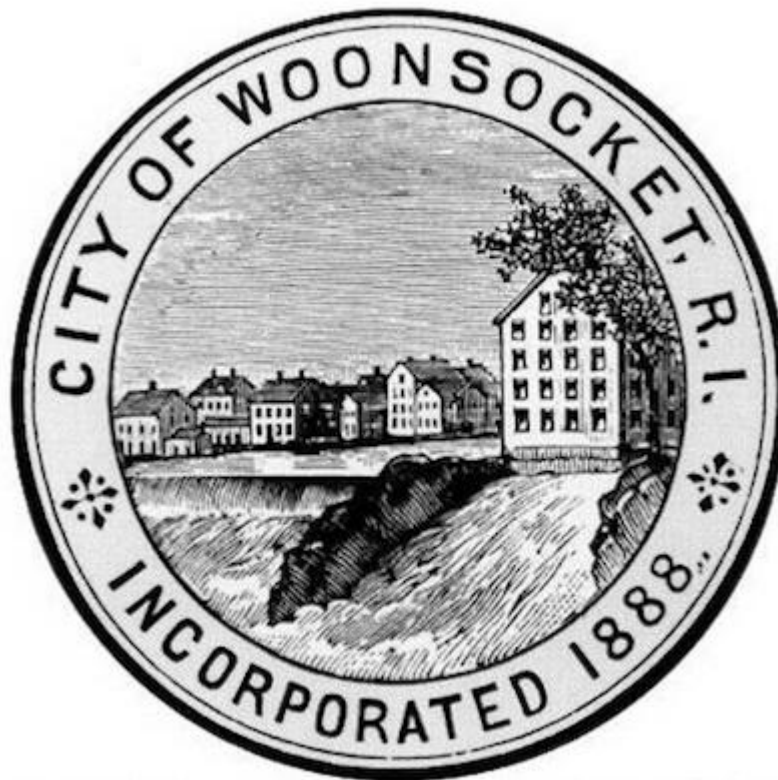




# **PROJECT MANUAL**

**Issued For Construction**

June 29, 2017



## **LOST BROTHERS PALLET COMPANY** **Commercial Façade & Site Improvements**

**333 River Street**  
**Woonsocket, Rhode Island 02895**



**LOST BROTHERS PALLET COMPANY**  
**Commercial Façade & Site Improvements**  
**Woonsocket, Rhode Island**

**AA17030**

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**Aharonian & Associates, Inc. – Architects**

Lost Brothers Pallet Company – Commercial Façade &amp; Site Improvements

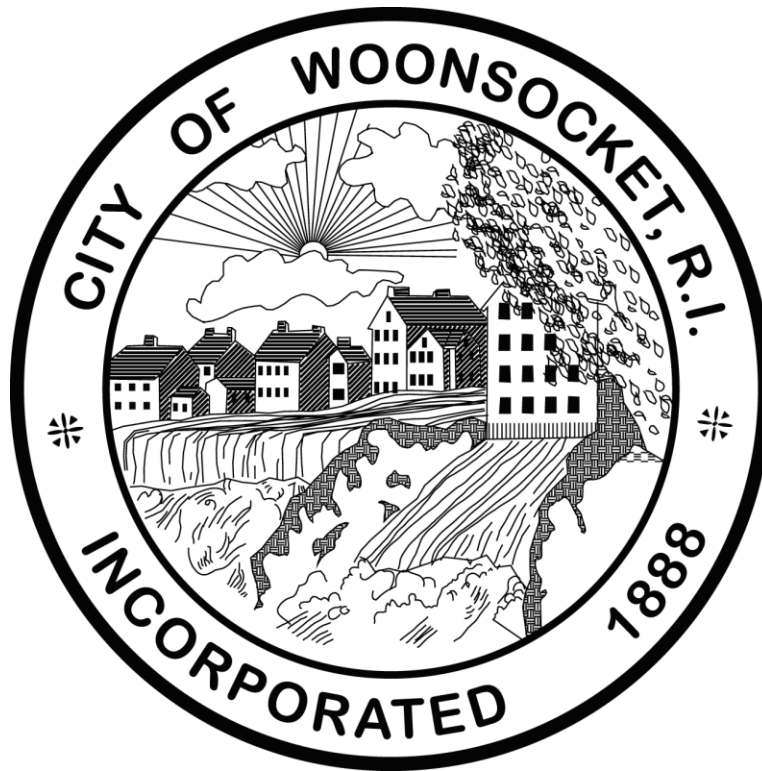
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# City of Woonsocket



COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
FOR COMMERCIAL FACADE/SITE IMPROVEMENTS  
TO LOST BROTHERS PALLET COMPANY  
BID No. 5804

Contract Specifications

*Prepared By:  
City of Woonsocket  
Department of Planning  
June, 2017*

## **INVITATION TO BID**

### **Lost Brothers Pallet Company Commercial Facade/Site Improvements City of Woonsocket Finance Department**

Sealed bids/proposals will be accepted in enclosed envelopes endorsed "Bid No. **5804, "Commercial Facade/Site Improvements"** and addressed to the Finance Department, City Hall, 169 Main Street, Woonsocket, RI 02895, and will be received until **2:00 pm** on Thursday, **July 20, 2017**, at which time all bids will be opened and read aloud. A **mandatory pre-bid conference** will be held with all bidders on the site on **Monday July 10, 2017, at 10:30 A.M.**

**A Preconstruction Conference will be held with a successful bidder at a date acceptable to the contractor and the City.**

Bids shall be for the Commercial Facade/Site Improvements for Lost Brothers Pallet Company within the City of Woonsocket at 333 River Street.

The work shall include, but not limited to, selective building demolition which removes existing storefront and installs a new overhead door, repairs the west elevation storefront, repair metalwork at entrances, overhang, and column and install new door. Site work will include selective demolition of paving at main entrance and minor regrading. The new site work is to install a new retaining wall constructed of bin blocks, adding new fence with gates and paving as indicated per the plans. Included is the installation of bollards at main entry.

In accordance with RI General Law 37-13-7 contracts in excess of \$1,000 shall require compensation based on prevailing wages for construction, alteration and/or repair, painting and decorating.

WBE, MBE and Section 3 contractors are encouraged to bid.

A certified check or bid bond in the amount of **\$1,000.00** of the bid price must accompany each proposal. The certified checks or bonds will be returned to all but the successful bidder upon execution of the contract. The bidder's check/bond will be returned when the terms of the conditions of the bid are met to the satisfaction of the City of Woonsocket.

In accordance with Rhode Island General Law 44-1-6, nonresident contractors are subject to a 3% withholding of the contract price to secure payment of any sales tax, use tax, and/or income tax withheld that may be due the State of Rhode Island.

Drawing(s) and documents will be available online for free. Requested printed copies will be seventy five dollars (\$75.00) per set.

The Department of Planning and Development reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality to any bid or combination thereof, to contract in part or in whole, and to award in the best interest of the City of Woonsocket and Lost Brothers Pallet Company. The award will be made on the basis of the lowest **responsible** bid (price and experience). No bidder may withdraw its bid within sixty (60) days after the actual time and date of the opening thereof.

Christine Chamberland  
Finance Director

**INFORMATION TO BIDDERS**

**CITY OF WOONSOCKET**

**FINANCE DEPARTMENT**

**(401) 762-6400**

**1. RECEIPT AND OPENING OF PROPOSALS**

Sealed bids/proposals will be accepted and time stamped upon receipt in the Finance Department, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, 02895, until the time indicated on the attached Advertisement for Bids, for the commodities, equipment or services listed in the specifications. Bid/Proposals will be publicly read at the time specified in the advertisement.

**2. FORM OF BID**

Proposals shall be submitted in duplicate. Supplemental information, drawings, warranties, literature and material to be provided with the bid shall be on the bidder's own form.

**3. SUBMISSION OF BIDS**

Envelopes containing bids must be sealed and addressed to the Finance Department, Office of Purchasing, City of Woonsocket, P.O. Box B, Woonsocket, Rhode Island, 02895, and must be marked with the name and address of the bidder with the name of the bidder in the lower left hand corner.

The Finance Director will decide when the specified time has arrived to open bids and no bid thereafter will be considered.

Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments or withdrawals will not be accepted.

Unless otherwise specified, no bid may be withdrawn for a period of sixty (60) days from the time of bid opening.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

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

Any deviation from the Specifications **MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL**. The bidder shall indicate how the bid will deviate from Specifications.

#### **4. RHODE ISLAND SALES TAX**

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 1, as amended.

#### **5. FEDERAL EXCISE TAXES**

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

#### **6. QUALIFICATION OF BIDDERS**

The City shall make such investigations, as it deems necessary, to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for the purpose as may be requested. Insurance certificates listing other subcontracting or related firms other than the actual bidder are not acceptable. At the time the bid is submitted to the City all bidders must provide insurance certificates listing the actual bidder as the insured party. The City of Woonsocket must be listed as an additionally insured party and as a certificate holder. The minimum amounts of insurance coverage must be listed as \$1,000,000.00 for general liability and \$500,000.00 for automobile liability. Workers compensation insurance must be provided per RI general law (see **Table A – GC-10**).

#### **7. ADDENDA AND INTERPRETATIONS**

No interpretation on the meaning of the Plans, Specifications or other Contract Document will be made to any bidder orally. Every request for such interpretations should be in writing, addressed to the Finance Director, P.O. Box B, Woonsocket, Rhode Island 02895, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids. Fax transmissions will be accepted with written follow up by bidder.

Any and all interpretations and supplemental instructions, which if issued, will be mailed by regular mail to all prospective bidders (at the respective address furnished by the bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of bids (unless such addenda postpones the opening of bids). Failure of bidder to receive any such addendum or interpretations shall not relieve any bidder from obligation under his bid submitted. All addenda so issued shall become part of the Contract Document.

#### **8. DELIVERY**

All purchases related to this bid are to be delivered FOB to various locations within the City of Woonsocket, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** The vendor must notify the City of Woonsocket 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods, they must be replaced or adjustments made at the option of the City. The City of Woonsocket is only represented by the Finance Director in these matters and said director shall be the only entity to negotiate any settlements. Deliveries must be made during normal working hours.

9. Bid price is to include the cost of uncrating and setting in place where noted.
10. Bid price is to include installation where noted.
11. Bidder must comply with all State Labor Laws for Public Works projects.
12. The successful bidder must have all current taxes paid which are owed to the City of Woonsocket.

In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000.00* shall require compensation based on *prevailing wages* for construction, alteration and/or repair, painting and decorating. The rates are available from the Rhode Island Department of Labor at (401) 457-1800.

In accordance with Rhode Island General Law 37-13-14, bidders for public works/building contracts in *excess of \$5,000.00 shall furnish a performance bond, upon conditional award of the contract*, at 100% of the contract price, conditioned upon faithful performance of the contract. A Labor and Materials Bond, at full contract value, is required upon conditional award of the contract.



## **CONTRACT FORMS**

**CITY OF WOONSOCKET**

**RHODE ISLAND**

**FINANCE DEPARTMENT**

**PURCHASING DIVISION**

**THE OFFICER OF THIS COMPANY, HEREBY, CERTIFIES THAT THIS COMPANY IS IN GOOD STANDING WITH THE STATE OF RHODE ISLAND AND ALL THE REQUIRED RECORDS HAVE BEEN FILED WITH THE STATE.**

NAME:	
CORPORATION NAME:	
BY:	TITLE:
STREET ADDRESS:	
CITY:	STATE:
WITNESS:	DATE:

## **CONTRACTORS APPLICATION FOR PAYMENT**

TO: City of Woonsocket, 169 Main Street, Woonsocket, RI 02895	
PROJECT: Lost Brothers Pallet Corp. 333 River St.	
FROM:	
PROJECT #	APPLICATION #

Application is made for payment as shown below:

1. ORIGINAL CONTRACT SUM..... \$ \_\_\_\_\_
2. PENDING CHANGE ORDERS ..... \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE..... \$ \_\_\_\_\_
4. TOTAL COMPLETED TO DATE ..... \$ \_\_\_\_\_
5. RETAINAGE (10% of Completed Work) ..... \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE..... \$ \_\_\_\_\_
7. LESS PREVIOUS PAYMENTS..... \$ \_\_\_\_\_
8. CURRENT PAYMENT ..... \$ \_\_\_\_\_
9. BALANCE TO FINISH INCLUDING RETAINAGE ..... \$ \_\_\_\_\_

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous certificates for payment were issued and payment received from the City of Woonsocket, and that current payment shown is now due.

Contractor:	
Amount Certified:	
By:	Date:
State:	County:
Subscribed and sworn to before me this                      day of	
Notary Public:	My Commission expires:
Authorized for Payment:	Date:

**CITY OF WOONSOCKET, RHODE ISLAND**

**FINANCE DEPARTMENT**

**PURCHASING DIVISION**

**PROPOSED SUBCONTRACTORS**

1. The Contractor shall state the names of all subcontractors that he proposes to use.
2. All subcontractors listed below must submit a certificate of insurance to the City of Woonsocket before the Contract is completed.
3. A change of subcontractors, other than those listed below, must be submitted in writing and approved by the Department of Planning and the Purchasing Agent.

If no subcontractors will be used, write "NONE": \_\_\_\_\_

Item:	
Proposed subcontractor:	NAME:
	ADDRESS:
	CITY, STATE:

Item:	
Proposed subcontractor:	NAME:
	ADDRESS:
	CITY, STATE:

Item:	
Proposed subcontractor:	NAME:
	ADDRESS:
	CITY, STATE:

This is to certify that the names of the above subcontractors are submitted with the full knowledge and consent of the respective parties.

COMPANY NAME:
BY:
TITLE:

Insert items and subcontractor's names as may be required.

**NOTICE TO PROCEED**

TO:	DATE:
	PROJECT: Lost Brothers Pallet Corp

You are hereby notified to commence WORK in accordance with the AGREEMENT dated \_\_\_\_\_, on or before \_\_\_\_\_, and you are to complete the work within \_\_\_\_\_ consecutive calendar days thereafter. The date of completion of all WORK is therefore \_\_\_\_\_

\_\_\_\_\_  
Owner

By \_\_\_\_\_

Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By: \_\_\_\_\_

This, the \_\_\_\_\_ Day of \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF WOONSOCKET, RHODE ISLAND**

**CHANGE ORDER NO. \_\_\_\_\_**

**DEPARTMENT OF PLANNING & DEVELOPMENT**

**PROJECT NAME: LB PALLET CORP, 333 River Street**

**CONTRACT DATE:**

**TO:**

Page 1 of \_\_

**YOU ARE INSTRUCTED TO ADD THE FOLLOWING ITEMS OF WORK AND QUANTITIES  
TO THE EXISTING CONTRACT:**

<b>The Original Contract Sum Was:</b>
<b>Net Change by Previous Change Orders:</b>
<b>New Contract Sum Including Previous Change Orders:</b>
<b>Net Change by This Change Order:</b>
<b>New Contract Sum Including This Change Order:</b>
<b>The Contract Time Will Be Increased By:</b>
<b>The New Date of Completion Is:</b>

<b>Contractor:</b>	<b>City of Woonsocket</b>
	<b>P.O. Box B</b>
	<b>Woonsocket, RI</b>
<b>By:</b>	<b>By:</b>
<b>Date:</b>	<b>Date:</b>
<b>CHANGE ORDER NO.</b>	<b>Issued:</b>

## **GENERAL CONDITIONS**



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## **1. SCOPE OF WORK**

The work encompassed in this contract shall include, but not be limited to, selective building demolition which removes existing storefront and installs a new overhead door, repairs the west elevation storefront, repair metalwork at entrances, overhang, and column and install new door. Site work will include selective demolition of paving at main entrance and minor regrading. The new site work is to install a new retaining wall constructed of bin blocks, adding new fence with gates and paving as indicated per the plans. Included is the installation of bollards at main entry.

The Contractor shall provide at his own expense all necessary Bonds, Social Security, Unemployment and Cash Sickness Benefits, Taxes, Workman's Compensation, Public Liability and Property Damage Insurance, and other necessary items. He shall obtain all licenses and permits as required by law or ordinance. He shall give all notices and comply with all local, state and federal rules, regulations, laws and/or ordinances for the conduct of work as shown in the plans and specifications.

## **2. CHARACTER OF WORK AND PERSONNEL**

The work shall be executed in a careful and workmanlike manner by properly trained and qualified workers or craftsmen in strict accordance with the plans and/or specifications. Contractor shall supply and maintain portable toilet units to accommodate the amount of workers on the site. Contractors shall hire competent and qualified workers. All personnel on the jobsite must hold OSHA 10 hour certification. All machine operators must have valid and current Rhode Island operator's license.

## **3. SITE INVESTIGATIONS**

Bidders must satisfy themselves through personal examinations at the locations of the proposed work, and/or by such other means as they prefer, such as by inspection of records and drawings of any public utilities or private corporations involved, as to the actual conditions and requirements of the proposed work, and to the accuracy of the information contained in the specifications and drawings. The submission of any bid shall be accepted by the City as satisfactory proof that the bidder has satisfied himself in this respect. He shall not, after the submission of this bid, assert that there was any misunderstanding in regard to the nature or amount of work to be done.

## **4. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS**

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. All costs of material, equipment and labor supplied by the Contractor which is incidental to the acceptable completion of the project, shall be considered to have been included in the price or prices quoted and no separate payments will be made.

## **5. SPECIFICATIONS**

It shall be the responsibility of the Contractor to study the specifications and other instructions. He shall request clarification from the Architect/Engineer of any errors, inconsistencies or omission, which may be discovered.

## **6. USE OF PREMISES**

The Contractor shall confine all apparatus to the roadway or right-of-way in which the work is being performed and will not unreasonably encumber these premises with such apparatus, materials, supplies and equipment. He shall promptly remove and dispose of all debris resulting from his operations. He shall hold the City harmless from claims by abutting and adjacent property owners for damages resulting from his operation.

## **7. SUBCONTRACTORS**

The Contractor **shall notify** the City, **in writing**, of the names of all subcontractors together with a summary of the extent and character of the work to be done by each subcontractor. The Proposal shall include a blank form to be used for this purpose where such subcontractors have been selected by the bidder during the bidding period.

The City shall **approve or disapprove subcontractors** after award of general contract. The City shall be notified before any changes in subcontractors during progress of the project.

The Architect/Engineer shall be responsible, at any time during the progress of the project, for determining the desirability or competency of any subcontractor. The Architect/Engineer shall notify the Contractor, in writing, of such determination and the Contractor shall take immediate steps for cancellation of the subcontract. Subletting of work by subcontractors shall be subject to the same regulations described above. Nothing contained in this contract shall create any contractual relation between a subcontractor and the City.

## **8. OBLIGATIONS AND LIABILITY OF CONTRACTOR**

The Contractor shall take responsibility for the work done under this contract, for the protection of all the work, and for preventing injuries and damage to property or utilities on or about the work. He shall in no way be relieved of his responsibility by any right of the Engineer to give permission or issue orders, relating to any part of the work, or by any such permission given or orders issued, or by failure of the Architect/Engineer to give such permission or issue such orders. The Contractor shall bear all losses sustained by him or by the City on account of the quality or character of the work, because the nature of the land differs from that which was estimated or expected, or on account of the weather, conditions or other causes. The Contractor shall assume the defense of all claims, regardless of Character against the contractor or the City. He shall indemnify and hold harmless the City, its officers or agents, against all claims for injuries to persons, corporations or property arising out of the work done under this contract; or groundless, false, or fraudulent claims or claims relating to labor and materials furnished for the work.

## 9. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until he has obtained all insurance required under this section. Work shall not commence until the City has approved such insurance. The Contractor shall not allow any subcontractor to commence work on his subcontract until all similar insurance has been so obtained and approved. The amounts of such insurance shall be as defined in TABLE A.

The Contractor and his subcontractors shall also obtain insurance "Riders" to cover special hazards, such as blasting, hazardous waste removal, etc., to be encountered in the work required under this contract. The coverage for such riders shall be the same as that specified above for Public Liability and Property Damage. The Contractor and subcontractors, if any, shall also obtain any and all other insurance as may be required by law, including but not limited to, Workmen's Compensation Insurance.

The Contractor shall provide the City's Planning/Finance Departments with satisfactory proof of the insurance required. This proof shall consist of two (2) certificates from each insurer insuring the Contractor or any subcontractor under this contract. These certificates shall contain the name and address of the insured, the policy number, the limits of liability, the expiration date of the policy, a statement that the insurance of the type afforded by the policy applies to all the Contractor's operations on or at the site of the work, a statement which refers to this contract and insurance specification and states that such insurance is as required by this contract, and a statement as to exclusions and methods of cancellation.

## 10. DEFINITIONS

- a. **Architect/Engineer:** Whenever in this contract the words "Architect/Engineer" is used, it shall be understood to refer to the Architect of Record or the Deputy Director of Housing & Community Development for the City of Woonsocket, acting either directly or indirectly through any authorized designee, assistant, consultant or inspector having either general or immediate charge of the work, limited only by the limited duties entrusted to him.
- b. **Contractor:** Whenever in this contract the word "Contractor" is used, it shall be understood to refer to the party or parties of the second part of this contract, or the representative of said party or parties.
- c. **City:** Whenever in this contract the word "City" is used, it shall be understood to refer to the City of Woonsocket, in the State of Rhode Island and Providence Plantations.
- d. **Specifications:** Whenever in this contract the word "Specifications" is used it shall be understood to refer to the body of directions and all written or printed agreements and instructions pertaining to the method and manner of performing the work and/or to the quantities and qualities of the materials and work to be furnished under the Contract. The Invitation to Bidders, Proposals, General Conditions, Special Conditions, if any, and Technical Specifications are all a part of the "Specifications".

- e. **Nomenclature:** Whenever in the specifications or upon the plans the words directed, required, ordered, designated, prescribed, or words of similar meanings are used, it shall be understood that the words “by the Engineer” immediately following the word is intended. Similarly the words approval, acceptable, satisfactory, or words of similar meaning shall mean approval by, acceptable to, or satisfactory to the Engineer, unless otherwise stated.

## **11. DIRECTIONS**

The Architect/Engineer shall confirm major directions, in writing, to the Contractor. Other directions, given verbally by the Architect/Engineer, shall be confirmed only upon request.

## **12. CONTROL BY THE ARCHITECT/ENGINEER**

The Architect/Engineer shall have general supervision and direction of the work. The Contractor shall abide by all orders, directions and requirements, and shall perform all work to the satisfaction of the Architect/Engineer.

The Architect/Engineer shall have the authority to reject all materials which do not conform to the contract; to approve the methods, manner and sequence of all work; to determine the amount, quality, acceptability, and fitness of all parts of the work; and shall interpret the plans, specifications and other contract documents, issue any extra work orders and give final approval to the complete work.

The Architect/Engineer shall decide upon all questions in connection with the work, and shall within a reasonable time after presentation to him of such questions, make decision, in writing, relating to the execution and progress of the work or the interpretation of the contract documents.

The Architect/Engineer shall have the authority to make minor changes in the work, not involving extra cost, providing such changes are consistent with the purpose of the work. No extra work shall be authorized without written order from the Engineer, except in an emergency that is endangering life or property. No claim for an addition to the contract sum shall be valid unless so ordered.

## **13. COMMENCEMENT PROSECUTION AND COMPLETION**

The Contractor will be required to commence work under this contract within the time limit specified therein after the date of the notice to proceed, to prosecute the work with faithfulness and energy, and to complete the entire work under this contract by the limit stipulated. The completion time is specified in **TABLE A** at the end of this section. The completion time stipulated above shall include final cleanup of the premises.

## **14. EMPLOYMENT OF RESIDENTS**

The Contractor shall employ residents of the City during the construction of the work under this contract whenever possible.

## **15. WAGE RATES**

The Contractor must pay the prevailing rates of wages as established by the Department of Labor

of the State of Rhode Island for each classification of labor used in the execution of the work.

## **16. NOTICE TO THE CITY OF LABOR DISPUTES**

The Contractor shall immediately notify the Engineer of any actual or potential labor disputes, whenever he has knowledge of such, which might delay timely performance of the contract work

## **17. SEPARATE CONTRACTS**

The City reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work. He shall properly connect and coordinate his work with their work.

If any part of the Contractor's work depends upon the work of any other contractor for proper execution or results, the Contractor shall inspect and promptly report to the Architect/Engineer any defects in such work that cause it to be unsuitable for the proper execution or results. His failure to inspect or report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's work.

## **18. THE CITY'S RIGHT TO DO WORK**

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the City, after written notice to the Contractor, may, without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

## **19. INTERFERENCE WITH OTHERS**

The Contractor shall coordinate with Lost Brothers Pallet Corp. and the Department of Planning & Development to notify the agencies of any and all potential disruption in service.

The Contractor shall not interfere with materials, appliances, or workmen of the City, Public Utility Companies, or any other contractor, who may be performing work at the same sites. All contractors and other parties involved shall have equal rights as far as practicable, to the use of all roads and grounds, except as otherwise provided by these specifications. The decision of the Engineer shall govern in cases of disagreement between contractors or other parties regarding such use.

## **20. ASSIGNMENT**

Neither party to the Contract shall assign the contract or sublet it as a whole without the written consent of the other. The Contractor shall not assign any monies due or to become due to him hereunder, without the previous written consent of the Architect/Engineer.

## **21. PUBLIC SAFETY**

The Contractor shall provide, erect, and maintain continually, seven day per week and twenty four hours per day, all necessary barricades, reflective signs, signals, flashing lights, etc., and take all necessary precautions for the protection of the work and the safety of the public. A detailed safety plan for the entire contract must be submitted to and approved by the Architect of Record, the Deputy Director Housing & Community Development and Lost Brothers Pallet Corp., prior to commencement of work under this contract.

## **22. ACCIDENT PREVENTION**

Precaution shall be exercised at all times until completion and acceptance for the protection of private property and all persons, including employees. The safety provisions of applicable laws and of local building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated according to best safety regulations and procedures.

## **23. MAINTENANCE OF TRAVEL**

All highways and intersecting streets within the limits of the work shall be kept open to vehicular traffic at all times. Access to private property and driveways shall be provided for all property owners when the work is not in progress but must remain closed during the work. The Contractor shall notify property owners at least twenty four (24) hours in advance to permit movement of privately owned vehicles. Particular emphasis is placed on the requirement for rapid access and movement of fire fighting apparatus or equipment and the accessibility of all fire hydrants, if any, within the limits of the work. The Architect/Engineer may permit, upon approval of the Woonsocket Police Department, a street to be closed for a limited amount of time. Payment for furnishing, maintaining, relocating and/or removing temporary construction and/or warning signs for maintaining safe vehicular travel shall be as stated in the contract.

## **24. PROTECTION OF EXISTING STRUCTURES, PROPERTY, UTILITIES, WORK AND VEGETATION**

The Contractor shall arrange with all private property owners, public utility companies and all other interested parties for the relocation, maintenance and/or protection of all private property, public utility facilities, poles, fixtures, appurtenances and service connections, within or adjacent to the limits of construction or as directed by the Architect/Engineer.

The Contractor shall perform and carry out his work in such a manner as not to interfere with or damage fixtures mentioned herein or as shown on the plans or discovered during construction which are to be left within the limits of the project. The Contractor will preserve and protect all existing vegetation, such as trees, shrubs, and grass on or adjacent to the site, which do not unreasonably interfere with the construction as determined by the Architect/Engineer.



The Contractor will be responsible for damage done to any telephone or power poles or transmission lines; water mains, fire hydrants and appurtenances; gas mains or service connections; sewer mains, building sewer connections and other appurtenances of a similar nature which are fixed or controlled by the City, Public Utility Company, Private Corporation or private person.

The Contractor will be responsible for all damage due to careless operation or equipment, stockpiling of materials or tracking of grass areas by equipment. The City will not be responsible for any delays or inconvenience to the Contractor in carrying on his work in the above mentioned manner and/or while the City, Lost Brothers Pallet Corp., the Architect of Record, Public Utility Companies or corporations are making necessary adjustment to their fixtures or appurtenances.

Damage to any kind of private or public property, not authorized in the contract, shall be repaired or restored promptly by or at the expense of the Contractor. The Contractor must assume all responsibility for any delay or damage incurred due to working around or joining his work to fixtures left in place. No separate payment will be made for protecting, maintaining or repairing private property. Any additional cost incurred shall be at the expense of the Contractor, and shall be considered as completely covered by and included in the contract prices for the various bid items involved.

## **25. SUPERINTENDENCE BY CONTRACTOR**

The Contractor shall give efficient supervision to the work, using his best skill and attention. He will employ at the site of the work, during the entire performance thereof, a competent superintendent and any necessary assistants who will be satisfactory to the Architect/Engineer. They shall not be changed, except with the consent of the Architect/Engineer, unless they shall cease to be in the employ of the Contractor. Such superintendents shall represent and have full authority to act for the Contractor in his absence and all directions given such superintendent shall be binding as if given to the Contractor.

## **26. INSPECTION**

The work will be conducted under the general direction of the Architect/Engineer and is subject to inspection by his appointed inspectors in order to insure strict compliance with the terms of the Contract. No inspector is authorized to change any provision of the specifications without written authorization from the Architect/Engineer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the Contract. The Architect/Engineer shall make a thorough examination of the work as soon as practicable after the completion of the entire work or any divisible part thereof as may be designated in these specifications. Any work that will be buried, covered or concealed in any way after its completion must be inspected by the Architect/Engineer or one of his appointed inspectors before such work is buried, concealed, or covered. If any work should be covered without approval or consent of the Architect/Engineer, it must, if required by the Architect/Engineer, be uncovered for examination at the Contractor's expense.

The Architect/Engineer may order re-examination of questionable work, and if so ordered, the Contractor must uncover the work. The City shall pay the cost for re-examination and replacement, if such work is found to be in accordance with the Contract Documents. The Contractor shall be responsible for such costs, if such work is found to be not in accordance with the Contract Documents, unless he shall show that another contractor caused the defect in the

work. The City shall pay such costs, if this is found to be the case.

The Contractor shall give written notice to the Architect/Engineer of instructions, by drawings or otherwise, that will involve extra cost under this contract. He shall give such notice before proceeding to execute the work or within a reasonable time after the receiving such instructions, except in the case of an emergency that shall endanger life or property. Provisions for changes in the work shall then be made. No such claim for the cost of extra work shall be valid, unless made in this manner.

## **27. SUSPENSION OF WORK**

The Architect/Engineer may suspend all or any part of the work because of hazardous conditions caused by the Contractor's operation or whenever such suspension is necessary to insure proper execution of the Contract.

Notice to suspend the work, or any part thereof, shall be given to the Contractor in writing. The City shall reimburse the Contractor for the expense incurred the Contractor in connection with the work under this Contract as a result of such suspension.

The Contractor may abandon any portion of the work suspended by the City, if the work or any part thereof is stopped by a written notice or if the City does not give such written notice within seven (7) calendar days of the date fixed in the written notice to suspend. The Contractor will then be entitled to the estimates and payments for all work done on the portions of work so abandoned, if any.

## **28. RIGHT OF CANCELLATION**

The City reserves the right to delete or cancel all or any part of the work as listed in the information to Bidders or to delete or cancel any appurtenance or item thereof without recourse by the Contractor.

## **29. CITY'S RIGHT TO TERMINATE CONTRACT**

The City reserves the right to terminate the contract; if the Contractor should be adjudged bankrupt; if the Contractor should make a general assignment for the benefit of his creditors; if a receiver should be appointed on account of the Contractor's insolvency; if the Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, except in cases for which an extension of time is provided; if the Contractor should fail to make prompt payment to subcontractors or suppliers of material or labor; if the Contractor persistently and repeatedly disregards laws, ordinances or the instructions of the Architect/Engineer; or should otherwise be guilty of a substantial violation of any provision of the Contract. The Architect/Engineer shall certify, in writing and without prejudice to any other right or remedy that sufficient cause exists to justify such action. Such notice shall be given to the Contractor at least seven (7) days prior to termination of the Contract. The City shall take possession of the premises and all material thereon immediately upon termination of the contract. The Contractor shall not be entitled to receive any further payments until the work is finished. If the unpaid balance of the contract price, including compensation for additional managerial and administrative service, exceeds the expense for finishing the work, the City shall pay such excess to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the

difference to the City. The expenses and damages incurred by the City, as a result of the Contractor's default, shall be certified by the Architect/Engineer.

**30. EXTENSION OF TIME**

If the Contractor is delayed at any time in the progress of work by any act or neglect of the City or of its employees; by changes ordered in the work; by strikes, lockouts, fire, unusual transportation delays, unavoidable casualties, by any causes beyond the Contractor's control, by any delay authorized by the Architect/Engineer pending arbitration, or by any causes which the Architect/Engineer shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the Architect/Engineer may decide.

No such extension of time shall be made for delays which occur more than seven (7) days before a written claim is made to the Architect/Engineer. Only one claim is necessary in the case of a continuing cause for delay.

This article does not exclude the recovery of damages for delays, by either party, under other provisions of the Contract Documents.

**31. CLEANING UP**

The Contractor shall keep the construction area clean from accumulation of waste material or rubbish at all times, including storage areas used by him. He shall remove any rubbish, tools, scaffolding, equipment and materials from and about the premises, which do not belong to the City, prior to completion of the work. The Contractor shall leave the work and premises, following the completion of work, in a clean and workmanlike condition satisfactory to the Architect/Engineer.

**32. CORRECTION OF WORK BEFORE FINAL PAYMENT**

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by the Architect/Engineer and/or by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days time thereafter, the City may, following an additional ten (10) days written notice, sell such materials at auction or at private sale. The City shall keep an account of the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**33. PAYMENTS**

The total price bid shall include all costs for furnishing all materials, performing all the work, and furnishing all the tools, equipment, overhead items, and incidentals necessary to complete the work. All work under this contract will be paid for with one single payment unless otherwise specified in the contract, which will be processed upon completion and acceptance of the work. The payment will be based upon the contract price except that the City may deduct and retain various amounts to cover damages or claims.

**34. PAYMENT WITHHELD**

The City may withhold from final payment such payment as deemed necessary by the

Architect/Engineer to protect against loss of:

- a. Defective work not remedied.
- b. Claims filed or reasonable and probable evidence of claims to be filed.
- c. Failure of the Contractor to properly make payments to subcontractors.
- d. Damage to another Contractor.

Payment shall be made in the amount withheld when the above grounds are removed.

**TABLE A**

<b>General Conditions Reference</b>	<b>Item</b>	<b>Minimum Limits</b>
9	Worker's Compensation and Employer's Liability Insurance	As required by law in the State of Rhode Island  Employer's Liability Limits: \$100,000 Each Accident \$500,000 Disease - Policy Limit
9	General Liability, including Contractor's Protective, Products and Completed Operations and Contractual Liability	\$1,000,000 General Aggregate \$1,000,000 Products and Completed Operations - Aggregate  \$1,000,000 Personal Injury \$1,000,000 Each Occurrence Limit \$50,000 Fire Damage Limit \$5,000 Medical Payments  (C.U.* Collapse and Underground coverage to be included. Blasting and explosion coverage required, if there will be blasting under the contract.)
9	Automobile Liability	\$500,000 Combined Single Limit for Bodily Injury and Property Damage
9	Owner's Protective Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate, Bodily Injury and Property Damage
9	Builder's Risk and Installation Floater Coverage	Limit equal to the total insurable Value of all Materials and Equipment to be built and / or Installed.

**Carrier Requirements**

All carriers used must have a Financial Performance Rating from A.M. Best Company of at least "A".

Bid Bonds, supply bonds and performance bonds will be required as necessary.

13 Time of Completion

Within 90 consecutive calendar days after the date of formal execution of the contract.

**SPECIAL CONDITIONS**

## **SPECIAL CONDITIONS**

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**1. BRIEF SCOPE OF WORK FOR CONTRACT**

The work encompassed in this contract shall include, but not be limited to, selective building demolition which removes existing storefront and installs a new overhead door, repairs the west elevation storefront, repair metalwork at entrances, overhang, and column and install new door. Site work will include selective demolition of paving at main entrance and minor regrading. The new site work is to install a new retaining wall constructed of bin blocks, adding new fence with gates and paving as indicated per the plans. Included is the installation of bollards at main entry.

**2. LIMITS OF CONTRACT**

The limits of the project are as follows:

Lost Brothers Pallet Corp at 333 River Street

**3. STANDARD SPECIFICATIONS AND OTHER REQUIREMENTS**

The Rhode Island Building Code Specifications for Construction, latest edition shall be followed during this contract.

The Contractor shall be responsible for notifying each Utility Company and the City of Woonsocket, Planning Department at least twenty four (24) hours in advance of any work to be performed by the Contractor, which might affect existing facilities.

The Contractor shall, at the time of notification, request that the Utility Company and/or the City of Woonsocket, Planning Department send a representative to be present at the work site at all times when work is on, adjacent to or in close proximity to such Utility Company and/or the City of Woonsocket facilities.

**4. MAINTENANCE OF TRAFFIC FLOW**

The contractor shall provide temporary construction signs in accordance with OHSA for all work during this contract.

The Contractor will not be responsible for these provisions in the case of advanced utility work by other utility companies that are not part of this contract.

The Contractor will be responsible for coordinating with Lost Brothers Pallet Corp., on the coordination of work to be conducted during regular business hours of operation.



## **5. SUGGESTED SEQUENCE OF CONSTRUCTION**

One week prior to the pre-construction conference the Contractor must submit to the Architect/Engineer for approval a detailed construction work sequence and time schedule for the completion of all work associated with this contract and the requirements it contains. Approval of the work sequence and the time schedule is required before the start of any construction or other work associated with this contract. The proposed construction and time schedule must consider and address the safe vehicle passage through the project and vehicle and pedestrian access to abutting residential, commercial and/or industrial establishments.

The Contractor shall be required to maintain accessibility open to all pedestrian traffic at all times during working hours. During non-working hours (including evenings, weekends, and holidays) the Contractor must maintain a safe and secure worksite. Safe access and egress for all side streets and residential, commercial or industrial driveways must be maintained at all times.

## **6. SPECIAL REQUIREMENTS FOR SITE PROTECTION**

In addition to the requirements of the R.I. Standard Specifications for Road and Bridge Construction and the special requirements of other sections of the Contract Documents, the following requirements shall be adhered to by the Contractor:

- a. The Contractor shall be required to install and maintain proper warning and construction signs and protection devices at the work location

The Contractor shall schedule his construction activities affected by the pedestrian flow, such that no area is left without access for longer than 10 working days. This means that once the Contractor commences the removal of the existing egress, he must restore the main entrance with all new components at that particular location within 10 working days, unless otherwise approved in writing by the Architect/Engineer.

There will be no separate payment for any of these requirements. The cost shall be considered incidental to the Contract. Longitudinal drop-offs within the roadway cross section will not be allowed other than as detailed on the Plans or as described in the Specifications.

## **7. COORDINATION OF TEMPORARY ACCESS/EGRESS POINTS WITH LOST BROTHERS PALLET CORP.**

Any egress/access detour plans must be submitted for approval by the Contractor to the Architect/Engineer and the Museum of Work and Culture at least two (2) weeks prior to the implementation of said egress/access detour in order to provide adequate time for review. Egress/access detour plans must include all points of entry to the building.

## **8. MAINTAIN PUBLIC ACCESS**

The Contractor, at his own expense, shall keep all the public sidewalks, private walks, and driveways in which he may be at work open for pedestrian and vehicular traffic at all times, unless otherwise authorized by the Architect/Engineer in writing.

If in the opinion of the Architect/Engineer or the interest of abutters and the public requires it, the Contractor shall bridge or construct plank crossings over his work where necessary to provide such temporary means of crossing or guarding as shall be acceptable to the Architect/Engineer. The Contractor shall conduct his work for this purpose in such a manner as the Architect/Engineer may direct from time to time.

## **9. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT**

The Contractor, at his own expense, shall provide for overnight storage of construction material/equipment. The Contractor shall provide the Engineer with a copy of any agreement with property owners for storage of materials or equipment on private property.

The Contractor shall be solely responsible for storage of material or equipment on private property.

No portion of roadway or sidewalks may be used for storage of construction material or equipment.

## **10. SPECIAL REQUIREMENTS FOR THE PRESERVATION AND THE PERPETUATION OF BOUNDARY/ HISTORICAL MONUMENTS**

In addition to the requirements of the R.I. Historic Preservation & Heritage Commission, the latest edition, and the special requirements of other sections of the Contract Documents, the Contractor shall adhere to the following special requirements:

- a. Prior to the start of the project, it shall be the Contractor's obligation to notify the City of its intention to commence work. The Contractor with Lost Brothers Pallet Corp. shall then identify and mark out the location of all known boundary monuments, street line monuments, (i.e. bounds, disks, pins, pipes, drill holes, etc.) from the best available information, prior to the start of construction.
- b. The Contractor is required to take all necessary precautions to prevent damage to or disturbance of existing property bounds, corners and/or monuments identified and marked out in coordination with the Lost Brothers Pallet Corp.. Prior to beginning the demolition and construction of the new entrance doors, activity which may threaten the integrity or the stability of any such monuments, the Contractor shall notify the City, the Architect and Lost Brothers Pallet Corp. in writing of its proposed plans to safeguard and secure the monuments. The City, the Architect and Lost Brothers Pallet Corp. shall either approve those plans or direct the Contractor to make alternative plans.
- c. In the event that the disturbance or destruction of a monument is deemed by the City to be unavoidable, the Contractor will be directed to engage the Rhode Island Historical Preservation & Heritage Commission for Authorization to perform one of the following services:
  1. A Surveyor shall make sufficient measurements (to a Class I Standard) to identify the existing position of the affected monument so as to permit its replacement, both in kind and in place, after construction; or in the event that such action is not possible;

2. The Surveyor shall make sufficient measurements (to a Class I Standard) to identify the existing position of the affected monument so as to permit the installation, after construction, of reasonable and stable offset monumentation which is capable of re-establishing the original position; or in the event that such action is not possible;
3. The Surveyor shall take sufficient measurements and collect sufficient data so as to permit the original position of the monument to be referenced to reliable and stable physical features, other monuments or such other control stations as may be designated by the City. Such "tie" measurements shall comply with a Class I Standard. The selection of the action proposed to be taken shall be submitted to the City for its approval.
- d. In all cases, the Professional Land Surveyor will be required to report the results of these actions to the City in the form of field notes, drawings, or other appropriate documentation. Such reports shall be in a format acceptable to the City, and suitable for recording with the Department of Planning and Development.
- e. In the event that the City deems that this section is not being adequately performed the City shall implement that a daily charge be deducted from the monies due the Contractor. The charge for this Contract will be \$1,000 per day.

## **11. FEDERAL CDBG CONSTRUCTION-REHAB CONTRACT PROVISIONS**

### **FEDERAL CONTRACT PROVISIONS (REQUIRED BY 24 CFR 85.36)**

The following Federal Regulations, Contract Provisions and Clauses are incorporated into this agreement in their entirety, and made an integral part hereof.

During the performance of this contract with the City (hereinafter referred to as the "City", the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows

1. Equal Employment Opportunity (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67) (all construction contracts in excess of \$10,000 by grantees and their contractors or sub-grantees)

The contractor agrees to comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

The contractor will incorporate or cause to be incorporated into any contract for professional services, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan insurance or guarantee or undertaken pursuant to any federal program involving such grant, contract, loan insurance or guarantee, the following equal opportunity clause

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following employment, up-grading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

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 considerations for employment without regard to race, color, religion, sex or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the stipulations of this section in to every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrument or subdivision of such government which does not participate in work on or under the contract.

The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.

## 2. Section 3 -- Compliance in the Provision of Training, Employment and Business Opportunities

The contractor agrees to comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor agrees to include the following language in all subcontracts executed under this agreement:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development through the City Department of Planning & Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are provide economic opportunities for lower income persons residing in the area in which the project is located.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract

through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. Title VI Civil Rights Act of 1964

The contractor, with regard to the work performed by it during the contract, agrees not to discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the City or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the awarding agency, the City, or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.

In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to

Withholding of payments to the contractor under the contract until the contractor complies; and/or, Cancellation, termination or suspension of the contract, in whole or in part.

The contractor shall include the provisions of paragraph (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City to enter into such litigation to protect the interests of the State of Rhode Island, and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

4. Section 504 Rehabilitation Act of 1973

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all demotion or transfer, recruitment, advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 504 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 504 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

5. Section 503 of the Rehabilitation Act of 1973, as amended, 29 USC 793 (Section 503)

The contractor will take affirmative action to employ and advance in employment qualified individuals with disabilities.

6. Age Discrimination Act of 1975

The contractor agrees to comply with the Age Discrimination Act of 1975 which provides that no person, on the basis of age shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7. Americans With Disabilities Act of 1990

The contractor agrees to comply with the Americans with Disabilities Act of 1990 which provides that no person, on the basis of handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

8. Section 402, Veterans Readjustment Act of 1974

The contractor will take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era and prohibits discrimination based on Vietnam-era veteran status or special disabled veteran status in federally assisted programs.

9. Lead Based-Paint Poisoning Prevention Act (42 USC 4831(b))

The use of lead-based paint in the federally assisted construction or rehabilitation of residential structures (including day cares, senior centers, and community facilities) is prohibited by Section 401(b) of the Lead-Based Paint Poisoning Prevention Act [42 USC 4831(b)] and regulations in 24 CFR 35B. To the extent that contracted work involves residential structures, the Contractor and subcontractors must follow the new regulations issued under sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, which is Title X ("ten") of the Housing and Community Development Act of 1992. Sections 1012 and 1013 of Title X amended the Lead-Based Paint Poisoning Prevention Act of 1971, which is the basic law covering lead-based paint in federally associated housing. The new regulation appears within title 24 of the Code of Federal Regulations as part 35 (24 CFR 35). 1. The Contractor and subcontractors shall not use lead-based paint in residential structures and shall eliminate any lead-based paint hazards in residential structures rehabilitated. 2. At a minimum the Contractor and subcontractors must comply with the Lead Hazard Reduction Methods in 24 CFR 35.1330 and 1325. 3. All workers involved in the disturbance of lead-based paint bearing surfaces should be trained in lead safe work practices. 4. At the conclusion of residential rehabilitation, the property must pass a lead hazard clearance test by a certified technician and lab.

10. Certification of Non-segregated Facilities

The contractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and those under his/her control. He/she certifies further that he/she will not maintain or provide for employment segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of the contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain



identical certification from proposed subcontractors prior to the awards of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certification in his/her files; and that he/she will forward this notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

#### 11. Retention and Access Requirements For Records (24 CFR Part 85.42)

The contractor agrees to comply with Retention and Access Requirements for Records (24 CFR Part 85.42) and State of Rhode Island records access and retention requirements, to wit Financial records, supporting documents, statistical records and all other records pertinent to a grant shall be retained for a period of five (5) years, with the following qualifications

If any litigation, claim, negotiation, audits or other action is started before the expiration of the five-year period, the records shall be retained until all litigation, claim or audit findings involving the records have been resolved, or the five-year period, whichever is later.

Records of nonexpendable property acquired with federal funds shall be retained for five years after final disposition of such property.

When records are transferred to or maintained by the federal sponsoring agency, the five-year retention required is not applicable to the grantee.

The five-year retention period starts from the date of issuance of a "Certification of Completion" respective to the grant by the City.

The City shall request transfer of certain records to its custody from grantees when it is determined that the records possess long-term retention value. However, in order to avoid duplicate record-keeping, the City may make arrangements with grantees to retain any records that are continuously needed for joint uses.

The City, the United States Department of Housing and Urban Development, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any pertinent books, documents, papers and records of grantee and sub-grantees to make audits, examinations, excerpts and transcripts.

Unless otherwise required by law, City shall not place restrictions upon grantees that will limit public access to the records of grantees that are pertinent to a grant except when the agency can demonstrate that such records must be kept confidential and would have been excepted from disclosure pursuant to the Freedom of Information Act (5 USC 552) if the records had belonged to the grantor agency.

#### 12. Conflict of Interest (24 CFR 85.36 and 24 CFR 570.611)

The contractor will maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the award and administration of contracts supported by federal funds. No employee, officer or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Persons covered under this section include any person who is:

An employee, agent, consultant, officer, or elected or appointed official of the grantee, any designated public agency or any sub-recipient agency that is receiving CDBG funds from the City; any member of his/her immediate family; his or her partner; or An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements funded with CDBG funds. To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's officers, employees, or agents or by contractors or their agents.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

#### 13. Remedies/Sanctions or Breach of Contract Terms

Upon written notice, the grantee may withhold payments to the contractor if the contractor shall fail to fulfill in a timely and proper manner its obligations to grantee under this contract, or if the contractor shall violate any of the conditions of this contract. The grantee shall in its written notice to contractor fully de-scribe the nature of failure or violation by contractor, the corrective action required of contractor, and, the grantee shall allow the contractor thirty (30) days from the date of notification to correct such failure and/or violation. If such failure or violation is corrected by the contractor within thirty (30) days from the date of notification, then the grantee shall process payment(s) to the contractor. If such failure or violation is not corrected within thirty (30) days from the date of this notification, then the grantee may proceed to terminate this contract.

#### 14. Termination of Contract for Cause - 24 CFR 85.43 (All Contracts in Excess of \$10,000)

If the contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the contractor shall continue to violate any of the covenants, agreements, or stipulations of this contract, following notices by the grantee and allowances for corrective actions specified in Paragraph above, the grantee shall thereupon have the right to terminate this contract by giving written notice to the contractor of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In the event the contractor disputes grantee's election to terminate this contract for cause under this paragraph, contractor may pursue equitable relief or remedy.

15. Termination for Convenience - 24 CFR 85.44 (All Contracts in Excess of \$10,000)

The grantee may terminate this contract for its convenience, at any time, by giving at least thirty (30) days notice in writing to the contractor. If the contract is terminated by the grantee as provided herein, the grantee agrees to pay the contractor, no later than thirty (30) days following the date of the written notice of contract termination by grantee. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the contractor under this contract shall, at the option of the grantee, become the property of the grantee and the contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

16. Reports and Information

The contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred by grantee in connection therewith, and any other matters covered by this contract.

17. Records and Audits

The contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. These records will be made available for audit and investigative purposes to the grantee or any authorized representative, and will be retained for five years after the expiration of this contract unless permission to destroy them is granted.

18. Copyright and Patent Rights

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the contractor. The US Department of Housing and Urban Development, the City shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

19. Compliance with Copeland "Anti-Kick Back" Act

The contractor agrees to comply with the requirements of the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in US Department of Labor regulations 29 CFR Part 3, respective to all contracts and sub-grants for construction or repair services.

20. Compliance with Davis-Bacon Act

The contractor agrees to comply with the requirements of the Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees.

21. Federal Labor Standards Provisions

The contractor agrees to comply with the requirements as detailed in the attached form HUD-4010.

22. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act

The contractor agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 USC 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and sub-grantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

23. Compliance with Clean Air and Water Acts (applicable to all contracts over \$100,000)

The contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.), and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities. The provision shall require reporting of violations to the grantor agency and to the US Environmental Protection Agency.

24. Environmental Protection

The contractor will cooperate with and assist the City in complying with the HUD Environmental Review Procedures (24 CFR Part 58).

25. Conservation

The contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of Rhode Island's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

26. Historic Preservation

The contractor agrees to comply with all federal laws and regulations governing historic preservation.

27. Drug-Free Workplace Requirements

The contractor agrees to comply with the requirements of the Drug-Free Workplace Act of 1988 (42 USC 701) and agrees to comply with drug-free workplace requirements in accordance with the Act and with HUD rules found at 24 CFR part 24, subpart F.

28. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractors who apply or bid for an award of \$100,000 or more agree to file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

29. Debarment and Suspension (EOs 12549 and 12689)

Contractor agrees to comply with EO 12549 and 12689 which state that no contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with EOs 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than EO 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

30. Contractor Section 3 Plan

Contractor shall comply with the policy requirements of the Department of Housing and Urban Development set forth in Section 3 of the Housing and Urban Development Act of 1968. The details of compliance are outlined in this Plan.

1. Policy

Section 3 states that each grantee, sub-grantees, contractor and subcontractor undertaking work funded in whole or in part with a Community Development Block Grant shall ensure, to the greatest extent feasible, that

- (a.) Opportunities for training and employment be given to lower income residents of the project area, and;
- (b.) Contracts for work to be performed are awarded to eligible Section 3 business concerns.

2. Definitions

- (a.) The "Project Area" means the entire geographic area of the City of Woonsocket.
- (b.) A "lower income" resident means any person residing in the project area for at least 30 days and having a family income in the past 12 months of less than \$11,900.
- (c.) An "eligible Section 3 business" means any business concern which meets one of the following standards:
  - (i.) The business is located in the project area and qualifies as a small business using SBA standards.
  - (ii.) The business is located outside the project area and qualifies as small using SBA standards. In addition, at least persons who reside in the project area and who qualify under SBA standards as socially or economically disadvantaged own 51% of the business.
- (d.) SBA standards for qualification as a small business are as follows:

- (i.) Wholesale – annual receipts no more than \$5 million to \$15 million,  
depending on the industry.
- (ii.) Retail or Service – annual receipts no more than \$1 million to \$5 million,  
depending on the industry.
- (iii.) Construction – annual receipts not more than \$5 million, averaged over 3 years.
- (iv.) Manufacturing – no more than 250 to 1,500 employees, depending on the  
industry.

Precise criteria may be found in Part 121 Title 13 of the Code of Federal Regulations.

- (e.) Qualifications as an “economically or socially disadvantaged person” may be achieved by meeting any one of the following SBA standards.
  - (i.) Member of a minority group that has been deprived of access to normal economic financial resources.
  - (ii.) An identifiably physically handicapped person, where the handicap severely limits that person’s ability to obtain financial assistance to enter or to improve a business.
  - (iii.) Any person whose residence and business are located in an area where the local banking community is unable or unwilling to provide small business financing.
  - (iv.) Any honorably discharged Vietnam-era veteran (since August 1974).

### 3. Preliminary Statement of Work Force Needs

The Contractor anticipates new hires and the enrollment of \_\_\_\_\_ trainees or apprentices as a result of work to be performed under this contract. Contractor pledges that it will make a good faith effort to recruit:

lower income project area residents as regular employees, and

lower income project area residents as trainees or apprentices.

This good faith effort would include:

- (a.) Notification of recruitment sources that preference is hiring will be given to lower-income project area residents;
- (b.) Maintaining a listing of qualified lower income residents who apply for work during the life of the contract;
- (c.) Attempting to recruit the required number of lower income project area residents through local

advertising media and notification of community organizations.

#### 4. Affirmative Action Plan for Utilization of Section 3 Businesses

Contractor anticipates that it will be necessary to let

\$ \_\_\_\_\_, in subcontracts to fulfill its obligations under this contract.

Of this amount, contractor pledges to make a good faith effort to award subcontracts in the amount of \$ \_\_\_\_\_ to eligible Section 3 businesses. This good faith effort would include:

- (a.) The direct notification of eligible Section 3 businesses that a contract will be let, and the provision of information necessary to allow them maximum feasibility opportunity to develop and submit responsive bids.
- (b.) The inclusion in bid specifications of the Section 3 project area definition and the income limits for qualifications as a lower income person.
- (c.) Requiring the bidders to submit their own Section 3 Plans. Failure to submit a Section 3 Plan would result in rejection of the bidder as not being responsive.

#### 5. Record Keeping and Reporting

Contractor agrees to maintain a listing of qualified lower-income project area residents who apply for work during the life of this contract, and to secure the certification of such persons that they do in fact qualify as a lower income project area resident.

Contractor agrees to maintain data on employment, contracting and purchase of materials in sufficient detail to allow accurate preparation of Section 3 compliance reports.

Contractor agrees to submit to the grantee each month Section 3 Compliance reports for employment of lower income residents for utilization of businesses.

EXECUTED BY:

Name:

Title:

Signature:

#### 31. Current Prevailing Wage Rates

Contractor will pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. A copy of the current prevailing wage determination issued by the Department of Labor is included with this document.

<http://www.gpo.gov/davisbacon/ri.html>

For more information regarding prevailing wage rates, contact the RI Department of Labor at (401) 462-8527.

## 32. Federal Labor Standards Provisions form HUD-4010

Contractor agrees to comply with all provisions outlined in form HUD-4010.

### Applicability

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

- A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent

deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section l(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage

rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

- (ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

- (2) The classification is utilized in the area by the construction industry; and



- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage de-termination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a de-termination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate pre-scribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage de-termination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written re-request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or pro-gram.
- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of La-bor withhold or cause to be withheld from the contractor under this contract or any other Fed-eral contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any sub-contractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written

notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section

1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all sub-contractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the

contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the

applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprentice-ship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that de-termination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprentice-ship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work per-formed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved pro-gram for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage de-termination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered pro-gram shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration with-draws approval of a training program, the con-tractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
  - (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.
- 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
  - 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions re-quire, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration.....makes, utters or publishes any statement knowing the same to be false..... Shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

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

- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic

receives compensation at a rate not less than one and one-half times the basic rate of pay for all-hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages.

In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages.

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

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

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.
- (3) e Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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**(PREVAILING WAGES)**



General Decision Number: RI170001 05/05/2017 RI1

Superseded General Decision Number: RI20160001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
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0	01/06/2017
1	01/13/2017
2	01/27/2017
3	02/03/2017
4	02/17/2017
5	03/03/2017
6	03/10/2017
7	03/17/2017
8	04/07/2017
9	04/21/2017
10	05/05/2017

ASBE0006-006 06/01/2015

Rates	Fringes
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HAZARDOUS MATERIAL HANDLER  
(Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from

mechanical systems).....\$ 31.63 18.30

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ASBE0006-008 09/01/2015

Rates Fringes

Asbestos Worker/Insulator  
Includes application of  
all insulating materials,  
protective coverings,  
coatings & finishes to all  
types of mechanical systems.\$ 39.43 25.65

-----  
BOIL0029-001 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 42.42 24.92

-----  
BRRI0003-001 12/01/2016

Rates Fringes

Bricklayer, Stonemason,  
Pointer, Caulker & Cleaner.....\$ 37.38 25.30

-----  
BRRI0003-002 03/01/2017

Rates Fringes

Marble Setter, Terrazzo  
Worker & Tile Setter.....\$ 37.16 26.37

-----  
BRRI0003-003 03/01/2017

Rates Fringes

Marble, Tile & Terrazzo  
Finisher.....\$ 31.32 25.15

-----  
CARP0094-001 01/01/2017

Rates Fringes

CARPENTER (Includes Soft  
Floor Layer).....\$ 34.91 26.65  
Diver Tender.....\$ 35.91 26.65  
DIVER.....\$ 46.71 26.65  
Piledriver.....\$ 34.91 26.65  
WELDER.....\$ 35.91 26.65

FOOTNOTES:

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

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

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

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

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CARP1121-002 04/01/2017

	Rates	Fringes
MILLWRIGHT.....	\$ 35.97	27.50

-----  
ELEC0099-002 06/01/2016

	Rates	Fringes
ELECTRICIAN.....	\$ 36.83	58.39%
Teledata System Installer.....	\$ 27.62	13.42%+13.57

FOOTNOTES:

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

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

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ELEV0039-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 48.45	31.585+A+B

FOOTNOTES:

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

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

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ENGI0057-001 12/04/2016

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

GROUP 1.....	\$ 36.65	24.85+a
GROUP 2.....	\$ 32.27	24.85+a
GROUP 3.....	\$ 29.42	24.85+a
GROUP 4.....	\$ 35.70	24.85+a
GROUP 5.....	\$ 26.50	24.85+a
GROUP 6.....	\$ 20.50	24.85+a
GROUP 7.....	\$ 32.35	24.85+a
GROUP 8.....	\$ 36.27	24.85+a

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross Carrier, crane, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, graders, front end loader (3 yds. and over), vibratory hammer & vacuum truck, roadheaders, forklifts, economobile type equipment, tunnel boring machines, concrete pump and on site concrete plants.

GROUP 2: Oilers on cranes.

GROUP 3: Oiler on crawler backhoe.

GROUP 4: Bulldozer, bobcats, skid steer loader, tractor, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile-powered

sweeper (3-yd. capacity), 8-ft. sweeper minimum 65 HP).

GROUP 5: Well-point installation crew.

GROUP 6: Utility Engineers and Signal Persons

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 8: Boat & tug operator.

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ENGI0057-002 11/07/2016

	Rates	Fringes
Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water)		
GROUP 1.....	\$ 31.80	24.85+a
GROUP 2.....	\$ 26.50	24.85+a
GROUP 3.....	\$ 20.50	24.85+a
GROUP 4.....	\$ 27.08	24.85+a
GROUP 5.....	\$ 30.78	24.85+a
GROUP 6.....	\$ 30.40	24.85+a
GROUP 7.....	\$ 26.05	24.85+a
GROUP 8.....	\$ 27.43	24.85+a
GROUP 9.....	\$ 29.38	24.85+a

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

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

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP 2: Well point installation crew

GROUP 3: Utility engineers and signal persons

GROUP 4: Oiler on cranes

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

GROUP 6: Roller, skid steer loaders, street sweeper

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

GROUP 8: Stone crusher

GROUP 9: Mechanic & welder

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ENGI0057-003 12/04/2016

#### BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1.....	\$ 35.92	24.85+a
GROUP 2.....	\$ 35.70	24.85+a
GROUP 3.....	\$ 31.70	24.85+a
GROUP 4.....	\$ 28.85	24.85+a
GROUP 5.....	\$ 35.00	24.85+a
GROUP 6.....	\$ 34.57	24.85+a
GROUP 7.....	\$ 31.89	24.85+a

#### a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Digging machine, Ross carrier, crane, boomtrucks, lighter, locomotive, derrick, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 2: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 3: Fireman & oiler

GROUP 4: Oiler on crawler backhoe

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

GROUP 6: Well point installation crew

GROUP 7: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

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IRON0037-001 03/16/2017

	Rates	Fringes
IRONWORKER.....	\$ 34.89	26.02

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LABO0271-001 06/05/2016

BUILDING CONSTRUCTION

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 29.20	23.80
GROUP 2.....	\$ 29.45	23.80
GROUP 3.....	\$ 29.95	23.80
GROUP 4.....	\$ 30.20	23.80
GROUP 5.....	\$ 31.20	23.80

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

## GROUP 5: Toxic Waste Remover

LABO0271-002 06/05/2016

## HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
LABORER		
COMPRESSED AIR		
Group 1.....	\$ 46.63	21.80
Group 2.....	\$ 36.15	21.80
Group 3.....	\$ 48.63	21.80
FREE AIR		
Group 1.....	\$ 38.70	21.80
Group 2.....	\$ 36.15	21.80
Group 3.....	\$ 40.70	21.80
LABORER		
Group 1.....	\$ 29.20	21.80
Group 2.....	\$ 29.45	21.80
Group 3.....	\$ 30.20	21.80
Group 4.....	\$ 22.70	21.80
Group 5.....	\$ 31.20	21.80
OPEN AIR CAISSON, UNDERPINNING WORK AND BORING CREW		
Bottom Man.....	\$ 35.20	21.80
Top Man & Laborer.....	\$ 34.25	21.80
TEST BORING		
Driller.....	\$ 35.65	21.80
Laborer.....	\$ 34.25	21.80

## LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover



## LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

## LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

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PAIN0011-005 06/01/2016

	Rates	Fringes
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### PAINTER

Brush, Roller, Taper, Wall Coverer.....	\$ 32.02	20.15
Epoxy, Tanks, Towers, Swing Stage & Structural Steel.....	\$ 34.02	20.15
Spray, Sand & Water Blasting.....	\$ 35.02	20.15

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PAIN0011-006 06/01/2016

	Rates	Fringes
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GLAZIER.....	\$ 35.58	20.15
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### FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

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PAIN0011-011 06/01/2016

	Rates	Fringes
Painter (Bridge Work).....	\$ 46.95	20.15

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PAIN0035-008 06/01/2011

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

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PLAS0040-001 12/01/2016

BUILDING CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.95	26.70

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

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PLAS0040-002 07/24/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 29.65	21.45

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PLAS0040-003 07/11/2016

	Rates	Fringes
PLASTERER.....	\$ 33.25	26.20

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\* PLUM0051-002 05/01/2017

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.38	28.20

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ROOF0033-004 12/01/2016

	Rates	Fringes
ROOFER.....	\$ 34.85	22.52

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SFRI0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER.....	\$ 43.92	21.49

	Rates	Fringes
Sheet Metal Worker.....	\$ 35.20	32.81

TEAM0251-001 08/01/2016

HEAVY AND HIGHWAY CONSTRUCTION

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 26.71	22.6925+A+B+C
GROUP 2.....	\$ 26.86	22.6925+A+B+C
GROUP 3.....	\$ 26.91	22.6925+A+B+C
GROUP 4.....	\$ 26.96	22.6925+A+B+C
GROUP 5.....	\$ 27.06	22.6925+A+B+C
GROUP 6.....	\$ 27.46	22.6925+A+B+C
GROUP 7.....	\$ 27.66	22.6925+A+B+C
GROUP 8.....	\$ 27.16	22.6925+A+B+C
GROUP 9.....	\$ 27.41	22.6925+A+B+C
GROUP 10.....	\$ 27.21	22.6925+A+B+C

FOOTNOTES:

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

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

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

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

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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

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

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

Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

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

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## WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

## **DRAWINGS**

## DRAWINGS

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## **DISTRIBUTION OF QUANTITIES**

**“NOT USED”**

**PROPOSAL ITEM**

**“NOT USED”**

# **PROPOSAL**

## **PROPOSAL**

The undersigned bidder has carefully examined the site of the work described herein/ has become familiar with local conditions and the character and extent of the work/ has carefully examined the plans/ the State of Rhode Island Standards and Specifications For Historical Preservation with latest revisions and supplements to date of the contract/which are acknowledged to be a part of this proposal/ the special provisions, the proposal form/ the form of contract agreement, and form of contract bond, and thoroughly understands their stipulations, requirements and provisions.

The undersigned bidder has determined the quality and quantity of equipment and materials required, has investigated the location and determined the sources of supply of materials required, has investigated labor conditions, and has arranged for the continuous prosecution of the work herein described.

The undersigned bidder hereby agrees to be bound by the award of the contract and if awarded the contract on this proposal to execute within ten (10) days after notice of award the required contract agreement and the required contract bond, of which contract this proposal, the plans for the work, and the specifications as above indicated, shall be a part.

The undersigned bidder further agrees to provide all necessary equipment, tools, labor, incidentals and other means of construction to do all the work and furnish all materials of the specified requirements which are necessary to complete the work in accordance with the proposal, the plans and the specifications and agrees to accept therefore, as payment in full, the unit prices for the various items described in the specifications and set forth in the proposal. Any "extra" or "force account work" will be paid for as set forth in subsection 109.04, differing site conditions, changes, extra work and force account work/ of the standard specifications and the undersigned bidder hereby agrees to accept payment therefore as stated herein.

The bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease and agrees that all quantities of work, whether increased or decreased, are to be performed at the unit prices stated in the following estimate of quantities and schedule of prices for the work described, subject however, to changes in the contract.

## **PROPOSAL SPECIAL NOTICE**

Project Name:  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
FOR COMMERCIAL FAÇADE RESTORATION/SITE IMPROVEMENTS  
TO LOST BROTHERS PALLET CORP.

All items in the Proposal must have a unit bid price in words and figures. All unit bid prices must be extended. Bids will not be accepted if they contain no unit price for an item or if they contain zero in words and figures as the unit price bid.

Items preceded with the letter "S" in the proposal are Specialty Items.

**The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud. The undersigned bidder submits herewith, a proposal guarantee in the form of a bid bond in favor of the City of Woonsocket in the amount of 5% of the total or gross sum of the bid and agrees and consents that the proposal guarantee shall be forfeited to the City of Woonsocket as liquidated damages if the required contract agreement and contract bond are not executed within ten (10) days of the notice of award. All surety companies must be listed with The Department of the Treasury, Fiscal Services, Circular 570, (Latest Revision published by The Federal Register). The City of Woonsocket reserves the right to retain the surety of all bidders until the successful bidder enters into the Contract or until such time as the award or cancellation of the Contract is announced at which point Sureties will be returned to all bidders by the City of Woonsocket, Finance Department.**

Whoever, being an officer, agent, or employee of the United States, or of any State, or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false person as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the costs thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction of any highway or related project submitted for approval to the Secretary of the Department of Housing & Urban Development; or Whoever, knowingly makes any false statement, false representation, false report, or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any publicly funded project or related project approved by the Secretary of the Department of Housing & Urban Development; or Whoever, knowingly makes any false statement or false representation as to a material fact in any statement, certificate, or report submitted pursuant to all provisions as amended and supplemented. Shall be fined not more than \$10,000 or imprisoned not more than five years, or both. By signing here the signee agrees that the disk submitted is the same as the paper submitted and that any discrepancies may result in disqualification of the bid.

## **PROPOSAL**

BEING EITHER A (INDIVIDUAL, PARTNERSHIP, OR CORPORATION INCORPORATED) UNDER THE LAWS OF ANY STATE IN THE UNITED STATES OF AMERICA.

Contractor:
COMPOSED OF OFFICERS, PARTNERS OR OWNER, AS FOLLOWS:
President:
Vice - President:
Secretary:
Treasurer:
Address: _____

CERTIFICATION SUMMARY: I hereby certify that I have read all of the above requirements and understand that it affects the acceptability of my bid(s).

Name of Signatory - Title:	Date:
Total Bid Price for All Items Written in Words:	

The undersigned bidder declares that this Proposal is made without connection with any other person or persons making proposals for the same work, and is in all respects fair and without collusion or fraud.



**LOST BROTHERS PALLET COMPANY**  
**Commercial Façade & Site Improvements**  
**Woonsocket, Rhode Island**

**AA17030**

**SECTION 01 11 00**  
**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work encompassed in this contract shall include, but not be limited to, selective building demolition which removes existing storefront and installs a new overhead door, repairs the west elevation storefront, repair metalwork at entrances, overhang, and column and install new door. Site work will include selective demolition of paving at main entrance and minor regrading. The new site work is to install a new retaining wall constructed of bin blocks, adding new fence with gates and paving as indicated per the plans. Included is the installation of bollards at main entry.
- B. The Work includes but is not limited to Selective Demolition,.
- C. Coordination with Owner's separate concurrent contracts, if any.
- D. The Work will be constructed under a single prime construction contract.

**1.02 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

**1.03 FUTURE WORK**

- A. FUTURE CONTRACT: The Owner reserves the right to award contracts for additional work to be performed at the site during construction and following the Substantial Completion. Completion of that future work depends on the progress of, and the successful and timely completion of, the preparatory and related Work of this Contract.

**1.04 CONTRACTOR AND CONTRACTOR USE OF PREMISES**

- A. GENERAL: During the construction period, the Contractor shall have use of the premises for construction operations, including use of the site, to the extent as directed by the Owner. Their use of the premises is also limited by the Owner's right to perform work or to retain other contractors on portions of the Project.
- B. USE OF THE SITE: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated or as allowed by the Owner.

**1.05 OCCUPANCY REQUIREMENTS**

- A. PARTIAL OWNER OCCUPANCY: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building prior to Substantial Completion, provided such occupancy



does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. The Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner occupancy.
2. Obtain a Certificate of Occupancy from local building officials prior to Owner occupancy.
3. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
4. Upon occupancy, the Owner will assume responsibility for maintenance and custodial service for occupied portions of the building.

## **PART 2 PRODUCTS (Not Applicable)**

## **PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01 11 00**



**LOST BROTHERS PALLET COMPANY**  
**Commercial Façade & Site Improvements**  
**Woonsocket, Rhode Island**

**AA17030**

**SECTION 01 20 00**  
**PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01SECTION INCLUDES**

- A. Cash allowances.
- B. Unit cost allowances.
- C. Contingency allowance.
- D. Inspection and testing allowances.
- E. Schedule of Values.
- F. Change procedures.
- G. Procedures for preparation and submittal of Applications for Payment.

**1.02RELATED SECTIONS**

- A. Document 00 72 00 - General Conditions: Progress Payments and Final Payment.
- B. Section 01 31 13 – Project Coordination.
- C. Section 01 33 00 – Submittal Procedures.
- D. Section 01 78 88 – Closeout Procedures and Submittals..

**1.03CASH ALLOWANCES**

- A. COSTS INCLUDED IN ALLOWANCES: Cost of Product to Contractor, or Subcontractor, less applicable trade discounts; delivery to site and applicable taxes.
- B. COSTS NOT INCLUDED IN THE ALLOWANCE: Product handling at the site, including unloading uncrating and storage; protection of Products from elements and from damage and labor for installation and finishing.
- C. ARCHITECT RESPONSIBILITIES:
  - 1. Consult with Contractor in consideration and selection of Products, suppliers and installers.
  - 2. Select Products in consultation with Owner and transmit decision to Contractor.
  - 3. Prepare Change Order.

**D. CONTRACTOR RESPONSIBILITIES:**

1. Obtain proposals from suppliers and installers and offer recommendations. Assist Architect in selection of Products, suppliers and installers.
2. On notification of selection by Architect, execute purchase agreement with designated supplier and installer.
3. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
4. Promptly inspect Products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

E. Funds will be drawn from Cash Allowances only by Change Order.

**1.04 CONTINGENCY ALLOWANCES**

- A. Contractor's costs for Products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Allowance.
- B. Funds will be drawn from Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.
- D. No Contingency Allowances have been established to date.

**1.05 INSPECTION AND TESTING ALLOWANCES**

- A. COSTS INCLUDED IN ALLOWANCES: Cost of engaging an inspection or testing firm, execution of inspection or tests, reporting results.
- B. COSTS NOT INCLUDED IN THE ALLOWANCE
  1. Incidental labor and facilities required to assist inspection or testing firm.
  2. Costs of testing laboratory services required by Contractor separate from Contract Document Requirements.
  3. Costs of retesting upon failure of previous tests as determined by Architect.
- C. PAYMENT PROCEDURES
  1. Submit one copy of the inspection or testing firm's invoice with next application for payment.
  2. Pay invoice on approval by Architect.
- D. Funds will be drawn from inspection and testing allowances only by Change Order.
- E. At Project closeout, credit unused amounts remaining in the inspection and testing allowance to Owner by Change Order.
- F. INSPECTION AND TESTING ALLOWANCES:
  1. No Inspection and Testing Allowances have been established to date.

**1.06 SELECTION AND PURCHASE**

- A. At the earliest practical date after award of the Contract, advise the Architect of the date when the final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At the Architect's request, obtain proposals for each Allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by the Architect from the designated supplier.

**1.07 UNUSED MATERIALS**

- A. Return unused materials to the manufacturer or supplier for credit to the Owner, after installation has been completed and accepted.
  - 1. When requested by the Architect, prepare unused material for storage by Owner where it is not economically practical to return the material for credit. When directed by the Architect, deliver unused material to the Owner's storage space. Otherwise, disposal of unused material is the Contractor's responsibility.

**1.08 SCHEDULE OF VALUES**

- A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- C. FORMAT: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance and General Conditions.
- D. Include in each line item, the amount of Allowances specified in this Section. For Unit Cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.09 CHANGE PROCEDURES**

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201/CM Article 12.4 by issuing supplemental instructions on AIA Form G710 Architect's Supplemental Instructions or other similar form.
- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 7 days.
- C. The Contractor may propose a change by submitting request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.

- D. STIPULATED SUM/PRICE CHANGE ORDER: Based on Proposal Request and Contractor's fixed or maximum price quotation or Contractor's request for a Change Order as approved by Architect.
- E. UNIT PRICE CHANGE ORDER: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Authorization. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. CONSTRUCTION CHANGE AUTHORIZATION: Architect may issue a directive, on AIA Form G713 Construction Change Authorization or similar form, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. TIME AND MATERIAL CHANGE ORDER: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. CHANGE ORDER FORMS: AIA G701 Change Order.
- J. EXECUTION OF CHANGE ORDERS: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**1.10 ADMINISTRATIVE SUBMITTALS**

- A. APPLICATION FOR PAYMENT: In accordance with the General Conditions and as specified herein.
- B. FINAL APPLICATION FOR PAYMENT: As specified herein.

**1.11 SUBMITTALS**

- A. Submit proposals for purchase of products or systems included in Allowances, in the form specified for Change Orders.
- B. Submit invoices or delivery slips to show the actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit three copies of each Application for Payment.
- D. Submit an updated construction schedule with each Application for Payment.
- E. PAYMENT PERIOD: Submit at intervals stipulated in the Agreement.
- F. Submit under transmittal letter specified in Section 01 33 00.
- G. Submit lien waivers.

**1.12 FORMAT**

- A. AIA G702 - Application and Certificate for Payment, including continuation sheets when required.
- B. For each item, provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Applications; Work in Place and Stored Materials under this Application; Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

- C. Reference the General Conditions.

**1.13 SUBSTANTIATING DATA**

- A. When Architect requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

**1.14 PREPARATION OF APPLICATIONS**

- A. Present required information in typewritten form or on electronic media printout.
- B. Execute certification by signature of authorized officer.
- C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
- D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- E. Prepare Application for Final Payment as specified in Section 01 77 99.

**1.15 MEASUREMENT - GENERAL**

- A. Reference the General Conditions for additional requirements on Unit Price Work.
- B. All unit prices which are specified for measurement by the linear foot (LF) shall be measured from the beginning to the termination point of the unit being measured.
- C. Units of measure shall be as follows unless specified otherwise.

<u>Item</u>	<u>Method of Measurement</u>
LS	Lump Sum - Unit is one; no measurement will be made.
EA	Each - Field count by Engineer
LF	Linear Foot - Field measure by Engineer
SF	Square Foot - Field measure by Engineer
SY	Square Yard - Field measured by Engineer
CY	Cubic Yard – Field measure by Engineer using the Average-End-Area Method to calculate volume
TON	Ton - Certified truck scale

**1.16 PAYMENT**

- A. GENERAL: Progress payment requests shall be submitted monthly as specified in the General Conditions.
- B. Payment for Lump Sum Work covers all Work necessary to furnish, install and/or complete the Work of the Contract.
- X. Payment for unit price items covers all Work necessary to furnish, install and/or complete the item.
- Δ. Payment for equipment, materials and labor for items not included on the Bid shall be considered incidental and no separate payment will be made.

**1.17 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS**

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under the Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by Contractor.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by the Architect or Engineer.
6. Material remaining on hand after completion of Work.

**1.18 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT**

- A. FINAL PAYMENT: Will be made only for materials incorporated into the Work in the Contract; no partial payments shall be made for equipment or materials delivered to the site but not used.

**1.19 FINAL APPLICATION FOR PAYMENT**

- A. Reference the General Conditions, and as may otherwise be required in the Contract Documents.
- B. Prior to submitting final application, make acceptable delivery of required documents.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION**

**3.1 EXAMINATION**

- A. Examine products covered by an allowance promptly upon delivery for damage or defects.

**3.02 PREPARATION**

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**END OF SECTION 01 20 00**



**LOST BROTHERS PALLET COMPANY**  
**Commercial Façade & Site Improvements**  
**Woonsocket, Rhode Island**

**AA# 17030**

**SECTION 01 25 00**  
**SUBSTITUTIONS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Products, materials and equipment.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

**1.02 RELATED SECTIONS**

- A. Document 01 25 00 - Substitution procedures.
- B. Section 01 45 00 - Quality Control: Product quality monitoring.

**1.03 MANUFACTURED AND FABRICATED PRODUCTS**

PART 1 - Design, fabricate and assemble in accordance with the best engineering and shop practices.

PART 2 - Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.

PART 3 - Two or more items of the same kind shall be identical, by the same manufacturer.

PART 4 - Products shall be suitable for service conditions.

PART 5 - Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically reviewed by Architect.

PART 6 - Do not use material or equipment for any purpose other than that for which it is designed or is specified.

**1.04 MATERIAL AND EQUIPMENT INCORPORATED INTO THE WORK**

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type and quality specified, or as specifically reviewed by the Architect.



## **1.05 MANUFACTURER'S INSTRUCTIONS**

PART 1- When the Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, as specified in Section 01340 - Submittals.

PART 2- Maintain one set of complete instructions at the job site during installation and until completion.

PART 3- Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.

PART 4- Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.

PART 5- Do not proceed with Work without clear instructions.

PART 6- Perform Work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

## **1.06 CERTIFICATES OF CONFORMANCE AND MANUFACTURE**

PART 1 - In addition to other requirements specified herein, the Contractor shall furnish to the Architect, as specified in Section 01340 - Submittals, notarized certificates of conformance and manufacture that all materials and/or equipment to be furnished under this Contract meet the specification requirements. When directed, each shipment of material shall be accompanied by the manufacturer's notarized certificates of conformance and manufacture. Unless otherwise specifically specified, all testing of materials shall be provided by the Contractor at no additional expense to the Owner.

PART 2 - Each manufacturer's certificate shall be endorsed or accompanied by the Contractor's certificate that the material certified by the manufacturer will be the material incorporated in the Work.

## **1.07 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with Work and conditions at the site and also when two or more trades, contractors or suppliers are involved.
- B. Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier.
- C. Deliver products in undamaged condition, in manufacturer's original containers or packaging with identifying labels intact and legible.
- D. Receive and handle all materials and equipment, at the Project site, by conveyances or methods as recommended by the respective manufacturer or supplier to prevent damage to products.
- E. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are properly protected and undamaged.
- F. Remove from the site any material or item of equipment damaged during the transportation or handling process, and immediately replace at no additional cost to the Owner.

## **1.08 STORAGE AND PROTECTION**

- 1 Store products in accordance with the manufacturer's instructions, with seals and labels intact and legible.
- 2 Store products subject to damage by the elements in weathertight enclosures.
- 3 Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- 4 Maintain all storage areas in a clean and orderly condition at all times.

## **1.09 EXTERIOR STORAGE**

- A. Store fabricated products above the ground, on blocking or skids. Prevent soiling or staining. Cover products that are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
- B. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and are free from damage or deterioration.
- D. Replace any material or item of equipment damaged due to inadequate storage or protection and immediately replace at no additional cost to the Owner.

## **1.10 PROTECTION AFTER INSTALLATION**

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

## **1.11 PRODUCT OPTIONS**

- A. **PRODUCTS SPECIFIED BY REFERENCE STANDARDS OR BY DESCRIPTION ONLY:** Any product meeting those standards or description.
- B. **PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS:** Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. **PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS WITH A PROVISION FOR SUBSTITUTIONS:** It is the Bidder's responsibility to determine if the proposed substitute product is equal to the specified product. The Bidder may submit a request for substitution for any manufacturer not named for verification of the substitute product's acceptability. Products substituted by the Bidder without written approval of the Architect and carried by the Bidder in its Bid, is done so solely at the Bidder's risk. If the substitute product is subsequently not approved by the Architect because it does not equal or exceed the specified product in every aspect, the Bidder shall be obligated to provide the specified product at no additional cost to the Owner.
- D. All references to manufacturers or supplier's model numbers and other information herein are supplied to establish a minimum standard of performance, function, quality and appearance for the products to be incorporated into the project.

## **1.12 SUBSTITUTIONS**

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this Section.
- B. Thereafter, Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A REQUEST CONSTITUTES A REPRESENTATION THAT THE CONTRACTOR:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. SUBSTITUTION SUBMITTAL PROCEDURE
  - 1. Submit four copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  - 2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
  - 3. The Architect will notify the Contractor, in writing, of decision to accept or reject request.

**END OF SECTION 01 25 00**



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**SECTION 01 29 00**  
**PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Schedule of Values.
- B. Change procedures.
- C. Procedures for preparation and submittal of Applications For Payment.

**1.02 RELATED SECTIONS**

- A. Document 00 72 00 - General Conditions: Progress Payments and Final Payment.
- C. Section 01 33 00 – Submittal Procedures.
- D. Section 01 78 00 – Closeout Procedures and Submittals: Final Payment.

**1.03 SCHEDULE OF VALUES**

- A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- C. FORMAT: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance and General Conditions.
- D. Include in each line item, the amount of Allowances specified in this Section. For Unit Cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- E. Include within each line item, a directly proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.04 CHANGE PROCEDURES**

- A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by AIA A201 by issuing supplemental instructions on AIA Form G710 Architect's Supplemental Instructions or other similar form.

- B. The Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in Contract Time for executing the change. Contractor will prepare and submit an estimate within 7 days. The Contractor may propose a change by submitting request for change to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
- C. STIPULATED SUM/PRICE CHANGE ORDER: Based on Proposal Request and Contractor's fixed or maximum price quotation or Contractor's request for a Change Order as approved by Architect.
- D. UNIT PRICE CHANGE ORDER: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Construction Change Authorization. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- E. TIME AND MATERIAL CHANGE ORDER: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Architect will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- F. CONSTRUCTION CHANGE AUTHORIZATION: Architect may issue a directive, on AIA Form G713 Construction Change Authorization or similar form, signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- H. CHANGE ORDER FORMS: AIA G701 Change Order.
- I. EXECUTION OF CHANGE ORDERS: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

**1.05 ADMINISTRATIVE SUBMITTALS**

- A. APPLICATION FOR PAYMENT: In accordance with the General Conditions and as specified herein.
- B. FINAL APPLICATION FOR PAYMENT: As specified herein.

**1.06 SUBMITTAL PROCEDURES**

- A. Submit three copies of each Application for Payment.
- B. Submit an updated construction schedule with each Application for Payment.
- C. PAYMENT PERIOD: Submit at intervals stipulated in the Agreement.
- D. Submit under transmittal letter specified in Section 01 33 00.
- E. Submit lien waivers.

**1.06 FORMAT**

- A. AIA G702 - Application and Certificate for Payment, including continuation sheets when required.

B. For each item, provide a column for listing: Item Number; Description of Work; Scheduled Value, Previous Applications: Work in Place and Stored Materials under this Application: Authorized Change Orders; Total Completed and Stored to Date of Application; Percentage of Completion; Balance to Finish; and Retainage.

C. Reference the General Conditions.

**1.07 SUBSTANTIATING DATA**

A. When Architect requires substantiating information, submit data justifying dollar amounts in question.

B. Provide one copy of data with cover letter for each copy of submittal. Show Application number and date, and line item by number and description.

**1.08 PREPARATION OF APPLICATIONS**

A. Present required information in typewritten form or on electronic media printout.

B. Execute certification by signature of authorized officer.

C. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.

D. List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.

E. Prepare Application for Final Payment as specified in Section 01 77 99.

**1.09 PAYMENT**

A. GENERAL: Progress payment requests shall be submitted monthly as specified in the General Conditions.

B. Payment for Lump Sum Work covers all Work necessary to furnish, install and/or complete the Work of the Contract.

C. Payment for unit price items covers all Work necessary to furnish, install and/or complete the item.

D. Payment for equipment, materials and labor for items not included on the Bid shall be considered incidental and no separate payment will be made.

**1.10 NONPAYMENT FOR REJECTED OR UNUSED PRODUCTS**

A. Payment will not be made for following:

1. Loading, hauling, and disposing of rejected material.
2. Quantities of material wasted or disposed of in manner not called for under the Contract Documents.
3. Rejected loads of material, including material rejected after it has been placed by Contractor.
4. Material not unloaded from transporting vehicle.
5. Defective Work not accepted by the Architect or Engineer.
6. Material remaining on hand after completion of Work.

**1.11 PARTIAL PAYMENT FOR STORED MATERIALS AND EQUIPMENT**

- A. FINAL PAYMENT: Will be made only for materials incorporated into the Work in the Contract; no partial payments shall be made for equipment or materials delivered to the site but not used.

**1.12 FINAL APPLICATION FOR PAYMENT**

- A. Reference the General Conditions, and as may otherwise be required in the Contract Documents.
- B. Prior to submitting final application, make acceptable delivery of required documents.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01 29 00**



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**SECTION 01 31 13**  
**PROJECT COORDINATION**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination, administrative procedures and conservation.
  - 2. Submittals.
  - 3. Field engineering.
  - 4. Cleaning and protection.

**1.02 RELATED SECTIONS**

- A. Section 01 31 19 - Project Meetings: Progress and coordination meetings, pre-installation conferences.
- B. Section 01 33 00 – Submittal Procedures: Contractor's Construction Schedule.
- C. Section 01 60 00 – Product Requirements: Materials and Equipment.
- D. Section 01 77 99 – Closeout Procedures and Submittals.
- E. Section 01 78 39 - Project Record Documents.

**1.03 COORDINATION**

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection and operation.
  - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports and attendance at meetings.



1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. **ADMINISTRATIVE PROCEDURES:** Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  1. Preparation of schedules.
  2. Installation and removal of temporary facilities.
  3. Delivery and processing of submittals.
  4. Progress meetings.
  5. Project closeout activities.
- D. **CONSERVATION:** Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water and materials.
  1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

#### **1.04 SUBMITTALS**

- A. **COORDINATION DRAWINGS:** Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
  1. Show the relationship of components shown on separate Shop Drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section 01 33 00 – Submittal Procedures.
- B. **STAFF NAMES:** Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the superintendent and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
  1. Post copies of the list in the Project meeting room, the temporary field office and each temporary telephone.

#### **1.05 FIELD ENGINEERING**

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to the Architect.
- B. Contractor to locate and protect survey control and reference points.
- C. Control datum for survey is that shown on Drawings.
- D. Provide field engineering services. Establish elevations, lines and levels utilizing recognized engineering survey practices.
- E. Submit a copy of registered site drawing and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION**

**3.01 GENERAL COORDINATION PROVISIONS**

- A. INSPECTION OF CONDITIONS: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

**3.02 CLEANING AND PROTECTION**

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period.
- C. LIMITING EXPOSURES: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading; Excessive internal or external pressures.
  - 2. Excessively high or low temperatures; Thermal shock; Excessively high or low humidity; Water or ice.
  - 3. Air contamination or pollution; Solvents, chemicals, light, radiation; Excessive weathering.
  - 4. Puncture, abrasion, heavy traffic.
  - 5. Soiling, staining and corrosion.
  - 6. Bacteria; Rodent and insect infestation.
  - 7. Combustion; Electrical current.
  - 8. High-speed operation; Improper lubrication; Unusual wear or other misuse; Misalignment.
  - 9. Contact between incompatible materials.
  - 10. Destructive testing;
  - 11. Unprotected storage, improper shipping or handling.
  - 12. Theft or vandalism.

**END OF SECTION 01 31 13**



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**SECTION 01 31 19**  
**PROJECT MEETINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pre-Construction Conference and Progress Meetings

**1.02 REQUIREMENTS INCLUDED**

- A. The Contractor shall schedule and administer the Pre-Construction Conference and shall:
1. Prepare the agenda for the meeting.
  2. Notify all parties required to attend meeting.
  3. Make physical arrangements for meeting.
  4. Preside at meeting.
  5. Record the minutes, including significant proceedings and decisions.
  6. Reproduce and distribute copies of minutes within seven (7) calendar days after the meeting to participants in the meeting and other parties affected by decisions made at the meeting.
- B. The Contractor shall schedule and administer periodic progress meetings, and specially called meetings throughout the progress of the work. The Contractor shall:
1. Prepare agenda for meetings.
  2. Make physical arrangements for meetings.
  3. Preside at meetings.
  4. Record the minutes, including significant proceedings and decisions.
  5. Reproduce and distribute copies of minutes within five (5) calendar days after each meeting to participants in the meeting and other parties affected by decisions made at the meeting.
- C. Representatives of Contractors, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.

**1.02 PRE-CONSTRUCTION CONFERENCE**

- A. ATTENDANCE: Owner and/or representative, Architect, Contractor, Contractor's Superintendent, major Subcontractors, major suppliers and others as appropriate.

**B. SUGGESTED AGENDA**

1. Distribution and discussion of
  - a. List of major Subcontractors and suppliers.
  - b. Projected construction schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. PROJECT COORDINATION: Designation of responsible personnel.
5. Procedures and processing of Field decisions, Proposal requests, Submittals, Change Orders and Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Project Record Documents.
8. USE OF PREMISES
  - a. Office, work and storage areas.
  - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Traffic Maintenance Plan.
11. Temporary utilities.
12. Safety and first-aid procedures.
13. Security procedures.
14. Housekeeping procedures.
15. Place, date and time for regular progress meetings.

**1.03 PROGRESS MEETINGS**

- A. Conduct regular scheduled progress meetings at place, dates and times agreed upon at the Pre-Construction Conference.
- B. Conduct additional meetings as progress of the work dictates.
- C. ATTENDANCE: Architect and his professional consultants as needed, Owner or representative (when required), Contractor, Contractor's Superintendent, Subcontractors as appropriate to the agenda, suppliers as appropriate to the agenda and others as required.
- D. SUGGESTED AGENDA
  1. Review approval of minutes of previous meeting.
  2. Review of work progress since previous meeting.
  3. Field observations, problems and conflicts.

4. Problems that impede construction schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to construction schedule.
8. Progress schedule during succeeding work period.
9. Maintenance of quality standards.
10. Pending changes and substitutions.
11. Coordination of schedules.
12. Review submittal schedules; expedite as required.
13. Review proposed changes for:
  - A. Effect on Construction Schedule and on completion date.
  - B. Effect on subcontracts of the project.
14. Other business.

## **PART 2 PRODUCTS (Not Applicable)**

## **PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01 31 19**



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**SECTION 01 33 00**  
**SUBMITTAL PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for non-administrative Submittals, including shop drawings, product data, samples and other miscellaneous work-related submittals. Shop drawings, product data, samples and other work-related submittals are required to amplify, expand and coordinate the information contained in the Contract Documents.
  - 1. Refer to other Division 1 Sections and other Contract Documents for specifications on administrative, non-work-related submittals. Such submittals include, but are not limited to the following items:
    - a. Permits; Written consents; Manifests
    - b. Payment applications; Performance and payment bonds; Insurance certificates.
    - c. Inspection and test reports; Progress reports.
    - d. Listing of subcontractors; Construction schedules.
- B. SHOP DRAWINGS: Technical drawings and data that have been specially prepared for this Project, including but not limited to the following items:
  - 1. Fabrication and installation drawings; Coordination drawings (for use on-site).
  - 2. Schedules.
  - 3. Design-mix formulas.
- C. PRODUCT DATA: Standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to the following items:
  - 1. Manufacturer's product specifications and installation instructions; Catalog cuts.
  - 2. Roughing-in diagram and templates; Standard wiring diagrams; Operational range diagrams.
  - 3. Printed performance curves.
- D. SAMPLES: Physical examples of work, including but not limited to the following items:
  - 1. Partial sections of manufactured or fabricated work.
  - 2. Small cuts or containers of materials.



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3. Complete units of repetitively used materials.

- E. MISCELLANEOUS SUBMITTALS: Work-related, non-administrative submittals that do not fit in the three previous categories, including, but not limited to the following:
  - 1. Specially prepared and standard printed warranties; Testing and certification reports.
  - 2. Project photographs; Record Drawings; Field measurement data.
  - 3. Keys and other security protection devices.

## **1.02 RELATED DOCUMENTS**

- A. Drawings, General Provisions of the Contract and Division 1 Specification Sections apply to work of this Section.

## **1.03 SUBMITTAL PROCEDURES**

- A. GENERAL: Refer to the General Conditions for basic procedures for submittal handling.
- B. COORDINATION: Coordinate the preparation and processing of submittals with the performance of the work. Coordinate each separate submittal with other submittals and related activities such as testing, purchasing, fabrication, delivery and similar activities that require sequential activity.
  - 1. Coordinate the submittal of different units of interrelated work so that one submittal will not be delayed by the Architect's need to review a related submittal. The Architect reserves the right to withhold action on any submittal requiring coordination with other submittals until related submittals are forthcoming.
- C. SCHEDULING: In each appropriate administrative submittal, such as the Progress Schedule, show the principal work-related submittals and time requirements for coordination of submittal activity with related work.
- D. COORDINATION OF SUBMITTAL TIMES: Prepare and transmit each submittal to the Architect sufficiently in advance of the scheduled performance of related work and other applicable activities. Transmit different kinds of submittals for the same unit of work so that processing will not be delayed by the Architect's need to review submittals concurrently for coordination.
- E. REVIEW TIME: Allow sufficient time so that the installation will not be delayed as a result of the time required to properly process submittals, including time for re-submittal, if necessary. Advise the Architect on each submittal, as to whether processing time is critical to the progress of the work, and if the work would be expedited if processing time could be shortened.
  - 1. Allow Fourteen (14) calendar days for the Architect's initial processing of each submittal. Allow a longer time period where processing must be delayed for coordination with subsequent submittals. The Architect will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.
  - 2. Allow seven (7) calendar days for reprocessing each submittal.
  - 3. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Architect sufficiently in advance of the work.
- F. SUBMITTAL PREPARATION: Mark each submittal with a permanent label for identification. Provide the following information on the label for proper processing and recording of action taken.
  - 1. Project name; Date.
  - 2. Name and address of Owner, Contractor and Supplier.



3. Name of manufacturer; Number and title of appropriate Specification Section; Drawing number and detail references, as appropriate; Similar definite information as necessary.
  4. Provide a space on the label for the Contractor's review and approval markings, and a space for the Architect's "Action" marking.
- G. SUBMITTAL TRANSMITTAL: Package each submittal appropriately for transmittal and handling. Transmit four (4) copies, plus the number of copies the Contractor wants returned to him after review of each submittal by the Architect, and to other destinations as required, by use of a transmittal form. Prepare a separate transmittal form for each division of work and identify each submittal by Specification Section number on the transmittal form. Submittals received from sources other than the Contractor will be returned to the sender "without action".
1. Record relevant information and requests for data on the transmittal form. On the transmittal form, or on a separate sheet attached to the form, record deviations from the requirements of the Contract Documents, if any, including minor variations and limitations.
  2. Submittals will be accepted by the Architect if transmitted via E-mail.
  3. **No submittals will be accepted by the Architect if transmitted via FAX machine.**
  4. Include the Contractor's signed certification stating that information submitted complies with requirements of the Contract Documents.
  5. Sequentially number the transmittal forms; re-submittals to have original number with an alphabetic suffix.
- H. CONTRACTOR'S REVIEW: Stamp of approval indicates to Owner and Architect that all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data have been determined and verified, and that each submittal has been reviewed or coordinated with requirements of Work and Contract Documents. **Failure to provide the Contractor's Review Stamp shall be grounds for the Submittal to be returned to the Contractor with no action taken.**
- I. No portion of Work requiring shop drawings shall be started or any materials be fabricated, delivered to site or installed prior to approval of such items. Fabrication performed, materials purchased or on-site construction accomplished which does not conform to approved shop drawings and data shall be at Contractor's risk. Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.
- J. Project work, materials, fabrications and installation shall conform to approved shop drawings.

## 1.04 PERFORMANCE REQUIREMENTS

### A. MISCELLANEOUS SUBMITTALS

1. INSPECTION AND TEST REPORTS: Classify each inspection and test report as being either "shop drawings" or "product data" depending on whether the report is specially prepared for the project, or a standard publication of workmanship control testing at the point of production. Process inspection and test reports accordingly.
2. SURVEY DATA: Provide copies of all survey data collected for property surveys, field measurements, quantitative records of actual work, damage surveys and similar data required by the individual Sections of these specifications. None of the specified copies will be returned.
3. STANDARDS: Where submittal of a copy of standards is indicated, and except where copies of standards are specified as an integral part of a "Product Data" submittal, submit a single copy of standards for the Architect's use. Where workmanship, whether at the project site or elsewhere, is governed by a standard, furnish additional copies of the standard to installers, Owner's field representative and others involved in the performance of the Work.

4. CLOSEOUT SUBMITTALS: Refer to section "Project Closeout" and to individual Sections of these specifications for specific submittal requirements of project closeout information, materials, tools and similar items.
  - a. RECORD DOCUMENTS: Furnish set of original documents as maintained on the project site.
5. GENERAL DISTRIBUTION: Provide additional distribution of submittals to Subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for the proper performance of the Work. Include such additional copies of submittals in the transmittal to the Architect where the submittals are required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

#### 1.05 ARCHITECT'S ACTION

- A. GENERAL: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect will review each submittal, mark with appropriate "Action", and where possible return within twenty-one (21) calendar days of receipt. Where the submittal must be held for coordination the Architect will so advise the Contractor without delay.
- B. ACTION STAMP: The Architect will stamp, sign and date each submittal copy to be returned to Contractor and indicate disposition of each submittal in accordance with the following grading requirements:
  1. "Approved" or "Reviewed" indicates that Architect notes no exception to the intent of the Contract Documents. Fabrication of item may commence.
  2. "Not Approved" or "Rejected" indicates nonconformance with the Contract requirements. The Architect will state the reasons for rejections.
  3. "Revise and Resubmit" indicates nonconformance with the Contract requirements or that too many corrections would be necessary. No fabrication may commence.
- C. ARCHITECT'S REVIEW
  1. Architect's review of submitted drawings and data will cover only general conformity to drawings and specification, external connections and dimensions which affect layout.
  2. Architect's review does not indicate thorough review of all dimensions.
  3. **Architect's review of submittals does not relieve Contractor's responsibility for errors, omissions or deviations, field verification of all dimensions nor responsibility for compliance with Contract Documents.**

#### 1.06 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Architect and resubmit until they are denoted "Approved", "Reviewed", "Approved as Noted" or "Furnish As Corrected" by the Architect. Resubmission requirements specified in individual specifications Sections, which differ from these requirements, will take precedence over these requirements.
- B. SHOP DRAWINGS AND PRODUCT DATA
  1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
  2. Indicate any changes which have been made other than those requested by the Architect.
- C. SAMPLES: Submit new samples as required for initial submittal

**1.07 DISTRIBUTION**

- A. Distribute reproductions of shop drawings and copies of product data which carry the Architect's stamp denoting "Approved", "Reviewed", "Approved as Noted" or "Furnish As Corrected" to:
  - 1. Job site file; Record documents file.
  - 2. Subcontractors; Supplier or fabricator.
- B. Distribute samples which carry the Architect's stamp denoting "Approved", "Reviewed", "Approved as Noted" or "Furnish As Corrected" as directed by the Architect.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01 33 00**



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**SECTION 01 45 00**  
**QUALITY CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Quality assurance and control of installation.
- B. References.
- C. Inspection and testing laboratory services.
- D. Manufacturers' field services and reports.

**1.02 RELATED SECTIONS**

- A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.
- B. Section 01 45 29 – Testing Laboratory Services.
- C. Section 01 60 00 – Product Requirements: Requirements for material and product quality.

**1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. 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.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

**1.04 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 for Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

**1.05 INSPECTION AND TESTING LABORATORY SERVICES**

- A. The Contractor will appoint and employ services of an independent firm, acceptable to the Owner and Architect, to perform inspection and testing. Contractor shall pay for services from an Allowance specified in Section 01 21 00 – Allowances.
- B. The independent firm will perform inspections, tests and other services specified in individual specification Sections and as required by the Architect.
- C. Reports will be submitted by the independent firm to the Architect, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- D. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify Architect and independent firm 48 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Sum.

**1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS**

- A. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect/Owner.
- 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, test, adjust 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 within 30 days of observation to Architect for review.

**PART 2 PRODUCTS (Not Applicable)****PART 3 EXECUTION (Not Applicable)****END OF SECTION 01 45 00**



**LOST BROTHERS PALLET COMPANY**  
**Commercial Façade & Site Improvements**  
**Woonsocket, Rhode Island**

**AA# 17030**

**SECTION 01 50 00**  
**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Mobilization and demobilization.
- B. Temporary Utilities.
- C. Construction facilities.
- D. Vehicular access and parking.
- E. Temporary barriers and enclosures.
- F. Protection of Work.
- G. Temporary controls.
- H. Project identification.

**1.02 RELATED SECTIONS**

- A. Drawings, General Provisions of the Contract and Division 1 Sections apply to work of this Section.

**1.03 GENERAL**

- A. The limits of the site and areas designated for Contractor staging are shown on the Drawings.
- B. The limits of the Owner's property are shown on the Drawings.
- C. In the event additional space is required for the Contractor's operations, the Contractor shall make its own arrangements and pay for such additional space.

**1.04 PRIVATE LAND**

- A. The Contractor shall not enter or occupy private land outside of easements, except by written permission of the property Owner. Furnish Architect with copies of all agreements the Contractor has with property Owners to enter or occupy private lands.

**1.05 PERMITS AND TEMPORARY FACILITIES**

- A. The Contractor shall obtain necessary permits, coordinate and provide all temporary facilities as required for performing the work, including any facilities specified for the Owner's or the Architect's use.

**1.06 CONTROL OF TEMPORARY FACILITIES**

- A. All temporary facilities shall be subject to the control and direction of the Owner.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**3.01 MOBILIZATION**

- A. Provide all work necessary to move in personnel and equipment, set up Contractor's temporary offices, buildings, facilities, utilities, prepare the site for construction.
- B. Set up construction facilities in a neat and orderly manner within the Contractor's staging area and at a location acceptable to the Architect. Accomplish all required work in accordance with applicable portions of these Specifications. Confine operations within the general work limits shown or established.

**3.02 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS**

- A. Completely remove temporary above grade or buried utilities, equipment, facilities, materials and equipment prior to Substantial or when their use is no longer required.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Temporary sheds, utilities, barricades, signs and other appurtenances related to prosecution of the Work and not incorporated in the permanent construction shall be completely removed from the site prior to acceptance of work by Owner.
- D. Upon completion of work of all trades and before final acceptance of entire Project, each trade shall remove, at its own expense, all wiring, appurtenances and accessories used in performance of its respective work.
- E. Clean and repair damage caused by installation or use of temporary work.
- F. Restore permanent facilities used during construction to specified condition.

**3.03 DEMOBILIZATION**

- A. At the completion of the work and immediately prior to final inspection, clean the entire project area removing all debris, soil and rubbish.
1. Should Contractor not remove rubbish or debris or not clean the facilities and site as specified above, the Owner reserves the right to have final cleaning done by others at the sole expense of the Contractor.
- B. The Contractor shall:
1. Employ experienced workers or professional cleaners for final cleaning.
2. Conduct final inspection of concealed spaces in preparation for Contract completion.
3. Remove from the property temporary structures and materials, equipment and appurtenances not required as part of, or appurtenant to, the completed work.
4. Leave watercourse, gutters and ditches open and in condition satisfactory to Architect.

**3.04 TEMPORARY UTILITIES**

- A. The Contractor shall coordinate for and obtain the necessary permits for connection to these services.

### **3.05 TEMPORARY HEATING AND VENTILATION**

- A. Provide temporary heating when temperature falls below 50 deg. F and as otherwise required to:
  - 1. Maintain working conditions acceptable to Architect.
  - 2. Protect all work, materials and equipment against damage from dampness or cold.
  - 3. Dry out structures. Maintain proper conditions for installation and curing of materials.
- B. Ensure that heating equipment and fuels are compatible for particular purpose and include safety devices in accordance with industry standards.
- C. Do not use combustion type heaters without proper venting or in areas where such equipment might introduce a hazard.
- D. Ensure that all enclosed areas are ventilated (using forced-draft equipment when necessary) as required to maintain proper conditions for personnel, and work, and to avoid any accumulation of hazardous dust or fumes.
- E. Pay costs associated with furnishing, installing, maintaining, operating and removing of heating and ventilation equipment.

### **3.06 TEMPORARY WATER**

- A. Owner will provide water supply as required for used in connection with Work to be done under this Contract.
- B. The Contractor shall pay for the cost of the water usage.

### **3.07 TEMPORARY ELECTRICITY AND/OR LIGHTING**

- A. Arrange with utility company and Owner to provide all power for heating, lighting, operation of equipment or for any other required use. Pay costs for service and for power used.
- B. Install circuit and branch wiring, with area distribution boxes located so that power and lighting is available throughout construction by use of construction-type power cords.
- C. Provide artificial lighting for areas of work when natural light is not adequate for work, and for areas accessible to public.
- D. Furnish all extension cords, sockets, lamps, motors and accessories for work. Ground all outlets.
- E. All temporary wiring, service equipment and accessories thereto installed shall be removed at expense of Contractor after serving its purpose.
- F. Contractor is required to pay for replacement of all lamps broken and/or removed from premises during construction period and until date of Substantial Completion of Work and written acceptance by Owner.

### **3.08 TELEPHONE SERVICE**

- A. Provide, maintain and pay for telephone service to field office at time of project mobilization.

### **3.09 INTERFERENCE WITH EXISTING STRUCTURES**



- A. Whenever it may be necessary to cross or interfere with existing culverts, drains, water pipes or fixtures, guardrails, fences, or other structures needing special care, due notice shall be given to the Architect and to the various public and private agencies or individuals responsible for the utility or structure that is interfered with.
- B. Whenever required, all objects shall be strengthened to meet any additional stress that the work herein specified may impose upon it, and any damage caused shall be thoroughly repaired.
- C. The entire Work shall be the responsibility of the Contractor and the Work shall be performed at no additional expense to the Owner.
- D. 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 Architect at no additional expense to the Owner.

### **3.10 FIELD OFFICES AND SHEDS**

- A. OFFICE: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment, and equipped with sturdy furniture and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
- C. Provide separate private office, similarly equipped and furnished, for use of Owner. This office may be located in a job trailer, shared with the Contractor.
- D. Coordinate locations of offices and sheds with the Owner and Architect.
- E. Contractor's project signage shall be subject to the direction and control of the Owner.

### **3.11 TEMPORARY SANITARY FACILITIES**

- A. Furnish temporary sanitary facilities at site for needs of all construction workers and others performing work or furnishing services on project.
- B. Ensure that sanitary facilities are:
  - 1. Of a capacity acceptable to Architect and authorities having jurisdiction over the Project.
  - 2. Maintained throughout construction period.
  - 3. Obscured from public view to greatest extent possible and secured to prevent vandalism.
- C. Furnish at least one toilet for each 20 workers if toilets of chemically treated type are used.
- D. Service, clean and maintain facilities and enclosures.
- E. Enforce use of such sanitary facilities by all personnel at site.
- F. Pay costs associated with furnishing, installing, maintaining, operating and removing sanitary facilities.

### **3.12 VEHICULAR ACCESS**

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.

**3.13 PARKING**

- A. Provide parking facilities for Contractor, Owner and Architect personnel working on the project.
- B. Arrange for and provide temporary parking areas to accommodate construction personnel as required.
- C. When site space is not adequate, provide additional off-site parking as required.

**3.14 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather-tight closure of exterior openings to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification Sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.
- B. Provide temporary roofing as required.

**3.15 INTERIOR ENCLOSURES**

- A. Provide temporary partitions and ceilings as required to separate work areas from Owner occupied areas, to prevent penetration of dust and moisture into Owner occupied areas and to prevent damage to existing materials and equipment.
- B. CONSTRUCTION: Framing, plywood and gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces; insulated to R-13, STC rating of 35 in accordance with ASTM E90 and maximum Flame Spread Rating of 75 in accordance with ASTM E84.
- C. Paint surfaces exposed to view from Owner occupied areas.

**3.16 BARRICADES**

- A. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

**3.17 FENCING**

- A. Construct temporary fence as required for the protection of the Contractor's materials, tools and equipment. Maintain fence during construction.
- B. CONSTRUCTION: Commercial grade chain link fence, six feet in height.
- C. Provide 6-foot high vehicular and gates with locks at access roads into site.

**3.18 SECURITY BARRIERS**

- A. Provide security barriers to prevent unauthorized entry to construction areas to allow for Owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage or unexplained disappearance of property of the Owner or Contractor, whether or not forming part of the Work, located within the limits of Work. The Contractor shall have full responsibility for the security of such property located in such areas and shall reimburse the Owner for

any such loss, damage or injury, except such as may be directly caused by agents or employees of the Owner.

- C. Coordinate with Owner's security program.

### **3.19 PUBLIC SAFETY**

- A. At all times until final acceptance of Work by Owner, the Contractor shall protect Work and shall take all precautions of preventing injuries to persons or damage to property on or about site.
- B. Contractor shall comply with all applicable laws, ordinances, rules and regulations regarding safety of persons or property or with regard to protecting them from damage, injury or loss and shall not load or permit any part of Work to be placed so as to endanger safety of Work.
- C. If Contractor constructs temporary bridges or provides temporary crossing of streams, Contractor's responsibility for accidents shall include roadway and sidewalk approaches as well as structure of such crossings.
- D. Conduct work such that abutters shall have reasonable access to their property. Contractor shall be responsible for providing such reasonable safe means of access to public way as Architect deems essential. When it is necessary to leave materials and equipment upon highway or city or town way, place them so as to cause least possible obstruction to drainage, pedestrian and other travel.

### **3.20 CARE AND PROTECTION OF PROPERTY**

- A. The Contractor shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the Work on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before the damage was done, or he shall make good the damage in other manner acceptable to the Architect.
- B. All sidewalks which are disturbed by the Contractor's operations shall be restored to their original condition by the use of similar or comparable materials. All curbing shall be restored in a condition equal to the original construction and in accordance with the best modern practice.
- C. Along the location of this Work, all fences, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner. All grass areas beyond the limits of construction which have been damaged by the Contractor shall be regraded and seeded, subject to the approval of the Architect.
- D. Trees close to the work shall be boxed or otherwise protected against injury. The Contractor shall trim all branches that are likely to be damaged because of his operations, but in no case shall any tree be cut or removed without prior notification of the Architect. All injuries to bark, trunk, limbs and roots of trees shall be repaired by dressing, cutting and painting according to approved methods, using only approved tools and materials, subject to the approval of the Owner.
- E. The protection, removal and replacement of existing physical features along the line of Work shall be a part of the Work under the Contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the items in the proposal.

### **3.21 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables and cesspools adjacent to trench excavations, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the

Contractor's operations shall be repaired by him at his expense, to the damaged items original condition.

- B. The Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water, gas, electric and telephone services, drain lines and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this section shall be a part of the work under the Contract and all costs in connection therewith shall be included in the unit prices established in the proposal.

### **3.22 PROTECTION OF WORK**

- A. The Contractor shall at all times protect excavations, trenches, new construction, old construction, all job materials, apparatus and fixtures from rain, wind, snow, ice, dust, dirt, mud, groundwater, back-up or leakage of sewers, drains or other piping, and from water of any other origin, and shall remove promptly any accumulation of the above. He shall provide and operate all pumps, piping and other equipment necessary to this end at no additional cost to Owner.
- B. Thoroughly protect all completed work and all stored materials.
- C. Provide boards, cloths, planks, waterproof paper, canvas or other approved protection and use as necessary to prevent any damage.
- D. Provide protective measures to prevent damage to lawns, trees and shrubs to remain after Project is complete.
- E. Protect, at end of each day's work, such Work that may be liable to damage by the elements.
- F. Replace or rectify work or materials damaged by workmen, by the elements or by any other cause, to the satisfaction of the Architect and at no additional expense to the Owner.
- G. Repair streets, curbs, sidewalks, poles, grass, shrubs, trees or other existing site features, if disturbed by building operations. Leave them in as good condition as they were before being disturbed.
- H. Do not allow workmen, including those of any Subcontractor or supplier, to mark finish surfaces with marking pens or other such devices that are not readily erasable.
- I. Protect installed Work and provide special protection where specified in individual specification Sections.
- J. Provide temporary and removable protection for installed products. Control activity in immediate work area to minimize damage.
- K. Provide protective coverings at walls, projections, jambs, sills and soffits of openings.
- L. Protect finished floors, stairs and other surfaces from traffic, dirt, wear, damage or movement of heavy objects by protecting with durable sheet materials.
- M. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- N. Prohibit traffic from landscaped areas.

**3.23 OPEN EXCAVATIONS**

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property.
- B. The Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required.
- C. The length of open trench will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Architect and/or the local authorities having jurisdiction over the Project.
- D. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Architect and/or the local authority may require special construction procedures such as limiting the length of open trench, prohibiting stacking excavated material in the street, and requiring that the trench shall not remain open overnight.
- E. The Contractor shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment or other obstacles which could be dangerous to the public shall be well lighted at night.

**3.24 LENGTH OF TRENCH TO BE OPENED, MAINTAINING PREMISES FREE FROM OBSTRUCTIONS, CROSSOVERS, DIRECTIONAL SIGNS AND LIGHTS**

- A. 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 for installation of Work.
- B. In determining the length of open trench or spaces for equipment, materials, supplies and other necessities, the Contractor 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.
- C. All Work must be constructed with a minimum of inconvenience and danger to the public and all other parties concerned. Trench excavations shall be completely backfilled at the end of each day, or covered with steel traffic plates, as directed by the Architect and/or as required by authorities having jurisdiction over the Project.
- D. Whenever any trench obstructs pedestrian and vehicular traffic in or to any public street, private driveway or property entrance, or on 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.
- E. Until such time 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.
- F. Suitable signs, lights and such required items to direct traffic shall be furnished and maintained by the Contractor
- G. The Contractor must keep streets and premises free from unnecessary obstructions, debris and all other materials.
- H. The Architect or local authority 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, and should the Contractor fail to remove such material within 24 hours after notice to remove the same, the Architect or local authority may cause any part or all of such materials to be removed by such persons as he may employ, at the Contractor's expense, and may deduct the cost thereof from payment which may be or may become due to the Contractor under the Contract. In special cases, where public safety urgently demands it, the Architect or local authority may cause such materials to be removed without prior notice.

### **3.25 EROSION AND SEDIMENT CONTROL**

- A. GRADE SITE TO DRAIN. Maintain excavations free of water. Provide, operate and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion and accumulation of sediment in utility structures or other similar undesirable locations.

### **3.26 REMOVAL OF WATER AND PROTECTION FROM FLOODING**

- A. The Contractor shall construct and maintain, at no additional expense to the Owner, all pumps, drains, well points or any other facility for the control and collection of groundwater and/or surface water and provide all pumps and piping for the removal of water from the trenches and excavations so that all trenches and excavations may be kept free from water at all times and so that all construction work may be performed in the dry.
- B. Any damage resulting from the failure of the dewatering operations of the Contractor and any damage resulting from the failure of the Contractor to maintain the areas of all work in a suitable dry condition shall be repaired by the Contractor as directed by the Architect at no additional expense to the Owner.
- C. The Contractor's pumping and dewatering operations shall be carried out in accordance with RIDEM regulations and in such a manner as to prevent damage to existing structures and utilities and the contract Work and so that no loss of ground will result from these operations.
- D. Precautions shall be taken to protect existing and new Work from flooding during storms or from other causes. Pumping shall be continuous where directed by the Architect to protect the Work and/or to maintain satisfactory progress.
- E. All pipelines or structures not stable against uplift during construction or prior to completion shall be thoroughly braced or otherwise protected.
- F. Water from the trenches, excavations and drainage operations shall be disposed of downstream of the water course in such a manner as will neither cause public nuisance, nor cause injury to public health nor to public or private property nor to the Work completed nor to the Work in progress.
- G. No extra payment will be made for the removal of water, protection from flooding, drainage work, diversion of existing water courses and such other work, but compensation therefore shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid.
- H. The Contractor shall, at his own cost, maintain the flow of water courses during the progress of the work.

### **3.27 SURFACE AND STORM WATER CONTROL**

- A. Provide for drainage of storm water and such water as may be applied or discharged on site in performance of Work.
- B. Ensure that drainage facilities are adequate to prevent damage to Work, site and adjacent property.

1. Clean, enlarge or supplement existing drainage channels to carry all increased runoff attributable to operation.
2. Construct dikes to:
  - a. Divert increased runoff from entering adjacent property (except in natural channels).
  - b. Protect the Work.
  - c. Direct water to drainage channels or conduits.

### **3.28 DUST CONTROL**

- A. At no additional cost to the Owner, take measures to prevent unnecessary dust.
  1. Keep earth surfaces subject to dusting moist with water only.
  2. Cover dusty materials in piles or in transit to prevent blowing.
- B. Protect buildings or operating facilities that may be affected adversely by dust.
- C. Protect existing or new machinery, motors, instrument panels or similar equipment with dust screens. Include proper ventilation with dust screens.

### **3.29 NOISE CONTROL**

- A. The Contractor shall employ all reasonable measures to avoid unnecessary noise and ensure that noise is appropriate for normal ambient sound levels in the work area during working hours. Where required by agencies having jurisdiction, certain noise-producing work may have to be performed during specified periods only. Noise control measures during normal work hours shall include but not be limited to:
  1. Operate machinery in a manner to cause least noise consistent with efficient performance of work.
  2. Equip all construction machinery and vehicles with sound-muffling devices.
  3. During construction adjacent to or near occupied buildings, erect screens or barriers to reduce noise in building to limits in accordance with applicable codes. Conduct operations in such a manner as to avoid unnecessary noise which might interfere with activities of building occupants.
- B. When the Contractor's work extends beyond normal working hours, the Contractor shall incorporate to the complete satisfaction of the Owner and Architect, adequate noise prevention measures to insure minimum noise impact on the surrounding areas. Noise prevention measures shall include, but not be limited to:
  1. Insulated enclosures.
  2. Hospital grade silencers or mufflers.
  3. Equipment modification.
  4. Special equipment, as necessary to meet Town noise guidelines.
  5. Any other noise prevention measures.
- C. Should at any time the Owner and/or Architect determine that noise prevention measures are inadequate, the Contractor shall suspend all such work in question until acceptable measures are

incorporated. Suspension of work due to inadequate noise prevention shall not be a cause for additional cost to the Owner.

- D. Prior to the start of any Work outside normal work hours, the Contractor shall submit a Noise Control plan to the Owner and Architect for review. Noise Control plans shall be submitted for:
  - 1. Night work.
  - 2. All Pumping operations and work that may extend beyond normal work day.
  - 3. Any other work as determined by the Architect that warrants special noise prevention measures.
- E. All costs associated with noise control measures shall be considered part of the bid price for appropriate work being completed.

### **3.30 POLLUTION CONTROL**

- A. Prevent pollution of drains and watercourses by sanitary wastes, sediment, debris and other substances resulting from construction activities.
- 1. Do not allow sanitary wastes to enter any drain or watercourse other than sanitary sewers.
- B. Do not allow sediment, debris or other substance to enter sanitary sewers and take measures to prevent such materials from entering any drain or watercourse.
  - C. All earthwork, grading, moving of equipment, water control and other operations likely to create silting, shall be planned and conducted so as to avoid pollution of any water courses. Water used for any purpose that has become contaminated with oil, bitumen, salt or other pollutions shall be discharged so as to avoid affecting nearby waters. Under no circumstances shall pollutants be discharged directly into any water courses.
  - D. All concrete repair work requiring cleaning and removal of debris is to be contained as not to contaminate the surrounding environment.

### **3.31 PROJECT IDENTIFICATION**

- A. Provide 8 foot wide x 6 foot high project sign of exterior grade plywood and wood frame construction, painted, with exhibit lettering by professional sign maker, to Architect's design and colors.
- B. List title of Project, names of Owner, Architect, professional sub-consultants and Contractor.
- C. Erect on site at location established by Owner and/or Architect.
- D. No other signs are allowed without Owner permission except those required by law.

**END OF SECTION 01 50 00**





**LOST BROTHERS PALLET COMPANY**  
**Commercial Façade & Site Improvements**  
**Woonsocket, Rhode Island**

**AA# 17030**

**SECTION 01 60 00**  
**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Products, materials and equipment.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

**1.02 RELATED SECTIONS**

- A. Document 00 21 13 - Instructions to Bidders: Product options and substitution procedures.
- B. Document 00 22 13 – Supplementary Instructions to Bidders.
- C. Section 01 45 00 - Quality Control: Product quality monitoring.

**1.03 MANUFACTURED AND FABRICATED PRODUCTS**

- A. Design, fabricate and assemble in accordance with the best engineering and shop practices.
- B. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
- C. Two or more items of the same kind shall be identical, by the same manufacturer.
- D. Products shall be suitable for service conditions.
- E. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically reviewed by Architect.
- F. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

**1.04 MATERIAL AND EQUIPMENT INCORPORATED INTO THE WORK**

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type and quality specified or as specifically reviewed by the Architect.

**1.5 MANUFACTURER'S INSTRUCTIONS**

- A. When the Contract Documents require that installation of Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, as specified in Section 01 33 00 – Submittal Procedures.
- B. Maintain one set of complete instructions at the job site during installation and until completion.
- C. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
- D. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Architect for further instructions.
- E. Do not proceed with Work without clear instructions.
- F. Perform Work in accordance with manufacturer's instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the Contract Documents.

**1.06 CERTIFICATES OF CONFORMANCE AND MANUFACTURE**

- A. In addition to other requirements specified herein, the Contractor shall furnish to the Architect, as specified in Section 01 33 00 - Submittals, notarized certificates of conformance and manufacture that all materials and/or equipment to be furnished under this Contract meet the specification requirements. When directed, each shipment of material shall be accompanied by the manufacturer's notarized certificates of conformance and manufacture. Unless otherwise specifically specified, all testing of materials shall be provided by the Contractor at no additional expense to the Owner.
- B. Each manufacturer's certificate shall be endorsed or accompanied by the Contractor's certificate that the material certified by the manufacturer will be the material incorporated in the Work.

**1.7 TRANSPORTATION AND HANDLING**

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with Work and conditions at the site and also when two or more trades, contractors or suppliers are involved.
- B. Transport all materials and equipment on legally approved conveyances as required or recommended by the respective manufacturer or supplier.
- C. Deliver products in undamaged condition, in manufacturer's original containers or packaging with identifying labels intact and legible.
- D. Receive and handle all materials and equipment, at the Project site, by conveyances or methods as recommended by the respective manufacturer or supplier to prevent damage to products.
- E. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are properly protected and undamaged.
- F. Remove from the site any material or item of equipment damaged during the transportation or handling process, and immediately replace at no additional cost to the Owner.

**1.08 STORAGE AND PROTECTION**

- A. Store products in accordance with the manufacturer's instructions, with seals and labels intact and legible.
- B. Store products subject to damage by the elements in weathertight enclosures.

- C. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
- D. Maintain all storage areas in a clean and orderly condition at all times.

#### **1.09 EXTERIOR STORAGE**

- A. Store fabricated products above the ground, on blocking or skids. Prevent soiling or staining. Cover products that are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
- B. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- C. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions and are free from damage or deterioration.
- D. Replace any material or item of equipment damaged due to inadequate storage or protection and immediately replace at no additional cost to the Owner.

#### **1.10 PROTECTION AFTER INSTALLATION**

- A. Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations. Remove when no longer needed.

#### **1.11 PRODUCT OPTIONS**

- A. **PRODUCTS SPECIFIED BY REFERENCE STANDARDS OR BY DESCRIPTION ONLY:** Any product meeting those standards or description.
- B. **PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS:** Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. **PRODUCTS SPECIFIED BY NAMING ONE OR MORE MANUFACTURERS WITH A PROVISION FOR SUBSTITUTIONS:** Submit a request for substitution for any manufacturer not named.

#### **1.12 SUBSTITUTIONS**

- A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this Section.
- B. Thereafter, Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. **A REQUEST CONSTITUTES A REPRESENTATION THAT THE CONTRACTOR:**
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.

5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
- E. **Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.**
- F. **SUBSTITUTION SUBMITTAL PROCEDURE**
  1. Submit four copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  2. Submit shop drawings, product data and certified test results attesting to the proposed product equivalence.
  3. The Architect will notify the Contractor, in writing, of decision to accept or reject request.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01 60 00**



## **LOST BROTHERS PALLET COMPANY**

### **Commercial Façade & Site Improvements**

**Woonsocket, Rhode Island**

**AA# 17030**

## **SECTION 01 71 13**

# **MOBILIZATION AND DEMOBILIZATION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Work necessary to move in personnel and equipment, set up Contractor's temporary offices, buildings, facilities, utilities, prepare the site for construction and demobilize complete.

#### **1.02 RELATED SECTIONS**

- A. Section 01 50 00 – Temporary Facilities and Controls.

#### **1.03 GENERAL**

- B. The limits of the site are shown on the Drawings. Areas designated for Contractor staging shall be coordinated with the Owner in the field.
- C. The limits of the Owner's property is shown on the Drawings.
- D. In the event additional space is required for the Contractor's operations, the Contractor shall make its own arrangements and pay for such additional space.

### **PART 2 PRODUCTS**

#### **2.01 TEMPORARY FACILITIES**

- A. The Contractor shall obtain necessary permits, coordinate and provide all temporary facilities as required for performing the work, including any facilities specified for the Owner's or the Architect's use.

#### **2.02 TEMPORARY UTILITIES**

- A. The Contractor shall coordinate for and obtain the necessary permits for connection to these services.

#### **2.03 SECURITY FENCE**

- A. Construct temporary security fence as required for the protection of the Contractor's materials, tools and equipment. Maintain fence during construction.

#### **2.04 PARKING FACILITIES**

- A. Provide parking facilities for Contractor, Owner and Architect personnel working on the project, as specified in Section 01 50 00 Temporary Facilities and Controls.

## **PART 3 EXECUTION**

### **3.01 LAYOUT**

- A. Set up construction facilities in a neat and orderly manner within the Contractor's staging area and at a location acceptable to the Architect. Accomplish all required work in accordance with applicable portions of these Specifications. Confine operations within the general work limits shown.

### **3.02 DEMOBILIZATION**

- A. At the completion of the work and immediately prior to final inspection, clean the entire project area removing all debris, soil and rubbish.
  - 1. Should Contractor not remove rubbish or debris or not clean the facilities and site as specified above, the Owner reserves the right to have final cleaning done by others at the sole expense of the Contractor.
- B. The Contractor shall:
  - 1. Employ experienced workers or professional cleaners for final cleaning.
  - 2. Conduct final inspection of concealed spaces in preparation for Contract completion.
  - 3. Remove from the property temporary structures and materials, equipment and appurtenances not required as part of, or appurtenant to, the completed work.
  - 4. Leave watercourse, gutters and ditches open and in condition satisfactory to Architect.

**END OF SECTION 01 71 13**



**LOST BROTHERS PALLET COMPANY**  
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**SECTION 01 73 29**  
**CUTTING AND PATCHING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Administrative and procedural requirements for cutting and patching.

**1.02 RELATED SECTIONS**

- A. Section 01 31 13 – Project Coordination: Procedures for coordinating cutting and patching with other construction activities.
- B. Section 02 41 13 - Selective Demolition: Demolition of selected portions of the building for alterations.
- C. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
  - 1. Requirements of this Section apply to mechanical and electrical installations. Refer to Division 23 and 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

**1.03 SUBMITTALS**

- A. **CUTTING AND PATCHING PROPOSAL:** Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform Work.
  - 4. Indicate dates when cutting and patching will be performed.
  - 5. **UTILITIES:** List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - 6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.

7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.

**1.04 QUALITY ASSURANCE**

- A. **REQUIREMENTS FOR STRUCTURAL WORK:** Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
- B. **OPERATIONAL LIMITATIONS:** Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment.
    - b. Air or smoke barriers; Water, moisture or vapor barriers.
    - c. Membranes and flashings.
    - d. Fire protection systems.
    - e. Noise and vibration control elements and systems.
    - f. Electrical wiring systems; Control systems; Communication systems.
- C. **VISUAL REQUIREMENTS:** Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
  1. If possible, retain the original Installer or fabricator to cut and patch the exposed Work. If it is impossible to engage the original Installer or fabricator, engage another recognized experienced and specialized firm.

**1.05 WARRANTY**

- A. **EXISTING WARRANTIES:** Replace, patch and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

**PART 2 PRODUCTS****2.01 MATERIALS - GENERAL**

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible, if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.



**PART 3 EXECUTION****3.01 INSPECTION**

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

**3.02 PREPARATION**

- A. TEMPORARY SUPPORT: Provide temporary support of work to be cut.
- B. PROTECTION: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing utilities serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

**3.03 PERFORMANCE**

- A. GENERAL: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. CUTTING: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
  - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill.
  - 4. Comply with requirements of applicable Division 31 Sections where cutting and patching requires excavating and backfilling.
  - 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. PATCHING: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
4. Patch, repair or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### **3.04 CLEANING**

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

**END OF SECTION 01 73 29**



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**SECTION 01 74 00**  
**CLEANING AND WASTE MANAGEMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Provide all necessary material, labor and equipment to maintain the job site free of debris and waste material during construction and to perform final cleaning.

**1.02 RELATED SECTIONS**

- A. Section 01 77 99 – Closeout Procedures and Submittals.
- B. Cleaning and protection requirements as described in other Sections of this Project Manual.

**1.03 REQUIREMENTS OF REGULATORY AGENCIES**

- A. **SAFETY STANDARDS:** Maintain project in accordance with the following safety and insurance standards: Federal Occupational Safety and Health Act of 1970.
- B. **FIRE PROTECTION:** Store volatile waste in covered metal containers and remove from premises daily.
- C. **POLLUTION CONTROL:** Conduct clean-up and disposal operations to comply with local ordinances and anti-pollution laws.
  - 1. Burning or burying of rubbish and waste materials on the Project site is not permitted.
  - 2. Disposal of volatile fluid waste (such as mineral spirits, oil or paint thinner) in storm sanitary sewer systems or into streams or waterways is not permitted.

**PART 2 PRODUCTS**

**2.01 CLEANING MATERIALS**

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
- B. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

**PART 3 EXECUTION**

**3.01 DURING CONSTRUCTION**

- A. Oversee cleaning and insure that buildings and grounds are maintained free from accumulations of waste material and rubbish.

- B. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition. At reasonable intervals or as directed by the Architect during the progress of work, clean up site and access and dispose of waste materials, rubbish and debris from the site and legally dispose of at public or private dumping areas off the Owner's property.
- C. Immediately after unpacking, remove and dispose of all packing materials, case lumber, excelsior, wrapping or other rubbish from site.
- D. Remove all wastes from site and dispose in a manner complying with local ordinances and antipollution laws.
- E. Store volatile wastes in covered metal containers and remove daily.
- F. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for acceptance or occupancy.
- G. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- H. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet newly painted surfaces.
- I. Provide trash receptacles about site and empty containers daily.
- J. Neatly stack construction materials, such as concrete forms and scaffolding, when not in use.
- K. Promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids and cleaning solution from surfaces to prevent marring or other damage to satisfaction of Architect.
- L. Sprinkle dusty debris with water and calcium chloride as needed.
- M. Ensure that wastes are not buried or burned on site or disposed into storm drains, sanitary sewers, streams or waterways.
- E. Cleanup as determined by Architect will be a condition for recommendation of progress payment application.
  - 1. Contractor shall have full responsibility for cleaning up during and immediately upon completion of work. Remove all rubbish, waste, tools, equipment and appurtenances caused by and used in execution of work, leaving site clean, free of debris and in condition acceptable to Architect.
  - 2. Equipment or material shall not be left within any work area after acceptance of Contract without written permission of Architect. Do not abandon any material at or near site regardless of its value.

### **3.02 FINAL CLEANING**

- A. Use experienced workmen or professional cleaners for final cleaning.
- B. At completion of construction and just prior to acceptance or occupancy, conduct a final inspection to exposed exterior and interior surfaces.
- C. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from interior and exterior surfaces.
- D. Repair, patch and touch-up marred surfaces to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.

- F. Replace air conditioning filters if units were operated during construction.
- G. Clean ducts, blowers and coils if air conditioning units were operated without filters during construction.
- H. Maintain cleaning until the building or portion is accepted by the Owner.

**END OF SECTION 01 74 00**



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**SECTION 01 78 00**

**CLOSEOUT PROCEDURES AND SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Closeout Procedures.
- B. Requirements.
- C. Substantial Completion.
- D. Final Review.
- E. Additional Reviews.
- F. Submittals.
- G. Final Adjustment of Accounts.
- H. Final Application for Payment.
- I. Final Cleaning.
- J. Adjusting.
- K. Operation and Maintenance Data.
- L. Warranties.
- M. Spare Parts and Maintenance Materials.

**1.02 RELATED SECTIONS**

- A. Section 01 21 00 – Allowances.
- B. Section 01 78 39 – Project Record Documents.

**1.03 REQUIREMENTS**

- A. Comply with requirements stated in conditions of the Contract and in specifications for administrative procedures in closing out the Work.

**1.04 SUBSTANTIAL COMPLETION**

- A. When Contractor considers the work is Substantially Complete, he shall submit to the Architect:

1. A written notice that the Work, or designated portion thereof, is Substantially Complete.
  2. A list of items to be completed or corrected.
- B. Within a reasonable time after receipt of such notice, Architect will review the Work to determine the status of completion.
- C. Should Architect determine that the Work is not Substantially Complete:
1. Architect will promptly notify the Contractor in writing, giving the reasons therefor.
  2. Contractor shall remedy the deficiencies in the work and send out another written notice of substantial completion to the Architect.
  3. Architect will again review the work.
- D. When Architect concurs that the Work is Substantially Complete, he will:
1. Prepare a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect.
  2. Submit the certificate to Owner, Contractor and manufacturer for their written acceptance of the responsibilities assigned to them in the certificate.

#### **1.05 FINAL REVIEW**

- A. When Contractor considers the Work is complete, he shall submit written certification that:
1. Contract documents have been reviewed.
  2. Work has been inspected for compliance with Contract Documents.
  3. Work has been completed in accordance with Contract Documents.
  4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
  5. Work is completed and ready for final review.
- B. Architect will make final review to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should Architect consider that the Work is incomplete or defective:
1. Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
  2. Contractor shall take immediate steps to remedy the stated deficiencies and send out another written certification to Architect that the work is complete.
  3. Architect will again review the Work.
  4. Should Architect consider that the Work is still incomplete or defective, all subsequent reviews shall be considered as Additional Reviews, subject to the provisions listed in 1.06 below.
- D. When the Architect finds that the Work is acceptable under the Contract Documents and that all Punch List items have been accomplished to his satisfaction, he shall request the Contractor to make closeout submittals.

**1.06 FEES FOR ADDITIONAL REVIEWS**

- A. Should Architect perform additional reviews due to failure of the Work to comply with the claims of status of completion made by the Contractor:
  - 1. Owner will compensate Architect for such additional services.
  - 2. Owner will deduct the amount of such compensation from the final payment to the Contractor.

**1.07 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT**

- A. OPERATING AND MAINTENANCE DATA: Submit documentation as described in 1.12 below.
- B. WARRANTIES, GUARANTEES AND BONDS: Submit documentation as described in 1.13 below.
- C. SPARE PARTS AND MAINTENANCE MATERIALS FOR OWNER: Submit documentation as described in 1.14 below.
- D. Contractor's affidavit of payment of debts and claims.
- E. Contractor's affidavit of release of liens.
- F. Consent of surety to final payment.
- G. Certificate of insurance for products and completed operations.
- H. PROJECT RECORD DRAWINGS: Submit documentation as described in Section 01 78 39.

**1.08 FINAL ADJUSTMENT OF ACCOUNTS**

- A. Submit a final statement of accounting to Architect.
- B. Statement shall reflect all adjustments to the Contract Sum:
  - 1. The original Contract Sum.
  - 2. Additions and deductions resulting from:
    - a. Previous Change Orders, allowances and unit prices.
    - b. Deductions for uncorrected work, liquidated damages and re-inspection payments.
    - c. Other adjustments.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Architect will prepare a final change order reflecting approved adjustments to the Contract sum that were not previously made by Change Orders.

**1.09 FINAL APPLICATION FOR PAYMENT**

- A. Contractor shall submit the final application for payment in accordance with procedures and requirements stated in the General Conditions.



**1.10 FINAL CLEANING**

- A. Execute final cleaning prior to final inspection.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum resilient, carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish and construction facilities from the site.

**1.11 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

**1.12 OPERATION AND MAINTENANCE DATA**

- A. Submit one copy of completed volumes in final form 5 days prior to final inspection. This copy will be returned with Architect/Engineer comments. Revise content of documents as required prior to final submittal.
- B. Submit Operation and Maintenance Data bound in 8-1/2 x 11 inch text pages, three D side-ring capacity expansion binders with durable plastic covers. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. CONTENTS: Prepare a Table of Contents for each volume, with each Product or system description identified, type on 24 pound white paper.
- E. PART 1: Directory, listing names, addresses and telephone numbers of Architect, Engineers, Contractor, Subcontractors and major equipment suppliers.
- F. PART 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses and telephone numbers of Subcontractors and suppliers. Identify the following:
  - 1. Significant design criteria.
  - 2. List of equipment.
  - 3. Parts list for each component.
  - 4. Operating instructions.
  - 5. Maintenance instructions for equipment and systems.
  - 6. Maintenance instructions for all finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

G. PART 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Air and water balance reports.
3. Certificates.
4. Photocopies of warranties and bonds.

I. Submit final volumes revised, within ten days after final inspection.

**1.13 WARRANTIES**

A. Provide duplicate notarized copies.

1. In addition to the Warranty and Guarantee Requirements of the General Conditions, provide all other guarantees, bonds, affidavits and certifications required throughout the Project Manual.

B. Execute and assemble documents from Subcontractors, suppliers and manufacturers.

C. Provide Table of Contents and assemble in three D side-ring binder with durable plastic cover.

D. Submit prior to final Application for Payment.

E. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

**1.14 SPARE PARTS AND MAINTENANCE MATERIALS**

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

B. Deliver to Project site and place in location as directed by the Owner; obtain receipt prior to final payment.

**PART 2 PRODUCTS (Not Applicable)**

**PART 3 EXECUTION (Not Applicable)**

**END OF SECTION 01 78 00**



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**SECTION 01 78 39**  
**PROJECT RECORD DOCUMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

1. Project Record Documents required for Contract closeout.

**1.02 RELATED SECTIONS**

- A. Section 01 78 00 – Closeout Procedures and Submittals.

**1.03 REQUIREMENTS**

- A. Maintain at the site for the Owner one record copy of:
  1. Drawings
  2. Specifications
  3. Addenda
  4. Change Orders and other modifications to the Contract
  5. Architect field orders or written instructions
  6. Reviewed shop drawings, product data and samples
  7. Field test records
- B. The Contractor will be required to furnish, at no additional expense to the Owner, the services of a surveyor and/or Engineer registered in the state where the project is located and 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 site work.

**1.04 MAINTENANCE OF DOCUMENTS AND SAMPLES**

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. Provide locked file cabinet for storage of documents and samples.
- C. File documents and samples in accordance with CSI/CSC format.
- D. Maintain documents in a clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.
- E. Make documents and samples available at all times for inspection by Architect and Owner.

**1.05 MARKING DEVICES**

- A. Provide felt tip marking pens for recording information in the color code designated by Architect.

**1.06 RECORDING**

- A. Label each document "Project Record" in neat large printed letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. DRAWINGS: Principal dimensions, elevations and other data as required shall be recorded for all work, such as:
  - 1. Deviations of any nature made during construction.
  - 2. Location of underground utilities.
  - 3. Field changes of dimension and detail.
  - 4. Changes made by field order or by Change Order.
  - 5. Details not on original Contract Drawings.
- E. The marked-up prints shall be inspected weekly by the Architect and shall be corrected immediately if found either inaccurate or incomplete.
- F. SPECIFICATIONS AND ADDENDA: Legibly mark each Section to record:
  - 1. Manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed.
  - 2. Changes made by field order or by Change Order.

**1.07 FINAL MEASUREMENTS**

- A. The Contractor shall provide qualified personnel and equipment for taking final measurements for quantities and Record Documents.

**1.08 RECORD DRAWINGS**

- A. At the completion of the Project, the Record Drawings shall be submitted to the Architect for final review and comment.
- B. The Contractor shall correct, amplify and do all other work as may be required by the Architect to complete the drawings in a manner satisfactory to the Architect and at no additional cost to the Owner.
- C. Upon approval, the Contractor shall provide a final Record Drawing set to the Architect on heavyweight bond and electronic format (PDF). The bond and electronic version shall be submitted to the Owner by the Architect.

**1.09 SUBMITTAL**

- A. At Contract close-out, deliver Record Documents to Architect for the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
  - 1. Date.

2. Project title and number.
3. Contractor's name and address.
4. Title and number of each record document.
5. Signature of Contractor or his authorized representative.

**PART 2 PRODUCTS (Not Used)**

**PART 3 EXECUTION (Not Used)**

**END OF SECTION 01 78 39**



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**SECTION 02 41 13**  
**SELECTIVE DEMOLITION**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Demolition and removal of selected portions of building elements.
- B. Patching and repairs.

**1.2 RELATED SECTIONS**

- A. Section 01 11 00 – Summary of Work: Use of the building.
- B. Section 01 50 00 – Temporary Facilities and Controls.

**1.03 DEFINITIONS**

- A. REMOVE: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain the Owner's property.
- B. REMOVE AND SALVAGE: Items indicated to be removed and salvaged remain the Owner's property. Remove, clean and pack or crate items to protect against damage. Identify contents of containers and deliver to Owner's designated storage area.
- C. REMOVE AND REINSTALL: Remove items indicated; clean, service and otherwise prepare them for reuse; store and protect against damage. Reinstall items in the same locations or in locations indicated.
- D. EXISTING TO REMAIN: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

**1.04 MATERIALS OWNERSHIP**

- A. Except for items or materials indicated to be reused, salvaged, reinstalled or otherwise indicated to remain the Owner's property, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

**1.05 QUALITY ASSURANCE**

- A. REGULATORY REQUIREMENTS: Comply with governing EPA notification regulations before starting selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

**B. PRE-DEMOLITION CONFERENCE:** Conduct conference at Project site to comply with preinstallation conference requirements of Section 01 31 19 - Project Meetings. **1.07 PROJECT CONDITIONS**

- A. Owner assumes no responsibility for actual condition of building elements to be selectively demolished.
- B. Storage or sale of removed items or materials on-site will not be permitted.

**1.08 SCHEDULING**

- A. Arrange selective demolition schedule so as not to interfere with Owner's on-site operations.

**1.09 WARRANTY**

- A. **EXISTING SPECIAL WARRANTY:** Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

**PART 2 PRODUCTS**

**2.01 REPAIR MATERIALS**

- A. Use repair materials identical to existing materials.
  - 1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
  - 2. Use materials whose installed performance equals or surpasses that of existing materials.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical or structural elements that conflict with the intended function or design are encountered, investigate and measure the nature and extent of the conflict. Promptly submit a written report to the Architect.
- E. Survey the condition of the building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

**3.02 UTILITY SERVICES**

- A. Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Do not interrupt existing utilities serving occupied or operating facilities, except when authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to governing authorities.
  - a. Provide not less than 72 hours' notice to Owner if shutdown of service is required during changeover.
- B. **UTILITY REQUIREMENTS:** Locate, identify, disconnect and seal or cap off indicated utility services serving building to be selectively demolished.
  1. Owner will arrange to shut off indicated utilities when requested by Contractor.
  3. Arrange to shut off indicated utilities with utility companies.
  4. Where utility services are required to be removed, relocated or abandoned, provide bypass connections to maintain continuity of service to other parts of the building before proceeding with selective demolition.
  5. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit after bypassing.
- C. **UTILITY REQUIREMENTS:** Refer to Divisions 15 and 16 Sections for shutting off, disconnecting, removing and sealing or capping utility services. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

### **3.03 PREPARATION**

- A. Drain, purge or otherwise remove, collect and dispose of chemicals, gases, explosives, acids, flammables or other dangerous materials before proceeding with selective demolition operations.
- B. Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used facilities.
  1. Do not close or obstruct streets, walks or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around selective demolition area.
  1. Erect temporary protection, such as walks, fences, railings, canopies and covered passageways, where required by authorities having jurisdiction.
  2. Protect existing site improvements, appurtenances and landscaping to remain.
  3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  4. Provide temporary weather protection, during interval between demolition and removal of existing construction, on exterior surfaces and new construction to ensure that no water leakage or damage occurs to structure or interior areas.
  5. Protect walls, ceilings, floors and other existing finish work that are to remain and are exposed during selective demolition operations.



6. Cover and protect furniture, furnishings and equipment that have not been removed.
- E. Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.
1. Construct dustproof partitions of not less than nominal 4-inch studs, 5/8-inch gypsum wallboard with joints taped on occupied side, and 1/2-inch fire-retardant plywood on the demolition side.
  2. Insulate partition to provide noise protection to occupied areas.
  3. Seal joints and perimeter.
  4. Equip partitions with dustproof doors and security locks.
  5. Protect air-handling equipment.
  6. Weatherstrip openings.
- F. Provide and maintain interior and exterior shoring, bracing or structural support to preserve stability and prevent movement, settlement or collapse of building to be selectively demolished.
1. Strengthen or add new supports when required during progress of selective demolition.

### **3.04 POLLUTION CONTROLS**

- A. Use water mist, temporary enclosures and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.
1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding and pollution.
- B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
1. Remove debris from elevated portions of building by chute, hoist or other device that will convey debris to grade level.
- C. Clean adjacent structures and improvements of dust, dirt and debris caused by selective demolition operations. Return adjacent areas to condition existing before start of selective demolition.

### **3.05 SELECTIVE DEMOLITION**

- A. Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition work above each floor or tier before disturbing supporting members on lower levels.
  2. Neatly cut openings and holes plumb, square and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
  3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
  5. Maintain adequate ventilation when using cutting torches.
  6. Remove decayed, vermin-infested or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
  7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
  8. Locate selective demolition equipment throughout the structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors or framing.
  9. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.
  10. Return elements of construction and surfaces to remain to condition existing before start of selective demolition operations.
- C. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
- D. Break up and remove concrete slabs on grade, unless otherwise shown to remain.
- E. Remove resilient floor coverings and adhesive according to recommendations of the Resilient Floor Covering Institute's (RFCI) "Recommended Work Practices for the Removal of Resilient Floor Coverings" and Addendum.
- F. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.
- G. Remove air-conditioning equipment without releasing refrigerants.

### **3.06 PATCHING AND REPAIRS**

- A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
  1. Completely fill holes and depressions in existing masonry walls to remain with an approved masonry patching material, applied according to manufacturer's printed recommendations.
- C. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in a manner that eliminates evidence of patching and refinishing.
- D. Patch and repair floor and wall surfaces in the new space where demolished walls or partitions extend one finished area into another. Provide a flush and even surface of uniform color and appearance.
  1. Closely match texture and finish of existing adjacent surface.
  2. Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

3. Where patching smooth painted surfaces, extend final paint coat over entire unbroken surface containing the patch after the surface has received primer and second coat.
  4. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  5. Inspect and test patched areas to demonstrate integrity of the installation, where feasible.
- F. Patch, repair or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

### **3.07 DISPOSAL OF DEMOLISHED MATERIALS**

- A. GENERAL: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
- B. BURNING: Do not burn demolished materials.
- C. DISPOSAL: Transport demolished materials off Owner's property and legally dispose of them.

### **3.08 CLEANING**

- A. Sweep the building broom clean on completion of selective demolition operation.
- B. Change filters on air-handling equipment on completion of selective demolition operations.

**END OF SECTION 02 41 13**