt of the questions. NO QUESTIONS WILL BE ACCEPTED AFTER February 7, 2022. Responses to substantive questions received in writing will be forwarded to all prospective BIDDERS in advance of the posted online with the City of Warwick of Purchasing Department.

ARTICLE 3 - PREPARATION OF BID:

- A. Each Bid must be submitted on the prescribed form, accompanied by a Bid Bond and any other requested information. All blank spaces for Bid prices must be filled in, in ink or typewritten, using numerical figures, unless otherwise requested. Should both written words and numerical

figures be given, the written words shall apply in the event of conflict. All Bids shall be prepared in conformity with, and based upon and submitted subject to, all requirements of the Specifications and Drawings, together with all addenda thereto.

- B. Each Bid must be submitted in sealed inner and outer envelopes bearing on the outside of each envelope the name of the BIDDER, its address, and the name of the Project for which the Bid is submitted. Both envelopes shall be clearly labeled "BID DOCUMENTS" so as to guard against opening prior to the time set therefore. No blame shall be attached to any agent of the WSA for the opening of any Bid not so marked.
- C. The BIDDER is advised specifically that any person, firm, or other party to whom BIDDER proposes to award a subcontract under this Agreement must be acceptable to the WSA. Approval of any subcontract award will not be given by the WSA unless and until the proposed Subcontractor has submitted evidence showing that it has fully complied with any requirements to which it is subject.

ARTICLE 4 - FACSIMILE MODIFICATIONS:

Any BIDDER may modify its Bid by facsimile communication at any time prior to the scheduled closing time for receipt of Bids provided that such facsimile communication is received by the WSA prior to the closing time for Bids and, provided further, that the WSA is satisfied that a written confirmation of the facsimile modification over the signature of the BIDDER was mailed and postmarked prior to the closing time. The facsimile communication should not reveal the Bid price but must provide the addition or subtraction, or other modifications to the sealed Bid Price, so that the final prices or items will not be known by the WSA until the sealed Bid is opened. If written confirmation of the facsimile modification is not received within two working days after the closing time, no consideration will be given to the facsimile modification.

ARTICLE 5 - WITHDRAWAL OF BIDS:

Bids may be withdrawn personally or by written or facsimile request dispatched by the BIDDER in time for delivery to the WSA in the normal course of business prior to the time fixed for Bid submission; provided that written confirmation of any facsimile withdrawal over the signature of the BIDDER was mailed and postmarked prior to the closing time. Negligence on the part of the BIDDER in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been received as noted in Article 1 of this section.

ARTICLE 6 - METHOD OF BIDDING:

The WSA is seeking Unit Bid Prices for the complete construction of the Project, together with all related incidental and appurtenant work as described in these Specifications or as shown on the Drawings. The WSA may at its own discretion limit the scope of the Project.

ARTICLE 7 - QUALIFICATIONS OF BIDDERS:

The WSA may make such investigations as it deems necessary to determine the ability of the BIDDERS to perform the Work, and each BIDDER shall furnish to WSA all such information and data for this purpose as WSA may request. WSA reserves the right to reject any Bid if the evidence submitted by, or

its investigation of, such BIDDER fails to satisfy the WSA that such BIDDER is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein within the time stated. A BIDDER will be disqualified if more than one Bid is received from an individual, firm, partnership, corporation or association, under the same or different names and such Bid will not be considered. All BIDDERS and Subcontractors must be licensed and authorized to do business in the State of Rhode Island.

ARTICLE 8 - BID SECURITY:

(To be made payable to the Warwick Sewer Authority)

Each Bid must be accompanied by a certified check, cashier's check, money order, or a Bid Bond prepared on the form of Bid Bond (Section 00310) attached hereto, duly executed by the BIDDER as principal and having as surety thereon a Surety company approved by the WSA and approved to do business in the State of Rhode Island, in the amount of ten (10) percent of the Bid Price. The Bid Price will be taken as the total price to perform all of the Bid Items listed in Section 00300 – Bid Price Forms. Any BIDDER withdrawing its Bid after submittal or failing to enter into a contract with the WSA no later than ninety (90) days after the Bid opening date shall forfeit its Bid Security to the WSA. The Bid Security will be returned to all but the successful BIDDER within a reasonable time following approval of Contract award. The Bid Security of the successful BIDDER will be returned promptly after the WSA and the successful BIDDER have executed the Contract. Failure to provide Bid Security will result in an invalid response. Such response will not be considered for award.

ARTICLE 9 - LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:

The successful BIDDER, upon its failure or refusal to execute and deliver the Agreement and Performance and Payment Bonds required within 10 days after BIDDER has received notice of the acceptance of its Bid, shall forfeit to the WSA, as liquidated damages for such failure or refusal, the security deposited with the Bid.

ARTICLE 10 - TIME OF COMPLETION AND LIQUIDATED DAMAGES:

BIDDER must agree to commence work on or before a date to be specified in a written Notice to Proceed issued by the WSA, and to fully complete all work associated with this project within 120 days from said date of the "Notice to Proceed". BIDDER also must agree to pay as liquidated damages, and not as a penalty, the sum of \$2,500.00 per day for each consecutive calendar day thereafter that the Project is not completed, as hereinafter provided in the General Conditions. The WSA reserves the right to "subtract or deduct" the liquidated damages against the contract price.

Bidders are alerted that time of completion is of the utmost importance. The successful BIDDER will be permitted to work, and should base its Bid on work hours within the time period of 7:00 A.M. to 5:30 P.M., Monday through Friday. Saturday work will only be allowed with prior consent from the City of Warwick and WSA. No work is to be performed outside of the hours specified without written consent of the City of Warwick and WSA.

ARTICLE 11 - CONDITIONS OF WORK:

BIDDERS are hereby informed of the following:

- A. CONTRACTOR shall be responsible for furnishing all materials not supplied by the prefabricated building manufacturer and provide all labor and equipment for the satisfactory completion of the Work.

In addition, each BIDDER must inform itself fully of the conditions relating to the construction and labor under which the Work is now or will be performed; failure to do so will not relieve the successful BIDDER of its obligation to furnish all materials and all labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated Work for the consideration set forth in its Bid. Insofar as possible, CONTRACTOR, in the carrying out of its work, shall employ such methods or means as will not cause any interruption of or interference with: The operation of existing facilities; traffic; use of existing facility and utilities; locations of existing utilities and structures affecting the work or other similar conditions at the site; character of equipment and facilities needed preliminary to and during execution of the Work; requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities, and utilities; and all other conditions affecting the Work to be done, and the labor and materials needed; and it shall make its Bid in sole reliance thereon, and shall not, at any time after submission of a Bid, assert that there was any misunderstanding in regard to the nature or amount of the Work to be done.

Additional conditions and requirements are presented in the Special Conditions of the Contract Documents.

ARTICLE 12 - ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the Drawings, Specifications, or other pre-bid documents will be made to any BIDDER orally, and no reliance shall be placed on any oral statement that is made on these matters. Every request for an interpretation shall be made in writing via email, and directed to Betty Anne Rogers BettyAnne.Rogers@warwickri.com of the Warwick Sewer Authority and Todd Ravenelle travenelle@graengs.com of Gordon R. Archibald, Inc. To be given consideration, each request must be

received by **February 7, 2022**. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications, which, if issued, will be emailed to all prospective BIDDERS (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the submission of Bids. Failure of any BIDDER to receive any such addenda or interpretations shall not relieve such BIDDER from any obligation under its Bid as submitted. All addenda so issued shall become part of the Contract Documents.

ARTICLE 13 - SECURITY FOR FAITHFUL PERFORMANCE:

Simultaneously with the delivery of the executed contract (the "Contract"), the CONTRACTOR shall furnish Performance and Payment Bond(s), in an amount specified in the General Conditions, as security for the faithful performance of its Contract, and for the payment of all persons performing labor in the Project under this Agreement, and furnishing materials in connection therewith. The Surety on such bonds shall be a duly authorized surety company satisfactory to the WSA, and authorized to do business in the State of Rhode Island. The cost of such Bonds shall be paid by the CONTRACTOR.

ARTICLE 14 - POWER OF ATTORNEY:

Attorneys-in-fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their power of attorney.

ARTICLE 15 - NOTICE OF SPECIAL REQUIREMENTS:

Attention is called particularly to those parts of the Contract Documents and Specifications that deal with the following:

- Interference with existing utilities and structures (Section 00800 - Supplemental Conditions).
- Inspection and testing.
- Regulatory Permits.
- Insurance requirements.
- Wage rates.
- Interpretation of Drawings and Specifications.
- Work within limits of municipally owned, privately owned, and State-owned property.
- Safety and health regulations.
- Equal Employment Opportunity.
- Out-of-State Corporations

ARTICLE 16 - LAWS AND REGULATIONS:

The BIDDER'S attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and rules and regulations of authorities having jurisdiction over construction of the Project, shall apply to the Agreement throughout, and are hereby incorporated in this Agreement by reference and that the Contract shall be governed by the laws of the State of Rhode Island.

ARTICLE 17 – NOT USED

ARTICLE 18 - OUT-OF-STATE CORPORATIONS:

If the CONTRACTOR is incorporated elsewhere, compliance with R.I. Gen. Laws § 7-1.2-1401 et seq. may be required. If applicable, the CONTRACTOR must obtain and furnish to WSA prior to contract

execution a copy of a R.I. Certificate of Authority to Conduct Business and Registered Agent for Service of Process or a current Certificate of Good Standing. This Certificate is to be obtained from the R.I. Secretary of State's Office (401-222-3040).

ARTICLE 19 - NON-DISCRIMINATION IN EMPLOYMENT:

- A. Contracts for work under this Agreement will obligate the CONTRACTOR and subcontractors not to discriminate in employment practices.
- B. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. The CONTRACTOR also will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified, and in the event of noncompliance, WSA may declare the CONTRACTOR in breach and take any necessary legal recourse, including termination or cancellation of the Agreement. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities. The CONTRACTOR agrees to post this nondiscrimination clause in conspicuous places available to employees and applicants for employment. The CONTRACTOR will in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for standard commercial supplies or raw materials.
- C. The CONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the WSA may require as consistent with Federal and State law.
- D. The CONTRACTOR agrees to comply with such rules, regulations, or guidelines that the United States, the State of Rhode Island, or any other governing authority may issue to implement these requirements. The CONTRACTOR further warrants that it will comply with Title VI and VII of the Civil Rights Act of 1964.
- E. The successful BIDDER will be required to comply with Equal Opportunity Requirements. Prior to execution of the Agreement, the CONTRACTOR must obtain from the Department of Administration and furnish to the WSA a copy of an Equal Opportunity Compliance Certificate. For further information pertaining to this requirement, please contact:

R.I. Equal Opportunity Office
One Capitol Hill
Providence, RI 02908-5865
(Phone – 401-222-3090)

ARTICLE 20 - METHOD OF AWARD – EVALUATION OF BIDDERS:

Bids will be evaluated by WSA based upon the contents of the BIDDER'S package received in accordance with this Invitation for Bid (IFB), with only those clarifications or corrections which may be

permitted by the WSA procurement rules. Recommendation for award will be subject to approval by the WSA Board of Directors.

The award shall be made to the lowest responsive and responsible BIDDER satisfying the WSA criteria and shall be made in accordance with the WSA procurement rules. A “responsive BIDDER” is a BIDDER who has submitted a Bid that conforms in all material respects to the IFB. A “responsible BIDDER” shall mean a qualified BIDDER who has the capability in all respects, including financial responsibility, to fully perform the contract requirements, and the integrity and reliability that will assure good faith performance.

It is of utmost importance that BIDDERS exhibit that they possess the capability, background, resources and experience to complete this Project in addition to proposing a competitive price for the Work. To aid in this determination, BIDDERS must: complete the provided form - STATEMENT OF BIDDER'S QUALIFICATIONS; and provide written project description of specific project experience including all of the data requested, and any other additional information required by the WSA during the evaluation of the Bids.

Awards will not be made at the bid opening. Awards will be made within one hundred twenty (120) days of the bid opening unless otherwise provided for in this IFB or extended by the WSA. All BIDDERS will be notified of the award in writing following approval of the recommendation for the award. Bids are considered to be irreversible and may not be withdrawn during this period without the express permission of the WSA.

All Bids shall become the property of the WSA and will not be returned except as otherwise provided. As the property of the WSA, the Bids will be subject to public review. If any proprietary information is contained in or attached to the Bid, it must be clearly identified for the WSA to ensure protection of such information.

ARTICLE 21 - OBLIGATIONS OF BIDDER:

At the time of the opening of Bids, each BIDDER will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Drawings, Specifications and Contract Documents (including all addenda). The failure or omission of any BIDDER to examine any form, instrument or document shall in no way relieve any BIDDER from any obligation with respect to its Bid. Reasonable evidence that any BIDDER has an ownership interest (direct or indirect) in more than one BIDDER submitting a Bid for the Work will cause the rejection of all such Bids. Any or all Bids will be rejected if it appears to the WSA that collusion exists among any BIDDERS, and all participants in such collusion will thereafter be barred from submitting future Bids or Bids for all or part of the same work. Each BIDDER shall immediately inform the WSA and ENGINEER of any discrepancies or omissions in the Contract Documents.

ARTICLE 22 - ITEMS NOT LISTED IN THE BID:

The Bid prices listed in the Schedule of Bid Items (Section 00300 – Bid Price Forms) are intended to cover all items of work to be done and materials and work to be furnished to fully complete the Work in accordance with the Contract Documents. Appurtenant items of work shown on the Drawings, specified or required, and parts of the Work, materials, and equipment not shown or specified to complete the Work shall be provided, and shall be considered as included in the Bid Prices. It shall be the responsibility of the BIDDER to verify any missing or incomplete data.

ARTICLE 23 - BALANCED BIDDING:

Bids should be made with reasonable relation to the probable cost of doing the Work included in such items. The WSA reserves the right to reject, in its entirety, at its sole discretion, any Bid on which an item or items thereof are obviously unbalanced in such a way as to affect or to be liable to affect adversely any interests of the WSA. The attention of the BIDDER is called to the fact that unbalancing of Bids may adversely affect the CONTRACTOR if certain portions of the Work are increased or decreased as provided in the Contract Documents.

ARTICLE 24 - PRICES:

A BIDDER shall state the proposed price for the Work by which the Bids will be compared. This price is to cover all expenses incidental to the completion of the Work in full conformity with the Contract, Specifications, and Drawings. No Bid will be accepted which does not contain a unit price or a lump sum as indicated for each of the applicable items enumerated in the Schedule of Bid Items (Section 00300 – Bid Price Forms).

ARTICLE 25 - UNCERTAINTY OF QUANTITIES:

- A. The quantities listed in the Schedule of Bid Items are approximate. The WSA does not expressly or by implication represent that the actual amounts of work will even approximately correspond therewith, and calls particular attention to the uncertainty in the quantities of the Work involved which cannot be predicted in advance. The Work under certain items may be materially greater or less than those given in the Bid, in order in the judgment of the WSA, to complete the Work contemplated in the Contract. Attention is particularly called to the fact that the quantity of work to be done under some Bid items may be largely dependent on subsurface and ground conditions encountered and, therefore, the quantities of work to be done under such items may vary substantially from the estimated quantities or may even be omitted.
- B. Under the Contract, the WSA reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items listed in the Bid.
- C. Only such quantities of the respective items of work actually performed and accepted will be paid for. An increase or decrease in the quantity for any item shall not be regarded as grounds for an increase or decrease in the Bid prices.

ARTICLE 26 - AGREEMENT:

An Agreement in the form set forth hereinafter will be required to be executed by the successful BIDDER and the WSA. The attention of all BIDDERS, therefore, is called to the form of said proposed Contract and the provisions thereof. (See Section 00500 – Agreement.)

ARTICLE 27 - WORK ON STATE, MUNICIPAL, AND PRIVATE PROPERTY:

Particular attention is hereby directed to the fact that portions of the Work included under this Contract may be done within the limits of properties that are State-owned, municipally owned, or privately owned. The CONTRACTOR shall be responsible for coordinating the prosecution of the Work of this Contract with the property owner and for providing the Work in accordance with any additional requirements as specified herein under "SPECIAL CONDITIONS."

ARTICLE 28 - PAYMENT FOR DRAWINGS & DOCUMENTS:

See Section 00030 – Advertisement for Invitation for Bids.

ARTICLE 29 - CORRECTIONS:

Erasures or other changes in the Bid must be explained or noted over the signature of the BIDDER.

ARTICLE 30 - PERSONAL EXAMINATION:

BIDDERS are required to submit their Bids upon the following express conditions which shall apply to and become a part of every Bid received: BIDDERS must satisfy themselves by personal examination of the site of the proposed Work. This shall be done by a complete review of the data available and by such other means as they may prefer as to the actual condition, requirements, and limits of the proposed Work, and as to the accuracy of information and statements herein contained. The submission of any Bid will be accepted by the WSA as satisfactory proof that the BIDDER has satisfied itself in these respects. The CONTRACTOR shall not, at any time after the submission of a Bid, dispute or complain of any statements and information contained herein, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.

ARTICLE 31 - PRECONSTRUCTION CONFERENCE:

The CONTRACTOR shall attend a preconstruction conference scheduled by the WSA after award of the Contract, but prior to the actual commencement of the Work.

ARTICLE 32 - WAGES:

Each BIDDER should submit its Bid based upon payment of applicable RI Wage Rates in accordance with Title 37, Chapter 13, of the Rhode Island General Laws, or if the BIDDER does not submit its Bid with applicable RI Wage Rates and is awarded the Contract, then it shall be required to indemnify and hold the WSA harmless from any resulting legal actions. WSA reserves the right to review the CONTRACTOR'S payroll documentation so as to verify compliance with this provision.

The BIDDER shall adhere to the provisions of RIGL § 37-13-6 which reads as follows:

§ 37-13-6 Ascertainment of prevailing rate of wages and other payments – Specification of rate in call for bids and in contracts. – Before awarding any contract for public works to be done, the proper authority shall ascertain from the director of labor and training the general prevailing rate of the regular, holiday, and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training, and educational funds (payments to the funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village, or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract for the public works. The proper authority shall also specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only, to the welfare, pension, vacation, apprentice training, and educational funds existing in the locality for each craft, mechanic, teamster, laborer, or type of worker needed to execute the contract or work.

ARTICLE 33 - RHODE ISLAND SALES TAX:

Pursuant to the Rhode Island Sales and Use Tax Act, the WSA is exempt from the payment of sales tax for purchase of materials and supplies. BIDDERS are requested to submit bids on the basis that no Sales Tax will be imposed on purchases of materials and supplies used in the Work.

An exemption certificate, applying to materials purchased for and actually incorporated in the Work, may be obtained by the successful BIDDER from the WSA.

ARTICLE 34 - BIDDER'S DISCLOSURE:

For the purposes of this Article only, the word BIDDER shall be defined as any person, firm or corporation that has submitted or intends to submit a Bid for the Work. The submission of an actual Bid by any person, firm, or corporation, shall constitute acknowledgment that the BIDDER had formed the intent to submit a Bid at least three calendar days prior to the Bid submission date. A BIDDER (hereinafter called BIDDER A) shall give written notice of its status as BIDDER to any other BIDDER (hereinafter called BIDDER B) if such BIDDER B:

- A. Is known to BIDDER A, or identifies itself to BIDDER A as a BIDDER for the Work; and
- B. Requests or has requested (for the purpose of preparing its Bid) a bid price from BIDDER A for BIDDER A's services as a Subcontractor or as a major supplier.
 - 1. For the purposes of this Article, BIDDER A would be a major supplier if it proposes to provide for Work, equipment or materials whose cost would be in excess of 20% of its own (BIDDER A's) total Contract Bid. Whenever possible, notice under this Article shall be given concurrently with any bid price submitted. In all cases, this notice shall be given at least three calendar days prior to the actual opening of Bids (or at the time of the initial request for a bid price, if later). If, having received notice under this Article, BIDDER B submits a Bid based in whole or in part on the bid price of that other BIDDER (BIDDER A) who gives such notice, BIDDER B thereby waives any objection to a subsequent contract award that is based on the adequacy of BIDDER A's bid price or on BIDDER A's status as a BIDDER.

ARTICLE 35 – NOT USED

ARTICLE 36 - RELATIONSHIP AS INDEPENDENT CONTRACTOR:

The CONTRACTOR'S relationship with the WSA under the Agreement shall be that of independent contractor. Nothing in the Agreement shall be construed to designate the CONTRACTOR, or any of his employees or Subcontractors, as employees, agents, joint venture or partners of the WSA.

ARTICLE 37 - CONFLICT OF INTEREST:

A CONTRACTOR filing a Bid certifies that: No officer, agent, employee of the WSA has a pecuniary interest in the Bid or has participated in contract negotiations on the part of the CONTRACTOR; the Bid is made in good faith without fraud, collusion, or connection of any kind with any other BIDDER for the same call for IFB; and the CONTRACTOR is competing solely in his/her/its own behalf without connection with, or obligation to, any undisclosed person or firm. Further, no person or firm who is listed as a Subcontractor shall be eligible to become a qualified Bidder in the Bid to which he/she/it is a named Subcontractor.

ARTICLE 38 - STEEL PRODUCTS PROCUREMENT ACT:

The CONTRACTOR shall comply with the provisions of R.I. Gen. Laws § 37-2.1-3 et seq. concerning the purchasing of domestic steel.

ARTICLE 39 – STREAM/STORM CHANNEL FLOW DIVERSION

The CONTRACTOR shall take precautions necessary to control the discharge of soil and sediment. Adequate controls and methods shall be utilized to prevent erosion and sedimentation as approved by the WSA and in accordance with the Soil Erosion and Sediment Control Plan.

ARTICLE 40 - "DIG SAFE" LAW:

The CONTRACTOR shall take precautions against damaging of paving, utilities, or private properties and promptly shall repair, at its own expense, any damage to such paving, utilities or private property to the satisfaction of the WSA or its representative. In this regard, the CONTRACTOR will be required to show written evidence that it has contacted the various utility companies with service in the area in accordance with Title 39 of the General Laws of the State of Rhode Island entitled Public Utilities and Carriers, stating the name of the individual contacted and locations of any potential conflicts with the indicated work program, and DIG SAFE CALL CENTER at 1-888-344-7233 or 811.

ARTICLE 41 - NON-INTERFERENCE WITH ONGOING PROJECTS:

The CONTRACTOR shall be aware of all ongoing WSA projects and shall perform all Work without interference therewith.

ARTICLE 42 – ELECTRICAL WORK:

Bidder must comply with the provisions of RIGL § 5-6-2 with respect to any electrical work to be performed pursuant to the terms of that general law. To the extent the Bidder is not licensed and certified pursuant to RIGL § 5-6-2, the Bidder shall identify as part of its response to either an invitation for bid (IFB) or a request for proposal (RFP), and shall use on the project, a subcontractor licensed and certified pursuant to said general law.

ARTICLE 43 - PROHIBITED CONTACTS:

All Bidders, including persons affiliated with or in any way related to them, are prohibited from contacting WSA Board Members, the WSA staff, consultants or attorneys for the WSA on any matter having to do in any respect with this IFB other than with the consent of the WSA Executive Director or her designee. Failure of any Bidder to adhere to this prohibition may, at the sole discretion of the WSA, result in disqualification and rejection of any Bid. Any and all contacts with such persons associated with the WSA shall be made only through and in coordination with the Executive Director and shall be required to be in writing.

ARTICLE 44 - NOTICE TO BIDDERS:

In any case where there are references or attachments that contain language which is contrary to the language found within this IFB, the language contained in the IFB shall supersede.

ARTICLE 45 - WSA’S RIGHTS:

This IFB does not commit the WSA to contract with any BIDDER nor does it commit the WSA to an exclusive agreement with the selected Contractor for these services. The WSA reserves the following rights:

	<ul style="list-style-type: none">• To withdraw this IFB at any time;
	<ul style="list-style-type: none">• To reject any and all Bids or BIDDERS;
	<ul style="list-style-type: none">• To eliminate any of the tasks in the Scope of Services of this IFB and to issue a contract with a correspondingly reduced Project Work Program;
	<ul style="list-style-type: none">• To issue subsequent IFBs at the WSA’s sole discretion;
	<ul style="list-style-type: none">• To postpone award of the contract;
	<ul style="list-style-type: none">• To accept the Bid that the WSA finds to be the most advantageous, cost-effective and/or beneficial to the WSA;
	<ul style="list-style-type: none">• To split the award or to make multiple awards;
	<ul style="list-style-type: none">• To negotiate the Bid to further refine, clarify, amend, or expand any and all aspects of the Bid;
	<ul style="list-style-type: none">• To accept Bids that do not offer the lowest cost;
	<ul style="list-style-type: none">• To confirm all references and contact further references obtained from other sources as deemed necessary;
	<ul style="list-style-type: none">• To request BIDDERS to send representatives to Warwick, Rhode Island for interviews at their own cost;
	<ul style="list-style-type: none">• To waive any informalities or technicalities in any Bid; and
	<ul style="list-style-type: none">• To apply any additional rights as may be allowed under applicable purchasing laws and rules.

END OF SECTION

SECTION 00300

BID FORMS

TO: WARWICK SEWER AUTHORITY
125 Arthur W. Devine Boulevard Warwick, RI 02886
BID FOR: Contract No. 104 – Storage Building

The undersigned BIDDER, having read and examined the Specifications and associated Contract Documents for the above-designated Work, does hereby propose to perform the Work and provide the services set forth in this Bid. All prices stated herein are firm and shall not be subject to escalation provided this Bid is accepted within ninety (90) days after the time set for receipt of Bids.

The BIDDER, in compliance with the Invitation for Bid for Contract No. 104 , in the City of Warwick, Rhode Island, having examined the Drawings and Specifications with related documents and the site of the proposed Work and being familiar with all of the conditions surrounding the construction of the proposed Project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, supplies, supervision and anything else required or necessary in order to construct the Project in accordance with the Contract Documents within 120 calendar days from the “Notice to Proceed” and in accordance with the prices stated in the Schedule of Bid Items.

This Bid is accordingly submitted in the sum of

_____ Dollars

(Written in Words)

(\$ _____)

(Numerical)

for the Contract No. 104. These prices cover all costs of performing the Work required under the Contract Documents of which this Bid is a part.

BIDDER hereby agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Warwick Sewer Authority, and to fully complete the project within 90 calendar days of said notice, or as otherwise mutually agreed upon by the Warwick Sewer Authority and BIDDER. BIDDER further agrees to pay as liquidated damages, the sum of \$2,500.00 for each consecutive calendar Day thereafter until the Project is completed.

Upon receipt of written notice of the acceptance of this Bid, BIDDER shall execute the formal Contract attached within ten (10) calendar Days, and deliver surety Bonds and insurance certificates as required in the General Conditions. In the event the Contract and Bond are not executed within the time set forth above, the Bid Security attached in the sum of (10% of the Bid Price)

_____ Dollars

(Written in Words)

(\$ _____)

(Numerical)

shall become the property of the Warwick Sewer Authority as liquidated damages for the delay and additional expense to the Warwick Sewer Authority caused thereby.

BIDDER acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

The undersigned hereby declares that the following list states any and all variations from and exceptions to the requirements of the Contract Documents and that, otherwise, it is the intent of this bid that the Work will be performed in strict accordance with the Contract Documents. If the BIDDER takes no exceptions, he/she shall write "None" in the space provided.

(Add additional pages as required)

The Owner reserves the right to reject any BID which includes variations from and exceptions to the requirements of the Contract Documents.

A.1 SCHEDULE OF BID ITEMS

The BIDDER agrees to perform the Work described in the Specifications and shown on the Drawings for the following lump sum or unit prices. All prices must be given in numerical figures and must be typewritten or printed legibly. Due to the length and nature of this request, only the Total Bid Price will be read aloud at the Bid Opening. The prices for the individual items will not be read aloud, but following the Bid Opening, a Bid Abstract will be prepared, and it will be made available to all interested parties upon request.

TOTAL BASE BID PRICE (In Figures):

\$ _____

Note: In case of error in the extension of prices, the unit price will govern.

The BIDDER warrants that it has available or under its control, labor, equipment, materials, and resources of the character and in the amount required to complete the proposed Work within the specified time.

A.2 ALTERNATES

The Warwick Sewer Authority reserves the right to include one or more alternates identified herein to/from the scope of the project; provided, however, that said alternates shall only be selected by the Warwick Sewer Authority in the order in which they are listed. Bidders are required to submit a bid price for each and every alternate. Failure to submit a bid price for each and every alternate will result in the entire proposal being deemed to be nonresponsive to the solicitation.

Alternates are listed in numerical sequence in order of Warwick Sewer Authority's priority. In determining the lowest responsive bid the awarding authority shall consider alternates in descending numerical sequence such that no individual alternate shall be considered until every alternate preceding it on the list has been added to the base bid price.

Bidder understands that the Warwick Sewer Authority reserves the right to reject any and all bids, and to waive any irregularities in the bidding and accept the bid, with or without alternates, as deemed to be in the best interest of the Warwick Sewer Authority.

A.3 EXTRA WORK

Payment for extra work, if any performed, shall be in accordance with Section 00700 – General Conditions of the Contract Documents, and shall be computed in one of the following methods:

- A. A lump sum agreed upon by the Contractor, the Warwick Sewer Authority, and the Engineer.
- B. The unit price proposed by the Contractor.

C. Actual costs as defined by Section 00700 – General Conditions.

A.4 ENGINEER'S ESTIMATE OF QUANTITIES

Quantities are provided for informational purposes only for use by the BIDDERS in developing a total Bid price. BIDDERS are advised to develop their own material takeoff quantities from the Contract Documents.

A.5 DECLARATION AND SIGNATURES

The undersigned hereby declares that, in regard to all conditions affecting the Work to be done and the labor and materials required, this Bid is based on its investigations and findings, and the WARWICK SEWER AUTHORITY, their officers, agents and employees of the WARWICK SEWER AUTHORITY shall not in any manner be held responsible for the accuracy of, or be bound by, any estimates, borings, indications of borings, soils, rock, water, or underground conditions relative to the proposed Work indicated in this or in the other Contract Documents; that no warranty or representation has been made by the WARWICK SEWER AUTHORITY, its officers, agents and employees as to subsurface soil or rock conditions, groundwater conditions, or other underground and similar conditions.

A.6 BIDDER CONTRACTOR QUALIFICATIONS

The Bidder shall meet the minimum qualification requirements provided below.

A.6.1 Required Bidder Qualification Statement

The Bidder shall state below what works of a similar character to that of the proposed contract it has performed, and provide such references as will enable the Owner to judge its experience, skill, and business standing.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder.
2. Permanent Main Office address.
3. When organized?
4. Where incorporated?
5. Is bidder registered with the Secretary of the State to do business in Rhode Island?

6. For how many years has your firm engaged in the contracting business under its present name? Also state names and dates of previous firm names, if any.
7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.)
8. General character of work performed by your company.
9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? (Yes) (No).

If so, where and why?
10. Have you ever defaulted on a contract? (Yes) (No).

If so, where and why?
11. Have you ever had liquidated damages assessed on a contract? (Yes) (No).

If so, where and why?
12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed.
13. List your major equipment available for this contract.
14. List your key personnel such as Project Superintendent and foreman available for this contract.
15. With what banks do you conduct business?

Do you grant the Engineer permission to contact this (these) institutions? (Yes) (No)

NOTE: Bidders may be required to furnish their latest financial statement as part of the award process.

Projects of Similar Size and Complexity Demonstrating BIDDER possess Minimum BIDDER Qualifications

Project 1

Project Name: _____

Project Location: _____

Year Completed: _____

Construction Cost: _____

Owner and Contact Information: _____

Engineer and Contact Information: _____

Reference Contact Information: _____

Scope of Work: _____

Projects of Similar Size and Complexity Demonstrating BIDDER possess Minimum BIDDER Qualifications

Project 2

Project Name: _____

Project Location: _____

Year Completed: _____

Construction Cost: _____

Owner and Contact Information: _____

Engineer and Contact Information: _____

Reference Contact Information: _____

Scope of Work: _____

“BIDDER” shall mean a qualified BIDDER who has the capability in all respects, including financial responsibility, to fully perform the contract requirements, and the integrity and reliability that will assure good faith performance. It is of utmost importance that BIDDERS exhibit that they possess the capability, background, resources and experience to complete this Project in addition to proposing a competitive price for the Work. To aid in this determination, BIDDERS must: complete the provided form - STATEMENT OF BIDDER'S QUALIFICATIONS; and provide written project description of specific project experience including all of the data requested, and any other additional information required by the WSA during the evaluation of the Bids.

BIDDER QUALIFICATIONS

The BIDDER must have previous successful experience installing aboveground storage tanks owned by public agencies or municipalities.

1. **Project Experience.** The contractor must include a record of experience on 5 projects of similar size, scope and setting completed in the last 10 years. For each project, provide information on:
 - a. Project name and client
 - b. Description of the project
 - c. Scope of services provided
 - d. Problems encountered and how they were resolved
 - e. Any claims and how they were resolved.
 - f. Original and final contract sum
 - g. Start and completion dates
 - h. Owner’s name, address, telephone number and contact for project

2. **References.** Provide reference information for the following:
 - a. Project References
 - Provide the following reference information for each project listed under the project experience section.
 - Project Name
 - Name, address, telephone, and email of Owner
 - Name, address, telephone, and email of Owner’s representative or Engineer
 - Name of Contact person, title, telephone and email for each

3. **Financial Stability.** The contractor must submit proof of their financial stability. This will include an audited financial statement for the most recent completed year, information demonstrating available bonding and a letter from the firm’s banking institution indicating their line of credit available to cover project cash flow. The surety/bonding company must be licensed to do business in the State of Rhode Island. Any and all financial information requested and/or submitted shall be maintained as confidential upon request.

- 4. Safety Record.** Provide a 3-year history of the Contractor's worker's compensation experience modifier rating and documentation from their insurance carrier supporting the rating history provided.
- 5. Insurance.** The Contractor should demonstrate that they maintain adequate insurance coverage and provide evidence of such coverages.

BIDDER certifies that materials and means and methods used to construct above projects are similar in nature to the Work of this Contract.

Respectfully submitted,

_____ Date _____

Name of Company*

By _____

(Signature)

(Printed or Typed)

Title _____

Business Address _____

SEAL

(Seal if Bid is by a Corporation)

*Note: Insert BIDDER'S name. If a corporation, give the state of incorporation, using the phrase "A

corporation organized under the laws of _____, composed of officers as follows:

Further, be advised that _____, who serves as _____ of this company, is duly authorized to enter into any resulting contract with the OWNER.

President

Vice President

Secretary

Treasurer

END OF SECTION

SECTION 00310
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____, as Principal, and,

_____, as Surety, are hereby held and firmly bound unto the Warwick Sewer Authority, as Owner, in the penal sum of

_____ Dollars (\$_____), for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION is such that whereas the principal has submitted to the Warwick Sewer Authority a certain Bid attached hereto and hereby made a part hereof to enter into a Contract in writing for Contract No. 104, Storage Building in Warwick, Rhode Island.

NOW THEREFORE, if said Bid shall be rejected, or

If said Bid shall be accepted and the principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor, furnishing materials in connection therewith, and shall in all other respects perform the Agreement created by the acceptance of said Bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such Bid, and said Surety does hereby waive notice of any such extension.

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

Principal

By _____
(Surety)

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

END OF SECTION

SECTION 00430
PROPOSED SUBCONTRACTORS

The BIDDER shall state the names of all Subcontractors that it proposes to use.

*Description of work _____

Proposed Subcontractor, Name _____

Address _____

*Description of work _____

Proposed Subcontractor, Name _____

Address _____

*Description of work _____

Proposed Subcontractor, Name _____

Address _____

*Insert description of work and Subcontractors' names as may be required.

This is to certify that the names of the above-mentioned Subcontractors are submitted with full knowledge and consent of the respective parties. The BIDDER warrants that none of the proposed Subcontractors have any conflict of interest as respects this Contract.

To the extent that the Contractor uses additional or substitute Subcontractors, the WSA shall be notified within 48 hours of said selection. Any proposed additional or substitute Subcontractors shall possess qualifications and experience that meet or exceed the specified minimum qualifications and experience. Use of additional or substitute Subcontractors shall be subject to the approval of the WSA.

BIDDER _____

(Fill in name)

By: _____

(Signature and Title)

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 20_____, is by and between the "Warwick Sewer Authority," hereinafter called "the OWNER," and

(Name of Contractor)

doing business as _____
(an individual) (a partnership) (a corporation)

of the City of _____, County of _____ and State of _____, hereinafter called "Contractor."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor acknowledges that it has received, read, and understands the Invitation for Bids, Information for Bidders, the Bid (which shall include any post-Bid documentation submitted prior to the Notice of Award and attached to the Agreement), the Bonds, the Specifications and Drawings, and the General Conditions and any Supplementary Conditions provided by the Owner (those documents and any amendments, modifications, supplements, or Addenda thereto are hereinafter collectively referred to as the "Contract Documents"). The terms and conditions of the Contract Documents, and all attachments thereto, are hereby incorporated in this Agreement by reference, except to the extent such terms and conditions are inconsistent with any terms and conditions of this Agreement. In any case where specific terms and conditions included in this Agreement differ from those terms and conditions set forth in the Contract Documents, the terms of this Agreement shall govern.
2. The Contractor will commence and complete the Contract 104, Project, in Warwick, Rhode Island (The Project).
3. The Contractor will furnish all other material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the Project.
4. The Contractor will commence the work required by the Contract Documents on a date to be specified in a written Notice to Proceed (the "Commencement Date"), and will complete fully the Project within three (3) calendar months of said Commencement Date, unless the period for completion is extended by the OWNER in writing or by the Contract Documents. The Contractor further agrees to pay as liquidated damages the sum of \$2,500.00 for each calendar day that the Project is not completed after the anticipated completion date, as provided in SECTION 00700 - GENERAL CONDITIONS and SECTION 00120 - INFORMATION FOR BIDDERS.

The Contractor agrees to perform all of the Work described in the Contract Documents, and to comply with the terms therein, for the Bid Price of

\$ _____, as shown in Section 00300 – Bid Price Forms.

5. The Owner will pay the Contractor in the manner and at such times as are set forth in the Contract Documents the amounts set forth in the Contract Documents.
6. Nothing herein or in the Contract Documents shall be construed to create any personal liability on the part of any officer, agent, employee, or director of Owner, nor shall the Contract Documents be construed to give any rights or benefits hereunder to anyone other than the Owner and the Contractor.
7. The Contractor will indemnify and hold the Owner harmless from any and all loss, damages, suits, penalties, costs, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim including claims for loss of or damage to property, including Owner's property, and injuries to or death of persons, including Owner's employees, caused by or resulting from Contractor negligence or willful misconduct or breach of this Agreement. In any instance in which Owner claims indemnity under this paragraph, Contractor shall have the duty to defend the Owner in any litigation arising out of the occurrence from which the Owner claims that Contractor's indemnity obligation exists.
8. The Contractor warrants that neither it nor any of its principals, officers, agents or representatives authorized to make commitments on its behalf have ever been convicted of violating any statute relating to bribery, fraud, or bid-rigging in this state or in any other state in this country. Further, the Contractor agrees to perform all services and provide all goods called for by this Agreement in compliance with all Rhode Island laws.
9. This Agreement and the Contract Documents represent the entire understanding of the Owner and Contractor with respect to the Project. No prior oral or written understanding shall be of any force or effect with respect to any matter covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.
10. This Agreement shall be governed by and interpreted under the laws of the State of Rhode Island. All claims, disputes, and other matters in question arising out of or relating to this Contract or the performance or interpretation thereof shall be submitted to arbitration pursuant to the terms of Title 37, Chapter 16, of the Rhode Island General Laws, as amended.
11. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, and assigns. The Contractor shall not be permitted to assign this Agreement except with the written consent of the Owner.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies, each of which shall be deemed an original, on the date first above written.

WARWICK SEWER AUTHORITY (OWNER)

BY: _____

BY: _____

(CONTRACTOR)

BY: _____

(Title)

(Address)

END OF SECTION

SECTION 00600

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Contractor, of _____ and _____, hereinafter called the "Surety," are held and firmly bound unto the Warwick Sewer Authority, 125 Arthur W. Devine Boulevard, Warwick, Rhode Island, 02886, hereinafter called the "Owner," and to such persons, firms and corporations which may furnish materials for or perform labor on the Work, construction, or improvements, contemplated in the Agreement hereinafter mentioned, or which may have any suits or claims for injury or damage to persons or property resulting from or arising out of the Work done under this Agreement in the penal sum of _____ Dollars (\$ _____) (lawful money of the United States of America) for the payment whereof the Contractor and the Surety or Sureties bind themselves and their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE CONTRACTOR has by means of a written agreement dated on the _____ day of _____, 20____ (the Agreement) entered into a written contract with the Owner for Contract No. 104, Storage Building Project, and related work and other incidentals (the Project) for the sum of approximately _____ Dollars (\$ _____).

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, and tools consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor performed in such work whether by Subcontractors or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, THAT (except as to the Owner) no suit, action, or proceeding, by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Agreement falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Agreement or in the Work to be done under it or any assignment, transfer, or subletting of any part of the Work, or the giving by the Owner of any extension of time for the performance of the Agreement or any other forbearance on the part of either the OWNER or the Contractor to the other, shall not in any way release the Contractor and the Surety or Sureties, or either or any of them their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignment, transfer, subletting extension of forbearance being hereby waived.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alternation or addition to the terms of the Agreement, the Work, or to the Specifications.

AND PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, where claim may be unsatisfied.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this _____ day of _____, 20_____.

WITNESSES:

(Contractor) (Seal)

Name

By: (Signature and Title)

Address

Surety: (Signature and Title)

Name

By: (Signature and Title)

Address

Attorney-in-fact

POWER OF ATTORNEY

Any attorney-in-fact who signs Contract Bonds must file with each Bond a certified copy of his or her power of attorney to sign said Bonds.

NOTE: The date of the BOND must not be before the date of the Agreement. If Contractor is a Partnership, all partners should execute BOND.

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

END OF SECTION

SECTION 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Contractor, of _____, and _____, hereinafter called the "Surety," are held and firmly bound unto the Warwick Sewer Authority, 125 Arthur W. Devine Boulevard, Warwick, Rhode Island, 02886, hereinafter called the "Owner," and to such persons, firms and corporations which may furnish materials for or perform labor on the Work, construction, or improvements contemplated in the Agreement hereinafter mentioned, or which may have any suits or claims for injury or damage to persons or property resulting from or arising out of the Work done under this Agreement in the penal sum of

_____ Dollars
(\$ _____) (lawful money of the United States of America) for the payment whereof the CONTRACTOR and the Surety or Sureties bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS THE CONTRACTOR has by means of a written agreement dated on the _____ day of _____, 20____ (the Agreement) entered into a written contract with the Owner for the CONTRACT 104 PROJECT and related work and other incidentals (the Project) for the sum of approximately

_____ Dollars
(\$ _____).

NOW, THEREFORE, the condition of this obligation is such that if the Contractor shall faithfully perform the Agreement on its part and during the life of any guarantee or warranty, including warranty for defective materials and workmanship required under this Agreement, and satisfy all claims and demands incurred for the same; and shall fully indemnify and save harmless the Owner from all cost and damage which may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such fault, and shall promptly make payment to all persons supplying labor or materials for use in the prosecution of the Work provided for in said Agreement; and shall indemnify and save harmless the said Owner, its officers, agents, employees, and directors from any and all suits or claims for injury or damage to persons or property resulting from or arising out of work done under this Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, THAT (except as to the Owner) no suit, action, or proceeding, by reason of any default whatever shall be brought on this Bond after two years from the day on which the final payment under the Agreement falls due.

AND PROVIDED, that any alterations which may be made in the terms of the Agreement or in the Work to be done under it, or any assignment, transfer, or subletting of any part of the Work, or the giving by the Owner of any extension of time for the performance of the Agreement or any other forbearance on the part of either the Owner or the Contractor to the other, shall not in any way release the Contractor and the Surety or Sureties, either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety or Sureties of any such alterations, assignments, transfer, subletting, extension or forbearance being hereby waived.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement, the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the Work, or to the Specifications.

AND PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, where claim may be satisfied.

IN WITNESS WHEREOF, said Contractor and Surety have hereunto set their respective names this _____ day of _____, 20____.

WITNESSES:

(CONTRACTOR) (Seal)

Name

By: (Signature and Title)

Address

Surety: (Signature and Title)

Name

By: (Signature and Title)

Address

Attorney-in-fact

POWER OF ATTORNEY

Any attorney-in-fact who signs Contract Bonds must file with each Bond a certified copy of his or her power of attorney to sign said Bonds.

NOTE: The date of the BOND must not be before the date of the Agreement. If Contractor is a Partnership, all partners should execute Bonds.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Rhode Island.

END OF SECTION

SECTION 00700

GENERAL CONDITIONS

ARTICLE 1 -DEFINITIONS

Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meaning indicated which shall be applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments prior to the opening of Bids, which clarify, correct or change the Bidding Requirements or Contract Documents.

AGREEMENT - the written contract between Authority and Contractor covering the Work to be performed.

"AS DIRECTED," "AS ORDERED," "AS REQUESTED," "AS REQUIRED", "AS PERMITTED," or words of like import are used, it shall be understood that the direction, order, request, requirement, or permission of the Engineer is intended.

"APPROVED," "ACCEPTABLE," "SUITABLE," "SATISFACTORY," and words of like import shall mean approved by, acceptable to, suitable to, or satisfactory to the Engineer.

APPLICATION FOR PAYMENT - Form used by Contractor in requesting progress or final payments, format to be acceptable to the Engineer.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a bid for the work.

CHANGE ORDER - A document recommended by the Engineer, which is signed by the Contractor and Authority authorizing the addition, deletion or revision in the Work, or adjustment in the Contract Price or Contract Time, issued on or after the effective date of the Agreement.

CONTRACTOR - The person, firm or corporation with whom the Authority has entered into the Agreement.

CONTRACT BONDS - Bid, Performance, and Labor and Materials Bonds and other instruments of security furnished by the Contractor and his surety in accordance with the Contract Documents.

CONTRACT DOCUMENTS - The Agreement, Addenda, Bid, Post Bid documentation submitted prior to the Notice Award, The Notice to Proceed, Bonds, These General Conditions, the Supplemental Conditions, the Miscellaneous Conditions, the Specifications, the Drawings, all written Amendments, Change Orders, Field Orders, and Engineers written interpretations and clarifications

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of calendar days stated in the Contract Documents for the completion of the Work.

CONSTRUCTION SUPERINTENDENT - That person designated by the Contractor to carry out the provisions of the Contract.

DATUM OR LEVELS - The figures given in the Contract and Specifications or upon the Drawings after the work elevation or abbreviation of it, shall mean the distance in feet above mean sea level, the base of the State of Rhode Island and the United States Geodetic Survey (U.S.G.S.).

DRAWINGS - The part of the Contract Drawings which shows the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH - Wherever used as the name of an excavated material or material to be excavated, shall mean all kinds of material other than rock as defined in this section.

ELEVATION - The figures given on the Drawings or in the other Contract Documents after the work "elevation" or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER -The word "Engineer" shall mean the person or persons, partnership or corporation holding the position or acting in the capacity of Engineer for the Authority in respect to this Contract, whether acting directly or through his properly authorized agents, such agents acting only within the scope of the particular duties entrusted to them. (For this Contract, Warwick Sewer Authority)

FIELD ORDER - A written order issued by the Engineer which orders minor changes in the Work which do not involve a change in the Contract Price or an extension of the Contract time.

GENERAL REQUIREMENTS – The first section of the Technical Specifications.

"HEREIN," "HEREINAFTER," "HEREUNDER," and words of like import shall be deemed to refer to the Contract Documents.

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the Authority to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the Authority to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

CITY - The City of Warwick, Rhode Island acting through its Warwick Sewer Authority.

PROJECT OR CONTRACT - The undertaking to be performed in the Contract Documents.

PROJECT REPRESENTATIVE - The authorized representative of the Authority who is assigned to the project site or any part thereof.

ROCK - wherever used as the name of an excavated material to be excavated, shall mean only boulders and pieces of concrete and masonry exceeding 1 cu. yd. in volume, or igneous, sedimentary, metamorphic, and conglomerate rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with a hand pick or power-operated excavator or shovel, no

loose, shaken, or previously blasted rock or broken stone in rock fillings, or elsewhere, and no rock exterior to the maximum limits of measurement allowed, which may fall into the excavation, will be measured or allowed as "rock."

SHOP DRAWINGS - All drawings, diagrams, schedules and other data or information prepared for and submitted by the Contractor, to illustrate portions of the Work.

SPECIFICATIONS - The portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUBCONTRACTOR - An individual, firm or corporation, approved by the Authority and Engineer having a direct contract with the Contractor or with any other Sub-Contractor for the performance of a part of the Work on the Project.

SUBSTANTIAL COMPLETION - Where the Work has progressed to the point where, in the opinion of the Engineer, the Work is sufficiently complete, in accordance with the Contract Documents, so that the Work can be utilized for the purpose intended.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the Work.

WORK - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

ARTICLE 2 -THE CONTRACT DOCUMENTS.

The Agreement, the Information to Bidders, the Contractor's Bid as accepted by the Authority, the Specifications, the Drawings, and all Addenda and amendments to any of the foregoing collectively constitute the Contract Documents, and are sometimes herein referred to as the "Contract".

- 2.1 The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. In the event of any conflict or inconsistency between the provisions of the Agreement and the provisions of any of the other Contract Documents, the provisions of the Agreement shall prevail.
- 2.2 Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the edition of the standard specification, manual, code or laws or regulations identified in the reference. In the event a particular edition is not identified, the reference shall mean the latest amended edition in effect at the time of receipt of the Bid. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of the Authority, the Contractor or the Designer, or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Engineer, or any of the Engineer's consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the work or any duty or authority to undertake responsibility contrary to the provisions of the Agreement.

ARTICLE 3 -OBLIGATIONS AND LIABILITY OF CONTRACTOR.

- 3.1. The Contractor shall do all the work and perform and furnish all the labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies and all other things (except as otherwise expressly provided herein) necessary and as herein specified for the proper performance and completion of the Work in the manner and within the time hereinafter specified, in strict accordance with the Drawings, Specifications and other Contract Documents, in conformity with the directions and to the satisfaction of the Engineer, and at the prices herein agreed upon therefor.
- 3.2. All parts of the Work and all fixtures, equipment, apparatus and other items indicated on the Drawings and not mentioned in the Specifications, or vice versa, and all work and material usual and necessary to make the work complete in all its parts, including all incidental work necessary to make it complete and satisfactory and ready for use and operation, whether or not they are indicated on the Drawings or mentioned in the Specifications, shall be furnished and executed the same as if they were called for both by the Drawings and by the Specifications.
- 3.3. The Contractor shall coordinate his operations with those of any other contractors who may be employed on other work of the Authority, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials and equipment.
- 3.4. The Contractor shall conduct his work so as to interfere as little as possible with private business and public travel. Wherever and whenever necessary or required, he shall maintain fences, furnish watchmen, maintain lights, and take such other precaution as may be necessary to protect life and property.
- 3.5. The Contractor shall indemnify and save harmless the Authority and the Engineer and their officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease or death sustained by any person or

persons or injury or damage to or destruction of any property, directly or indirectly arising out of, relating to or in connection with the Work, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence or fault of the Contractor, his officers, agents, servants or employees, any of his subcontractors, or any of their respective officers, agents, servants or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false or fraudulent; and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Engineer, his officers, agents, servants or employees, against any such damages occasioned solely by defects in maps, plans, drawings, designs or specifications prepared, acquired or used by the Engineer and/or solely by the negligence or fault of the Engineer; and provided further, that the Contractor shall not be required to indemnify the Authority, its officers, agents, servants or employees, against any such damages occasioned solely by acts or omissions of the Authority other than supervisory acts or omissions of the Authority in the Work.

- 3.6 The Contractor shall have complete responsibility for the Work and the protection thereof, and for preventing injuries to persons and damage to the Work and property and utilities on or about the Work, until final completion and final acceptance thereof. He shall in no way be relieved of his responsibility by and right of the Engineer to give permission or directions relating to any part of the Work, by any such permission or directions given, or by failure of the Engineer to give such permission or directions. The Contractor shall bear all costs, expenses, losses and damages on account of the quantity or character of the Work or the nature of the land (including but not limited to subsurface conditions) in or under or on which the Work is done being different from that indicated or shown in the Contract Documents or from what was estimated or expected, or on account of the weather, elements, or other causes.
- 3.7 The Contractor shall conduct his operations so as not to damage existing structures or work installed either by him or by other contractors. In case of any such damage resulting from his operations, he shall repair and make good as new the damaged portions at his own expense with the consent of the damaged party. In the event that consent is not given, the Contractor shall continue liable for the damage caused.
- 3.8 The Contractor shall be as fully responsible to the Authority for the acts and omissions of his subcontractors, their officers, agents, servants and employees as he is for his own acts and omissions and those of his own officers, agents, servants and employees.
- 3.9 Should the Contractor sustain any loss, damage or delay through any act or omission of any other contractor or any subcontractor of any such other contractor, the Contractor shall have no claim against the Authority therefor, other than for an extension of time, but shall have recourse solely to such other contractor or subcontractor.
- 3.10. If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage.
- 3.11 The Contractor agrees to and does hereby indemnify and save harmless the Authority from and against any and all claims by such other contractors or subcontractors alleging such loss, damage or delay from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, arising out of, relating to or resulting from such claims.
- 3.12 The Contractor shall promptly pay all federal, state and local taxes which may be assessed against him in connection with the Work or his operations under the AGREEMENT and/or the other

Contract Documents, including, but not limited to, taxes attributable to the purchase of material and equipment, to the performance of services, and the employment of persons in the prosecution of the Work.

ARTICLE 4 - AUTHORITY OF THE ENGINEER.

- 4.1 The Engineer shall be the sole judge of the intent and meaning of the Drawings and Specifications and his decisions thereon and his interpretation thereof shall be final, conclusive and binding on all parties.
- 4.2 The Engineer shall be the Authority's representative during the life of the Contract and he shall observe the Work in progress on behalf of the Authority. He shall have authority (a) to act on behalf of the Authority to the extent expressly provided in the Contract or otherwise in writing; (b) to determine the amount, quality, acceptability and fitness of all work, materials and equipment required by the Contract; and (c) to decide all questions which arise in relation to the Work, the execution thereof, and the fulfillment of the Contract.
- 4.3 The Contractor shall proceed without delay to perform the work as directed, instructed, determined or decided by the Engineer and shall comply promptly with such directions, instructions, determinations or decisions. If the Contractor has any objection thereto he may, within ten (10) days of having received any such direction, instruction, determination or decision, require that any such direction, instruction, determination or decision be put in writing and within ten (10) days after receipt of any such writing he may file a written protest with the Authority stating clearly and in detail his objections, the reasons therefor, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Authority. Unless the Contractor requires that any such direction, instruction, determination or decision be put in writing within ten (10) days of having received such direction, instruction, determination or decision and unless the Contractor files such written protest with the Authority and Engineer within such ten (10) day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

ARTICLE 5 - SUPERVISION OF WORK.

- 5.1 The Contractor shall be solely responsible for supervision of the Work, shall give the work the constant attention necessary to ensure the expeditious and orderly progress thereof, and shall cooperate with the Engineer in every possible way.
- 5.2 At all times, the Contractor shall have his agent on the Work a competent superintendent capable of reading and thoroughly understanding the Drawings and Specifications, with full authority to execute the directions of the Engineer without delay and to supply promptly such labor, services, materials, equipment, plant, apparatus, appliances, tools, supplies and other items as may be required. Such superintendent shall not be removed from the Work without the prior written consent of the Engineer. If, in the opinion of the Engineer, the superintendent or any successor proves incompetent, the Contractor shall replace him with another person approved by the Engineer; such approval, however, shall in no way relieve or diminish the Contractor's responsibility for supervision of the Work.
- 5.3 Whenever the Contractor or his agent or superintendent is not present on any part of the Work where it may be necessary to give directions or instructions with respect to such work, such directions or instructions may be given by the Engineer to and shall be received and obeyed by the designated foreman or any other person in charge of the particular work involved.

ARTICLE 6 - INSURANCE

- 6.1 The Contractor shall assume full responsibility for the safety of his employees, injury to persons other than his employees, and damage to property arising out of work performed by the Contractor.
- 6.2 The Contractor shall indemnify and hold harmless the Authority and the Engineer from and against any liability imposed by law or otherwise upon the Authority and the Engineer, their officers, representatives, agents and employees for injury or death of persons and for loss of damage to property caused by fault or negligence of Contractor and its officers, representatives, subcontractors, and employees in the performance of the services under this Agreement.**
- 6.3 Contractor shall defend any claim or suit brought against the Authority or the Engineer based upon such injury, death, loss or damage as described in the previous paragraph, and shall pay all costs and expenses (including legal fees) in connection with such claim or suit, provided the Engineer shall give Contractor prompt notice of such claim or suit, and shall provide such reasonable assistance in connection therewith as Contractor may request.**
- 6.4 The Contractor shall carry insurance in the usual form with the following minimum limits:
- a. Comprehensive General Liability - Comprehensive General Liability including personal injury and property damage liability with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. Policy to include Owner's and Contractor's Protective Liability, Contractual Liability assumed under this contract, and Broad Form Property Damage Liability.
 - b. Worker's Compensation and Employer's Liability - Worker's Compensation (Coverage A) in accordance with the laws of the State of Rhode Island; and Employer's Liability (Coverage B) with a limit of liability of \$500,000 each accident, \$500,000 disease policy limit, and \$500,000 disease each employee.
 - c. Comprehensive Auto Liability - Comprehensive Auto Liability including bodily injury and property damage endorsed to include owned, hired and non-owned vehicle liability.

A combined single limit of \$1,000,000 per accident for bodily injury and property damage liability shall be required.

- 6.5 Alternately, if the Contractor owns no vehicles, then it should provide a certificate of insurance which evidences that it has in effect a Non-Owned and Hired Vehicle Insurance Policy with bodily injury \$1,000,000 per accident.**
- 6.6 The Contractor shall furnish the Engineer with certificates of insurance indicating full coverage for these limits before starting any of its operations under this Agreement. Certificates shall be endorsed with the requirement that cancellation or changes of a policy will not be made until after thirty (30) working days written notice to the Engineer.
- 6.7 By doing the work called for under this Agreement, the Contractor shall become liable for any claim growing out of the fraudulent or negligent submissions of subsurface data by the Contractor, including any professional liability claim which might be brought against the Authority and the Engineer arising out of such fraudulent or negligent submission.
- 6.8 The carrying of any of the insurance required hereunder shall not be interpreted as relieving Contractor of any responsibility to the Authority or the Engineer.

ARTICLE 7 - PATENTS.

- 7.1 The Contractor's attention is directed to the following "Patent Indemnity Clause" illustrating the format and/or required wording therefore which shall be used by all manufacturers and/or suppliers, as deemed necessary by the Authority and Engineer, as an Indemnification and Hold Harmless Agreement.
- 7.2 This Agreement shall be accepted and approved in form by the Authority and Engineer prior to the approval and/or installation of the product.

PATENT INDEMNITY CLAUSE

"In Consideration for their purchase and use of the (Name of product and/or equipment) manufactured by (name of Manufacturer) and for other good and valuable consideration, (Name of Manufacturer) agrees to defend and hold harmless (Name of Contractor), Gordon R. Archibald, Inc., and the Authority of Warwick, Rhode Island, and their employees and agents, from and against any liability, loss, cost, expense or damage including reasonable attorneys' and accountants' fees incurred by these entities in defending or prosecuting any claim for such liability, loss, cost, expense or damage resulting or arising out of a claim that the use of the above mentioned product and/or equipment delivered hereunder directly infringes any United States Patent, provided that (Name of Manufacturer) is given authority, information, and assistance for the defense of such suit, and (Name of Manufacturer) shall pay all damages and costs assessed against the above named entities for the use of such produce and/or equipment provided, however, that this indemnification shall not apply to equipment of (Name of Contractor) design, and provided further that if the use of such product and/or equipment is enjoined in any suit, (Name of Manufacturer) shall at its own expense and its option either procure for (name of Contractor) the right to continue the normal use of such produce and/or equipment, replace said product and/or equipment, modify said equipment or refund the purchase price thereof; and provided further that (Name of Manufacturer) indemnity as to use shall not apply to infringement resulting from the use of the produce and/or equipment delivered hereunder in combination with other items where use of the product and/or equipment per se does not constitute infringement."

ARTICLE 8 - COMPLIANCE WITH LAWS.

- 8.1 The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the Work, the materials and equipment used in the Work or the conduct of the Work, and of all orders, decrees and other requirements of bodies of tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree or other requirement, the Contractor shall forthwith report the same to the Engineer in writing. The Contractor shall at all times observe and comply with, and cause all his agents, with all such existing and future laws, ordinances, rules, regulations, orders, decrees and other requirements, and he shall protect, indemnify and save harmless the Authority, its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorneys' fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulation, order, decree or other requirement, whether committed by the Contractor or any of his agents, servants, employees or subcontractors.

ARTICLE 9 - PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

- 9.1 Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though they were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

ARTICLE 10 - PERMITS.

- 10.1 The Contractor shall, at his own expense, take out and maintain all necessary permits from the county, municipal, or other public authorities; shall give the notices required by law; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the Work.

ARTICLE 11 - NOT TO SUBLET OR ASSIGN.

- 11.1 The Contractor shall constantly give his personal attention to the faithful prosecution of the Work, shall keep the same under his personal control, shall not assign the Contract or sublet the Work or any part thereof without the previous written consent of the Authority, and shall not assign any of the moneys payable under the Contract, or his claim thereto, unless by and with the like written consent of the Authority and the Surety on the Contract Bonds. Any assignment or subletting in violation hereof shall be void and unenforceable.
- 11.2 The Contractor shall not sublet or assign work to a subcontractor(s), for a total in excess of fifty (50) percent of the Contract Price, without prior written approval of the Authority and Engineer.
- 11.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of his subcontractors, suppliers, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.
- 11.4 The Contractor shall cause appropriate provisions, and applicable State or Federal regulations, to be inserted in all subcontractors relative to the work to bind subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of subcontractors, and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

- 11.5 The Contractor's attention is directed to the fact that nothing contained in this Contract shall create any contractual relation between any subcontractor and the Authority.

ARTICLE 12 - DELAY BY CITY.

- 12.1 The Authority may delay the beginning of the Work or any part thereof if the necessary lands or rights-of-way for such work shall not have been obtained. The Contractor shall have no claim for additional compensation or damages on account of such delay, but shall be entitled only to any extension of time as hereinafter provided.

ARTICLE 13 - TIME FOR COMPLETION.

- 13.1 Provisions related to delays and time for completion of the work follow: The rate of progress shall be such that the Work shall be performed and completed in accordance with the Contract before the expiration of the time limits within 120 consecutive calendar days after the acceptance of the Notice to Proceed, except as otherwise expressly provided herein.
- 13.2 It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary and foreseeable delays incident to construction work of this character. No extension of time will be given for ordinary or foreseeable delays, inclement weather, or accidents, and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress and completing the Work within the stipulated time limit.
- 13.3 If delays are caused by acts of God, acts of Government, unavoidable strikes, extra work, or other cause or contingencies clearly beyond the control or responsibility of the Contractor, the Contractor may be entitled to additional time to perform and complete the Work, provided that the Contractor shall, within ten (10) days from the beginning of such delay notify the Authority in writing, with a copy to the Engineer, of the cause and particulars of the delay. Upon receipt of such notification, the Authority shall review and evaluate the cause and extent of the delay. If, under the terms of the AGREEMENT, the delay is properly excusable, the Authority will, in writing, appropriately extend the time for completion of the Work. (This paragraph will be interpreted to include delays in receipt of equipment provided that the Contractor placed his order and submitted shop drawings for such equipment promptly after execution of the Contract, that he has shown due diligence in following the progress of the order, and that the time required for delivery is in accordance with conditions generally prevailing in the industry.) The Contractor agrees that he shall not have or assert any claim for nor shall he be entitled to any additional compensation or damages on account of such delays.
- 13.4 The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.

ARTICLE 14 - LIQUIDATED DAMAGES.

- 14.1 In case the Contractor fails to complete the Work satisfactorily on or before the date of completion or interim milestone fixed herein or as duly extended as hereinbefore provided, the Contractor agrees that the Authority shall deduct from the payments due the Contractor each month the sum of \$2,500.00 for each calendar day of delay, which sum is agreed upon not as a penalty, but as fixed and liquidated damages for each day of such delay. If the payments due the

Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or his Surety shall pay the balance to the Authority.

ARTICLE 15 - NIGHT AND SUNDAY WORK.

- 15.1 Work shall be done at night or on Saturday or Sunday (1) if all of the conditions set forth in the next paragraph below are met or (2) Contract activities specifically specified elsewhere to be conducted at night or on Saturday or Sunday. Work may be allowed on if the work will be to the advantage of the Authority, and the Engineer has given written permission for such work.
- 15.2 No work other than that included in (1) and (2) above shall be done at night except when (a) in the sole judgment of the Authority, the work will be of advantage to the Authority and can be performed satisfactorily at night, (b) the work will be done by a crew organized for regular and continuous night work, and (c) in the sole judgment of the Authority and Engineer, adequate noise prevention measures are incorporated into the Work by the Contractor to minimize any noise impact within the work area and (d) the Engineer has given written permission for such night work. (e) Night work is defined as work between the hours of 4:30 p.m. and 7:00 a.m.

ARTICLE 16 - EMPLOY COMPETENT PERSONS.

- 16.1 The Contractor shall employ only competent persons on the Work and shall not employ persons or means which may cause strikes, work stoppages or any disturbances by persons employed by the Contractor, any subcontractor, the Authority, the Engineer or any other contractor. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer.

ARTICLE 17 - EMPLOY SUFFICIENT LABOR AND EQUIPMENT.

- 17.1 If in the sole judgment of the Engineer the Contractor is not employing sufficient labor, plant, equipment or other means to complete the Work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment and other means as the Engineer deems necessary to enable the Work to progress properly.

ARTICLE 18 - INTOXICATING LIQUORS AND/OR DRUGS.

- 18.1 The Contractor shall not sell and shall neither permit nor suffer the introduction and/or use of intoxicating liquors and/or drugs upon or about the Work.

ARTICLE 19 - ACCESS TO WORK.

- 19.1 The Authority, the Engineer, and their officers, agents, servants and employees may at any and all times and for any and all purposes, enter upon the Work and the site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefor.

ARTICLE 20 - EXAMINATION OF WORK.

- 20.1 The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the Work and for ascertaining that the Work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down portions of furnished work by the Contractor.
- 20.2 Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise borne by the Contractor.
- 20.3 Examination of inspection of the Work shall not relieve the Contractor of any of his obligations to perform and complete the Work as required by the Contract.

ARTICLE 21 - DEFECTIVE WORK, ETC.

- 21.1 Until acceptance and during the applicable guarantee period thereafter, the Contractor shall promptly, without charge, repair, correct or replace work, equipment, materials, apparatus or parts thereof which are defective, damaged or unsuitable or which in any way fail to comply with or be in strict accordance with the provisions and requirements of the Contract or applicable guarantee and shall pay to the Authority all resulting costs, expenses, losses or damages suffered by the Authority.
- 21.2 If any material, equipment, apparatus or other items brought upon the site for use or incorporation in the Work, or selected for the same, is rejected by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus and other items from the site of the Work and shall at his own cost and expense make good and replace the same and any material furnished by the Authority which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees or subcontractors.

ARTICLE 22 - PROTECTION AGAINST WATER AND STORM.

- 22.1 The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished Work may be completed as required by the Contract.

ARTICLE 23 - RIGHT TO MATERIALS.

- 23.1 Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the Work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached or affixed, become the property of the Authority. Nothing in this subsection shall relieve the Contractor of his duty to protect and maintain all such materials, equipment, apparatus and other items.

ARTICLE 24 - CHANGES IN THE CONTRACT.

- 24.1 **Right to Change.** The Engineer reserves the right to make changes in the Contract at any time during the progress of the work as are necessary to satisfactorily complete the Project. Such

changes shall not invalidate the Contract nor release the Surety. The Contractor agrees to perform the work as directed by the Engineer. Any costs applicable to such changes will be paid for by the execution of an appropriate Contract Addendum.

24.2 **Causes for Changes.** Changes in the Contract may result from any of the following causes, all of which are defined below by the indicated Subsections of the Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition.

- A. Differing site conditions; Subsection 104.03.
- B. Alterations in the Plans or Details; additions to, reductions in, or elimination of an existing item of work contained in the Proposal; Subsection 104.04.
- C. Extra or unforeseen work for which there is no item of work in the Proposal; Subsection 104.05.
- D. Suspension of the work for any reason; Subsection 104.06.
- E. Significant changes in the character of the work; Subsection 104.07.

ARTICLE 25 - DIFFERING SITE CONDITIONS, CHANGES, EXTRA WORK AND FORCE ACCOUNT.

25.1 **Methods of Payment.** Differing site conditions, changes, extra work, and significant changes in the character of the work, all performed in accordance with Section 01010 – Scope of Work, Rhode Island Standard Specifications for Road and Bridge Construction, 2004 Edition, will be paid for in accordance with the following methods as appropriate:

- A. Contract unit prices.
- B. Unit prices agreed upon in the order authorizing the work.
- C. An agreed upon lump sum amount.
- D. If directed by the Authority, on a Force Account Basis to be compensated in the following manner:
 - i. Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage actually paid as shown by its certified payroll, which rate shall be at least the prevailing rate of wage (or scale), for each and every hour that said labor and foremen are actually engaged in the work.

No part of the salary or expenses of anyone connected with the Contractor's forces above the grade of foreman, and having general supervision of the work, will be included in the labor item as specified above. The Engineer reserves the right to determine the number and type of labor employed.

The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

An amount equal to 20 percent of the sum of the above items will also be paid the Contractor.

- ii. Bond, Insurance and Tax. For property damage, liability, worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes incurred on force account work, the Contractor shall receive the actual cost, to

which cost a surcharge of 6-percent will be added. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bonds, insurances and taxes.

- iii. Materials. For materials accepted by the Engineer and used in the work, the Contractor shall receive the actual cost of such materials delivered to the site, including transportation charges paid (exclusive of machinery rentals as hereinafter set forth), to which cost a surcharge of 15 percent will be added. The Contractor will not be reimbursed for any penalty or carrying charge incurred due to late or delayed payment for materials used in the work.
- iv. Equipment. For any machinery or special equipment (other than small tools) including transportation cost, the use of which has been authorized by the Engineer, the Contractor shall receive either the “hourly rental rates” as prescribed herein by the Authority, or the actual documented cost plus an amount equal to 10 percent of said actual documented cost, whichever is less. Under no circumstance shall the payment exceed the replacement cost of the equipment.

All rental rates shall include the estimated operating cost as indicated for that equipment in either the Rental Rate Blue Book or the Rental Rate Blue Book for Older Equipment, including the Rate Adjustment Tables approved for projects wholly or partially funded by the Federal Highway Administration (FHWA). Operators’ wages are not included in the estimated operating cost and are paid separately, except for certain specified equipment in which the operator’s wages are included. Rental rates shall be submitted to the Authority prior to the start of construction work.

The “hourly rental rate” for an individual piece of equipment shall be determined by dividing the associated monthly rate, modified by the Rate Adjustment Tables, as contained in the Rental Rate Blue Book by one hundred seventy-six (176). There will be no adjustment to the hourly rate for the period of use.

For rented equipment, the cost shall be based on the actual documented cost plus an amount equal to 10 percent of said actual documented cost, subject to the conditions set forth below. The actual documented cost shall consist of the paid invoice for rented equipment plus other documented operating costs (i.e., fuel, maintenance, repairs, etc.).

Actual documented costs plus 10 percent of said costs shall not exceed the cost as calculated from the RENTAL RATE BLUE BOOK or the RENTAL RATE BLUE BOOK FOR OLDER CONSTRUCTION EQUIPMENT. The Contractor shall submit documentation for both the hourly rental rates and actual documented costs to determine that the actual documented costs plus 10 percent of said costs does not exceed the calculated rental rate costs. No percentage surcharges will be added to the “Blue Book” rates as prescribed herein for rented equipment.

For equipment which is already on the project, the rental period shall start when such equipment is ordered to work by the Engineer, and shall continue until ordered to stop work.

For equipment which has to be brought to the project specifically for use on force account work, the Authority will pay all loading and unloading costs, and all

transportation costs to and from the project, including assembling and dismantling, provided, however, that the cost of return transportation shall not exceed that of moving the equipment to the project. Loading, unloading and transportation costs will not be paid if the equipment is used for work other than force account work while on the project. The rental period shall start at the time the equipment is ready for operation, and shall extend during the period of time the equipment is actually utilized on force account work. The rental period shall end when the equipment is released by the Engineer.

All equipment, including trucks, shall in the judgment of the Engineer, be in good working condition and suitable for the purpose intended. The Engineer reserves the right to determine the number of units of the various types of equipment to be employed on force account work. The manufacturer's model identification shall be the basis for identifying the type of equipment for payment purposes. Certification for the model year of the equipment will be required.

- v. Subcontracting. For work performed by a subcontractor, the Contractor shall accept as full payment therefore, an amount equal to the actual cost to the Contractor of such work performed by the subcontractor as determined by the Engineer, plus 10 percent of said cost.
- vi. Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
- vii. Compensation. The Contractor's representative and the Engineer shall daily compare records of work completed on a force account basis. The Engineer will then prepare the daily work sheets and said sheets will be signed by the Contractor's representative no later than noon of the next working day.
- viii. Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with six copies of itemized statements of the cost of such work, incurred on a daily basis, and detailed as follows:
 - 1) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - 2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - 3) Quantities of materials, prices, and extensions.
 - 4) Transportation of materials.
 - 5) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions, and social security taxes.

Statements shall be accompanied and supported by certified payrolls, and receipted invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

ARTICLE 26 - EXTENSION OF TIME ON ACCOUNT OF EXTRA WORK.**

26.1 When extra work is ordered near the completion of the Contract or at any time during the progress of the Work which unavoidably increases the time for the completion of the Work, and extension of time shall be granted as hereinbefore provided.

ARTICLE 27 - CHANGES NOT TO AFFECT BONDS.

27.1 It is expressly agreed and understood that any changes made in the Work or the Drawings or Specifications therefor (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner of time of payments made by the Authority to the Contractor, or any other modifications of the Contract, shall in no way annul, release, diminish or affect the liability of the Surety on the CONTRACT BONDS given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

ARTICLE 28 - CLAIMS FOR DAMAGES.

- 28.1 If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file by Certified Mail with the Engineer and Authority a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Authority one copy of the statement, together with his recommendations for action by the Authority.
- 28.2 The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction instruction, determination or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with **Para. 4.a.1.** of this Section entitled "**Authority of the Engineer,**" including, but not limited to the filing of a written protest in the manner and within the time therein provided.

ARTICLE 29. ABANDONMENT OF WORK OR OTHER DEFAULT.

- 29.1 If the Work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Authority, or the Contract or any moneys payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the Work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Authority may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue all Work or any part thereof; thereupon the Contractor shall discontinue such Work or such part thereof as the Authority may designate; and the Authority may, upon giving such notice, by contract or otherwise as it may determine, complete the Work or such part thereof and charge the entire cost and expense of so completing the Work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the Work, the Authority shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay to the Authority any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the Authority by reason of any of the foregoing causes. For the purposes of such completion the Authority may for itself or for any Contractors employed by the Authority take possession of and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies and such other items of every description that may be found or located at the site of the Work.

29.2 All costs, expenses, losses, damages, attorney's fees and any and all other charges incurred by the Authority under this subsection shall be charged against the Contractor and deducted and/or paid by the Authority out of any moneys due of payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Authority shall not be held to a basis of the lowest prices for which the completion of the Work or any part thereof might have been accomplished, but all sums actually paid or obligated therefor to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expenses, losses, damages, attorney's fees and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the Work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such costs, expenses, losses, damages, attorneys' fees and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Authority.

ARTICLE 30 - PRICES FOR WORK.

30.1 The Authority shall pay and the Contractor shall receive the prices stipulated in the BID made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

ARTICLE 31 - MONEYS MAY BE RETAINED.

31.1 The Authority may at any time retain from any moneys which would otherwise be payable hereunder so much thereof as the Authority may deem necessary to complete the Work hereunder and to reimburse it for all costs, expenses, losses, damage and damages chargeable to the Contractor hereunder.

ARTICLE 32 - FORMAL ACCEPTANCE.

32.1 This Agreement constitutes an entire contract for one whole and complete Work or result. Fixing of the date of completion and acceptance of the Work or a specified part thereof shall only be effective when accomplished by a writing specifically so stating and signed by the Authority.

ARTICLE 33 - PROGRESS ESTIMATES.

33.1 Once a month, except as hereinafter provided, the Engineer shall make an estimate in writing of the total amount and value of the work done to the first of the month by the Contractor. The Authority shall retain 5% of such estimated value as part security for fulfillment of the Contract by the Contractor and shall deduct from the balance all previous payments made to the Contractor, all sums chargeable against the Contractor and all sums to be retained under the provisions of the Contract. The Authority shall pay monthly to the Contractor the balance not deducted an/or retained as aforesaid, except that payment may be withheld at any time if, in the sole judgment of the Engineer, the work is not proceeding in accordance with the Contract. If the Authority deems it expedient to do so, it may cause estimates and payments to be made more frequently than one in each month. No progress estimate or payment need be made when, in the sole judgment of the Engineer, the total value of the work done since the last estimate amounts to less than \$10,000.

33.2 Estimates of lump-sum items shall be based on a schedule dividing each such item into its appropriate component parts together with a quantity and a unit price for each part so that the sum of the products of prices and quantities will equal the Contract price for the item. This schedule must be submitted by the Contractor for and must have the approval of the Engineer before the first estimate becomes due.

- 33.3 If the Engineer determines that the progress of the Work will be benefited by the delivery to the site of certain materials and equipment, when available, in advance of actual requirement therefor and if such materials and equipment are delivered and properly stored, protected and insured as determined by the Engineer, the cost to the Contractor or subcontractor as established by invoices or other suitable vouchers satisfactory to the Engineer, less the retained percentages as above provided, may be included in the progress estimates; provided always that there be duly executed and delivered by the Contractor to the Engineer at the same time a Bill of Sale in form satisfactory to the Authority, transferring and assigning to the Authority full ownership and title to such materials or equipment.

ARTICLE 34 - PARTIAL ACCEPTANCE.

- 34.1 The Authority may, at any time in a written order to the Contractor (a) declare that he intends to use a specified part of the Work which in his opinion is sufficiently complete, in accordance with the Contract Documents, to permit its use; (b) enclose a tentative list of items remaining to be completed or corrected, and (c) fix the date of acceptance of that specified part of the Work.
- 34.2 Within 45 days after acceptance under this subsection, the Engineer shall make an estimate in writing of the amount and value of the part of the Work so accepted. The Authority shall pay said amount to the Contractor after deducting therefrom all previous payments, all charges against the Contractor as provided for hereunder, and all amounts to be retained under the provisions of the Contract, said payment to be made at the time of the next monthly progress estimate.
- 34.3 Acceptance by the Authority under this subsection shall not relieve the Contractor of any obligations under the Contract Documents except to the extent agreed upon in writing between the Authority and the Contractor.
- 34.4 The Authority shall have the right to exclude the Contractor from any part of the Work which has been accepted, but the Authority will allow the Contractor reasonable access thereto to complete or correct items on the tentative list.

ARTICLE 35 - FINAL ESTIMATE AND PAYMENT.

- 35.1 All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment as determined by the Engineer.
- 35.2 The acceptance by the Contractor of final payment shall be and shall operate as a release to the Authority of all claims and all liability to the Contractor under or by virtue of this Agreement; and upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement the Contractor shall execute and deliver to the Authority a release of all claims against the Authority arising under or by virtue of, this Agreement, except claims which are specifically exempted by the Contractor to be set forth herein. Unless otherwise provided in this Agreement, by State law or otherwise expressly agreed to be the parties to this Agreement, any payment, including final payment under, this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the Authority's claims against the Contractor or his sureties under this Agreement or applicable Performance and Labor and Materials Bonds.

ARTICLE 36 - LIENS.

- 36.1 If at any time any notices of lien are filed and labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove or otherwise dispose of the same, and until such discharge,

removal or disposition, the Authority shall have the right to retain from any moneys payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

ARTICLE 37 - CLAIMS.

37.1 If at any time there be any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Authority may retain from any moneys which would otherwise be payable hereunder so much thereof as, in its sole judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

ARTICLE 38 - APPLICATION OF MONEYS RETAINED.

38.1 The Authority may apply any moneys retained hereunder to reimburse itself for any and all costs, expenses, losses, damage and damages, liabilities, suits, judgments and awards incurred, suffered or sustained by the Authority and chargeable to the Contractor hereunder or as determined hereunder.

ARTICLE 39 - NO WAIVER.

39.1 Neither the inspection by the Authority or the Engineer, nor any order, measurement, approval, determination, decision or certificate by the Engineer, nor any order by the Authority for the payment of money, nor any payment for or use, occupancy, possession or acceptance of the whole or any part of the Work by the Authority, nor any extension of time, nor any other act or omission of the Authority or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power or right of or herein reserved to the Authority, nor of any right to damages for breach of contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Authority shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his subcontractors or by any other person or persons.

ARTICLE 40 - LIABILITY OF AUTHORITY.

40.1 No person, firm or corporation, other than the Contractor who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Authority or any agent of the Authority and neither the Authority nor any agent of the Authority shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in the final estimate shall operate as and shall be a full and complete release of the Authority and of every agent of the Authority of and from any and all claims, demands, damages and liabilities of, by or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the Work or for or on account of any act or neglect of the Authority or of an agent of the Authority or of any other person, arising out of, relating to or by reason of the Work, except the claim against the Authority for the unpaid balance, if any there be, of the amounts retained as herein provided.

ARTICLE 41 - GUARANTEE.

41.1 The Contractor guarantees that the Work and services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same, shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other Contract Documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the Contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

41.2 Furthermore, if at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Authority may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Authority within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the Authority may employ other persons to make the same, and all direct and indirect costs of making said repairs, correction or replacements, including compensation for additional professional services, shall be paid by the Contractor.

ARTICLE 42 - RETAIN MONEY FOR REPAIRS.

42.1 The Authority may retain out of the moneys otherwise payable to the Contractor hereunder 1% of the amount thereof, and may expend the same, in the manner hereinafter provided, in making such repairs, corrections and replacements in the Work as the Authority, in its sole judgment, may deem necessary.

42.2 Furthermore, if at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the Authority may notify the Contractor in writing to make the required repairs, correction or replacements. If the Contractor neglects to commence making such repairs, correction, or replacements to the satisfaction of the Authority within three (3) days from the date of receipt of such notice, or having commenced fails to prosecute such work with diligence, the Authority may employ other persons to make the same. The Authority shall pay the cost and expense of the same out of the amounts retained for that purpose. Upon the expiration of the said period of guarantee, provided that the Work at that time is in good order, the Contractor will be entitled to receive the whole or such part of the sum last aforesaid, if any, as may remain after the cost and expense of making said repairs, correction or replacements, in the manner aforesaid, have been paid therefrom.

ARTICLE 43 - RETURN OF DRAWINGS.

43.1 All Drawings furnished by the Authority or the Engineer to the Contractor may be used only in connection with the prosecution of the Work and shall be returned by the Contractor upon completion of the Work.

ARTICLE 44 - CLEANING UP.

44.1 The Contractor at all times shall keep the site of the Work free from rubbish and debris caused by his operations under the Contract. When the Work has been completed, the Contractor shall remove from the site of the Work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the Work and the site clean and ready for use.

ARTICLE 45 - LEGAL ADDRESS OF CONTRACTOR.

45.1 The Contractor's business address and his office at or near the site of the Work are both hereby designated as places to which communications shall be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor's business address in a post office box regularly maintained by the Post Office Department or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first-named address may be charged at any time by an instrument in writing, executed and acknowledged by the Contractor delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

ARTICLE 46 - HEADINGS.

46.1 The headings or titles of any section, subsection, paragraph, provision, or part of the Contract Documents shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

ARTICLE 47 - MODIFICATION OR TERMINATION.

47.1 Except as otherwise expressly provided herein, the Contract may not be modified or terminated except in writing signed by the parties hereto.

ARTICLE 48 - REMEDIES AND ARBITRATION.

48.1 The Contractor's attention is directed to the fact that this Contract is subject to the Public Works Arbitration Act of R.I. General Laws Section 37-16-1 et., seq.

- A. Unless otherwise provided in this agreement, all claims, counterclaims, disputes and other matters in question between the Authority and the Contractor arising out of, or relating to, this Agreement or in performance interpretation or breach of it will be decided by arbitration at the election of either party, or in a court of competent jurisdiction within the State in which the Authority is located.
- B. Any dispute to be arbitrated shall be done so in accordance with the Construction Industry Arbitration Rules and Regulations of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

- C. However, to the extent allowed by law, if neither party wishes to elect arbitration, and if both parties agree, such claim or controversy may be litigated in a court of competent jurisdiction, as provided in this Agreement. Furthermore, if either party elects to bring such claim or controversy to arbitration, it shall first notify the other party and allow that other party ten (10) calendar days (before filing) within which to have the claim mediated, and shall negotiate in good faith during any such mediation effort.
- D. In addition, the method of the appointment of an arbitrator shall vary from the method set forth in Article 13 (Appointment form Panel) of the American Arbitration Association (AAA) Construction Industry Arbitration Rules only so far as that: the AAA shall submit a second, but no further, set of lists should the parties fail to agree upon any of the persons names, or if acceptable arbitrators are unable to act, or if for any other reason the appointment cannot be made from the original submitted lists. If for any reason an appointment cannot be made from the second set of lists, the AAA shall have the power to make the appointment from other members of the Panel without the submission of any additional lists.

ARTICLE 49 - RIGHTS-OF-WAY and SUSPENSION OF WORK

- 49.1** Land and rights-of-way for the purposes of this Contract will be furnished by the Owner. The Owner will use due diligence in acquiring said land and rights-of-way as speedily as possible. However, it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired.
- 49.2** No claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution, either before or after the commencement by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled either to make or assert claim for damage by reason of said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay; such determination to be set forth in writing.

INSURANCE CERTIFICATE

SHEET 1 OF 2

Issued to

The City of Warwick, Rhode Island

This is to certify that this Company, _____,
(Name of Insurance Company) has enforced the following policies covering all work and operations
of _____

(Name of Contractor), as the designated Contractor under a Contract with the City of Warwick, Rhode
Island, as the designated Owner, dated _____,
said Contract entitled CONTRACT NO. 100, NaOH Tank Replacement and Containment.

POLICY NUMBER

EFFECTIVE AND

KINDS OF INSURANCE

LIMITS

EXPIRATION DATE

Worker's Compensation
and Employers Liability and
Harbor Workers Coverage *

Number: _____
Effective: _____
Expires: _____

Public Liability including
Contractor's Protective
Personal Injury, Completed
Operations, and Contractual
Liability**

Bodily \$_____ each occurrence
Injury
\$_____ aggregate

Number: _____
Effective: _____
Expires: _____

Property
Damage \$_____ each occurrence
including
C.U.
Coverage***\$_____ aggregate

***Note:
Explosion Collapse
and underground coverage
is provided

Personal
Injury \$_____ aggregate

* Longshoremen's and Harbor Workers' Coverage may be deleted if not required by contract.

** Contractual Liability covers the liability assumed by the Contractor under the subsection entitled "Obligations and Liability of Contractor" of the agreement, as required by subsection entitled "Insurance" of the agreement.

*** Blasting coverage is not required.

INSURANCE CERTIFICATE

SHEET 2 OF 2

Issued to

The City of Warwick, Rhode Island

Contract Reference: City of Warwick, Rhode Island,
CONTRACT 104, Storage Building

POLICY NUMBER

EFFECTIVE AND

KINDS OF INSURANCE

LIMITS

EXPIRATION DATE

Automobile Liability
including Coverage for Injury
hired or borrowed vehicles

Bodily \$_____ each person
_____ each occurrence

Number: _____
Effective: _____
Expires: _____

Property
Damage \$_____ each occurrence

Owner's Protective Liability
and Property Damage

Bodily \$ _____ each occurrence
Injury
\$ _____ aggregate

Number: _____
Effective: _____

Property\$ _____ each occurrence
Damage\$ _____ aggregate

Note: A copy of the Owner's Protective Policy for the City is to be furnished with the completed certificates.

It is agreed that ten (10) days' notice of cancellation or restrictive amendment of said policies shall be mailed to the Authority.

INSURANCE COMPANY

INSURANCE AGENCY

By: _____
AUTHORIZED AGENT OR OFFICER

DATE: _____

SECTION 00800

SUPPLEMENTAL CONDITIONS

ARTICLE 1 – WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS

- 1.1 The Work, during its progress and at its completion, shall conform to: the Contract Documents and to the directions given by the Owner from time to time, subject to such modifications or additions as it shall determine to be necessary during the execution of the Work; and in no case will any Work be paid for in excess of such requirements.

ARTICLE 2 – CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

- 2.1 The Contractor will be required to check all dimensions and quantities shown in the Contract Documents or schedules given to him by the Owner, and shall notify the Engineer and the Owner of all errors therein which it may discover by examining and checking the same. The Contractor shall not take advantage of any error or omission in the Contract Documents. The Owner will furnish all instructions should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 3 – HURRICANE PROTECTION

- 3.1 Should hurricane warnings be issued, the Contractor shall take every practicable precaution to minimize danger to persons, to the Work, and to adjacent property. These precautions shall include enclosing all openings, removing all loose materials, tools and/or equipment from exposed locations; removing or securing all floating equipment and materials; and removing or securing scaffolding and other temporary work.

ARTICLE 4 – FIRST AID TO INJURED

- 4.1 The Contractor shall keep in its office on site ready for immediate use, all articles necessary for giving first aid to injured persons. It shall also make arrangements for the immediate removal and hospital treatment of any persons injured on the Project who may require the same.

ARTICLE 5 – CONFORMANCE WITH DIRECTIONS

- 5.1 The Engineer may make alterations in the lines, grade, plan, form dimensions or materials of the Work, or any part thereof, either before or after the commencement of construction by means of a Change Order. If such alterations diminish the quantity of work to be done, the deduction in the Contract Price will be determined by the Unit Price proposed by the Contractor, and the Contractor shall have no claim for damages or for anticipated profits on the Work that thus may be dispensed with. If the alterations increase the quantity, such increase shall be paid for at the stipulated Unit Price.

ARTICLE 6 -PROTECTION AGAINST HIGH WATER AND STORM

- 6.1 The Contractor shall take all precautions to prevent damage to the Work or equipment by high waters or by storms. The Engineer, with the approval of the Owner, may prohibit the carrying out of any Work at any time when in its judgment, high waters or storm conditions are unfavorable or not suitable, or at any time, regardless of the weather, when proper precautions are not being taken to safeguard previously constructed work or work in progress.
- 6.2 In case of damage caused by the failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or - rebuild such parts of the damaged Work, as the Owner may require, at no additional expense to the Owner.

ARTICLE 7 – COMPETENT HELP TO BE EMPLOYED

- 7.1 The Contractor shall employ experienced foremen, craftsmen and other workmen competent in the Work in which they are to be engaged. All Work shall be accomplished by able, skilled and competent personnel. If any person employed on the Work by the Contractor shall appear to be incompetent or unreliable in any way, he/she shall be discharged immediately upon the request of the Owner and shall not again be employed on the Work.

ARTICLE 8 – STREETS TO BE KEPT OPEN

- 8.1 The Contractor shall at all times keep the public streets, driveways in which it may be at work open for pedestrian and vehicular traffic. Under no circumstances shall traffic on this route be blocked, unless approved by the City of Warwick.

ARTICLE 9 – LIGHTS, BARRIERS, FENCES, WATCHMEN AND INDEMNITY

- 9.1 The Contractor shall put up and maintain such barriers, fences, lighting and warning lights, danger warning signals and signs as will prevent accidents during the construction work, and protect the Work and insure the safety of personnel and the public at all times and places; and the Contractor shall defend, indemnify and save harmless the Engineer, the Owner and its agents, in every respect from any injury or damage whatsoever caused by an act, omission or neglect of the Contractor or its agents, including any claims arising out of failure to erect and maintain sufficient railing or fencing. The fact that the Owner may retain control of the premises, or that it or its agent may take action to erect or maintain railings or fences, shall not relieve the Contractor's obligations hereunder.
- 9.2 The Contractor shall furnish, maintain and use all necessary safety devices and safe practices in prosecution of the Work and to adopt, follow and maintain such additional safety measures as in the opinion of the Engineer with the approval of the Owner are conducive to safe operation by the Contractor. The Owner shall have the right to order any or all work suspended where, in the Engineer's opinion, such work is not being carried on in a safe and proper manner, or where persons and property are not being properly protected or safeguarded and such work shall not be resumed until the Owner's requirements have been met and the Owner has directed that the Work be resumed. The Work required by the preceding paragraph shall be totally at the Contractor's expense.

- 9.3 In addition to the above, when and as necessary, or when required by the Engineer, with the approval of the Owner, the Contractor shall post signs and employ watchmen, flagmen, or police officers for the direction of traffic at the site and for excluding at all times unauthorized persons from the Work, for which the Contractor will not be paid additional compensation.

ARTICLE 10 – WORK OUTSIDE REGULAR HOURS

- 10.1 The Contractor will be permitted to work Monday through Friday 7:00 A.M. through 5:30 P.M., Monday through Friday. Work on weekends or holidays, and extended weekday hours will be permitted without the approval of the Owner and the City of Warwick. The lighting, safety, and other facilities which are deemed necessary by the Owner for performing such night work shall be provided by the Contractor. For night work, work on Saturdays and Sundays or legal holidays, the Contractor will receive no extra payment, but compensation shall be considered as having been included in the prices stipulated for appropriate items of Work as listed in the Proposal.

ARTICLE 11 – WORK IN COLD AND INCLEMENT WEATHER

- 11.1 The Owner will determine when site conditions are unfavorable for work, and may order the Work or any portion of it suspended whenever, in its opinion, the conditions are not such as will insure first class work. In general, work shall be prosecuted throughout the Contract period; and the Contractor will be expected to keep going, and employ labor, as continuously as possible.
- 11.2 All methods and materials used in the performance and for the protection of the Work in cold and inclement weather, shall be subject to the approval of OWNER. CONTRACTOR shall take necessary precautions for protecting the Work from damage. The materials necessary to comply with the above requirements shall be considered to be included in the prices stipulated for the appropriate items of work, as listed in the Bid.
- 11.3 Should OWNER stop the Work due to unfavorable conditions at the site, an appropriate adjustment in the Contract Time will be made. No adjustment in Contract Price will be made as a result of any temporary suspension of the Work due to unfavorable weather conditions at the site.

ARTICLE 12 – BLASTING AND EXPLOSIVES

- 12.1 All rock excavation requiring blasting must be performed with the consent of the Owner, City of Warwick, utility companies present in the area of the Work, and the State Fire Marshall.

ARTICLE 13 – TUNNELING NOT PERMITTED

- 13.1 Tunneling will not be permitted without the consent of the Owner and the City of Warwick.

ARTICLE 14 – RESERVED MATERIALS

- 14.1 Materials found in the Work site suitable for any special use shall be reserved for that purpose. Where specifically permitted by the Owner, the Contractor may use in the various parts of the Work, without charge therefore, any materials taken from the excavation.

ARTICLE 15 – LENGTH OF TRENCH TO BE OPENED, MAINTAINING PREMISES FREE FROM OBSTRUCTIONS, CROSSOVERS, DIRECTIONAL SIGNS AND LIGHTS

- 15.1 The length of trench opened at any time, from the point where ground is being broken to completed backfill, and also the amount of space in streets or public and private lands occupied by equipment, trench, and supplies, shall not exceed the length or space considered reasonably necessary and expedient by the Engineer. As to the length of open trench or spaces for equipment, materials, supplies and other necessities, the Engineer will consider: the nature of the lands or streets where work is being done; types and methods of construction and equipment being used; inconvenience to the public or to private parties; possible dangers; and other proper matters. All work must be constructed with a minimum of inconvenience and danger to the public and all other parties concerned.
- 15.2 Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on private property, the Contractor shall take such means as may be necessary to maintain pedestrian and vehicular traffic and access. Until such times as the Work may have attained sufficient strength to support backfill, or if for any other reason, it is not expedient to backfill the trench immediately, the Contractor shall construct and maintain suitable plank crossings and bridges to carry essential traffic in or to the street, driveway or property in question, as specified or directed.
- 15.3 Suitable signs, lights, and such items required by police authorities to direct traffic, shall be furnished and maintained by the Contractor.
- 15.4 The Contractor must keep streets and premises free from unnecessary obstructions, debris, and all other materials. The Engineer may, at any time, order all equipment, materials, surplus from excavations, debris and all other materials lying outside that length of working space, promptly removed. Should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Owner may cause any part or all of such materials to be removed by such persons as it may employ, at the Contractor's expense, and may deduct the costs thereof from payments which may be, or may become, due to the Contractor under the Agreement. In special cases, where public safety urgently demands it, the Owner may cause such materials to be removed without prior notice, at the Contractor's expense.

ARTICLE 16 – EXISTING UTILITIES OR CONNECTIONS

- 16.1 The location of existing underground pipes, conduits, and structures, as shown, has been collected from the best available sources. The Owner, together with its agents, does not guarantee the completeness of the data and information showing underground pipes, conduits, structures and such other parts, nor their locations as indicated. The Contractor shall assume that there are existing water connections to each and every building enroute, whether they appear on the Drawings or not. Any expense and/or delay occasioned by utilities and structures, or damage thereto, including those items not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.
- 16.2 Before proceeding with construction operations, the Contractor shall notify the State of Rhode Island Utilities Underground Plant Damage Prevention Systems (DIG SAFE at 811 or 1-888-344-7233), and shall make such supplemental investigations, including exploratory excavations, by hand digging, as it deems necessary to uncover and determine the exact locations of utilities and structures, and it shall have no claims for damages due to encountering subsurface structures or utilities in locations other than shown on the Drawings, or which are made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to the existing utilities and structures.

ARTICLE 17 – INTERFERENCE WITH EXISTING UTILITIES AND STRUCTURES

- 17.1 Whenever it may be necessary to cross or interfere with existing culverts, drains, sewers, water pipes, overhead lines or fixtures, guardrails, fences, gas pipes or fixtures, or other structures and service connections needing special care, due notice shall be given to the Engineer and any affected utility or authority, and the Work shall be done according to the utility or authority's directions. Whenever required, all objects shall be strengthened to meet any additional stress that the Work herein specified may impose upon them, and any damage caused shall be thoroughly repaired. The entire Work shall be the responsibility of the Contractor, and the Work shall be performed at no additional expense to the Owner.
- 17.2 The Contractor shall be responsible for all broken mains or utilities encountered during the progress of the Work, and shall cause to be repaired and be responsible for correcting all damages to existing utilities and structures at no additional expense to the Owner. The Contractor shall contact the proper utility or authority to correct or make any changes due to utility or other obstructions during the Work, but the entire responsibility and expense shall be with the Contractor.
- 17.3 All damaged items of Work, or items required to be removed and replaced due to construction, shall be replaced or repaired by the Contractor to the complete satisfaction of the property owners, and/or the Engineer and the Owner, at no additional expense to the Owner.

ARTICLE 18 – RECORD DRAWINGS

- 18.1 The Contractor will be furnished with a complete set of prints of all Contract Drawings, which shall be used exclusively for incorporating thereon, the as-built record of all Contract Work as the construction progresses. The Contractor will be required to furnish, at no additional expense to WSA, the services of a Rhode Island registered surveyor and/or engineer under whose direction shall be obtained and recorded all surveys, measurements and such other data required for the determination of the as-built records of the construction of all Contract Work.
- 18.2 The complete set of prints shall be maintained at the site at all times, and the Contractor shall be responsible for having clearly, neatly, accurately and promptly recorded thereon, as the Work is performed, the as-built record of the Contract Work. Principal dimensions, elevations, and other data as required shall be recorded on all Work.
- 18.3 At the completion of the Project, the entire set of prints shall be submitted to the Engineer for final inspection and comment; the Contractor shall correct, amplify and do all other work as may be required by the Engineer to complete the as-built drawings in a manner satisfactory of WSA. As-built drawings shall be provided by the Contractor to the Owner not later than forty-five (45) Days after the deadline for completion of Work as delineated in Section 00300 - Price Bid Form and Section 00500 - Agreement. As-built drawings shall also be provided to the Engineer in digital file format.

ARTICLE 19 – MATERIALS

- 19.1 All materials furnished and used in the complete Work, shall be new, of best quality workmanship and design, and recognized as standard in good construction practices. Whenever a specification number of reference is given, the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform with those standards adopted by the Owner. Preference in manufacture shall be given to adopted standards, and the Contractor shall further familiarize itself with the requirements of OWNER when the occasion or choice of materials or supplies so demands.

ARTICLE 20 – DEFECTIVE MATERIALS, INSPECTION AND TESTING OF MATERIALS FURNISHED, SAMPLES AND ORDERING LISTS

- 20.1 No materials shall be laid or used which are known or may be found to be in any way Defective or unfit. Notice shall be given to the Owner and the Engineer of any Defective or imperfect material. Defective or unfit material found to have been laid, shall be removed and replaced by the Contractor with sound and unobjectionable materials, without additional expense to the Owner.
- 20.2 All materials furnished by the Contractor are subject to thorough inspections and tests by the Owner and the Engineer.
- 20.3 The Contractor shall submit samples, as required by the Engineer, of the various materials used on the Project for testing purposes.
- 20.4 All ordering lists shall be submitted by the Contractor to the Owner and Engineer for approval, and shall be approved before the ordering of materials.

ARTICLE 21 – SANITARY REGULATIONS

- 21.1 Adequate sanitary conveniences for use by workmen on the premises, properly secluded from public observation, shall be provided and maintained by the Contractor in accordance with the requirements of local and State Health authorities. Under no circumstances shall sanitary wastes be allowed to flow on the surface of the ground or be discharged directly or indirectly into any body of water.
- 21.2 The Contractor shall rigorously prohibit the committing of nuisances upon the lanes or rights-of-way of the Owner, about the Work or upon adjacent public or private property.
- 21.3 The cost of the sanitary conveniences and maintaining same will not be paid for separately, but compensation will be considered to be included in the prices stipulated for the appropriate items of work as listed in the Bid.

ARTICLE 22 – SPIRITUOUS LIQUORS

- 22.1 Under the work embraced in this Contract, the Contractor shall neither permit, nor suffer the introduction or use of, spirituous liquors, or controlled substances of any kind or description, unless the use of same is ordered by a physician, and the use will not jeopardize the safety of personnel, property or equipment.

ARTICLE 23 – FINISHING AND CLEANING UP

- 23.1 The Contractor shall replace all surface material to the satisfaction of the Owner, and shall then immediately remove surplus materials, and all tools and other property, leaving the site free and

clean and in good order, at no additional expense to the Owner. The removal of materials shall follow closely upon the completion of the Work. The Contractor shall exercise special care in keeping right-of-way and private and public lands upon which the Work is to be performed, clean and free of debris at all times, and to remove tools and other property belonging to the Contractor when they are not being used. Before the Work will be considered complete, the Contractor shall thoroughly clean all structures and their appurtenances.

ARTICLE 24 – CLEAN-UP AT CONTRACTOR'S EXPENSE

24.1 In case the Contractor shall fail or neglect to promptly remove all surplus materials, tools and other incidentals, OWNER may, after 24 hours' notice, cause the work to be done, and the cost thereof shall be deducted from any monies then or thereafter due to the Contractor.

ARTICLE 25 – RIGHTS OF ACCESS

25.1 Nothing herein contained or provided in the Contract Documents shall be construed as giving the Contractor exclusive occupancy of the Work areas involved. The Owner or any other the Contractor employed by it, the various utility companies, contractors or subcontractors employed by federal, state or local governmental agencies, or other utility firms or agencies involved in the general Project or upon public rights-of-way, may enter upon, or cross the area of Work, or occupy portions of it, as directed or permitted. When the territory of one contract is the convenient means of access to the other, each contractor shall arrange its work in such manner as to permit such access to the other, and prevent unnecessary delay to the Work as a whole.

ARTICLE 26 – LOADING

26.1 No part of the structures involved in this Contract shall be loaded during construction with a load greater than that it can carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible under its Contract and Bond.

ARTICLE 27 – CONTRACTOR TO LAY OUT HIS/HER OWN WORK

27.1 The Owner will establish such general reference points as in its judgment will enable the Contractor to proceed with the Work. The Contractor, at its own expense, shall provide all materials and equipment and such qualified helpers as the Owner may require for setting the general reference points, and shall protect and preserve all stakes, benches and other markers used to identify the reference points. The Contractor shall lay out all the Contract Work from the above, and shall be responsible for the accuracy of all lines, grades and measurements. The Contractor will be required to employ, at no additional expense to the Owner, a Rhode Island Registered Land Surveyor or Registered Professional Engineer who shall perform all layout work for the construction of this Contract Work, including all lines, grades and measurements.

27.2 The Contractor shall engage a Land Surveyor or Professional Engineer licensed in the State of Rhode Island, to perform those services specified within. At a minimum, a licensed surveyor will be required to furnish all surveys, measurements, and other data used to compute quantities and prepare final as-built drawings as specified in the Contract Documents.

27.3 Survey Procedures: Before proceeding with the layout of actual work, verify the established control information shown on the Drawings. As the Work proceeds, locate and place all cut, range, line, final grade, or other stakes and points, as may be directed by the Engineer for the proper progress of the Work. Maintain a surveyor's log or record book of such checks; make this log or record book available for the Engineer's reference. Record deviations from required lines and levels, and advise the Engineer promptly upon detection of deviations that exceed indicated or recognized tolerances. Record deviations which are accepted, and not corrected, on as-built drawings.

27.4 The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor and have the Contractor make any necessary corrections to the Work immediately. Such checking by the Engineer will not relieve the Contractor of any responsibility for the accuracy or completeness of his/her work.

ARTICLE 28 – COMPLETENESS OF WORK

28.1 In addition to the specified or described portions, all other work, materials, equipment, and labor of whatever description which are necessary or required to complete the Work or carry out the full intent of the Contract Documents, as interpreted by the Owner, shall be provided by the Contractor. Payment therefore, shall be considered as having been included in the prices stipulated for the appropriate items of Work as listed in the Bid.

ARTICLE 29 – CLEANING FINISHED WORK

29.1 After the Work is completed, the site shall be carefully cleaned and left in first class condition, and ready for use by the Owner. All temporary or excess material shall be disposed of to the satisfaction of the Engineer and the Owner.

ARTICLE 30 – DUST CONTROL

30.1 The Contractor shall exercise every precaution and means to prevent and control dust arising out of his/her construction operations from becoming a nuisance to abutting property owners or surrounding neighborhoods. Continuous dust control using water shall be provided for all earth stockpiles, and surfaces of refilled trenches. No extra payment will be made for providing the control measures and conforming to the requirements specified above, but compensation therefor, shall be considered to be included in the prices stipulated for the appropriate items of work.

ARTICLE 31 – CARE OF THE WORK

31.1 The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of the Work, and it shall be responsible for the proper care and protection of all materials delivered, and work performed, until completion and final acceptance, whether or not the same has been covered by partial payments made by the Owner.

ARTICLE 32 – WORK BY OTHERS

32.1 The Owner reserves the right to do any other work which may connect with, become a part of, or be adjacent to, the Work embraced by the Agreement, at any time, by contract or otherwise. The Contractor shall not interfere with or obstruct in any way the work of such other persons as the Owner may employ, and shall execute its own work in such a manner as to aid in the executing of work by others, as may be required.

ARTICLE 33 – FIRE PREVENTION AND PROTECTION

33.1 Federal laws (including but not limited to Occupational Safety and Health Act) and all state and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection, shall be strictly adhered to, and all Work and facilities necessary therefore, shall be provided and maintained by the Contractor in an approved manner.

33.2 All fire protection equipment, such as water tanks, hoses, pumps, extinguisher and other materials and apparatus, shall be provided for the protection of the Contract Work.

33.3 Open fires will not be permitted.

ARTICLE 34 – NOT USED

ARTICLE 35 – DAILY REPORTS

35.1 The Contractor shall submit to the Engineer and/or Owner, on an approved form, daily activity reports for the duration of the Project. The reports shall indicate: all personnel currently employed on the Work, including each trade and every Subcontractor; all equipment and whether such equipment was idle for the particular Day; a general description of all work accomplished; and any authorized extra work (time and materials reports shall be submitted on separate forms).

ARTICLE 36 – CERTIFICATES OF CONFORMANCE

36.1 In addition to other requirements specified herein, the Contractor shall furnish to the Owner, in the manner as directed, notarized certificates of conformance for all materials to be furnished under this Contract. The notarized certificates of conformance shall state that the materials to be furnished under this Contract meet the requirements of the Contract Documents. When directed, each shipment of materials shall be accompanied by the manufacturer's notarized certificates of conformance, certifying that the materials meet the requirements or Specifications. Unless otherwise specifically stated, all testing of materials shall be provided by the Contractor at no additional expense to the Owner.

ARTICLE 37 – TEMPORARY POWER AND LIGHT

37.1 The Contractor shall provide, where required and at no additional cost to the Owner, an electrical distribution system with sufficient circuits and receptacle outlets suitable for temporary power and lights during construction. The Contractor shall maintain the services until completion of the Project, at which time it shall remove the same.

37.2 The Contractor shall provide all temporary wiring, extension cords, lighting, appurtenances and accessories for lights or power tools required in addition to outlets mentioned above. All equipment shall be in good condition and shall be of sufficient quality to meet all applicable codes and regulations.

- 37.3 The cost of electrical energy used for temporary power and lighting shall be borne by the Contractor, which shall make all necessary applications and arrangements and pay all fees and charges necessary for the proper completion of the Work.

ARTICLE 38 – ARCHAEOLOGICAL FINDS

- 38.1 During the life of this Contract, the Contractor is herewith required to immediately notify the following organizations in the event that any articles, such as "charcoal," "bone," "shell," "cultural objects," "fired-cracked stones," or "stone flaking materials," or any other such related items of historical significance are discovered:
- A. OWNER.
 - B. ENGINEER.
 - C. Local Historical Society.
 - D. Rhode Island Historical Preservation Society.

ARTICLE 39 – CONSTRUCTION SCHEDULE

- 39.1 The requirements of Section 00700 – General Conditions hereby supplemented as follows:
- A. The construction schedule shall be based on the specified Contract Time, using adequate labor forces working extended hours, only as specified in the Contract Documents.
 - B. The construction schedule shall show the order of work including all significant tasks.
 - C. The construction schedule shall be submitted for the Owner's approval within 10 days after receipt of the Notice to Proceed and updated as required by the Engineer.

ARTICLE 40 – TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS

- 40.1 If the Contractor refuses or fails to prosecute the Work (other than for those reasons enumerated in Section 00700 - General Conditions) or any separable part thereof, with such diligence as will insure (in the Owner's belief) its completion within the time frame specified in the Agreement, or any extensions thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been a delay. Such termination shall be treated as a termination for default as described in Section 00700 - General Conditions. Additionally, in the event that the Owner takes over the Work and prosecutes the same to completion, by contract or otherwise, it may take possession of and utilize in completing the Work such materials, appliances and plant as may be on the site of Work and necessary therefor. Whether or not the Contractor's right to proceed with the Work has been terminated, it and its Sureties shall be liable for any damage to the Owner resulting from the Contractor's refusal or failure to complete the Work within the Contract Time.
- 40.2 If the Owner terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages for the period from the completion date provided in the Agreement until such reasonable time as is required for final completion of the Work, together with any increased costs occasioned by having the Owner complete the Work.
- 40.3 If the Owner does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages for the period until the Work is completed or accepted.
- 40.4 If, after a notice of termination of the Contractor's right to proceed under the provisions of this clause is provided, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the delay was excusable under the provisions of this Article, the

rights and obligations of the parties shall be the same as if the notice of termination had been issued for the convenience of the Owner, as otherwise provided herein.

- 40.5 The rights and remedies of the Owner provided in this Article are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 41 – CONTRACTOR QUALITY CONTROL

- 1.1 The Contractor shall provide and maintain an effective quality control program.
- 1.1.1 The Contractor shall establish a quality control system to perform sufficient inspection and tests of all items of work, including that of any Subcontractors, to ensure conformance to the Contract Documents with respect to the materials, workmanship, construction, finish, functional performance and identification.
- 1.1.2 The Contractor's quality control system shall be the means by which he/she assures himself/herself that his/her construction complies with the requirements of the Contract Documents. The controls shall be adequate to cover all construction operations and should be keyed to the proposed construction sequence.
- 1.1.3 The Contractor's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance, special technicians, or testing facilities to provide capability for the controls required by the technical provisions of the Specifications.
- 1.1.4 The Contractor shall furnish to the Engineer within fourteen (14) Days after receipt of the Notice to Proceed a quality control plan which shall include the procedures, instructions, and reports to be used. This document shall include as a minimum:
- A. The quality control organization.
 - B. Number and qualifications of personnel to be used for this purpose.
 - C. Authority and responsibilities of quality control personnel.
 - D. Methods of quality control including that for the Subcontractor's work.
 - E. Method of documenting quality control operations, inspection, and testing.
 - F. Safety inspection procedures.
 - G. A copy of a letter of direction to the Contractor's representative responsible for quality control, outlining his/her duties and responsibilities, and signed by a responsible officer of the firm.
- 1.1.5 After the Contract is awarded and before construction operations are started, the Contractor shall meet with the Engineer and discuss quality control requirements. The meeting shall develop mutual understanding relative to details of the system, including the forms to be used for recording the quality control operations, inspections, administration of the system, and the interrelationship of the Contractor, Owner and the Engineer.
- 1.1.6 Unless specifically authorized by the Owner, no construction will be started until the Contractor's quality control plan is approved in writing.
- 1.1.7 Failure of the Contractor to comply with the requirements of this paragraph shall be grounds for determination by the Engineer that the Contractor is not prosecuting the Work as required by the Specifications. Approval or progress payment estimates will be withheld until such time as the Contractor complies with the provisions of this paragraph, and an amount will be deducted from the Contract Price equal to the value of the services not furnished.

END OF SECTION

SECTION 00810

SPECIAL CONDITIONS

The Contractor is alerted to the following special conditions and requirements of the Contract Work. Additional conditions and requirements are presented in the Contract Documents:

1. It shall be the responsibility of the Contractor to inspect, as needed, the site prior to submitting a Bid for this project. Failure of Contractor to visually inspect the Project site, or conduct such testing as it may deem necessary prior to submitting its Bid, shall not relieve the Contractor of completing the Project in accordance with the Contract Documents at the cost figures submitted by the Contractor.
2. The Contractor shall limit its activities on-site to the approximate limits of construction as shown on the plans, except where activities outside of the limits are expressly authorized in the Contract Documents.
3. It is the responsibility of the Contractor to confirm that all required local and state permits have been secured. It is the Contractor responsibility to secure and pay for all outstanding permits.
4. All work performed under this contract is subject to, and governed by, the Warwick Sewer Authority (WSA), The United States Environmental Protection Agency (U.S. EPA), the Rhode Island Department of Environmental Management (RIDEM), Rhode Island Department of Transportation (RIDOT), the Rhode Island Department of Environmental Management (RIDEM), Rhode Island Coastal Resource Management Council (RICRMC) and the City of Warwick. The Contractor shall conform to RIDEM regulations on behalf of the WSA, and take all required action to protect and assure WSA compliance with applicable regulations.
5. Reference is made to the Rhode Island Department of Transportation “Standard Specifications for Road and Bridge Construction” throughout the specifications. All references to measurement and payment are excluded from this contract. Also, the provisions of Part 100-General Requirements and Covenants are not to be considered a part of this contract.
6. The Contractor bidding this project is made aware that the actual conditions at the time of construction may somewhat vary from that presented in the Contract Documents.
7. The Contractor shall make best effort to coordinate work under this contract with other ongoing site activities including those projects described in Section 00120 – Information for Bidders.
8. **Health and Safety Plan.** A Health and Safety Plan shall be prepared by the Contractor. The Contractor shall meet all applicable State and OSHA Health and Safety regulations required for this project. The Contractor shall visit site to verify existing conditions prior to bidding this project.
9. **Datum of Levels.** All of elevations shown on the Plans are referred to NAVD 88. Benchmarks are provided on construction drawings.
10. **Subsurface Borings.** Subsurface boring were not performed for this project.

11. **Site Inspection.** The Contractor shall allow the Authority or its agent, and other contractors and public service corporations, or their agents, to enter upon the work for the purpose of inspecting ongoing work, constructing, maintaining, repairing, removing, altering, or replacing such pipes, sewers, conduits, manholes, wires, poles, or other structures as may be required or permitted at, or on, the work by the Engineer. The Contractor shall cooperate with all aforesaid parties and shall allow reasonable facilities for the prosecution of any other work of the City, or of public service corporations, to be done in connection with this work. Care shall be taken at all times to inconvenience abutters as little as possible.
12. **Traffic Control.** The Contractor shall conduct his work so as to interfere with traffic as little as possible, and shall safeguard all highways and traffic thereon. The construction equipment and materials shall be so placed as not to endanger the work or to obstruct traffic, except as permitted by the Engineer. Safe and reasonable means of ingress to and egress from abutting property, private ways and alleys shall be provided for the usual and ordinary traffic in and out of all such premises by the Contractor at his own expense and as directed by the Engineer. The use of private property shall not be interfered with, except in so far as necessary, and as determined by the Engineer, provided that practical construction methods are being used and reasonable precautions against unnecessary interference are being taken. Every reasonable effort shall be made to reduce to a minimum interference with and inconvenience to business concerns on account of the construction work. Excavated material shall be trucked away and returned if the Engineer deems it necessary and practicable as a means for avoiding serious interference with and inconvenience to a business concern, traffic operations or private residences. It is the intent of this Contract to maintain through traffic along local streets and state highways wherever possible. If, in certain instances, it is necessary that certain streets must be of necessity closed to through traffic, such closing must be worked out in advance with the Engineer. This is necessary to allow the Engineer ample time to consult with local departments having jurisdiction over or the need to travel through these roads. During non-working hours, the Contractor will be required to maintain a minimum of two 10-foot travel lanes, one in each direction, with proper traffic control including barricades, drums, traffic cones, signing, etc. The Contractor shall coordinate, as necessary, all traffic control with the Warwick Department of Public Works.
13. **Traffic Police.** The Contractor shall furnish traffic police if and when required by the Chief of Police or the Engineer. Traffic police shall be assigned to the project by the Warwick Police Department. The duty of traffic police shall be solely to direct traffic. Payment for Traffic Police shall be paid directly by the Warwick Sewer Authority (WSA). The Warwick Police Department shall invoice the WSA directly without charge to the Contractor. The Engineer shall review all related police invoices for approval.
14. **Erection of Shanties.** Shanties or other structures for housing or storage of materials, or storage of materials, or of an office, shall be built only if permission in writing is given by the Engineer, and will then be permitted only at such places as the Engineer shall approve. The sanitary conditions on the grounds in or about such shanties or other structures must at all times be maintained in a manner satisfactory to the Engineer.
15. **Project Identification Signs and Details.** The Contractor shall provide, erect, and maintain in good condition two (2) project identification signs at locations on the project site designated by the Authority. The signs shall be erected within twenty-one (21) days after the construction Contract is awarded and, in any event, prior to the start of construction operations. The design and construction standards of both signs are presented on the pages following these Special Conditions. The cost of providing the signs shall not be paid for separately but shall be included in the lump sum price for Item No. 1, Site Preparation, in the Schedule of Prices.

16. **Price Adjustment – Liquid Asphalt and Diesel Fuel.** The intent of this provision is to insure adequate and fair compensation for unpredictable and fluctuating costs which, from time to time, occur in the prices of Liquid Asphalt and Diesel Fuel. The price adjustment provisions are made part of the Contract to assure more realistic bidding and encourage competition. The base price is the unit price of the material (FOB Terminal), as determined by the WSA through the RIDOT, just prior to the project bid date. The period price is the unit price of the material (FOB Terminal), as determined by the WSA through the RIDOT, for any one-month period following the bid date during which the price varies from the base price. Price adjustment will be determined by the difference between the Period Price and the Base Price. Price adjustments will only be made at the end of each month during which; a), work was accomplished on the project; and b), prices increase by 15% or more. Price adjustments will not be allowed beyond the completion date of the Contract or an approved extension thereof.

- Liquid Asphalt Cement. The asphalt content will be the optimum amount used in every ton of bituminous concrete mixture, as determined by the RIDOT Standard Specifications. The Price Adjustment will be determined by multiplying the total weight of liquid asphalt, in tons, by the difference between the base price and period price.
- Diesel Fuel. The fuel for operating the plant, and for hauling and placing bituminous concrete, will equal the total number of tons of bituminous concrete placed during the month in question times a fuel adjustment factor of 2.5 gallons of fuel per ton of bituminous concrete. Tonnage of bituminous concrete placed during the month in question will equal the sum of the weights indicated on the Daily Automated Recordation printout slips provided at the plant. The price adjustment will be determined by multiplying the total volume of fuel, in gallons, by the difference between the base price and the period price.
- No price adjustment will be made for liquid asphalt or diesel fuel unless the amount of the adjustment exceeds \$500.00 and deviates more than 15% from the bid price for the month.

END OF SECTION

SECTION 00870

CONSTRUCTION MANAGEMENT FORMS

PART 1 - CONSTRUCTION MANAGEMENT FORMS

1.1 DESCRIPTION

The following forms shall be utilized during the duration of the Work as required to meet procedures as established in the Contract Documents. Forms should be completed to fulfill the requirements of the Contract as stated herein and submitted in a timely fashion so as to allow sufficient time for required action to be completed without unnecessary delays in the Work.

1.2 Forms included in this Section

- A. CERTIFICATE OF SUBSTANTIAL COMPLETION
- B. WAIVER OF LIENS - PRIME CONTRACTOR/SUBCONTRACTOR
- C. CERTIFICATE OF FINAL PAYMENT AND COMPLETION OF WORK
- D. APPLICATION FOR PAYMENT FORM
- E. CHANGE ORDER FORM

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

(Forms attached)

CERTIFICATE OF SUBSTANTIAL COMPLETION

OWNER'S Project No. _____ ENGINEER'S Project No. _____

Project: _____

CONTRACTOR: _____

Contract for: _____ Contract Date: _____

This certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

To: Warwick Sewer Authority

And To: _____
(CONTRACTOR)

The Work to which this Certificate applies has been inspected by authorized representatives of the Owner, Contractor, and Engineer, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

Date of Substantial Completion

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of the Contractor to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by the Contractor within _____ days of the above date of Substantial Completion.

The responsibilities between the Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This Certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of the Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer on _____, 20__

(ENGINEER)

By: _____

Contractor accepts this Certificate of Substantial Completion on _____, 20__

(CONTRACTOR)

By: _____

Owner accepts this Certificate of Substantial Completion on _____, 20__

(OWNER)

By: _____

WAIVER OF LIENS
PRIME CONTRACTOR

Project: _____

OWNER: _____

Contract No.: _____ Contract Date: _____

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge, in full, all obligations of the undersigned incurred in connection with work covered by prior Estimates for Partial Payment under said contract, being Estimates number 1 through _____ inclusive; and (2) all labor, materials and equipment incorporated in said Project or otherwise listed in or covered by these Estimates for Partial Payment are free and clear of all liens claims, security interests and encumbrances, except those listed below by obligee, nature and amount of obligation and covered by appropriate bond or bonds, as listed beside each obligation and attached to and made a part of this certification.

Obligation

Bond

Dated: _____

(CONTRACTOR)

(Name)

(Title)

COUNTY OF _____

STATE OF _____

Before me on this _____ day of _____ personally appeared _____ known to me, who being duly sworn, did depose and save that he/she is the _____ of the Contractor above mentioned;
(Officer)

that he/she executed the above statement on behalf of said Contractor and that all of the statements contained therein are true, correct and complete.

NOTARY PUBLIC

**PARTIAL RELEASE AND WAIVER OF LIEN
SUBCONTRACTOR**

OWNER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

SUBCONTRACT NUMBER: _____

Requisition Number: _____

Requisition Date: _____

SUBCONTRACT AMOUNTS

– **payments to date:** _____

– **current payment:** _____

– **contract:** _____

– **check date:** _____

The undersigned represents that it has submitted to _____ (the “Contractor”) the requisition described above for labor performed and/or materials supplied in connection with the above-captioned Project. In consideration of payment of the requisition, the undersigned hereby releases the Contractor and the Owner from all claims of lien which the undersigned has regarding the Project as of the date of the requisition.

In order to induce the Contractor to pay the requisition, the undersigned hereby represents and warrants that it has paid, or will pay, from the proceeds of the requisition all sums due to those parties who have performed work or provided materials to the undersigned in connection with the Project, that it has made payment of all sums due to those parties who have performed work or who have provided materials to the undersigned in connection with all previous requisitions related to the Project, and that it will on request of the Contractor provide written evidence of the discharge by such parties of any claims of lien against the Project and that the total amount due to the Subcontractor under the subcontract, including all approved amendments through the date hereof, is shown above.

(Name of Subcontractor)

Witness

(Officer of the Company)

**CERTIFICATE OF FINAL PAYMENT
AND COMPLETION OF WORK**

Contract No.: _____ Agreement Date: _____

Contract Description: _____

Completion Date per Agreement and Change Orders: _____

FINAL CERTIFICATION OF CONTRACTOR

(Insert Name and Complete Address of CONTRACTOR)

agrees to accept \$ _____ (Dollar Amount) as full and final payment for all Work completed under this Contract dated _____ (Date) with the Warwick Sewer Authority.

I certify that all construction has been carried out in substantial compliance with the Contract Documents, and that all labor, equipment, materials and Subcontractors have been or will be paid in accordance with the requirements of the General Laws of the State of Rhode Island.

Date

CONTRACTOR

Signed by Officer of Corporation

Title

END OF SECTION

APPLICATION FOR PAYMENT NO. _____

To: _____ (OWNER)

From: _____ (CONTRACTOR)

Contract: _____

Project: _____

OWNER's Contract No. 104

ENGINEER's Project No. xxx

For Work accomplished through the date of:_____.

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -):	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Retainage (per Agreement):	
	_____ % of completed Work:	\$ _____
	_____ % of stored material:	\$ _____
	Total Retainage:	\$ _____
6.	Total completed and stored to date less retainage (4 minus 5):	\$ _____
7.	Less previous Application for Payments:	\$ _____
8.	DUE THIS APPLICATION (6 MINUS 7):	\$ _____

Accompanying Documentation:

CONTRACTOR’S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR’s legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated _____
CONTRACTOR

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____, _____

Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated _____
ENGINEER

APPLICATION FOR PAYMENT

INSTRUCTIONS

A. GENERAL INFORMATION

The sample form of Schedule of Values is intended as a guide only. Many projects require a more extensive form with space for numerous items, descriptions of Change Orders, identification of variable quantity adjustments, summary of materials and equipment stored at the site and other information. It is expected that a separate form will be developed by Engineer and Contractor at the time Contractor's Schedule of Values is finalized. Note also that the format for retainage must be changed if the Contract permits (or the law provides), and Contractor elects to deposit securities in lieu of retainage. Refer to the General Conditions for provisions concerning payments to Contractor.

B. COMPLETING THE FORM

The Schedule of Values, submitted and approved as provided in the General Conditions, should be reproduced as appropriate in the space indicated on the Application for Payment form. Note that the cost of materials and equipment is often listed separately from the cost of installation. Also, note that each Unit Price is deemed to include Contractor's overhead and profit.

All Change Orders affecting the Contract Price should be identified and included in the Schedule of Values as required for progress payments.

The form is suitable for use in the Final Application for Payment as well as for Progress Payments; however, the required accompanying documentation is usually more extensive for final payment. All accompanying documentation should be identified in the space provided on the form.

C. LEGAL REVIEW

All accompanying documentation of a legal nature, such as Lien waivers, should be reviewed by an attorney, and Engineer should so advise Owner.

Application No. _____ Date: _____

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	BID AMOUNT	PREVIOUS QUANTITY	PREVIOUS COST	PERIOD QUANTITY	PERIOD COST	QUANTITY TO DATE	TOTAL COST TO DATE	PERCENT COMPLETE
1				\$	\$		\$		\$		\$	
2												
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												

Note: Total Schedule of Values should equal the Current Contract Price.

CHANGE ORDER	Distribution To:	
	Owner	[]
	Engineer	[]
	Contractor	[]
	Consultant	[]
	Field	[]
	Other	[]

Owner:	Warwick Sewer Authority	Change Order Number:
Project:	Storage Building	Initiation Date:
To:		Owner's Contract Number:
		Contract Date:

You are directed to make the following changes in this Contract:
 Furnish and install all necessary labor and materials to modify the Contract Requirements as follows:

Not valid until signed by Owner. Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract sum or Contract Time.

The original (Contract Sum) was _____
 Net change by previously authorized Change Orders _____
 The (Contract Sum) prior to this Change Order was _____
 The (Contract Sum) will be (increased) (decreased) (unchanged) by this
 Change Order The new (Contract Sum) including this Change Order will be _____

The Contract Time will be (increased) (decreased) (unchanged) by (0) Calendar Days.
 The Date of Substantial Completion as of the date of this Change Order therefore _____.

Authorized:

	Warwick Sewer Authority	Gordon R. Archibald, Inc.
CONTRACTOR	OWNER	ENGINEER
By: _____	By: _____	By: _____
President	Executive Director	Project Manager
Date: _____	Date: _____	Date: _____

SECTION 00900

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING PREVAILING WAGE REQUIREMENTS

Reference (www.dlt.ri.gov/pw/)

DIVISION 01
GENERAL REQUIREMENTS

SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.01 PROJECT/WORK IDENTIFICATION

- A. General: The Project name issued by the Owner (Warwick Sewer Authority), is the “Contract 104, Storage Building”. The Contract Documents are dated January 2022.
- B. Contract Documents: Related requirements and conditions that have an impact on the Project and that are indicated in the Contract Documents include, but are not necessarily limited to, the following:
 - a. All related site work including excavation, pavement, site restoration.
- C. The Project involves construction of a prefabricated steel building at the Warwick Sewer Authority.
- D. Additional details of the construction are provided in this document as well as the Contract Drawings.
- E. There are several types of materials necessary for the construction of this project, which are included in the lump sum. The intent of the project is that required materials are supplied and placed by the Contractor as part of the respective lump sum bid item as indicated in Section 00300 – Bid Form and Section 01025 – Measurement and Payment.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

SECTION 01014

WORK SEQUENCE

PART 1 - GENERAL

1.1 VERIFICATION OF EXISTING UTILITIES PRIOR TO ANY WORK

1.2 SEQUENCE OF CONSTRUCTION

A. GENERAL:

1. The building construction shall be performed in a manner to minimize disruption.
2. The Contractor shall fully cooperate with the Owner, coordinate the construction schedule with the Owner and Engineer, and provide the labor, equipment and materials to prevent interruption of operation of the wastewater treatment facility. The Owner and Engineer reserve the right to modify or expand the schedule during construction to meet prevailing conditions.
3. In order that Work may be conducted with minimum inconvenience to the public and, work under this Contract may be coordinated with other work which may be under construction or contemplated, and that work under the Contract may conform to conditions which it has been undertaken or conditions attached to a right-of-way or particular location for this work, the Engineer may determine the point or points and time or times when portions of work will commence or be carried on and may issue orders pertaining to the work sequence, relative to the rate of progress on several portions of the work.

B. SUBMITTAL:

1. The Contractor shall submit a detailed plan and time schedule for operations. The detailed plan shall describe the length of time required to complete operation and address all submittal requirements in these sections.

END OF SECTION

SECTION 01015

CONTRACTOR'S USE OF PREMISES

PART 1 - GENERAL

- A. The Contractor shall be responsible for securing material and equipment storage areas. Proposed storage areas shall be submitted to the WSA for approval.
- B. City right-of-way shall not be used for long-term storage of materials or equipment.
- C. Material and equipment storage areas shall be secured after hours.
- D. All work shall be performed during WSA regular work hours, unless approved in writing by the Engineer.
- E. All roadways and access drives shall remain accessible to emergency vehicles at all times.
- F. The Contractor shall not occupy private property without permission.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 MEASUREMENT AND PAYMENT

- A. All Work performed as described in these Contract Documents will be paid for under one or more of the items listed in the Schedule of Bid Items. All other activities required in connection with performance of the Work, including all Work required under Division 1 – General Requirements, whether described in the Contract Documents or mandated by applicable codes, permits and laws, will not be separately paid for unless specifically provided for in the form of general bid, but will be considered incidental to performance of the overall Project and deemed to be included in the various bid items listed in the Schedule of Bid Items.
- B. Each unit or lump sum price stated in the Schedule of Bid Items shall constitute full compensation as herein specified for each item of Work completed in accordance with the Drawings and Specifications.
- C. Contractor shall make its own estimate of the quantities necessary to complete the Work.
- D. The payment items listed herein and in the Schedule of Bid Items are intended to provide full payment for the Work shown on the Drawings and specified herein. Any Work called for or inferred in the documents but not listed as a payment item shall be considered incidental to the overall Project.
- E. It is the intent of these Specifications to provide all labor, equipment, materials, supplies, temporary facilities, incidentals, and appurtenances to satisfactorily complete the Work of this Contract.
- F. Partial payment for lump sum items will be made based upon the percentage of Work complete in accordance with the schedule of values as estimated by Contractor and verified and approved by Engineer under each individual item to date. Partial payment for unit price items will be made based upon the Contractor's estimated quantity completed to date, and verified by Engineer, for items listed in the schedule of values.
- G. Contractor shall coordinate all quantity surveys with the Engineer, so that Engineer may conduct its own quantity survey for verification purposes. Discrepancies in the quantities estimated by Contractor and Engineer shall be resolved prior to modifying the site surface.
- H. Allowances have been included on the Bid Price Form for work that cannot be sufficiently quantified and must be completed by a specific third party, the services of which are arranged and provided by the Contractor. Measurement for these services will be the invoice amounts paid by the Contractor for work authorized and directed by the Engineer. No Contractor markup will be

applied to these costs. Payment will constitute full compensation for work and costs associated with reimbursable payments to third parties.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The methods of measurement and basis of payment for each item listed in the schedule of prices are as follows.

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>PAY UNIT</u>
1	Storage Building	Lump Sum

The Storage Building will be paid for by the lump sum price as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials, equipment and other incidentals as detailed in Section 03100.

PRICE ADJUSTMENTS FOR DIESEL FUEL, GASOLINE, AND CONCRETE

DIESEL FUEL

This amount will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

1. The Base Price of Diesel Fuel will be the price set by the Rhode Island Department of Transportation at the time of bid. The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month, as published on the Rhode Island Department of Transportation's (RIDOT) website.
2. This allowance will be applicable to excavation eligible for payment, material items furnished through excavation related Items, all measurements as determined by the Engineer and based on a fuel factor of 0.29 gallons per cubic yard.
3. This allowance will be affected only if the variance from the Base Price is 5% or more for a monthly period. The complete allowance will be paid in all cases with no deduction of the 5% from either upward or downward allowances.
4. No allowance will be paid for work done beyond the extended completion date of the Contract.
5. Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

LIQUID ASPHALT

This amount will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each Item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

1. The Base Price of Gasoline will be the price set by the Rhode Island Department of Transportation at the time of bid. The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month, as published on the Rhode Island Department of Transportation's (RI DOT) website.
2. This allowance will be applicable to excavation eligible for payment, material items furnished through excavation related Items, all measurements as determined by the Engineer and based on a fuel factor of 0.15 gallons per cubic yard.
3. This allowance will be affected only if the variance from the Base Price is 5% or more for a monthly period. The complete allowance will be paid in all cases with no deduction of the 5% from either upward or downward allowances.

4. No allowance will be paid for work done beyond the extended completion date of the Contract.
5. Any allowance (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

END OF SECTION

SECTION 01090

REFERENCE STANDARDS

PART 1 - GENERAL

1.1 GENERAL

- A. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standards code, specification, or tentative specification of the technical society, organization, or body referred to which is in effect at the date of this Invitation for Bids.
- B. The following is a partial list of typical abbreviations which may be used in the specifications and the organizations to which they refer:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
ASCE	American Society of Civil Engineers
ASTM	American Society for Testing and Materials
AWWA	American Waterworks Association
CORPS	Army Corps of Engineers
NASSCO	National Association of Sewer Service Companies
OSHA	Occupational Safety and Health Act
PACP	Pipeline Assessment and Certification Program
RIDOT	Rhode Island Department of Transportation
RIDEM	Rhode Island Department of Environmental Management
UBC	Uniform Building Code
UL	Underwriters' Laboratory
USCG	United States Coast Guard
USEPA	United States Environmental Protection Agency

- C. Contractor shall, when required, furnish evidence satisfactory to Engineer that materials and methods are in accordance with such standards where so specified.
- D. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by Contractor.

END OF SECTION

SECTION 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION CONFERENCE

- A. The Engineer will schedule and conduct one preconstruction conference prior to the commencement of any work at the site, to which all interested agencies and utility companies will be invited to discuss their interests and requirements relating to the project. Contractor and all subcontractor representatives shall attend.

1.02 CONSTRUCTION PERIOD MEETINGS

- A. Construction period meetings will be conducted at biweekly intervals or at some other frequency if approved by the Engineer. These meetings shall be attended by the Engineer and the Contractor's Project Manager and any others that are invited by these people.
- B. Engineer will prepare the agenda of these project meetings, which will include reports on construction progress, the status of submittal reviews, the status of information requests, and any general business. The meetings will be conducted by the Engineer. Engineer shall keep minutes of the proceedings. The minutes shall be typed and distributed to all attendees prior within 72 hours of each meeting to the extent possible, but in no event later than the date of the next scheduled meeting.

END OF SECTION

SECTION 01310

CONSTRUCTION SCHEDULE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies reports and schedules for planning and monitoring the progress of the project work.

1.2 DESCRIPTION

- A. The Contractor shall prepare his proposed schedule based on a breakdown of work tasks that he has developed. The schedule will take into account the time of completion and the specific dates as specified in the Contract Documents.

1. Each schedule shall be prefaced with the following summary data:

- a. Contract name and number
- b. Contractor's Name
- c. Contract duration
- d. The effective or starting date of the schedule
- e. Revision date of the latest schedule.

2. The schedule shall be sequenced by early start date and shall include the following minimum items:

- a. Activity Name
- b. Estimated duration
- c. Activity description
- d. Start date (calendar date)
- e. Finish date (calendar date)
- f. Major milestones

1.3 SUBMITTAL PROCEDURES

- A. Within 10 days after the Bid Opening, the Contractor shall submit in accordance with Section 01340, a construction schedule conforming to this specification. The submittal shall consist of a reproducible original and two copies.
- B. Within 7 calendar days after receipt of the submittal, the Engineer shall review the submitted schedule and return one copy of the marked up original to the Contractor. If the Engineer finds that the submitted schedule does not comply with specified requirements, the corrective revisions will be noted on the submittal copy returned to the Contractor.

1.4 SCHEDULE REVISIONS

- A. Revisions to the accepted construction schedule may be made only with the written approval of the Contractor and Owner. A change affecting the contract value of any activity, the completion time, and specific dates and sequencing may be made only in accordance with applicable provisions of Special Conditions.

1.5 PROJECT STATUS UPDATE

- A. Project status review narrative and updated CPM schedule shall be provided monthly with each payment requisition.

END OF SECTION

SECTION 01340

SHOP DRAWINGS

PART 1 - GENERAL

1.1 GENERAL

- A. Contractor shall submit for review, shop drawings and descriptions of methods and equipment to be utilized and of all materials and equipment to furnish in accordance with the applicable Sections of the Contract Documents.
- B. Contractor is required to submit details of all materials and equipment, even though a particular item is the one specified.
- C. Contractor, on review from Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings. The minimum size for any submission shall be 8 1/2 inches by 11 inches, and the maximum size shall not exceed 36 inches by 24 inches. All shop drawings and printed matter submitted shall clearly indicate the Section of the Contract Documents to which they correspond (e.g. Section 03200).
- D. Shop drawings or printed matter shall give all dimensions and sizes to enable Engineer to pass on the suitability of the material or layout for the purpose intended. The shop drawings shall, where needed for clarity, include outline and Sectional views, and detailed shop dimensions and designations of the kind of materials and kinds of machine work and finishes required. Shop drawings for submission shall be coordinated by Contractor with shop drawings previously submitted, with shop drawings being prepared, and with the design and function of any equipment or structure.
- E. If the shop drawings show variances from the requirements of the Contract because of standard shop practice or other reason, Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action to be taken for proper adjustment; otherwise Contractor will not be relieved of the responsibility for executing the Work in accordance with the Contract even though such shop drawings have been "Reviewed" by Engineer.
- F. Material shall not be purchased or fabricated for equipment or structures until Engineer has reviewed and "Approved" the shop drawings, which shall represent all materials and work involved in the construction. No materials or equipment for which a submittal of a shop drawing is required shall be delivered to the site unless they are in conformance with the shop drawings which have been "Approved".
- G. Work shall not be done upon any part of a structure, the design or construction of which acceptance is required, until such acceptance has been received from which is dependent upon the design of equipment or other features, for Engineer.

1.2 PROCEDURE FOR REVIEW

- A. Contractor shall submit all shop drawings electronically in a pdf format. Contractor shall represent that they have determined and verified all field measurements, field construction criteria, materials, made log numbers and similar data or will do so, and that he/she has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents.
- B. Contractor shall review all drawings or literature submitted to him by Subcontractors and Suppliers for correctness and adequacy of data, and shall stamp the drawings or literature "Approved for Submission" and sign them prior to submitting such shop drawings, and literature to Engineer for review. Contractor shall be responsible for the prompt submission of all shop drawings, so that there shall be no delay to the Work due to the absence of such drawings.
- C. Engineer will review the shop drawing, but only for conformance with the design concept of the Project and with the information given in the Contract Documents.
- D. Engineer will return electronic (pdf) to Contractor marked in one of the following ways, all subject to Contract requirements:

NO EXCEPTION TAKEN - The content of this submittal was reviewed by the Engineer and was found to be in general compliance with the Contract Documents. No further submission of this submittal is required and the information contained in the submittal may be built into the Work in accordance with the terms and conditions of the Contract Documents.

MAKE CORRECTIONS NOTED - The content of this submittal was reviewed by Engineer and was found in general to be in compliance with the Contract Documents. The notations made on the submittal, by Engineer, shall be incorporated into the Work in accordance with the terms and conditions of the Contract Documents. Resubmission may be required.

SUBMIT SPECIFIED ITEM - The content of this submittal was reviewed by Engineer and was found in general to be in compliance with the Contract Documents but incomplete. Contractor shall address the items specified in the Engineer's comments and resubmit these items for review. In general, if the specified item is an omission, the Contractor may submit that item for review. However, the Engineer may require the resubmittal to contain all elements found to be in compliance with the Contract Documents in addition to the items specified in Engineer's review comments to produce a complete resubmittal.

REVISE and RESUBMIT - The content of this submittal was reviewed by Engineer and this review has indicated that additional data and/or modifications to the submitted data or other changes are required to bring the work represented in this submittal into compliance with the Contract Documents. This submittal shall be reviewed and remarked in accordance with Engineer's comments, by Contractor, and resubmitted to Engineer for another review. The information contained on the resubmittal shall not be incorporated into the Work until it is returned to Contractor with an "Approved" or "Approved as Noted" stamp.

REJECTED - The content of this submittal was reviewed by Engineer and this review has indicated that the work displayed in the submittal is not in compliance with the Contract Documents. Contractor shall forward another submittal for this portion of the Work, which complies with the Contract Documents.

- E. Prior to the end of the Contract Work, Contractor shall furnish Engineer with approved field changes shown. Contractor shall also furnish accepted Supplier printed literature. Only drawings which were checked and corrected shall be submitted. Contractor shall review all drawings or literature submitted to him/her by Subcontractors and Suppliers for correctness and adequacy of data prior to submitting such drawings and literature to Engineer.
- F. Any action by Engineer shall not be construed in any way as relieving Contractor from his full responsibilities under the terms of the Contract requirements. Review of a separate item shall not indicate approval of an assembly in which the item functions. Review is for general conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Contractor is responsible for all dimensions, quantities, and performance requirements for all confirmation and correlation at the job site; for all information that pertains solely to the fabrication processes or to the techniques of construction; and for all coordination of the Work of all trades; and for assuring consistency with the Contract Documents.

1.3 CERTIFIED SHOP TEST REPORTS

- A. Each piece of equipment for which pressure, duty, capacity, rating, efficiency, performance, function, or special requirements are specified shall be tested in the shop of the manufacturer in a manner that shall conclusively prove that its characteristics comply fully with the requirements of the Contract Documents. Tests shall be conducted in accordance with the test codes of the ASME, NEMA, and other applicable standards.
- B. Equipment shall not be shipped to the site until Engineer notifies Contractor in writing that the results of the shop tests are acceptable.
- C. When the Specifications require witness shop tests at the point of manufacture, the only tests that will be accepted are those made in the presence of Engineer or his representative. Contractor shall give Engineer written notice ten (10) days in advance of the time when the equipment will be ready for the witness shop test, or as required by the Specifications. This notification shall include a diagram of the testing setup and a list of the instruments the manufacturer proposes to use for the tests. All instruments shall have ranges suitable for the quantities to be measured, with approved laboratory calibration. Five (5) copies of the witness shop test data and interpreted results thereof, accompanied by a certificate of authenticity sworn to by a responsible official of the manufacturing company, shall be forwarded to Engineer.

1.4 SAMPLES

- A. Contractor shall furnish for review all samples as required by the Contract Documents or requested by Engineer.
- B. Samples shall be of sufficient size or quantity to clearly illustrate the quality, type, range of color, finish, or texture and shall be properly labeled to show the nature of the material, trade name of

manufacturer, and location of the work where the material represented by the sample will be used.

- C. Samples shall be checked by Contractor for conformance to the Contract Documents before being submitted to Engineer, and shall bear Contractor's stamp of approval certifying that they have been so checked. Transportation charges on samples submitted to Engineer shall be prepaid by Contractor.
- D. Engineer's review will be for compliance with the Contract Documents and his/her comments will be transmitted to Contractor with reasonable promptness.
- E. Accepted samples will establish the standards by which the completed Work will be judged.

PART 2 - PRODUCTS

2.1 GENERAL

Contractor shall submit for review the following shop drawings.

- A. Steel building including roofing and cladding. Stamped by a Rhode Island Professional Engineer (RIPE).
- B. Foundation details and calculations stamped by a RIPE.
- C. Concrete Reinforcing
- D. Doors and Windows

END OF SECTION

SECTION 01380

ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Contractor shall furnish all labor, equipment, and materials required for environmental protection during and as the result of construction operations under this Contract except for those measures set forth in other provisions of these Specifications. Environmental protection requires consideration of air, water and land, and involves noise and solid waste management as well as other pollutants. Contractor shall implement environmental protection measures to ensure all requirements or regulations set forth in site-wide or project-specific permits are met.
- B. Related Sections:
 - 1. Section
- C. Applicable Regulations
 - 1. In order to prevent environmental pollution and to provide for environmental protection arising from construction activities related to the performance of this Contract, Contractor and all Subcontractors shall comply with all applicable Federal, State and local Laws and Regulations concerning environmental protection, as well as the specific requirements stated in this Section and elsewhere in the Specifications.
- D. Submittals:
 - a. Implementation Plan. Prior to commencement of the Work, Contractor shall meet with Engineer to develop a mutual understanding relative to compliance with the provisions of this Section and administration of the environmental protection program.

PART 2 - PRODUCTS

(Not used)

PART 3 - EXECUTION

3.1 GENERAL

- A. It is intended that the resources within the Project boundaries and outside the limits of permanent Work performed under this Contract be preserved in their present condition, or be restored to a condition after completion of construction, that will appear to be natural and not detract from the appearance of the Project. Contractor shall confine his construction activities to areas defined on the Drawings or in the Specifications except with written approval of the Owner and/or Engineer.
 - 1. Prevention of Landscape Defacement. Limits of working areas include areas for storage of construction material, and shall be cleared in a manner which will enable satisfactory restoration and which will not affect the environment during or after the construction

period. Contractor shall not enter beyond the working limits of the working area except with written approval of Engineer and the Owner.

2. Location of Storage. The location of areas for storage of Contractor's materials required temporarily in the performance of the Work, shall be within the limits of the working area as provided for by OWNER and shall require written approval of Engineer prior to use. The preservation of the landscape shall be an imperative consideration in the selection of the sites.
3. Post Construction Cleanup or Obliteration. Contractor shall obliterate all signs of temporary construction facilities such as work areas, stockpiles of excess or waste materials, temporary erosion and sediment controls, or any other vestiges of construction. The disturbed areas shall be graded and repaired in accordance with the Drawings and to a condition equal or better than prior to construction as required.

3.2 PROTECTION OF WATER RESOURCES

- A. Contractor shall not pollute streams, lakes or reservoirs with fuels, oils, bitumens, calcium chloride, acids or harmful materials. It is the responsibility of Contractor to investigate and comply with all applicable federal, state, county and municipal laws concerning pollution of rivers, streams and impounded water. All Work under this Contract shall be performed in such a manner that objectionable conditions will not be created in streams, lakes, reservoirs, or bodies of water adjacent to, or within, the Project area.
- B. Erosion. Temporary erosion and sediment control measures shall be provided and maintained until permanent vegetation is established.
- C. Spillage. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washing, herbicides and insecticides, and cement and surface drainage from entering public or private waters.
- D. Disposal. Disposal of any materials, wastes, effluent, trash, garbage, oil, grease, chemicals, etc., in or adjacent to reservoirs, streams or other waterways shall be disposed by the Contractor as specified in these Contract Documents. If any waste material is dumped in unauthorized area, Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated soil shall be excavated, disposed of as specified herein before, and replaced with suitable fill material, compacted and finished with topsoil, all at the expense of Contractor.
- E. Disturbed Area. Contractor shall limit disturbed area to less than 1 acre at any given time. Obtain, pay all permit fees and comply with all provisions of the General Permit – Rhode Island Pollutant Discharge Elimination System – Storm Water Discharge Associated with Construction Activity if required at no additional cost to the Owner. Comply with all provisions of the Soil Erosion and Sediment Control Plan maintained by Contractor a no additional cost to the Owner.

3.3 MAINTENANCE

- A. Contractor shall dispose of all discarded debris and waste materials in a manner approved by Engineer. Toilet facilities shall be kept clean and sanitary at all times. Services shall be performed at such a time and in such a manner to least interfere with the operations. Services shall be accomplished to the satisfaction of Engineer.
- B. Contractor shall frequently remove materials no longer required on the site so that, at all times the site, access routes to the site and any other areas disturbed by his operations shall present a neat, orderly, workmanlike appearance.
- C. Before final payment, Contractor shall remove all surplus material, false work, and debris of every nature resulting from his operations, and put the site in a neat, orderly condition; and restore all areas which have been used for or disturbed by his operations, to their original condition or to a condition satisfactory to and approved by Engineer.

3.4 NOISE CONTROL

- A. Contractor shall use every effort and means possible to minimize or eliminate noise caused by his operation that Engineer may consider objectionable. Contractor shall provide working machinery, designed to operate with the least possible noise, pumps and compressors to be operated at times other than between 7:00 A.M. to 3:30 PM, Mondays through Fridays, should they be required. The air intakes of compressors shall be equipped with silencers; engine driven machinery, where permitted, shall be equipped with mufflers; and sound insulating enclosures and baffles shall be provided where directed.

3.5 PESTICIDES AND HERBICIDES

- A. Pesticides and herbicides shall be utilized only when specifically approved by the Owner and Engineer. Where pesticides or herbicides are to be used in construction operations, data relative to restrictions on the type or types of material available and approved for application to control or eradicate vegetation, insects or organisms shall be obtained from the Department of Environmental Management. The amount of pesticide applied shall be limited to the recommended dosage. Application equipment shall provide an even distribution of the materials in accordance with the approved rate in terms of pounds per acre. Materials delivered to the site shall be covered and protected from the elements. Contents of the containers shall not be exposed. Application equipment or empty containers shall not be rinsed. Empty containers shall be disposed of legally, off-site, in a manner that would not cause pollution of surface or groundwater.

3.6 PROHIBITED CONSTRUCTION PROCEDURES

- A. Contractor is advised that the disposal of excess material in wetlands, stream corridors, and floodplain is strictly prohibited. Any violation of this restriction by Contractor or any person employed by him will be brought to the immediate attention of the responsible regulatory

agencies, with a request that appropriate action be taken against the offending parties. Therefore, the Contractor will be required to remove the material at his own expense and restore the area impacted.

1. At a minimum, Contractor shall comply with the following requirements regarding prohibited construction procedures as follows:
 - a. Dumping or discharge of spoil material or excessively turbid water into any stream corridor, any wetlands, any surface waters, or at unspecified locations.
 - b. Indiscriminate, arbitrary or capricious operations of equipment in any stream corridors, any wetlands or surface waters.
 - c. Disposal of trees, brush and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified location.
 - d. Disposal of excess or unsuitable excavation material in wetlands or floodplain even with permission of the property owner.
 - e. Open burning of project debris.
 - f. Location of storage stockpile areas in environmentally sensitive areas.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Quality Assurance and Control of Installation
 - 2. References
 - 3. Field samples
 - 4. Inspection and testing laboratory services
 - 5. Manufacturers' field services and reports
- B. Related Documents: The Contract Documents, as defined in Section 01010 – Summary of Work, apply to the Work of this Section. Additional requirements and information necessary to complete the Work of this Section may be found in other Documents.
- C. Submittals:
 - 1. Contractor shall submit a Quality Control Plan to Engineer for review and approval a minimum 10 days prior to initiating work.
- D. Quality Assurance and Control of Installation
 - 1. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
 - 2. Comply fully with manufacturers' instructions, including each step-in sequence.
 - 3. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
 - 4. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.
 - 5. Perform work by persons qualified to produce workmanship of specified quality.
 - 6. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.2 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention of inference otherwise in any reference document.

1.3 FIELD SAMPLES

- A. Install field samples at the site for review, as required by individual specification Sections.
- B. Acceptable samples represent a quality level for the work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Engineer.

1.4 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Engineer 30 days in advance of required observations. Observer subject to approval of Engineer.
- B. When specified in individual specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting and balance of equipment as applicable, and to initiate instructions when necessary.
- C. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate to Engineer for review, within 30 days of observation.

END OF SECTION

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY:

- A. This Section specifies Quality Control testing and reporting performed by a Testing Laboratory. The Contractor shall retain the services of a qualified Testing Laboratory and contract for the services specified herein. The Testing Laboratory shall be approved by the Engineer and/or the Owner.

1.2 REFERENCES:

- A. This Section contains references to the following documents. They are a part of this Section as specified and modified. Where a referenced document contains references to other standards, those documents are included as references under this Section as if referenced directly. In the event of conflict between the requirements of this Section and those of the listed documents, the requirements of this Section shall prevail.

- B. Unless otherwise specified, references to documents shall mean the documents in effect at the time of Advertisement for Bids or Invitation to Bid. If referenced documents have been discontinued by the issuing organization, references to those documents shall mean the replacement documents issued or otherwise identified by that organization or, if there are no replacement documents, the last version of the document before it was discontinued. Where document dates are given in the following listing, references to those documents shall mean the specific document version associated with that date, regardless of whether the document has been superseded by a version with a later date, discontinued or replaced.

ASTM A880	Criteria for Use in Evaluation of Testing Laboratories and Organizations for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
ASTM C802	Conducting an Inter-laboratory Test Program to Determine the Precision of Test Methods for Construction Materials
ASTM C1021	Laboratories Engaged in the Testing of Building Sealants
ASTM C1077	Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
ASTM C1093	Accreditation of Testing Agencies for Unit Masonry
ASTM D3666	Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
ASTM D3740	Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
ASTM D4561	Quality Control Systems for Organizations Producing and Applying Bituminous Paving Materials

ASTM E4	Force Verification of Testing Machines
ASTM E329	Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
ASTM E543	Agencies Performing Nondestructive Testing
ASTM E994	Calibration and Testing Laboratory Accreditation Systems General Requirements for Operation and Recognition.
IBC	International Building Code
ICC	International Code Council

1.3 TESTING LABORATORY QUALIFICATIONS:

- A. Testing Laboratory shall satisfy the following qualifications:
1. Recommended Requirements for Independent Laboratory Qualification, published by American Council of Independent Laboratories.
 2. Conform to the requirements of ASTM E329 in particular, and other reference standards as generally pertain to this project.
 3. Authorized to operate in the Rhode Island with personnel and equipment based sufficiently close to the project to allow short-notice site access for sampling and testing.
 4. Acceptable to Owner and local building authorities.

1.4 TESTING LABORATORY RESPONSIBILITIES:

- A. Testing Laboratory shall provide qualified personnel at the site and cooperate with Engineer and Contractor in performance of the following services:
1. Perform specified independent inspection, sampling, and testing of products in accordance with specified standards, to determine compliance with requirements of Contract Documents.
 2. Provide sampling equipment and personnel, deliver samples to the testing laboratory, record field measurements, and cure samples as required by Contract Documents.
 3. Timely prepare and deliver reports summarizing results of tests and inspections.
 4. Attend pre-construction conferences and, if requested, a limited number of progress meetings where Quality Control, testing, and inspection issues require discussion.
 5. When directed by the Engineer or Owner or requested by the Contractor, provide special and additional tests and inspections to verify material compliance with requirements of Contract Documents.
 - a. Owner shall pay for special tests and inspections where work conforms to the Contract Document requirements.
 - b. Contractor shall pay for additional tests and inspections where work fails to comply with Contract Document requirements (re-inspection) and for costs associated with cancelled or short-notice re-scheduling of requested sampling, testing, and inspection. Testing Laboratory work requested by Contractor to fulfill submittal requirements shall also be considered additional tests and costs shall be paid by the Contractor, at no additional expenses to the Owner.

1.5 CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall deliver adequate samples of materials proposed to be used and which require testing to the Testing Laboratory. Contractor shall cooperate with Testing Laboratory personnel, and provide access to the work and to manufacturer's facilities. Contractor shall provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
- B. Contractor shall notify Testing Laboratory and Engineer 72 hours prior to expected time for operations requiring inspection, sampling and testing services.

1.6 TEST AND INSPECTION REPORTS:

- A. Report Contents:
 - 1. At a minimum, Test and Inspection Reports shall include the following:
 - a. Project name and date of report.
 - b. Testing Laboratory name, address, telephone number, name of laboratory field sampling personnel, lab testing personnel, or QCS Inspector as applicable.
 - c. Date, time, and location of sampling, testing, and inspecting.
 - d. Ambient temperature and weather conditions at the site or shop and curing conditions of samples.
 - e. Product identification and referenced specification Section number.
 - f. Type of sample, test, and inspection and industry standard for sampling and testing.
 - g. Results of sample, test, and inspection.
 - h. Evaluation of compliance with requirements in Contract Documents.
 - i. Certified Inspection Reports shall specifically indicate the qualification of the inspector to render judgment and certify said inspection.
 - j. When requested by Owner or Engineer, interpretation of test results.
 - 2. Distribution of Test and Inspection Reports:
 - a. Test and Inspection reports shall be submitted to the Engineer for distribution as Product Data described in Section 01340 – Shop Drawings. Test reports shall be submitted not more than two days after completion of required tests. Inspection reports shall be submitted immediately if deficiencies or significant irregularities are noted, and in no case less than two working days after said inspection. Provide six (6) copies of all reports.

1.7 SUBMITTALS:

- A. The following information shall be provided in accordance with Section 01340 – Shop Drawings:
 - 1. A copy of this specification Section, with addendum updates included, and all referenced and applicable Sections, with addendum updates included, with each Paragraph check-marked to indicate specification compliance or marked to indicate requested deviations from specification requirements. Check marks (✓) shall denote full compliance with a

Paragraph as a whole. If deviations from the specifications are indicated, and therefore requested by the Contractor, each deviation shall be underlined and denoted by a number in the margin to the right of the identified Paragraph, referenced to a detailed written explanation of the reasons for requesting the deviation. The Engineer shall be the final authority for determining acceptability of requested deviations. The remaining portions of the Paragraph not underlined will signify compliance on the part of the Contractor with the specifications. Failure to include a copy of the marked-up specification Sections, along with justification(s) for any requested deviations to the specification requirements, with the submittal shall be sufficient cause for rejection of the entire submittal with no further consideration.

2. Documentation of conformance with Testing Laboratory Qualifications as specified.
3. Form completed by both the Testing Laboratory and the Contractor, as described in the Contract Documents.

1.8 LIMITS ON TESTING LABORATORY AUTHORITY:

- A. Testing Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents. Testing Laboratory may not approve or accept any portion of the work, nor assume any duties of Contractor. Testing Laboratory has no authority to stop the work

PART 2 - PRODUCTS

2.1 SOURCE QUALITY CONTROL

A. General:

1. Source quality control is defined in Section 01400 – Quality Control. This Section provides general guidelines as to the sampling, tests, and inspections required of products and manufactures prior to delivery to the project site, and should be considered a minimum. Additional information and requirements are provided in each technical specification Section and those requirements shall control over this Section when in conflict. Absence of a test, inspection or requirement listed herein from a subsequent specification Section does not relieve the Testing Laboratory or the Contractor from their respective responsibilities specified in this Section.

B. Reference Standards in Other Sections:

1. Codes, standards, and other references called out below, but which are not listed are described in other specification Sections and not repeated herein.

C. Fill Materials:

1. Imported Fill Materials: Testing Laboratory may conduct additional testing on behalf of Contractor to prepare required submittals specified in Section 03200 – Earth Excavation.
2. On-Site Fill Material: Testing Laboratory shall conduct required testing to verify on-site materials proposed for fill conforms to specification Section 03200 – Earth Excavation. Contractor shall pay Testing Laboratory for such sampling and testing. Sampling and testing shall determine Liquid Limit, Plasticity Index, optimum moisture content and density relationship, and other data as required for proper use of this material.

- D. Imported Loam and On-Site Loam:
 - 1. Provide sampling and testing as specified in the Contract Documents.

- E. Paving Materials:
 - 1. Provide sampling and testing requested by Engineer or additional testing as requested by Contractor to verify materials proposed for use conform to specification Section 04010 – Bituminous Concrete Pavement.

- F. Concrete Reinforcing:
 - 1. Provide sampling and testing requested by Engineer or additional testing as requested by Contractor to verify materials proposed for use conform to specification Section 03300 and 03400.

- G. Cast-In-Place Concrete:
 - 1. Provide sampling and testing requested by Engineer or additional testing as requested by Contractor to verify materials proposed for use conform to specification Section 03300. At Contractor's expense, Testing Laboratory may assist Contractor in formulating concrete mix designs, testing and reporting same, and providing the services of a Professional Engineer to review and seal the mix design.

- H. Precast Concrete:
 - 1. Precast Yard Inspection: Source quality inspection is not required for PCI Certified facilities unless otherwise directed by the Building Official.
 - 2. Non-PCI Certified Facilities: Provide Special Inspection conforming to PCI recommendations for all facets of operation including reinforcing, prestressing, concrete placing, finishing, and curing, form release and handling.
 - 3. Vaults, Manholes, And Non-Structural Precast Concrete Items: Precast yard inspection is not required unless so directed by the Owner or Engineer due to quality concerns. Such inspection and testing shall be paid for by the Contractor.

PART 3 - EXECUTION

3.01 FIELD QUALITY CONTROL

- A. General: Field quality control is defined in Section 01400. This Section provides general guidelines as to the sampling, tests, and inspections required of work in progress or completed in the field, and should be considered a minimum. Additional information and requirements are provided in each technical specification

3.02 SCHEDULE OF INSPECTIONS AND TESTS:

- A. Form 01410-1 below shall be used to coordinate sampling and testing provided by Testing Laboratory, Engineer, Contractor, and other parties, if any. Testing Laboratory shall fill out Form 01410-1 with anticipated inspections, sampling, and testing, submit for review by Engineer and for information to Contractor, and revise as directed. After receipt of Testing Laboratory's Form

01410-1 submittal, Contractor shall submit Form 01410-1 to identify sampling and testing requested for submittal preparation, and with an allowance for additional inspections. Such allowance shall not be less than five percent (5%) of the anticipated Field Quality Control budget for the Testing Laboratory, but shall not contractually commit Contractor to such expenditure, unless additional inspections are requested and then only to their extent.

FORM 01410-1

ANTICIPATED SAMPLING, TESTING, AND INSPECTIONS BY TESTING LABORATORY AND CONTRACTOR

Prepared by : _____ Testing Laboratory _____ Contractor (check one).

Electronic version available upon request. Expand each cell as necessary to provide a complete scope description.

Specification Section	Source Quality Control	Field Quality Control
03300 – Cast-in-Place Concrete		
03400 – Precast Concrete		
03600 – Grout		

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 DESCRIPTION OF REQUIREMENTS

- A. Temporary facilities for construction and field office are not required.
- B. Contractor shall provide temporary sanitary facilities on-site.

END OF SECTION

SECTION 01605
SHIPMENT, PROTECTION AND STORAGE

PART 1 – GENERAL

1.01 GENERAL

- A. Materials shall be shipped, handled, stored, and installed in ways which will prevent damage. Damaged items will not be permitted as part of the work except in cases of minor damage can be satisfactorily repaired, at no additional expense to Owner, and is acceptable to the Owner.

1.02 IDENTIFICATION, SHIPPING, AND STORAGE:

- A. IDENTIFICATION: All material shall be labelled or tagged to identify it or its contents.
- B. SHIPPING: Damage shall be corrected to conform to the requirements of the contract before the material is incorporated into the work. The Contractor shall bear the costs arising out of dismantling, inspection, repair and reassembly.
- C. STORAGE: During the interval between the delivery of material to the site and installation, all materials, unless otherwise specified, shall be stored in a manner to prevent against deterioration. Manufacturer's recommendations shall be adhered to in addition to these requirements.

FINAL CLEANUP

PART 1- GENERAL

1.01 GENERAL

- A. Site shall be completely clean with no remnants of construction debris upon completion of work.

END OF SECTION

SECTION 01780

AS-BUILT DRAWINGS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. The work under this Section shall include the transmittal to the Owner and Engineer of all applicable data relative to as-built conditions as they differ from the approved shop drawings.
- B. All as built drawings shall be submitted in electronic format.

END OF SECTION

DIVISION 03
SITE AND BUILDING WORK

SECTION 03100

STORAGE BUILDING

PART 1 - DESCRIPTION

Building shall include all design, materials, permits, construction, submittals, and appurtenances, complete in place and accepted in accordance with the attached plans, and these specifications, to the satisfaction of the Warwick Sewer Authority.

PART 2 - DESIGN

1. Building and Foundation Design shall be stamped by a Professional Engineer registered in the State of Rhode Island.
2. Design loads shall conform to the latest edition of the Rhode Island State Building Code (RIBC).
3. Building Slab shall be designed for H20 loading.
4. A subsurface investigation shall be performed for the design of the foundation.
5. A survey plan of the area shall be stamped by a Professional Surveyor registered in the State of Rhode Island.
6. An electrical plan shall be submitted and stamped by a Professional Engineer registered in the State of Rhode Island.

PART 3 - PERMITS

1. Building and Environmental Permits, in accordance with all local, state and federal requirements, and associated fees, shall be the responsibility of the Contractor.

PART 4 – MATERIALS

1. Concrete shall conform to class XX of the RIDOT Standard Specifications for Road and Bridge Construction (RIDOT).
2. Reinforcing shall conform to ASTM A615 for bar reinforcing and ASTM A185 for wire fabric reinforcing.
3. Anchor bolts shall conform to building manufacturers requirements and shall be galvanized in accordance with ASTM A153.
4. Gravel shall conform to RIDOT Section M.01, Table I, Column Ib.
5. Crushed stone shall conform to RIDOT Section M.01, Table I.
6. Building shall be a prefabricated steel building by RHINO Steel Building Systems as shown in ATTACHMENTS, or equal.
7. Overhead doors, man door, and insulation, shall be provided by RHINO.
8. Windows shall be 36x36 Larson comfortSEAL Low-E Aluminum White sliding type windows.
9. Glass for walk door shall be security type.
10. Window trim shall match other building trim in material, width, color, and attachment hardware.
11. Electrical materials shall conform to the National Electric Code (NEC).
12. Electric Service to building from nearby utility pole shall be overhead and shall be 100 amp 120/240 volts.
13. Service panel shall conform to NEC.
14. Bollards shall be 5' high (3' exposed height) 4" dia. standard steel pipe filled with concrete and painted yellow, with 12" dia. X 18" high concrete footings.
15. Water service stub shall be a 2" dia. HDPE or equal.
16. Gas service stub shall be a 2" dia. HDPE or equal.
17. Loam and seed shall conform to RIDOT Section M.18.

PART 5 - CONSTRUCTION

1. All construction shall conform to the RIBC and be performed by a licensed contractor.
2. All electrical work shall conform to the NEC and be performed by a licensed electrician.
3. All costs associated from getting power from nearby utility pole shall be included.
4. Prefabricated building shall be erected in strict accordance with the manufacturer's requirements.
5. Building to be located 25 feet from existing utility pole and 10 feet from and parallel to existing pavement.
6. Building slab shall receive a float finish and shall have contraction joints at 15 feet o.c. each direction. Contraction Joints shall conform to the RIBC.
7. Driveway apron shall receive a broom finish and shall have contraction joints at 15 feet o.c.
8. 100 amp Electric Service Panel shall be mounted inside of building and shall include two 20 amp breakers and four 15 amp breakers.
9. Overhead doors shall be wired with control switches adjacent to each door, and shall include three remote controls which can each operate all three doors.
10. Windows shall be installed in accordance with the manufacturers recommendations.
11. Window trim shall be installed in accordance with window and building manufacturers recommendations.
12. Receptacles shall be installed in building in conformance with the NEC.
13. Bollards shall be installed 1'-0" from building, two bollards at each edge of each garage door.
14. All disturbed areas around building shall be cleared of debris and receive 4" loam and seed.
15. Existing edge of pavement shall receive a full depth sawcut full length of driveway apron to achieve a smooth transition.
16. Water and Gas Service stubs shall extend 10 feet outside of building with end cap and shall have sweeps up into building 6" inside of wall with threaded caps flush with floor slab.
17. Concrete building slab, and driveway apron shall be placed on 6" minimum gravel compacted to 95 percent of maximum dry density as determined by AASHTO T180.
18. Building foundation shall be installed on 12" crushed stone.
19. Dewatering shall conform to all local, state, and federal regulations.
20. Earthwork shall conform to Section 03150.
21. Excavation/Earth support, should it be required to facilitate dewatering and/or contractors means and methods, will be the responsibility of the contractor.

PART 6 - SUBMITTALS

1. All requirements of Section 01340 and 01780.
2. All required permits.
3. Survey plan showing existing and proposed grades.
4. Electrical Plan.
5. Building plans showing all framing, doors, windows, etc.
6. All materials and methods.
7. All insurance and bonding requirements.

END OF SECTION

SECTION 03150

EARTHWORK

PART 1 - GENERAL

1.0 Scope.

- A. The work of this section includes the furnishing of all labor, materials, tools, equipment, accessories and appurtenances necessary to satisfactorily complete all excavation of earth and, removal of excavated earth, backfilling, compaction, and grading, and all incidental work pertaining thereto within the limits of the work indicated or required as specified herein.

1.1 Related Work.

- A. Section 01400, QUALITY CONTROL
- B. Section 03100, STORAGE BUILDING
- C. Section 03200, ATTACHMENTS

1.2 Protection of Work.

- A. The Contractor shall prosecute the work so that no damage occurs to adjacent utilities, structures, property, or any other installation located in or adjacent to work areas. Damaged utilities shall be repaired with similar or better materials of the same size and to requirements of the utility owner.
- B. Excavations shall be kept free from water, snow and ice during construction. Backfill material shall not be placed in water. Water shall not be allowed to rise upon or flow over backfill material.
- C. Excavating equipment shall be of such size and type, and used in a manner, that will not damage existing items such as but not limited to paved surfaces, utilities, structures, trees or interfere with or impede nearby traffic.
- D. The finished subgrade shall not be disturbed by traffic or other operations and shall be maintained by the Contractor in a satisfactory condition until the finished surfaces are placed. Until the subgrade has been observed by the Engineer, no pavement materials shall be installed thereon.
- E. The Contractor shall take whatever steps necessary to prevent catch basins and drain lines from receiving silt and sediment washed from project work areas. The Contractor shall clean out catch basins and drain lines that have not been successfully protected.

1.3 Submittals.

- A. Shop drawings and brochures shall be submitted for all items to be furnished in accordance with the provisions of the General Conditions as supplemented.
- B. Submittals required under this section shall include, but not be limited to the following:
 - 1. Materials Testing Results (sieve, particle size, Atterberg limits, etc.);
 - 2. Materials Brochures;
 - 3. Temporary Earth Support Certification Letter Including Design Calculations
 - 4. Control of Water Certification letter; and
 - 5. Soil Testing Reports.

1.4 Definitions

- A. 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 Engineer.
- B. Optimum Moisture Content: Determined by the ASTM standard specified to determine the maximum dry density for relative compaction.
- C. Relative Density: As defined by ASTM D4253 or D4254.
- D. Prepared Ground Surface: The ground surface after clearing, grubbing, stripping, excavation, and scarification and/or compaction.
- E. Completed Course: A course or layer that is ready for the next layer or next phase of the work.
- F. 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.
- G. Influence Area: The area within planes sloped downward and outward at 1:1 slope 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.
- H. Unclassified Excavation: The nature of materials to be encountered that has not been identified or described herein.
- I. Imported Material: Material obtained by the Contractor from sources off the site.
- J. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cubic yard.
- K. Non-hazardous Contaminated Material: Material, water or soil that does not meet the definition of hazardous contaminated materials but contains detectable quantities of VOCs,

petroleum, PCBs, or other hazardous material or metals in exceedance of the residential direct exposure criteria.

- L. Non Contaminated Material: Material, water or soil, which following laboratory testing, is determined to contain concentrations of VOCs, petroleum, PCBs, or other hazardous material or metals at or below the residential direct exposure criteria.

1.5 Site Information

- a.
- b. A. A subsurface investigation shall be performed as required under Section 03100, STORAGE BUILDING.

c.

d. 1.6 Existing Utilities

- A. Call Dig Safe 1-888-DIG-SAFE (811) 72 hours before commencing with any excavation, in order that all pertinent utility companies become informed of such work.

e.

- B. If active utilities existing on the site are encountered they shall be carefully protected from damage. When an active utility line is exposed during construction, its location and elevation shall be documented and both the Engineer and the Utility Owner notified in writing.

f.

- C. Active utility lines damaged in the course of construction operations shall be repaired or replaced as determined by the Engineer and Utility Owner, without additional cost to the Owner.

g. 1.7 Use of Explosives

- A. Use of explosives is not permitted.

1.8 Imported Material Acceptance

- A. All imported earth materials specified in this section are subject to the following requirements:

- 1. The Contractor shall make all gradation tests to locate acceptable sources of imported material. The Contractor shall perform two initial gradation tests for all material to be imported from off-site locations. For each additional 1,000 cubic yards of material, the contractor shall perform one additional gradation test. 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 21 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 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.

2. Gradation tests for the proposed materials 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 Section 01450, QUALITY CONTROL, or more often as directed by the Engineer 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.
3. 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.
4. The Contractor shall sample all imported soil at a minimum frequency of one (1) per ten thousand (1,000) cubic yards to verify materials free of contamination. The soil shall be tested for the following: volatile organic compounds (VOCs) (EPA method 8260), Poly-Nuclear Aromatic Hydrocarbons (PAHs) (EPA method 8270), total Petroleum Hydrocarbons (TPH), and RCRA 8 Metals.
5. Imported soils with levels above the RIDEM residential direct exposure criteria shall not be used onsite.

1.9 Reuse of On-Site Material

- A. Reuse of on-site material from excavations is allowable, provided the material properties specified herein are attained.

1.10 Excavation Safety

- A. The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain excavation side slopes and prevent earth slides to ensure that persons working in or near the excavation are protected.

1.11 Codes, Ordinances, and Status

- A. The Contractor shall familiarize itself with, and comply with, all applicable codes, ordinances, statues, and bear sole responsibility for the penalties imposed for noncompliance.

1.12 Quality Control

- A. Provide in accordance with the requirements as specified in Section 01400, QUALITY CONTROL.
- B. 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.

PART 2 - PRODUCTS

2.0 Materials.

- A. Shall conform to Section 03100, STORAGE BUILDING.

2.1 Water

- A. Water for compaction shall be furnished by the Contractor. Water for compaction from sources other than potable sources shall be as approved by the Engineer.

PART 3 - EXECUTION

3.0 Preparation.

- A. Stripping

Prior to any excavation, filling, or grading operations, all topsoil and subsoil or similar organic soils found within the Limit of Work line shall be stripped to their full depth in the area of all structures and in all areas required to be filled, excavated or graded. Stripped materials suitable for re-use as loam shall be stockpiled. Stockpiles shall be kept separate and not mixed with any other materials. Excess stripped materials and unacceptable materials shall be legally disposed of off-site by the Contractor unless otherwise specified. Areas designated for fill of greater than four feet (>4 feet) shall be stripped to a depth of 2 feet to completely remove organic materials.

- B. Foundation Excavation

- 1. Excavations shall be carried to the grade lines as indicated or as may be required to permit the foundation to be constructed at the proper elevations and on firm bearing materials.

- C. Excavation in Graded Areas

- 1. Excavation in graded areas shall be performed as necessary to bring such areas to proper subgrade or finish grade. Subgrade for sidewalk and driveway areas shall be a minimum of twelve inches below bottom of new sidewalk or driveway unless otherwise specified.

3.1 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 Engineer.

3.2 Structural and Embankment Fills.

A. General

1. Backfill material shall be compacted to a minimum density of 95 percent of the maximum density as determined by ASTM D1557 (modified Proctor) and shall meet the requirements for gravel borrow.
2. The type and size of compaction equipment used shall not cause excessive surcharge loads on any walls or other structures.
3. Bottom of excavation shall be compacted with a plate compactor prior to casting footing.

3.3 Backfill for Final Grading.

- A. Backfill shall be placed in layers having a maximum loose lift thickness of 12 inches.

3.4 Soil Testing.

A. General

1. Three types of soil tests shall be performed by an approved soil testing laboratory furnished by the Contractor. The type of tests, timing and frequency are described below.
2. The performance of these tests does not relieve the Contractor of his responsibility to control his operations and perform tests as necessary to assure that the work performed meets the requirements of the specifications.

B. Sieve Analysis Tests

1. Sieve analysis tests shall be performed on soil samples obtained by the Contractor for acceptance of material from off site borrows sources or from on-site excavations. As a minimum, a test shall be performed on at least one random sample per 1,000 cubic yards obtained from each type of fill being placed on site. Additional tests shall be performed on samples obtained from the fill when it is suspected by the Engineer that the material does not meet specifications. Tests shall also be performed when it is noted that the gradation of material actually being placed differs significantly from the documented gradation from a particular source, or the source has changed. This requirement for additional sampling when

material source has changed is not necessary for on-site material used as common borrow.

2. Sieve analysis shall be performed in accordance with ASTM C136 and ASTM C117.

C. In-Place Density Tests

1. In general, at least one test shall be performed for each of the four foundation walls.
2. Tests shall be performed in accordance with ASTM D1556, ASTM D2167, or ASTM D2922.
3. The Test locations shall be determined by the Engineer.

D. Moisture Density Relationship Test

1. Moisture Density Relationship Tests (Proctor Tests) shall be performed in conjunction with In-Place Density Tests.
2. Tests shall be performed in accordance with ASTM D1557.

3.5 Grading.

- A. The areas to be graded shall be raked or machine-graded to remove stones and other unsatisfactory material and then shall be compacted as specified. Any depressions which occur during the compaction operation shall be filled with additional suitable material and then the surface regraded and compacted until true to line and grade as required.

3.6 Finish Grading

- A. The areas to be graded shall be cleared of unsatisfactory material and shall then be compacted as directed within the areas of the proposed pavement structure.
- B. A tolerance of a maximum of 1-inch, plus or minus, shall be allowed.
- C. Any depressions that may occur during construction shall be then filled with additional suitable material. The subsurface shall then be graded and compacted true to the lines and grades, as required.
- D. The subgrade upon which the pavement structure and sidewalk are placed shall be graded and compacted to 95-percent of the maximum density in accordance with the following specifications. This operation shall be performed prior to pavement structure construction.
1. Each layer shall be uniformly compacted to the specified density before the next layer is placed. The specified density shall be obtained by utilized any approved compaction equipment such as: pneumatic tired compaction equipment, or three-wheeled power rollers, or vibratory, sheepsfoot, or tamping rollers, or other approved types of compaction equipment.
 2. Dumping and rolling areas shall be kept separate, and another shall not cover a lift until the compaction requirements of this Subsection have been meet. Hauling and

leveling equipment shall be routed or distributed over each layer of the fill as to make best use of that compaction effort.

3. Densities:

- a. The maximum density will be determined by AASHTO T180.
- b. Field density of soil in place shall be determined by either AASHTO T191 or a nuclear moisture density gauge conforming to AASHTO T238 and T239.
- c. The method of correcting for oversize particles in soil compaction test results shall conform to AASHTO T224.

4. Compaction of Earth Embankment/Fill Areas

- a. The resulting subgrade surface shall be compacted as required, to not less than 95-percent of maximum density, measured to a depth of 12-inches below the surface.
- b. Earth in embankment sections below a plane of three feet below subgrade shall be compacted to not less than 90-percent of maximum density. The remainder of the roadway section up to subgrade shall be compacted to 95-percent of maximum density.

- E. All slopes shall be graded and finished to conform with the lines and grades as indicated on the Drawings.
- F. Finish gradients shall provide a free and uninterrupted flow of water without erosion.

3.7 Stockpile Operations.

- A. No stockpiling of material will be allowed onsite. All excavated material shall be immediately removed and legally disposed of.

3.8 Field Survey

- A. The Contractor shall survey existing grades and bottom of excavation to ensure proper elevation and submit them to the Engineer for review and approval. The Contractor cannot begin any earthwork operations until the surveyed existing grades have been approved by the Engineer.

PART 4 - MEASUREMENT AND PAYMENT

- 4.0** All work shall be included under Lump Sum Price as listed in the Proposal.

END OF SECTION

03200 - ATTACHMENTS