

CITY OF NEWPORT, RHODE ISLAND
PURCHASING DIVISION
NOTICE TO BIDDERS

SEALED BID/PROPOSAL

#13-069

Sealed Bids/Proposals are being requested to provide **Cliff Walk Double Unisex Restroom**, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

Two (2:00) P.M., Local Time 24 April 2013
at which time they will be publicly opened and read.

There will not be a pre-bid conference for this bid package. For more information about the project or its intent please contact **Scott Wheeler, Buildings and Grounds Supervisor, at (401) 845-5802.**

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R.I. 02840, and must be plainly marked in the lower left hand corner, "**Cliff Walk Double Unisex Restroom #13-069**". **The City requests that each bidder provide one (1) electronic copy on a CD with your hardcopy submittal.**

We encourage all bidders to read the entire bid package to fully understand the scope of the project and the requirements set forth by the City. Each Bidder must submit, at a minimum, the completed proposal pages; including the acknowledgement of addendum, unit bid prices, questionnaire, corporate information page and a certified check or proposal bond in the amount of five percent (5%) of the total bid amount, satisfactory to and payable to the order of the City of Newport, RI. **Failure to submit all required documentation may result in disqualification of the bid.**

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at www.cityofnewport.com under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof. The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

The technical point of contact for this package is Scott Wheeler, Buildings and Grounds Supervisor, at (401) 845-5802., email - swheeler@cityofnewport.com.

Note: All bidders are responsible for insuring that no **addenda** have been made to the original bid package. All bid packages and addenda are located at www.cityofnewport.com under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

Prevailing Wage - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

Buy American Act (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

CITY OF NEWPORT, RHODE ISLAND
Erin Mulligan, Purchasing Agent
(401) 845-5414

GENERAL CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000-260. Please bill less these taxes.
12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
 - Statutory Workers Compensation and Employer's Liability Insurance
 - Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
 - Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

INFORMATION FOR BIDDERS

1. PROPOSALS RECEIVED

The City of Newport, Rhode Island, through its Purchasing Division (hereinafter called the Owner), will receive proposals for **Cliff Walk Double Unisex Restroom** and appurtenant works at the time and place and under the conditions stated in the Notice to Bidders.

2. WORK INCLUDED

The City of Newport is requesting proposals to furnish and install a precast double unisex restroom facility at the Cliff Walk trail head at Narragansett Avenue, Newport, RI. The City of Newport has researched restroom buildings and determined that the CXT Precast Denali double unit flush style restroom with selected options meets the cities requirements. Bidders shall include a lump sum price to furnish the identified unit and or equivalent.

CXT Denali Precast Double Unisex Restroom

Included Options:

- RI Wet Stamped Drawings
- Marine Package for Extra Corrosion Resistance
- Electric Hand Dryers
- Delivery Transportation
- Installation of Building (on stone base by other)
- Final Connection to sewer and water

Additional information for the specified restroom facility building can be found in the Appendix of these Contract Documents.

The Bidder shall deliver, install, and make appropriate connections to the water and sewer utilities at a time specified and coordinated with utility and sidewalk improvement contractor and the City of Newport Department of Public Services. Current schedule (to be altered by bidding and funding) calls for delivery and installation in the fall of 2013. Submitted bids shall be for the identified model restroom facility with all specified options and or an equivalent as detailed in the in the manufactures most recently published product specifications literature with all standard listed features. Equivalent models bid shall be evaluated based on their similarity with the specified model and on provided references from representatives of municipal or state agencies that have purchased the bid unit in the past 5 years. Bids submitted by vendors for equivalent models that do not include reference contact information, as described, shall be rejected as not meeting the bid specifications.

3. PROPOSAL

Each proposal must be made upon forms contained herein. The proposal, as submitted, shall not be separated from the volume containing the other contract documents that are bound with it. The blank spaces in the proposal must be filled in correctly where indicated for each and every item, and the bidder must state, both in words and in

numerals, written or printed in ink, the prices for which he proposes to do each item of the work contemplated. In case of discrepancy between the words and the numerals, the words shall govern. Ditto marks are not considered writing or printing and shall not be used. The bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a firm, partnership, or corporation, the proposal must be signed by an official of the firm, partnership, or corporation authorized to sign contracts, and must show also the post office address of the firm, partnership, or corporation.

4. IRREGULAR PROPOSALS

Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids, or irregularities of any kind. Bids which are considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item may be rejected.

5. COMPETENCY OF BIDDERS

Bidders shall be experienced in the kind of work to be performed and shall have the necessary equipment therefore and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that he has the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or within the time specified. It also may be rejected if he is already obligated for the performance of other work that would delay the commencement, prosecution or completion of the work. The City may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information and data for this purpose as the City may request.

6. CERTIFIED CHECK OR PROPOSAL BOND

Each bid must be accompanied by a certified check or proposal bond in the sum of five per cent (5%) of the amount of the bid, satisfactory to and payable to the order of the City. The proposal bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the state of Rhode Island. Such checks or bonds will be returned to all except the three lowest bidders within three (3) banking days after the formal opening of bids. The checks or bonds will be returned to the three lowest bidders within five (5) days after the execution of the Contract and the furnishing of the required security by the successful bidder.

7. PERFORMANCE AND PAYMENT BOND

The successful bidder, at the time of the execution of the contract, must deposit with the City a surety company bond (or bonds) for the satisfactory completion of the work and the payment of all debts pertaining to materials and labor used or employed in the execution of the contract, in an amount equal to the amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island.

Prior to payment of the final estimate, the Contractor shall furnish a certificate from his surety stating that the performance bond covers the one-year defective workmanship and materials guarantee period.

8. EXECUTION OF CONTRACT

The party to whom the Contract is awarded or his authorized representative will be required to execute the Contract within ten (10) days (not including Sunday) from the Notice to Proceed and, in case of his failure or neglect so to do, the City may, at its option, determine that the bidder has abandoned the Contract, and thereupon the proposal and acceptance shall be null and void, and the security accompanying the proposal shall be forfeited to the City.

9. CONTRACTOR'S INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the State of Rhode Island as will protect himself, his sub-contractors, and the City from claims for bodily injury, death or property damage which may arise from operations under this contract. The Contractor shall not commence work under this contract until he has obtained all insurance required under this section and until he shall have filed the certificate of insurance or the certified copy of the insurance policy with the City. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without ten (10) days written notice to the City of intention to cancel. The amounts of such insurance shall not be less than the following:

Workmen's Compensation and Employers' Liability Insurance shall be secured and maintained as required by the State of Rhode Island.

- (a) Public Liability, Bodily Injury, and Property Damage:
 - 1. Injury or death of one person: \$ 1,000,000
 - 2. Injury to more than one person in a single accident: \$ 1,000,000
 - 3. Property damage: \$ 1,000,000

- (b) Automobile and Truck Public Liability, Bodily Injury and Property Damage:
 - 1. Injury or death of one person: \$ 1,000,000
 - 2. Injury to more than one person in a single accident: \$ 1,000,000
 - 3. Property damage: \$ 1,000,000

10. RESPONSIBILITY OF CONTRACTOR

Attention is directed here particularly to the provisions of the Contract and Specifications whereby the Contractor shall be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur within one (1) year after its completion and acceptance. He shall indemnify and save harmless the City from any damages or costs to which it may be put by reason of injury to the person or property of another resulting from negligence or carelessness in the performance of the work under this Contract.

11. FAMILIARITY WITH THE WORK

Bidders are required to carefully examine all Contract drawings and specifications and to make a thorough investigation of conditions at the location of the proposed work. It is the obligation of the bidder to ascertain for himself all the facts concerning conditions to be found at the location of the project, including all physical characteristics above, on and below the surface of the ground, to consider fully these and all other matters which can, in any way, affect the work under this Contract and to make necessary investigations relating thereto, and he agrees to this responsibility with respect to ascertaining for the Contractor such facts concerning physical characteristics at the site of the project. The Contractor agrees that he will make no claim for, and has no right to, additional payment or extension of time for completion of the work or any other concession because of any misinterpretation or misunderstanding on his part of this Contract or because of any failure on his part to fully acquaint himself with all conditions relating to the work.

12. INTERPRETATIONS

If any person contemplating submitting bids for the proposed work is in doubt as to the true meaning of any part of these proposed Contract documents, he may submit to the City a written request for an interpretation thereof. Any interpretation of such documents will be made only by addenda duly issued and a copy of each addendum will be mailed or delivered to each person receiving a set of said documents. The City will not be responsible for any other explanations or interpretations of such documents that anyone presumes to make on behalf of the City before expiration of the time set for the receipt of bids.

13. RIGHT TO REJECT

The City reserves the right to reject any or all proposals or to accept any bid deemed to be for its best interest.

14. WITHDRAWAL OF PROPOSALS

Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner.

15. ESTIMATE OF WORK

For bidding purposes, the work has been subdivided into the items identified within the proposal pages of this document. The quantities provided for the items are to be considered as approximate and are given solely for comparison of bids. The City does not expressly or by implication agree that the actual quantity shown for any item will correspond therewith and it reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary by the Director of Public Services.

16. TIME FOR COMPLETING WORK

The attention of bidders is especially directed to the time for completion of work under this Contract, which shall not exceed **November 1, 2014**.

17. TAXES

The bidders' attention is directed to the fact that certain taxes, including Federal excise and/or Rhode Island Use Taxes are not applicable to City work. The City will execute exemption certificates for the materials and equipment used in the work.

18. WAGES

The attention of bidders is called to the requirements for compliance with the applicable provisions of Rhode Island General Laws, Chapter 37-12 and 37-13. The Department of Labor determines the customary and prevailing rate of wages paid to craftsmen, teamsters, and laborers in construction of public works by the State, and by Cities, towns, and by persons contracting therewith for such construction. The latest general wage decision as determined by State Law at the time of this project shall be implemented by the Contractor for this project. The Contractor is responsible for complying with all wage laws. Attached are sections 37-13-5, 37-13-6, and 37-13-7 of the General Laws of Rhode Island as required to be inserted by Section 37-13-9. Further information may be obtained from the Office of the Department of Labor, 220 Elmwood Avenue, Providence, Rhode Island.

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

SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within one hundred eighty (180) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or material man creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

SECTION 37-13-6

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

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages. – (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work,

unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

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

(1) The basic hourly rate of pay; and

(2) The amount of:

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

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

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

SECTION 37-13-9

§ 37-13-9 statutory provisions included in contracts. – A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars (\$1,000).

**CITY OF NEWPORT, RHODE ISLAND
CONTRACT AND AGREEMENT**

THIS AGREEMENT, made this _____ day of _____ in the year 2013, by and between the City of Newport, herein called the "City", party of the first part acting herein through its Mayor, and _____, hereinafter called the "Contractor", party of the second part;

WITNESSETH: That the parties to these presents each in consideration of the undertakings, promises and agreements on the part of the other herein contained, have undertaken, promised and agreed, and do hereby undertake, promise and agree, the party of the first part itself, its successors and assigns, and the party of the second part for itself and heirs, executors, administrators, successors and assigns as follows:

I. CONTRACT INCLUDES

The Contractor shall furnish all labor, materials, equipment and services for **Cliff Walk Double Unisex Restroom 13-069** and all appurtenant work as defined in the Contract Documents. The Contractor will construct, complete, and finish the same in a timely, thorough, workmanlike and substantial manner, in every respect to the satisfaction and approval of the Director of Public Services, in the manner and within the time hereinafter limited, and in strict accordance with the Notice to Bidders, Information for Bidders, Labor and Wage Requirements, Proposal Form, General Conditions of Contract, Special Conditions of Contract, and Specifications and Details for the work, which together constitute the Contract Documents and the Contract Documents are hereby made a part of this Contract as fully as if the same were repeated at length herein. Change Orders issued hereafter, and any other amendment executed by the City and Contractor shall become and be a part of this Contract.

II. RATE OF PROGRESS AND TIME OF COMPLETION

The Contractor shall be prepared to commence work under this Contract within ten (10) days after the date of Notice to Proceed. At no time shall the work to be performed under this contract exceed **November 1, 2014**, unless extensions of time are made for reasons and in the manner under Section 20 of the General Conditions of the Contract and/or under Section 13 of the Special Conditions of the Contract. If at any point during the term of this Contract the Contractor does not perform at a satisfactory pace or is continuously delayed in the performance of work in accordance with the agreed upon time schedule, the City shall notify the Contractor in writing of unsatisfactory progress for completing work. If the Contractor fails to substantially improve the performance of the Contract, the City shall proceed with the termination of this Contract in accordance with Section XV of this Contract.

III. TERM OF AGREEMENT

Unless terminated earlier in accordance with the terms of this Agreement, this Agreement shall terminate on **November 1, 2014**. Throughout such time, all unit prices and work specifications as identified herein shall remain in effect.

IV. DAMAGES FOR FAILURE TO COMPLETE ON TIME & AS SPECIFIED

The Contractor shall pay to the City for each and every calendar day that he shall be in default in completing the entire work within the time and specifications stipulated, the sum of Five Hundred Dollars (\$500.00) per day unless the time and/or specifications are modified in writing by the City. This sum is hereby agreed upon, not as a penalty, but as liquidated damages, which the City will suffer by reason of such default. The City shall have the right to deduct the amount of any such damages from any moneys due the Contractor under this Contract.

V. PAYMENT

The City, in consideration of the faithful performance by the Contractor of all and singular his covenants, promises and agreements contained herein, agrees to pay the Contractor for the full completion by him of the work embraced in this Contract, in the manner and within the time herein specified and limited to the satisfaction and approval of the designated representative of the City, the prices stipulated in the said proposal, such payment to be made at the time and in the manner and upon the conditions herein expressly provided. Certified payrolls must be submitted prior to final payment.

VI. PARTIAL AND FINAL ESTIMATES

On or about the 15th day of each month, but no more than once a month, the Contractor may submit a Payment Request for the period ending the last day of the previous month. Said Payment Request shall be in such a format and include whatever supporting information as may be required by the City. Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this contract and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The City shall approve by signature the amount that, in the opinion of the City, is properly owing to the Contractor. The City shall retain five percent (5%) of the progress or monthly payments claimed and pay the Contractor on or before the last day of the following month.

Before final payment is made, the Contractor shall satisfy the City in writing that all bills for labor and materials have been paid, and pass a final inspection from the City's designated representative that determines all work performed under the contract is in compliance with all terms and provisions of all contract documents and applicable laws, rules, regulations, and codes.

The City shall, within thirty (30) days after full completion of all work, pay the entire sum so found to be due hereunder, after deducting there from all previous partial payments, and also all percentages and deductions to be retained under any of the provisions of this Contract. Before final payment is made, the Contractor shall satisfy the City, in writing that all bills for labor and materials have been paid.

VII. CONTRACT AMOUNT

The total amount of the contract is based on the actual quantity of work items completed and the Contractor's unit bid price for each item. The contract award is \$_____. The total amount paid to the Contractor is dependent upon the amount and type of accepted work completed by the Contractor, and the Contractor's unit bid price for each item.

The Contractor shall comply with all State, Federal and local statutes, ordinances and regulations applicable to the execution and the performance of this Contract and shall procure all necessary licenses and permits.

The Contractor and his/her subcontractors are to maintain all books, documents, papers accounting records and other evidence pertaining to cost incurred, and to make such material available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the Contract for inspection by the City or any authorized representatives of government, and copies' thereof shall be furnished if requested.

VIII. LIABILITY

- A. The Contractor agrees that his/her employees, sub-Contractors, or agents possess the experience, knowledge, and character necessary to qualify them individually for the particular duties they perform.
- B. The Contractor shall be liable for all damage caused by its negligent acts, in its services under this Contract or any supplements to this Contract, and shall indemnify and save harmless that City and all its officers, agents, and servants against any claims, suits, actions, damages, liabilities, and direct costs resulting from any negligent acts, willful or reckless misconduct, or negligent' performance of the Contractor, in any forum, brought as a result of such negligent acts, willful or reckless misconduct or negligent performance, and shall carry liability insurance for that purpose, as specified by the City.

IX. INSURANCE

- A. The Contractor shall procure and maintain, at its own expense during the life of the Contract, insurance liability for damages imposed by law, of the kinds and in the amounts specified, with insurance companies authorized to do business in the State. The insurance shall cover all work under this Contract, whether performed by the Contractor or by sub-Contractor. Before commencing the work, the Contractor shall furnish certificates of insurance in the form satisfactory to the City certifying that the policies will not be changed or canceled until 30-day written notice has been given to the City.

The types of insurance are as follows:

- 1. Statutory Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in work on the project under this Contract, and in case any such work is sublet, the Contractor shall require the sub-Contractor similarly to provide.

2. Workers Compensation and Employers' Liability Insurance for all of his/her employees to be engaged in such work. The Contractor shall file certificates with the Department's Contract Administrator showing that this insurance on behalf of all employees of the Contractor any sub-Contractor has been purchased prior to award of this Contract.
- B. The Contractor shall carry Liability and Property Damage Insurance with coverage in the following amounts:
 - (a) Public Liability, Bodily Injury, and Property Damage:

Injury or death each person:	\$1,000,000
Injury to more than one person in a single accident:	\$1,000,000
Property damage:	\$1,000,000
 - (b) Automobile and Truck Liability, Bodily Injury and Property Damage:

Injury or death of one person:	\$1,000,000
Injury to more than one person in a single accident	\$1,000,000
Property damage:	\$1,000,000
 - C. No cancellation of said insurance, whether by the insurers or by the insured, shall be valid unless written notice thereof is given by the party proposing cancellation to the other party and to the City at least thirty (30) days prior to the intended effective date thereof which date shall be expressed in said notice. Notice of cancellation sent by the party proposing cancellation by registered mail, postage prepaid, with a return receipt of addressee requested, and executed shall constitute proof of submission of said certificate. An affidavit from any officer, employee or agent, duly authorized by the insured, shall be prima facie evidence that the notice was sent. This section shall apply to the legal representative, trustee, and the successor in interest of such Contractor.
 - D. The failure of the Contractor to maintain insurance coverage in accordance with the terms of this Contract shall constitute a violation of this Contract. Such failure may result in termination of the contract, at the option of the City.
 - E. The Contractor shall take notice that the cancellation of any insurance under this Contract shall not affect the obligation of the Contractor to maintain each coverage, or his/her obligations under this ("Insurance") of this Contract, or his liability under Section VIII ("Liability") of this Contract.
 - F. The Contractor shall also take notice that his/her insurer must be licensed to do business in the State of Rhode Island.
 - G. The Contractor shall file copies of all required insurance certificates with the City. All insurance certificates mentioned in this Article shall be attached to this Contract prior to award.

X. PERFORMANCE AND PAYMENT BOND

The Contractor shall deposit with the City a surety company bond (or bonds) for the satisfactory completion of work and the payment of all debts pertaining to materials and labor used or employed in the execution of the Contract, in an amount equal to the

amount of the contract award. The form of the bond (or bonds) and the surety shall be licensed or have surplus line approval to do business in the State of Rhode Island. In the event the Contract Price is adjusted by Change Order executed by the City and Contractor, the bond (or bonds) shall be deemed increased by like amount.

Prior to final payment, the Contractor shall furnish a certificate from surety stating that the performance bond covers the one-year defective workmanship and materials guarantee.

XI. SUPPLEMENTAL AGREEMENTS

No change in the character or extent of the work to be performed by the Contractor and affecting the completion date or fee schedule shall be made except by supplemental agreement in writing between the City and the Contractor. The supplemental agreement will set forth the proposed work, any extension of time for completion, if required, and adjustment, if any, of the fee to be paid to the Contractor.

In any case where the Contractor believes extra compensation is due him/her for work and services not covered by this Contract or Supplement thereto, he/she shall notify the City in writing of his/her intention to seek such compensation before he/she begins the work. The request must be passed upon by the City. In the case where the request is determined to be justified, it shall be allowed and paid for as Extra Work/Additional Work in accordance with the terms of a supplemental agreement entered into before such work is started.

The City also reserves the right to negotiate with the Contractor future work utilizing the unit prices associated with this contract.

XIII. ADDITIONAL TERMS

1. The failure of the City to enforce at any time any of the provisions of the Contract, or to exercise any option which is herein provided, or to require at any time performance by the Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Contract of any part thereof, or the right of the State to thereafter enforce each and every provision.
2. This Contract shall inure to the benefit of and be binding upon the heirs, executors, administrators, assignees, and the successors of the respective parties hereto.
3. Should any part, term, or provision of this Contract be by a court of competent jurisdiction declared invalid, illegal, or in conflict with any law of the City, State or the United States, the validity of the remaining portions or provisions shall not be affected thereby.

XIV. INDEMNITY

The Contractor shall indemnify, defend and hold harmless the City, and its elected and appointed officers, directors, and employees (each, a "City Indemnitee"), from and against (and pay the full amount of) any and all Loss-and-Expense incurred by a City Indemnitee to third parties arising from or in connection with: (1) any failure by the

Contractor to perform its obligations under this Contract; or (2) the negligence or willful misconduct of the Contractor or any of its officers, directors, employees, representatives, agents or Subcontractors in connection with this Contract, except to the extent caused by the negligence or willful misconduct of any City Indemnitee. The Contractor's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events. A City Indemnitee shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and the Contractor shall have the right to assume the defense of the claim in any Legal Proceeding and to approve any settlement of the claim. These indemnification provisions are for the protection of the City Indemnitees only and shall not establish, of themselves, any liability to third parties. The provisions of this Section shall survive termination of this Construction Contract.

XV. TERMINATION BY THE CITY

The City reserves the right to abandon, suspend or terminate the services of this Contract, or any part thereof, at any time, by giving written notice to the Contractor in accordance with Section 12 of the General Conditions.

Abandonment, suspension or termination of the Contract shall in no way limit any legal rights of the City.

XVI. EXECUTION OF CONTRACT

IN WITNESS HEREOF, the said parties hereto have caused this instrument to be signed by their duly constituted officers, attested, and sealed pursuant to proper resolutions.

By: _____
Party of the First Part (Signature)

Henry F. Winthrop, Mayor, City of Newport, RI
(Printed Name and Title)

Witness

By: _____
Party of the Second Part (Signature)

(Printed Name and Title)

Witness

Approved as to form by:

Joseph J. Nicholson, Jr., City Solicitor

**FORM OF BOND
FOR PERFORMANCE AND PAYMENT**

KNOW ALL MEN BY THESE PRESENTS: That _____

a corporation created by and existing under the laws of the State of _____,

(hereinafter called the "Principal") and _____,

a corporation created by and existing under the laws of the State of _____,

(hereinafter called the "Surety") are held and firmly bound unto the _____,

(hereinafter called the "Owner") in the full and just sum of

_____ dollars (\$ _____)

lawful money of the United States of America, to be paid to the said "Owner", its successors and assigns, to which payment well and truly to be made, we bind ourselves, our successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the above bonded "Principal" has entered into a contract with the said "Owner" by and through the

bearing date the _____ day of _____ 20____, for the

CONSTRUCTION OF

upon certain terms and conditions in said contract more particularly mentioned, and fully and specifically described in certain specifications made part of said contract; and

WHEREAS, it was one of the conditions of the award of the "Owner" pursuant to which said contract was entered into that these presents shall be executed.

NOW, THEREFORE, the condition of this obligation is such that if the above bounden "Principal" shall, in all respects, comply with and fulfill all the terms and conditions of said contract and its obligations thereunder, including the "Notice to Bidders", Information for Bidders", "Proposal", Contract and Agreement", "General Conditions of Contract", Special Conditions of Contract", "Detail Specifications" and "Plans", therein referred to and made a part thereof, and such alterations as may be made in said plans and specifications as therein provided for, and shall indemnify and save harmless the said "Owner" against or from all costs,

expense, damages, injury or loss to which the said "Owner" may be subjected to by reason of its failure to complete the work in accordance with its contract or by reason of any wrongdoing, misconduct, want of care or skill, negligence, or default, including patent infringement, on the part of the said "Principal", its agents or employees in the execution or performance of said contract, and shall promptly pay all just claims for damages for injury to persons or property and for labor and materials, incurred by said "Principal", in or about the construction or improvement contracted for, then this obligation to be void; otherwise to be and remain in full force and virtue in law.

IN WITNESS WHEREOF, the parties hereto have caused their corporate names and seals, respectively, to be hereunto subscribed and affixed by their officers in that behalf duly authorized, this

_____ day of _____, 20_____.

By _____

By _____

Signed and delivered
in the presence of:

**ACKNOWLEDGMENT FOR PRINCIPAL
(INDIVIDUAL)**

State of _____

City of _____ to wit:

I, _____, a Notary
Public in and for the City and State aforesaid, do certify that
_____.

whose name is signed to the foregoing bond, personally appeared before me in my City
and State aforesaid and acknowledged the same to be his act and deed.

My commission expires

_____.

Notary Public

Given under my hand and seal this _____ day of

_____ 20____.

**ACKNOWLEDGMENT FOR PRINCIPAL
(PARTNERSHIP)**

State of _____

City of _____ to wit:

I, _____, a Notary
Public in and for the City and State aforesaid, do certify that
_____.

whose name is signed to the foregoing bond, personally appeared before me in my City
and State aforesaid and acknowledged the same to be his act and deed.

My commission expires

_____.

Notary Public

Given under my hand and seal this _____ day of

_____ 20_____.

**ACKNOWLEDGMENT FOR PRINCIPAL
(CORPORATION)**

State of _____

City of _____ to wit:

I, _____, a Notary
Public in and for the City and State aforesaid, do certify that
_____.

whose name is signed to the foregoing bond, personally appeared before me in my City
and State aforesaid and acknowledged the same to be his act and deed.

My commission expires

_____.

Notary Public

Given under my hand and seal this _____ day of

_____ 20_____.

ACKNOWLEDGMENT FOR SURETY

State of _____

City of _____ to wit:

I, _____, a Notary

Public in and for the City and State aforesaid, do certify that

_____ /

personally appeared before me in my City and State aforesaid and made oath that he is

_____ of the

_____ /

that _____ is authorized by law to transact business in the State of Rhode Island and Providence Plantations; has complied with all laws relative to the execution of said bond; and that he is duly authorized to execute said bond for and on behalf of said company and to obligate the company with respect thereto.

My _____ commission expires

_____.

Notary Public

Given under my hand and seal this _____ day of

_____ 20_____.

PROPOSAL FORMS

CITY OF NEWPORT, R.I.
Cliff Walk Double Unisex Restroom #13-069
PROPOSAL FORMS

(These Proposal Forms shall not be detached from the Contract Documents and the entire booklet shall be included with each signed proposal.)

The undersigned, as bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed form of contract, and the plans therein referred to; that no person or persons acting in any official capacity for the City is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of contract with the City, to provide all necessary equipment, tools, and other means of construction, and to do all work and furnish all the materials shown and specified in the Contract Documents, and according to the requirements of the Director of Public Services as therein set forth, and that he will take in full payment therefore, the following sums to wit:

The undersigned further understands that the quantities of work as shown are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased, at the unit prices stated.

All prices must be written in words and figures. In case of discrepancy, the amount shown in words will govern.

Bidder acknowledges receipt of the following addendum:

(Signature)

(Title)

(Name of Firm or Corporation)

The Bid provided here represents the Bidder's NOT TO EXCEED proposal to the City of Newport for **Cliff Walk Double Unisex Restroom #13-069** as identified in these Contract Documents. The Contractor agrees to perform all of the work contained within the Contract, at the discretion of the City, in accordance with all terms and specifications contained herein at the proposed Lump Sum prices.

ITEM 1: FURNISH AND INSTALLATION OF PRECAST DOUBLE UNISEX RESTROOM

(Lump Sum in Figures)

(Lump Sum in Words)

Complete Company Name

Mailing Address, City, Zip Code

Telephone Number

Fax Number

E-Mail Address

The undersigned agrees that he will execute the Contract within ten (10) days (not including Sunday) after the Notice to Proceed date and will submit in writing within ten (10) days after the date of the Contract, a schedule of construction showing dates of starting and completion of major portions of the work, and will progress in accordance with said schedule, unless the Director of Public Services shall authorize or order a delay, to the partial and entire completion of the work within the time stipulated in the Contract.

Signature of person, firm, or corporation making bid:

SEAL

(If bid is by a corporation)

(Signature)

(Title)

(Name of Firm or Corporation)

(Address)

(Email Address)

(Date)

(Phone)

Corporate Information Page
Cliff Walk Double Unisex Restroom #13-069

List the Officers of your Corporation or Principals of your LLC or attach a similar sheet separately. Award cannot be done without the attachment

Complete Company Name

Name	Title/Officer/Position
------	------------------------

Name	Title/Officer/Position
------	------------------------

Name	Title/Officer/Position
------	------------------------

Name	Title/Officer/Position
------	------------------------

Name	Title/Officer/Position
------	------------------------

Name	Title/Officer/Position
------	------------------------

Name	Title/Officer/Position
------	------------------------

NOTE: Please provide any literature you feel may be necessary.

QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink)

1. How many years has your corporation been in business?

_____ years.

2. List up to three (3) projects of this nature that you have completed and give the name, address and telephone number of a reference from each. Also give the completed cost of each project listed.

3. Do you plan to sublet any part of this work? If so, give details.

4. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Correct Name of Bidder

(a) The Business is

(c) The address of principal place of business is:

Telephone Number: _____

APPENDIX

**SPECIFICATIONS
FOR DENALI STYLE
FLUSH TOILET BUILDINGS**

1.0 SCOPE

This specification covers the construction and placing of the Denali precast concrete flush toilet building as produced by CXT Incorporated.

2.0 SPECIFICATIONS

ASTM C33	Concrete Aggregates
ASTM C39	Method of Test for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C143	Method of Test for Slump of Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM A185	Standard Specification for Steel Welded Wire Reinforcement, Plain, or Concrete
ASTM C192	Method of Making and Curing Test Specimens in the Laboratory
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C309	Standard Specifications for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C979	Standard Specification for Pigments for Integrally Colored Concrete
ACI 211.1	Standard Practice for Selecting Proportions for Normal, Heavyweight, and Mass Concrete
ACI 306	Cold Weather Concreting
ACI 318	Building Code Requirements Structural Concrete and Commentary (includes Errata)
PCI MNL 116	Quality Control for Plants and Production of Precast Prestressed Concrete Products

3.0 MANUFACTURER CRITERIA

The manufacturer supplying the requested precast concrete flush facility must meet the following:

- A.** Manufacturer must be ISO 9001 certified at the time of bid.
- B.** Manufacturing plant must be PCI certified at the time of bid.
- C.** Manufacturer must not have defaulted on any contract within the last five years.
- D.** Manufacturer must provide stamped, engineered drawings prior to acceptance.
- E.** Manufacturer must be pre-approved prior to bidding.
- F.** Manufacturer must show four examples of precast concrete flush facilities produced, installed and in use as an example of their ability to perform this contract.
- G.** Manufacture shall provide a 20 year warranty.

Manufacturers meeting these criteria are:

CXT, Incorporated
Spokane Industrial Park
3808 North Sullivan Road, Building 7
Spokane, WA 99216
Phone: 800-696-5766

4.0 DESIGN CRITERIA

The Denali has been designed to individually meet the following criteria. Calculations and Engineer's stamped drawings are available, for standard buildings, upon request by the customer and are for their sole and specific use only. The design criteria are to ensure that the Denali not only will withstand the forces of nature listed below but to provide protection from vandalism and other unforeseen hazards.

A. Snow Load

- 1. The Denali will withstand a snow load of 250 pound per square foot snow load.

B. Floor Load

- 1. The Denali is designed to withstand 400 pounds per square foot floor load

C. Wind Load

1. The Denali will withstand the effects of 150 mile per hour (3-second gust) wind exposure C

D Earthquake

1. The Denali will withstand the effects of a seismic group 1 design category E earthquake.

E. Additional Design Standards

1. The Denali is designed to meet the requirements of the sixty-inch turning radius inside toilet room specified by the American with Disabilities Act Requirements and Uniform Federal Accessibility Standards as of the date of these specifications.
2. The Denali is an all concrete design with a minimum 7/12 roof pitch.
3. The Denali shall have a minimum 4 inch wall, 4 ½ inch roof, and 5 inch floor thickness.
4. All wall to floor interior surface seams shall have a minimum 1” radius coving made of high strength grout.

5.0 MATERIALS

A. Concrete - General

The concrete mix design will be designed to ACI 211.1 to produce concrete of good workability.

1. Concrete will contain a minimum of 675 pounds of cementitious material per yard. Cement will be a low alkali type I/II or III conforming to ASTM C-150
2. Coarse aggregates used in the concrete mix design will conform to ASTM C33 with the designated size of coarse aggregate #67.
3. Minimum water/cement ratio will not exceed .45.
4. Air-entraining admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A.
5. If Self Compacting Concrete (SCC) is used, it must conform to ASTM C1611

B. Colored Concrete

1. Color additives will conform to ASTM C979. A 12”x12”x1” color sample will be available for customer approval.
2. The following will contain colored concrete:
 - a. Toilet building roof panels
 - b. Building walls
 - c. Screen panels

3. The same brand and type of color additive will be used throughout the manufacturing process.
4. All ingredients will be weighed and the mixing operation will be adequate to ensure uniform dispersion of the color.

C. Cold Weather Concrete

1. Cold weather concrete placement will be in accordance with ACI 306.
2. Concrete will not be placed if ambient temperature is expected to be below 35 degrees F. during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45 degrees F.
3. Materials containing frost or lumps of frozen materials will not be used.

D. Hot Weather Concrete

The temperature of the concrete will not exceed 95 degrees F. at the time of placement. When the ambient reaches 90 degrees F. the concrete will be protected with moist covering.

E. Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease, loose mill scale and loose or thick rust when placed.
3. Details not shown of drawings or specified will be to ACI318.
4. Steel reinforcement will be centered in the cross-sectional area of the walls and will have at least 1 1/4" of cover on the under surface of the floor.
5. The maximum allowable variation for center-center spacing of reinforcing steel will be 1/2".
6. Full lengths of reinforcing steel will be used when possible. When splices are necessary on long runs, splices will be alternated from opposite sides of the components for adjacent steel bars. Lap bars #4 or smaller a minimum of 12". Lap bars larger than #4 a minimum of 24 bar diameters.
7. Reinforcing bars will be bent cold. No bars partially embedded in concrete will be field bent unless approved by the customer.

F. Sealers and Curing Compounds

1. Curing compounds, if used, will be colorless, complying with ASTM C309, type I or 1-D.
2. Weatherproofing sealer for exterior of building will be a clear water repellent penetrating sealer.

G. Caulking, Grout, Adhesive and Sealer

1. Caulking service temperatures from -40 to +194 degrees Fahrenheit.
2. Interior and exterior joints will be caulked with a paintable polyurethane sealant.
3. Grout will be a non-shrink type and will be painted to match the color of surrounding concrete as nearly as possible.
4. Cement base coating is formulated with a very fine aggregate system and is a built in bonding agent.

H. Paint

1. All paints and materials will conform to all Federal specifications or be similar “top-of-the-line-components”. Paints will not contain more than .06 percent by weight of lead.
2. Type of paints for toilets
 - a. Inside concrete surfaces
 - I Interior floors will be a chemical resistant urethane. The color will be gray.
 - II Interior walls and ceilings will be a modified acrylic, water repellent penetrating stain. The color will be white followed by a clear acrylic anti-graffiti sealer.
 - b. Metal surfaces both inside and out
 - I DTM ALKYD
 - c. Exterior concrete surfaces
 - I Exterior slab will be clear sealer
 - II Exterior walls and roof will be a water repellent penetrating stain in the same color as the walls or roof followed by a clear acrylic anti-graffiti sealer

I. Grab bars

Grab bars will be 18 gauge, type 304 stainless steel with 1-1/2” clearance. Grab bars will each be able to withstand 300 pound top loading.

J. Toilet Paper Dispenser

Dispenser will be constructed of 1/4" thick, type 304 stainless steel. Dispenser will be capable of holding three (3) standard rolls of toilet paper. Toilet paper holder fastening system will be able to withstand 300 pound top loading.

K. Steel Doors

1. Doors will be flush panel type 1-3/4" thick, minimum 16 gauge Galvanized steel, top painted with DTM ALKYD.
2. Door frames will be knockdown or welded type, single rabbet, minimum 16 gauge prime coated steel top painted with DTM ALKYD, width to suit wall thickness. Three (3) rubber door silencers will be provided on latch side of frame.

L. Door Hinges

Door hinges will be 3 per door with dull chrome plating 4-1/2"x4-1/2", adjustable tension, automatic-closing for each door.

M. Lockset

1. Lockset will meet ANSI A156.2 Series 4000, Grade 1 cylindrical lockset for exterior door.
2. Lever handle both inside and out
3. Either handle operates latch unless outside handle is locked by inside push-button.
4. Push-button will automatically release when inside lever handle is turned or door is closed.
5. Emergency slot on exterior so door can be unlocked from the outside with a coin, screwdriver and etc.
6. Inside lever always active.
7. U.S. 26D finish.

N. Dead Bolt

Deadbolt will be a Lori Lock standard model with a double cylinder, 2 3/4" backset, and US26D finish. The cylinder will be a standard 1 1/8" Schlage Mortise cylinder with compression ring and 626 finish.

O. Door Stop

Doorstop will be a dome style stop meeting ANSI 156.16.

P. Double Coat Hook

Coat hook will be 304 stainless steel 16 gauge (1.5mm), formed construction with a satin finish and have 3/16" x 7/8" nail in anchor. Upper hook will extend at least 2-1/2" inches from the wall. Lower hook will extend at least 1-1/4" from the wall.

Q. Door Sweep

Door sweep will be provided at the bottom of door and will be an adjustable brush type.

R. Wall Vent

Wall vent will be crank operated allowing the unit to be opened or closed. Crank will be removable. Vent cover will be 14 gauge 304 stainless steel painted with DTM and anchored into the concrete wall with high strength anti-rust tap con fasteners. Vent to come with insect screen. Cover to be recessed a minimum 3/4" on exterior walls with a 45 degree bevel. Interior to be flush mounted. Wall vent will not protrude from the wall.

S. Signs

1. Signs to have raised pictograms, letters and Braille to meet ADA.
2. All signs inset a minimum of 3/4" into wall with 45 degree bevel.
3. All signs to be anchored into concrete with 1/4" x 3/4" concrete anchor nails.

T. Windows

1. Window frames will be constructed from steel.
2. Window glazing will be 3/16" thick translucent pebble finished mar-resistant Lexan.
3. Windows to have 3/4" recess with 45 degree bevel.
4. Window frames to have vandal resistant fasteners.

U. Plumbing

1. All fixtures to meet ANSI A112.19.2
2. Waste and vent material will be ABS or PVC plastic and will be plumbed to meet Uniform Building Codes.
3. Water material will be copper tubing Type L, hard drawn. A gate

valve will be provided at the inlet end of the water line. All water lines will be of a size to provide proper flushing action based on a nominal water pressure of 40 psi.

4. All plumbing will be concealed in the service area.
5. Toilet will be constructed of vitreous china, wall hung, with siphon jet action. Toilet will have a back spud for a concealed flush valve connection and will be mounted with the top of the seat 18 inches above the finished floor. Seat will be heavy duty solid plastic with an open front. Optional stainless steel fixtures available.
6. Flush valve will be concealed closet flush-o-meter constructed of rough brass. Furnish valve with integral vacuum breaker and wall mounted push button. Valve will be of a water saver type with a flow of 1.6 gallons per flush.
7. Lavatory will be vitreous china with back splashguard, front overflow opening, equipped with brass trap and drainpipe without stopper. Sink will be 20 inches wide x 18 inches front to back x 5 ¾ inches deep with ADA trap cover. Optional stainless steel fixtures available.
8. Water valve will be self-closing water set with indexed push button.
9. Hose bib available in the chase area.
10. A main shut-off valve and drain will be provided with plumbing.
11. Hammer arrester to be installed on water line.
12. Trap primer distribution unit shall be installed.
13. Optional Instant-Flow tankless electric water heater. Temperature rise of 75 degrees at .5gpm with a temperature preset of 104 degrees.

V. Electrical

1. All components UL listed
2. All electrical wiring will be in conduit, surface mounted in the service area and concealed in the user compartments. All wire will be copper.
3. A 100-amp NEMA 3R breaker panel will be provided and must be mounted on the exterior of the building to meet electrical code.
4. The chase area will have, cast in both common walls, lexan windows to allow light into each toilet room with Two (2) 4-foot 3 bulb wall mounted low temperature ballast light fixture.
5. 2 exterior 35-watt High Pressure Sodium lights, polycarbonate vandal resistant.
6. The optional hand dryer is an air compression type with remote motor unit. Push button switch located in cast nozzle housing with flexible hose connecting blower motor, housing and nozzle. Power input 120VAC, 7A (non-heated air).
7. One GFI outlet located next to the sink.
8. Two restroom area exhaust fans HVI certified, with 270 CFM speed controlled (control in chase area)
9. Lighting on the exterior of building will be photocell activated;

interior will be motion activated; override switch in chase/utility room.

6.0 MANUFACTURE

A. Mixing and Delivery of Concrete

Mixing and delivery of concrete will be in accordance with ASTM C94, section 10.6 through 10.9 with the following additions:

1. Aggregate and water will be adjusted to compensate for differences in the saturated surface-dry condition.

B. Placing and Consolidating Concrete

Concrete will be consolidated by the use of mechanical vibrators. Vibration will be sufficient to accomplish compaction but not to the point that segregation occurs.

C. Finishing Concrete

1. Interior floor and exterior slabs will be floated and troweled.
2. All exterior building walls and exterior screen walls will be any one of the available textures.
3. All exterior surfaces of the roof panels will be cast to simulate any one of the available textures. The underside of the overhang will have a smooth finish.

D. Cracks and Patching

1. Cracks in concrete components which are judged to affect the structural integrity of the building will be rejected.
2. Small holes, depressions and air voids will be patched with a suitable material. The patch will match the finish and texture of the surrounding surface.
3. Patching will not be allowed on defective areas if the structural integrity of the building is affected.

E. Curing and Hardening Concrete

1. Concrete surfaces will not be allowed to dry out from exposure to hot, dry weather during initial curing period.

7.0 FINISHING AND FABRICATION

A. **Structural Joints**

1. Wall components will be joined together with two welded plate pairs at each joint. Each weld plate will be 6" long and located one pair in the top quarter and one pair in the bottom quarter of the seam. Weld plates will be anchored into the concrete panel and welded together with a continuous weld. The inside seams will be a paintable caulk. The outside seams will use a caulk in a coordinating building color or clear.
2. Walls and roof will be joined with weld plates, 3"x6" at each building corner.
3. The joint between the floor slab and walls will be joined with a grout mixture on the inside, a matching colored caulk on the outside and two weld plates 6" long per wall.

B. **Painting/Staining**

1. An appropriate curing time will be allowed before paint is applied to concrete.
2. Some applications may require acid etching. A 30% solution of hydrochloric acid will be used, flushed with water and allowed to thoroughly air dry.
3. Painting will not be done outside in cold, frosty or damp weather.
4. Painting will not be done outside in winter unless the temperature is 50 degrees F. or higher.
5. Painting will not be done in dusty areas.
6. Schedule of finishes
 - a. Inside concrete surfaces
 - I Inside floors will be 1 coat of 1-part water based chemical resistant urethane.
 - II Interior walls and ceilings will be 2 coats of a modified acrylic, water repellent penetrating stain, followed by 1 coat of clear sealer.
 - b. Metal surfaces both inside and out
 - I 2 coats of DTM ALKYD
 - c. Exterior concrete surfaces
 - I Exterior walls will be 2 coats of water repellent penetrating stain in the same color as the walls or roof followed by 1 coat of clear acrylic anti-graffiti sealer.

8.0 TESTING

The following tests will be performed on concrete used in the manufacture of toilets. All testing will be performed in the CXT (PCI certified) laboratories. Testing will only be performed by qualified individuals who have been certified ACI Technician Grade 1. Sampling will be in accordance with ASTM C172.

1. The air content of the concrete will be checked per ASTM C231 on the first batch of concrete. The air content will be in the range of 5.0% +/- 2.0%.
2. The compressive strength of the cylinders will be tested to ASTM C39. We will make one (1) cylinder for release, one (1) for 7-days and one (1) for 28-days. The release must be a minimum strength of 2500 psi, the 7-day must be a minimum of 4500 psi and the 28-day must be a minimum of 5000 psi.
3. A copy of all test reports will be available to the customer as soon as 28-day test results are available.

9.0 INSTALLATION

A. Scope of Work

Work specified under this Section relates to the placement of the unit by CXT on customer prepared foundations.

B. Location

It's the responsibility of the customer to:

1. Provide exact location by stakes or other approved method.
2. Provide clear and level site free of overhead and/or underground obstructions.
3. Provide access to the site for truck delivery and sufficient area for the crane to install and the equipment to perform the contract requirements.
4. Water, electrical, and sewage site connections to be placed per CXT drawings. Must be placed to easily connect to the building.

C. Compacting

The bottom of the area must be compacted after it has been dug out. After the base has been placed, it must be compacted as well. The bearing of the soil and base should be a minimum of 1,500 pounds per square foot.

D. Base

After compacting the bottom of the area, a minimum of 6" of a compacted, 3/4" minus material base of gravel (i.e. road base) should be placed for support, leveling and drainage purposes. The base also limits frost action. The base must be confined so as to prevent washout, erosion or any other undermining.

E. Access to Site

Delivery to site made on normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck and equipment due to weather, physical constraints, roadway width or grade, CXT may require an alternate site with better access provided to ensure a safe and quality installation. In any such case, additional costs for cranes, trucking, and etc. will be charged to the account of the customer.

10.0 WARRANTY—PRECAST DIVISION

CXT provides a warranty against defects in material or workmanship for a period of twenty (20) years on all concrete components. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

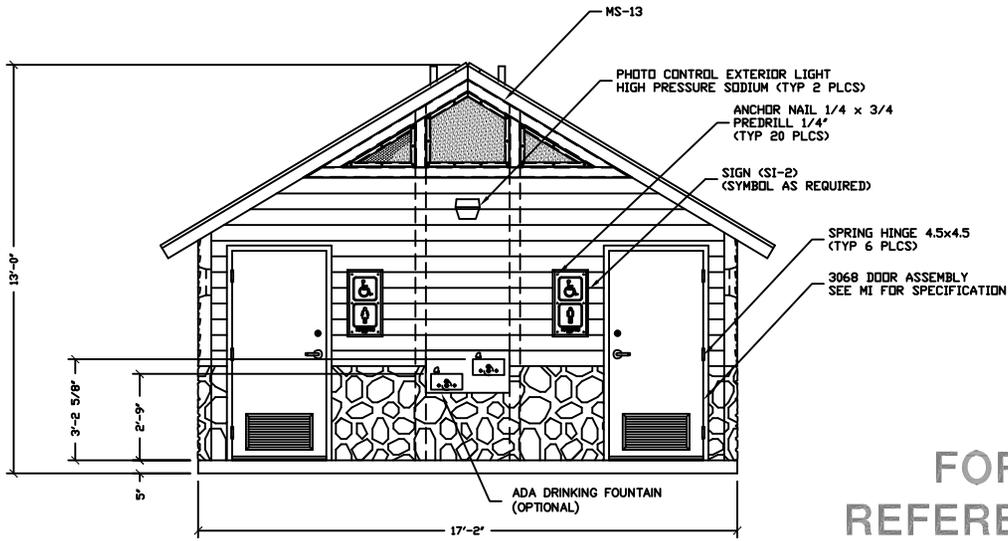
1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;
2. To any goods which have been subject to misuse, negligence, acts of God or accidents or
3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

11.0 DISCLAIMER OF OTHER WARRANTIES

The warranty set forth above is in lieu of all other warranties, express or implied. All other warranties are hereby disclaimed. CXT makes no other warranty, express or implied, including, without limitation, no warranty of merchantability of fitness for a particular purpose or use.

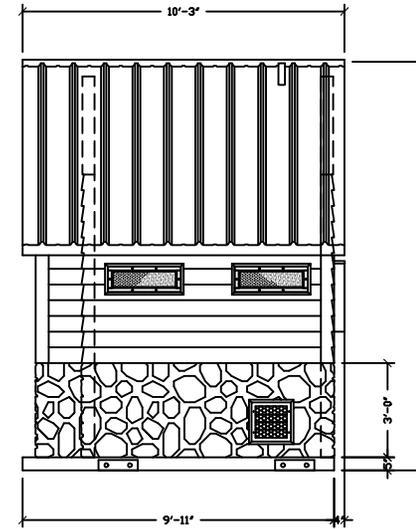
12.0 LIMITATION OF REMEDIES

In the event of any breach of any obligation hereunder, breach of any warranty regarding the goods or any negligent act or omission or any party, the parties shall otherwise have all rights and remedies available at law; however, IN NO EVENT SHALL CXT BE SUBJECT TO OR LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

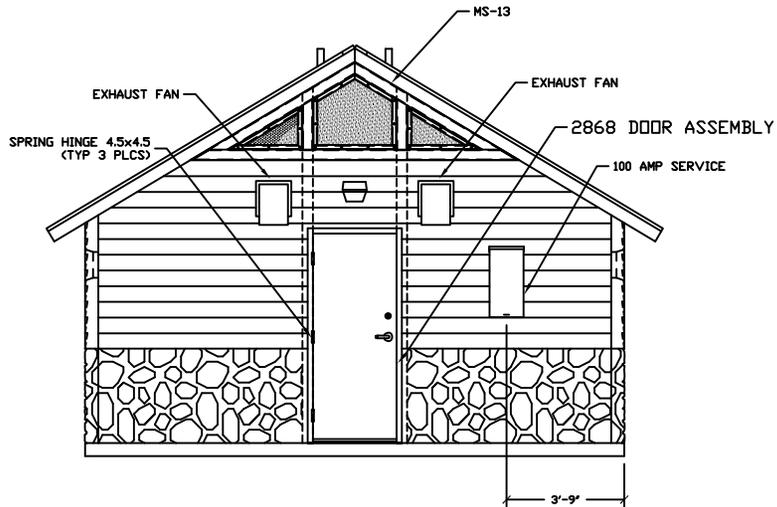


FRONT ELEVATION

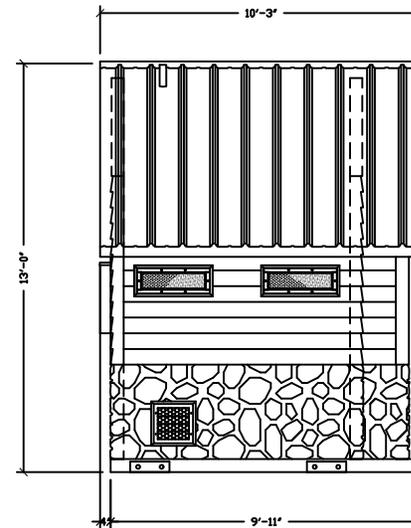
FOR
REFERENCE
ONLY



RIGHT SIDE ELEVATION



REAR ELEVATION



LEFT SIDE ELEVATION

QUANTITY SCHEDULE			
NO.	QTY	NO.	QTY
3-2	2		
SPRING HINGE 4.5x4.5	6		
2868 DOOR ASSEMBLY	2		
2868 DOOR ASSEMBLY	1		
ANCHOR NAIL 1/4x3/4	20		
MS-13	2		

DL. FT. COND. DL. FT. S&P. APPROXIMATE WEIGHT

3808 N. Sullivan Bldg. #7 Spokane, WA 99216
CXT
 Precast Products
 901 N. Highway 77 Hillboro, TX 78645

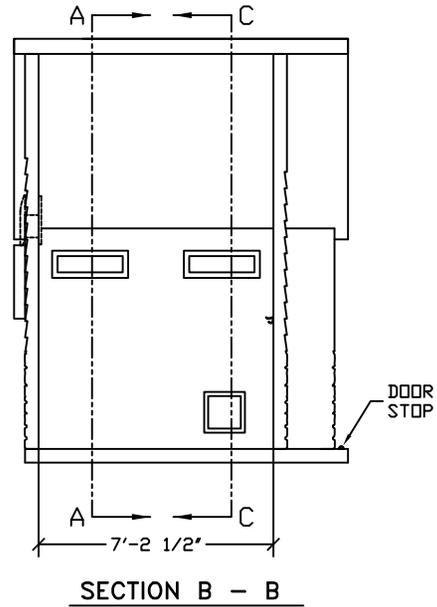
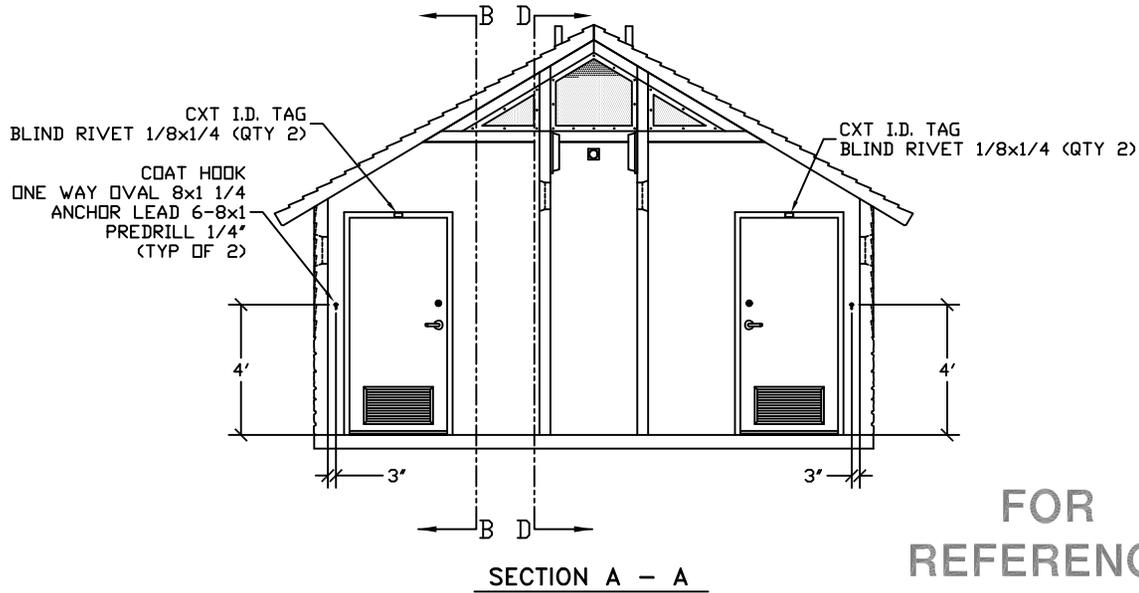
PROJECT NO. **DENALI**
CXT STANDARD BUILDING

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 CXT Incorporated

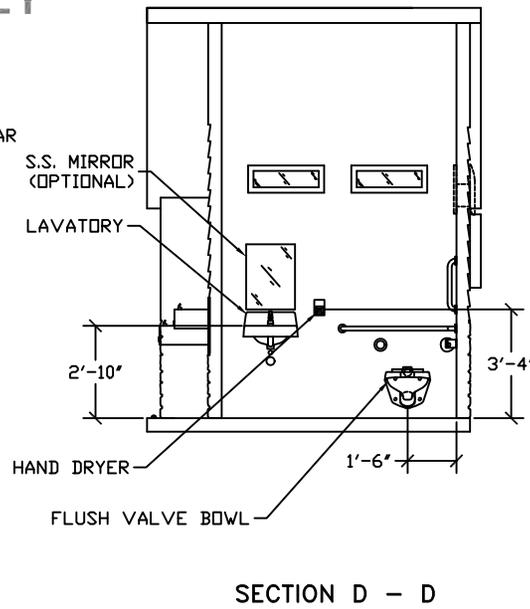
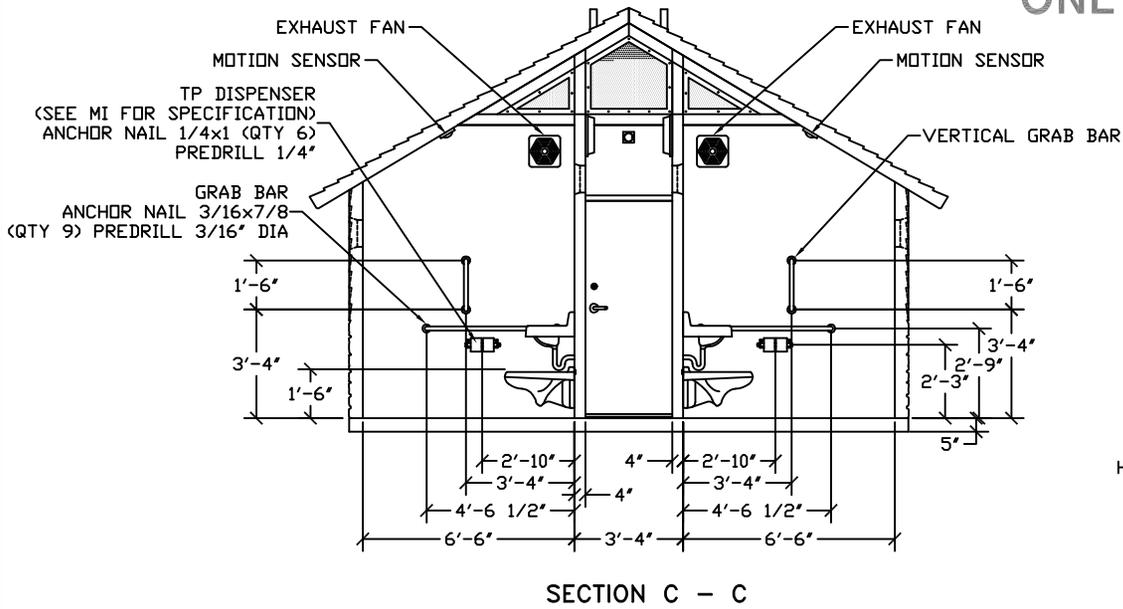
NO.	DATE	BY	REVISION

SCALE: 1/4" = 1'-0" DATE: CXT-11-08
 DRAWN: B. BRESLER FILE NO.: PD-DN02
 CHECKED: PLOT: 48

EXTERIOR ELEVATIONS
 DWG NO. **DN-02** SHEET **1** OF **1** REV.



FOR
REFERENCE
ONLY



EMBEDDED MATERIALS			
ITEM	QTY	ITEM	QTY
BLIND RIVET 1/8x1/4	4		
GRAB BAR	2		
TP DISPENSER	2		
TOILET PAPER ROLL	4-6		
COAT HOOK	2		
DOOR STOP	2		
ONE WAY OVAL 8x1 1/4	4		
ANCHOR LEAD 6-8x1	4		
CXT I.D. TAG	2		
ANCHOR NAIL 1/4x1	12		
ANCHOR NAIL 1/4x3/4	8		
ANCHOR NAIL 3/16x7/8	18		
CU. FT. CONC.		SQ. FT. W.W.F.	APPROXIMATE WEIGHT



PROJECT TITLE
DENALI
CXT STANDARD BUILDING

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REV.	DESCRIPTION	APPROVAL	DATE

SCALE	1/4"=1'-0"	DATE	04-28-08
DRAWN	D BRESSLER	FILE NO.	PD-DN03
CHECKED		PLOT	48

INTERIOR ELEVATIONS

DWG NO.	SHEET	REV.
DN-03		

