

Owner: State of Rhode Island Board of Education, University of Rhode Island
and The State of Rhode Island

In care of: Office of Capital Projects
University of Rhode Island
60 Tootell Road - Sherman Building
Kingston, RI 02881

Attn: Kenneth J. Burke, P.E., Assistant Director

Design Agent: Horsley Witten Group, Inc.
55 Dorrance Street
Providence, RI 02903

PROJECT MANUAL

Green Hall Parking Lot Improvements

University of Rhode Island
Kingston Campus

March 2019
Revised April 2019



HW Project Number: 17070B
URI Project Number: KC.T.PARK.2017.004

PROJECT MANUAL
Division 0 through 33

**Green Hall Parking Lot Improvements
Kingston Campus
South Kingston, RI**

University of Rhode Island

Construction Documents
March 2019
Revised April 2019

HW Project Number: 17070B
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DOCUMENT 00 0115 - LIST OF DRAWINGS

<u>Dwg. No.</u>	<u>Drawing</u>	<u>Date</u>
Cover/Title Sheet		April 2019
Survey		
Sheet C-2	Existing Conditions Plan	April 2019
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Civil		
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END OF DOCUMENT



AIA® Document A101™ – 2017

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

AGREEMENT made as of the date of issuance of the Owner's Purchase Order.

(Paragraph Deleted)

BETWEEN the Owner:

(Name, legal status, address, telephone and facsimile numbers, and website)

**State of Rhode Island One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
401.578.8100 (telephone); 401.574.8387 (facsimile)**

**acting by and through,
The University of Rhode Island Purchasing Department
10 Tootell Road
Kingston, Rhode Island 02881
401.874.2171 (telephone); 401.874.2306 (facsimile)
<http://web.uri.edu/purchasing/>**

**and
Rhode Island Council on Postsecondary Education
560 Jefferson Boulevard, Suite 100
Warwick, Rhode Island 02886
401.456.6000 (telephone); 401.732.3541 (facsimile)**

on behalf of the User Agency:
(Name, legal status, address, telephone and facsimile numbers, and website)

**The University of Rhode Island
Office of Capital Projects
60 Tootell Road – Sherman Building
Kingston, Rhode Island 02881
401.874.2725 (telephone)**

and the Contractor:
(Name, legal status, address, telephone and facsimile numbers, and website)

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

ADDITIONS AND DELETIONS:

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

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

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

The Design Agent:

Init.

AIA Document A101™ – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 13:35:41 ET on 12/11/2018 under Order No. 3329720254 which expires on 08/27/2019, and is not for resale.

User Notes:

(3B9ADA3B)

| (Name, legal status, address, telephone and facsimile numbers, and website)

The Owner and Contractor agree as follows.



Init.

| (Paragraph Deleted)

| The Owner and Contractor agree as follows.

TABLE OF ARTICLES

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- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

| The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. No part of the Work shall be performed by Subcontractors without the Owner's prior written consent.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

| **§ 3.1** The date of commencement of the Work shall
be the later of: (i) the issuance of the Purchase Order by the Owner; and (ii) the
(Paragraph Deleted)

| date set forth in a notice to proceed issued by the User Agency.

| *(Paragraphs Deleted)*

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

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

Init.

[] By the following date:

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

Portion of Work

Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item

Price

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

Item

Price

Conditions for Acceptance

§ 4.3 Allowances, if any, are specified in the Bid Proposal Form and are included in the Contract Sum.

(Paragraph Deleted)

(Table Deleted)

§ 4.4 Unit prices, if

any, are specified in the Bid Proposal Form and include all costs, including without limitation, labor, materials, services, regulatory compliance, overhead, and profit necessary for the completion of the Work. Unit prices shall be used for both additions to, and deletions from the Work.

(Table Deleted)

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

.1 In the event that there is one date for Substantial Completion of the Work, the Contractor shall pay the Owner the sum stipulated in this Section 4.5.1 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work is substantially complete: \$ _____.

.2 In the event that the Project is scheduled to be completed in phases, and there is more than one date for Substantial Completion of the Work, the Contractor shall pay the Owner an aggregate amount equal to the sums stipulated in this Section 4.5.2 as liquidated damages, and not as a penalty, for each calendar day of delay until the Work for each phase is substantially complete:

Init.

Phase	Liquidated Damages Sum
-------	------------------------

.3 The Owner and the Contractor have reasonably determined the sums set forth in this Section 4.5 to be a fair estimate of the Owner' actual damages which are difficult to ascertain in the event of delay.

§ 4.6 Other:
(Paragraph Deleted)

The Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Owner shall make payment of the certified amount, less retainage, to the Contractor not later than the 30th working day following written approval by the Owner.

(Paragraph Deleted)

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

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

§ 5.1.6 In accordance with AIA Document A201™–2007, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Design Agent has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2007;
- .3

Init.

- For Work performed or defects discovered since the last payment application, any amount for which the Design Agent may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2007; and
- 4 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due: five (5%) percent.

(Paragraph Deleted)

§ 5.1.7.1.1 Deleted.

§ 5.1.7.2 Deleted.

(Paragraph Deleted)

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

(Insert any other conditions for release of retainage upon Substantial Completion.)

The amount of five (5%) percent shall be retained by the Owner until the first anniversary of final completion of the Work.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2007.

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

§ 5.1.10 Within 10 working days of receipt of any progress payment from the Owner, the Contractor must pay its Subcontractors the full amount included for each such Subcontractor within the Contractor’s Application for Payment in accordance with the provisions of AIA A201 – 2007, General Conditions of the Contract for Construction.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, less the amount withheld pursuant to § 5.1.7.3, shall be made by the Owner to the Contractor when:

- 1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Design Agent and approved in writing by the Owner;
- 3 the Contractor has submitted its final release and final releases from all of its Subcontractors and suppliers in a form acceptable to the Owner; and
- 4 the Contractor has submitted to the Owner all close-out documents, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 working days after the issuance of the Design Agent’s final Certificate for Payment and written approval by the Owner.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with the provisions of “Prompt Payment by Department of Administration,” R.I. Gen. Laws §§ 42-11.1-1 et seq.

Init.

§ 5.4 Owner's Rights

§ 5.4.1 The Owner shall have the right to deduct from any payments due to the Contractor the amount of any unpaid obligations owed to the State of Rhode Island by the Contractor, including without limitation, any and all unpaid taxes, the amount of any claim against the Contractor arising out of this Agreement, or any amount on account of any other reason permitted by applicable law.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

Claims shall be referred to the Initial Decision Maker for initial decision. The University of Rhode Island Vice President for Administration and Finance pursuant to the provisions of the "Delegation of Limited Procurement Authority," dated January 19, 2018 and the provisions of the "State Purchases Act," R.I. Gen. Laws § 37-2-1 et seq., will serve as the Initial Decision

Maker in accordance with the provisions of the State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 6.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 6.3 of any Claim arising prior to the date final payment is due.

§ 6.2 Mediation

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 6.3, the Contractor shall have the

option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor, the Owner and the Contractor shall attempt to select a mediator, and in the event that the Owner and the Contractor cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

(Paragraph Deleted)

§ 6.3 Binding Dispute Resolution

For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 6.1, or mediation at the option of the Contractor pursuant to Section 6.2, the method of binding dispute resolution shall be determined in accordance with the provisions of the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007. The Contract may also be terminated by the Owner: (i) in the event of the unavailability of appropriated funds; (ii) in the absence of a determination of continued need; or (iii) as otherwise provided in the State of Rhode Island Procurement Regulations General Conditions of Purchase or other applicable law.

§ 7.1.1 Deleted.

§ 7.2 The Work may be suspended by the Owner as provided in: (i) the State of Rhode Island General Conditions of Purchase Regulation or other applicable law; or (ii) Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to: (i) the AIA Document A201 – 2007 or other Contract Document as modified by the Owner; and (ii) that provision in the AIA Document A201 – 2007 or other Contract Document as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Representatives for the Owner

§ 8.2.1 The Owner's representative:

Init.

(Name, title, address, email address, and other information for the preferred methods of contact)

The University of Rhode Island, Purchasing Department
10 Tootell Road
Kingston, Rhode Island 02881
Paul M. DePace, PE
401.874.2725 (telephone)

§ 8.2.2 The User Agency's representative:

(Name, title, address, email address, and other information for the preferred methods of contact)

The University of Rhode Island
Office of Capital Projects
60 Tootell Road – Sherman Building
Kingston, Rhode Island 02881
Paul M. DePace, PE
401.874.2725 (telephone)

§ 8.2.3 The Design Agent's representative:

(Name, title, address, email address, and other information for the preferred methods of contact)

§ 8.3 The Contractor's representative:

(Name, title, address, email address, and other information for the preferred methods of contact)

§ 8.4 Neither the Owner's nor the Contractor's representative nor the Design Agent's representative shall be changed without 10 working days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Solicitation and elsewhere in the Contract Documents.

§ 8.6 Deleted.

§ 8.7 Other provisions:

§ 8.7.1 **The Contractor represents and warrants to the Owner, in addition to any other representations and warranties of the Contractor elsewhere in the Contract Documents:**

.1 The Contractor and its Subcontractors are each financially solvent, able to pay their debts as they mature, and possess sufficient working capital to perform their obligations under the Contract Documents.

Init.

.2 The Contractor and its Subcontractors are each able to furnish the tools, materials, equipment, and labor required to complete the Project as required under the Contract Documents.

.3 *The Contractor and each Subcontractor are authorized to do business in the State of Rhode Island and are properly licensed by all necessary governmental authorities having jurisdiction over them and over the Work and the Project.*

.4 The execution of this Agreement and its performance is within its duly authorized powers.

.5 The Contractor has visited the site of the Project, familiarized itself with the local and special conditions under which the Work is to be performed, and correlated its observations with the requirements of the Contract Documents.

.6 The Contractor possesses the requisite level of experience and expertise in the business administration, construction, and superintendence of projects of the size, complexity, and nature of the Project, and it will perform the Work with the care, skill, and diligence of a contractor possessing such experience and expertise.

§ 8.7.2 The representations and warranties of the Contractor in this Section 8.7 and elsewhere in the Contract Documents will survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work.

§ 8.7.3 Any Change Orders or other Modifications must be approved in writing by the Owner.

§ 8.7.4 The Owner is the State of Rhode Island, acting by and through the University of Rhode Island Purchasing Department, and therefore, pursuant to the provisions of R.I. Gen. Laws § 34-28-31, mechanics liens may not be placed against the Project.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner
- .2 **Deleted.**
- .3 AIA Document A201™–2007, General Conditions of the Contract for Construction, as modified by the Owner.
- .4 **Deleted.**
- .5 Drawings

(Table Deleted)

The Drawings are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

- .6 Specifications

(Table Deleted)

The Specifications are included in the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

- .7 Addenda, if

(Table Deleted)

any, issued pursuant to the Solicitation form a part of the Solicitation and are available on the Division of Purchases website at www.purchasing.ri.gov.

- .8

Init.

Supplementary and other Conditions of the Contract, including without limitation, the State of Rhode Island General Conditions of Purchase Regulation.

.9 Other documents listed below:

(Paragraph Deleted)

.1 The Solicitation, issued by the Owner, including without limitation, the Invitation to Bid, the Instructions to Bidders, the Specifications and Drawings, any Addenda, and the Bid Checklist.

(Paragraph Deleted)

.2 The Bid Proposal, including without limitation, the Bid Form and the Bidder Certification Cover Form.

(Table Deleted)

.3 The Purchase Order issued by the Owner.

§ 9.2 This Agreement and the Contract Documents are subject to, and governed by, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are fully incorporated into this Agreement by this reference.

(Table Deleted)

(Paragraph Deleted)

§ 9.3 *In the event of any conflict between or among the Contract Documents, or any Contract Documents and any provision of the State of Rhode Island Procurement Regulations and/or any other provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control.*

ARTICLE 10 BENEFITS OF AGREEMENT

§ 10.1 The User Agency is a disclosed third-party beneficiary of this Agreement and shall have all of the rights and benefits hereunder to which such a party is entitled. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, any other third party against the Owner or the User Agency.

§ 10.2 This Agreement shall be binding on the Contractor and its successors and assigns; provided, however, that the Contractor may not assign its rights nor delegate its responsibilities under this Agreement without the Owner's prior written consent.

This Agreement is entered into as of the day and year first written above; provided, however, that this Agreement shall not become a valid, binding, and enforceable contract unless and until the Owner shall have issued a Purchase Order.

**THE STATE OF RHODE ISLAND, acting by
and through THE UNIVERSITY OF RHODE
ISLAND PURCHASING DEPARTMENT and
RHODE ISLAND COUNCIL ON
POSTSECONDARY EDUCATION**

OWNER *(Signature)*

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)



Init.

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DOCUMENT 00 6140 - WAIVER OF LIEN FORM

U. R. I. Document Waiver of Lien Form is included, following this page, as an integral part of the Contract documents. A copy with completed information must be submitted with the second and each succeeding Application for Payment.

UNIVERSITY OF RHODE ISLAND

Construction Project Title: _____

General Contractor: _____

Subcontractor/Supplier: _____

DUNS No.: _____

Application and Certificate for Payment No: _____
(prior to Application accompanying this form)

Schedule of Values Line Item No.: _____

DESCRIPTION OF WORK Heading: _____

Total payment Received, Including Current Payment: \$ _____

The undersigned Representative of the above Subcontractor/Supplier has been contracted by the above General Contractor to furnish materials, or labor, or both, as included in the approved Schedule of Values under the Line Item No.____, and DESCRIPTION OF WORK heading indicated above, for the Construction Project listed above.

The undersigned acknowledges receipt of payment, under this Line Item No., and DESCRIPTION OF WORK heading, and hereby waives and releases any and all lien, or claim or right to lien, on the Construction Project listed above, and premises, under the statutes of the State of Rhode Island, relating to Mechanics Liens, on account of materials, or labor, or both, furnished, or which may be furnished, by the undersigned to, or on account of, the above numbered Application and Certificate for Payment.

Signed on this _____ day of _____, 20__.

(signature)

(firm name)

END OF DOCUMENT

DOCUMENT 00 7000 – GENERAL CONDITIONS

PART 1 – GENERAL

- 1.1 The General Conditions to be utilized on this project is AIA Document A201-2017 as amended, a copy of which follows this page.

END OF DOCUMENT



AIA[®] Document A201[™] – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

THE OWNER:

(Name, legal status and address)

State of Rhode Island
One Capitol Hill, Second Floor
Providence, Rhode Island 02908-5855
(401) 574-8100 (telephone)
(401) 574-8387 (facsimile)

(Paragraphs deleted)

acting by and through

(Paragraphs deleted)

The University of Rhode Island Purchasing Department

(Paragraphs deleted)

10 Tootell Road
Kingston, Rhode Island 02881
(401) 874-2171 (telephone)
(401) 874-2306 (facsimile)
<http://web.uri.edu/purchasing/>

(Paragraph deleted)

and

Rhode Island Council on Postsecondary Education
560 Jefferson Boulevard, Suite 100
Warwick, Rhode Island, 02886
(401) 456-6000 (telephone)
(401) 732-3541 (facsimile)
On behalf of the User Agency

THE USER AGENCY

(Paragraphs deleted)

(Name, address, telephone and facsimile numbers, and web address)

The University of Rhode Island

(Paragraphs deleted)

Office of Capital Projects

(Paragraphs deleted)

60 Tootell Road – Sherman Building
Kingston, Rhode Island 02881

(Paragraphs deleted)

(401) 874-2725 (telephone)

(Paragraphs deleted)

ADDITIONS AND DELETIONS:

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

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

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THE Design Agent:

(Paragraphs deleted)

(Name, legal status, address, telephone and facsimile numbers, and web address)

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (the Agreement) and consist of the Agreement (and the documents enumerated therein), Conditions of the Contract (General Conditions, Supplementary Conditions, if any, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Design Agent.

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.2.4 In the event of any conflicts or discrepancies among the Contract Documents, the provisions of the Contract Documents will be interpreted in the following order of priority:

- .1 Modifications (if any).
- .2 The Purchase Order.
- .3 The Agreement.
- .4 The Solicitation, including any Addenda, and the Specifications and Drawings
- .5 The Supplementary Conditions (if any).
- .6 The General Conditions.
- .7 The Bid Proposal.

§ 1.2.5 In the event of any conflicts or discrepancies between the Contract Documents and the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

§ 1.2.6 In the event of any inconsistency between the Drawings and Specifications, the better quality or greater quantity of Work shall be provided.

§ 1.2.7 The Owner will be the final decision maker for any and all interpretations.

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Owner and the User Agency shall have a perpetual license to utilize the Drawings, Specifications, and other documents, including electronic or digital documents, prepared by the Design Agent and the Design Agent's consultants, for the execution of the Project and shall have and retain all rights to use them and reproduce them for the production and maintenance of the Work described therein. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Agent's or Design Agent's consultants' reserved rights.

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express

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authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Design Agent does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 Deleted.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Deleted.

§ 2.2.2 The Contractor shall secure and pay for permits and fees, necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

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

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

§ 2.2.5 Deleted.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a 10 working-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Agent's additional services made necessary by such default, neglect, or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Design Agent. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

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

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and the Design Agent any errors, inconsistencies, or omissions discovered by or made known to the Contractor or additional Drawings, Specifications, or instructions required to define the Work in greater detail to permit the proper progress of the Work as a request for information in such form as the Design Agent may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.3.1 Omissions from the Drawings and Specifications of items obviously needed to perform the Work properly, such as attachments, bolts, hangers, and other fastening devices, shall not relieve the Contractor from the obligation to furnish and install such items.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Design Agent issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2, 3.2.3, or 3.2.3.1, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Design Agent for damages resulting from errors, inconsistencies, or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.4.1 The Contractor shall not make any changes without prior written authorization from the Design Agent and the Owner.

§ 3.2.5 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Design Agent and shall not proceed with that portion of the Work without further written instructions from the Design Agent. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without

acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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

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

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. Whenever the Contractor has an obligation to provide labor and materials under the Agreement, the Contractor, at a minimum, shall provide the labor for, and furnish and install and place in operation all items, including without limitation, all proper connections.

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

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

§ 3.5 WARRANTY

The Contractor warrants to the Owner and the Design Agent that materials and equipment furnished under the Contract will be of first quality, prime manufacture, and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements, including substitutions not properly authorized, may be considered defective and, unless a longer period is required elsewhere in the Contract Documents, will be repaired and/or replaced, at the option of the Owner, for a period of one year following Final Completion of the Work. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Design Agent, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

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

§ 3.6.2 The State of Rhode Island is exempt from payment of any federal or state excise, transportation, or sales tax. The Rhode Island Department of Administration Division of Purchases will furnish Exemption Certificates upon request.

§ 3.6.3 Pursuant to R.I. Gen. Laws § 44-1-6, the Owner shall withhold payment from the Contractor if the Contractor does not maintain a regular place of business in Rhode Island in the amount of three (3%) percent of the Contract Sum until 30 calendar days after Final Completion and compliance by the Contractor with the requirements of such section.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections required by the Rhode Island State Building Code

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necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. The Contractor shall be responsible for obtaining the Certificate of Occupancy from the appropriate governmental authorities.

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

§ 3.7.3 The Contractor shall promptly notify the Design Agent and the Owner if the Contractor becomes aware that the Contract Documents are not in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Design Agent before conditions are disturbed and in no event later than 21 working days after first observance of the conditions. The Design Agent will promptly investigate such conditions and, if the Design Agent determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Design Agent determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Design Agent shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Design Agent's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 SUPERINTENDENT

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

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§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Design Agent the name and qualifications of a proposed superintendent. The Design Agent may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to the proposed superintendent or (2) that the Design Agent requires additional time to review. Failure of the Design Agent to reply within the 14 working-day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, within 20 working days after the issuance of the Purchase Order, shall prepare and submit for the Owner's and Design Agent's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals, not less frequently than monthly, as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. The Contractor shall certify on the initial schedule and all revised schedules that they comply with the Contract Documents.

§ 3.10.2 The Contractor shall prepare a submittal schedule, within 20 working days after the issuance of the Purchase Order, and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Owner's and the Design Agent's approval. The Owner's and the Design Agent's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Owner and the Design Agent reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Design Agent and shall be delivered to the Design Agent for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Design Agent will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Agent. The Owner and the Design Agent shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Design Agent have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Design Agent will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.12.11 The Owner shall be entitled to reimbursement from the Contractor for amounts paid to the Design Agent for evaluation of resubmittals.

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

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

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, the State of Rhode Island, and each executive, legislative, judicial, regulatory, and administrative body of the state, and any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, committee, authority, educational institution, school, water, and fire district, and other agency of Rhode Island state, municipal, and local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic, including without limitation, the User Agency, their elected and appointed officials, members, employees, and agents, the Design Agent, the Design Agent's Consultants, Subconsultants, and Subcontractors, and agents and employees and any of them from and against any and all claims, demands, damages, liabilities, judgments, losses and expenses, including but not limited to attorneys' fees and costs of mediation, arbitration, and/or litigation, arising out of or resulting from performance of the Work, and/or the obligations of the under the Contract Documents, but only to the extent caused by the acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not any such claim, demand, damage, liability, judgment, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.18.3 Without limiting the generality of the foregoing, the defense and indemnity set forth in this Section 3.18 includes, without limitation, all liabilities, damages, losses, claims, demands, and actions on account of bodily injury, death, or property loss to a person or entity indemnified hereunder or any other persons or entities, whether based upon statutory (including, without limitation, workers compensation), contractual, tort, or other liability of any person or entity so indemnified.

§ 3.18.4 The remedies set forth herein shall not deprive any person indemnified hereunder of any other indemnity action, right, or remedy otherwise available to any such person or entity at common law or otherwise.

§ 3.18.5 The Contractor will include the indemnity set forth in this Section 3.18, without modification, in each Subcontract with any Subcontractor.

§ 3.18.6 Notwithstanding any other language in the Contract Documents to the contrary, the indemnity hereunder shall survive Final Completion of the Work and final payment under the Agreement and shall survive any termination of the Agreement.

ARTICLE 4 DESIGN AGENT

§ 4.1 GENERAL

§ 4.1.1 The Design Agent is the person lawfully licensed to practice his or her profession in the State of Rhode Island or an entity lawfully practicing its profession in the State of Rhode Island and identified in the Contract Documents as the Design Agent. The term "Design Agent" means the Design Agent or the Design Agent's authorized representative.

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

§ 4.1.3 If the employment of the Design Agent is terminated, the Owner shall employ a successor Design Agent as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Design Agent.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner with assistance from the Design Agent will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction through the date the Design Agent issues the final Certificate for Payment and continuing until the expiration of the warranty period in Section 3.5. The Design Agent will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Design Agent will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Agent will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Agent will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.2.1 The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for site visits made necessary by the fault of the Contractor or by defects and deficiencies in the Work.

§ 4.2.3 On the basis of the site visits, the Design Agent will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Design Agent will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Agent will not have control

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over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Design Agent about matters arising out of or relating to the Contract. Communications by and with the Design Agent's consultants shall be through the Design Agent. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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

§ 4.2.6 The Design Agent has authority to reject Work that does not conform to the Contract Documents. Whenever the Design Agent considers it necessary or advisable, the Design Agent will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Design Agent nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Agent to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Design Agent agree, the Design Agent will provide one or more project representatives to assist in carrying out the Design Agent's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

§ 4.2.12 Interpretations and decisions of the Design Agent will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Design Agent will endeavor to secure faithful performance by both Owner and

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Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Design Agent's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and approved by the Owner.

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and the Design Agent the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 working days to the Contractor in writing stating (1) whether the Owner or the Design Agent has reasonable objection to any such proposed person or entity or (2) that the Owner or Design Agent requires additional time for review.

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

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

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

§ 5.2.5 MANUFACTURERS AND FABRICATORS

§ 5.2.5.1 Not later than 10 working days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner and the Design Agent the names of the manufacturers or fabricators for certain products, equipment, and systems identified in the Specifications and, where applicable, the name of the installing Subcontractor. The Owner may reply within 14 working days to the Contractor in writing, stating: (i) whether the Owner or the Design Agent has reasonable objection to any such proposed person manufacturer or fabricator; or (ii) whether the Owner or Design Agent requires additional time to review.

§ 5.2.5.2 The Contractor shall not contract with a proposed manufacturer, fabricator, or Subcontractor to whom the Owner or Design Agent has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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§ 5.2.5.3 If the Owner or Design Agent has an objection to a manufacturer, fabricator, or Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Agent has no objection.

§ 5.2.5.4 The Contractor shall not substitute a manufacturer, fabricator, or Subcontractor previously selected if the Owner or Design Agent makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

(Paragraph deleted)

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

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Design Agent apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

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

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

§ 7.1.2 A Change Order shall be based upon agreement between the Owner and the Contractor; a Construction Change Directive requires agreement by the Owner and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Design Agent alone.

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.2.2 Subsequent to the approval of a Change Order as provided in § 7.1.2, whether such Change Order changes the Contract Sum or Contract Time or both, no additional claim related to such Change Order will be considered by the

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Owner. Any change, once incorporated into a Change Order, is all inclusive, and includes all factors that could have been considered at the time of the Change Order such as Project impact or schedule "ripple" effect.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 Deleted.

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Design Agent shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.3.1. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Design Agent may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of delivery;
- .3 Rental costs of machinery and equipment, exclusive of hand tools; or
- .4 Costs of premiums for all bonds and insurance and permit fees related to the Work..

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

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Design Agent will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Design Agent determines, in the Design Agent's professional judgment, to be reasonably justified. The Design Agent's interim determination of cost shall adjust the Contract Sum on the same

basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

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

§ 7.3.11 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the following schedule:

- .1 For the Contractor, for work performed by the Contractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .2 For the Contractor, for work performed by the Contractor's Subcontractors, an amount not to exceed five (5%) of the amount due to the Subcontractors.
- .3 For each Subcontractor, for work performed by the Subcontractor's own forces, an amount not to exceed ten (10%) percent of the cost.
- .4 Where the Work represents both additions and deletions and results in a net increase, the allowable overhead and profit shall be in accordance with this Section 7.3.11, but in no event shall the amount exceed fifteen (15%) percent of the net increase in the cost of the Work.

§ 7.3.12 All proposals with an aggregate cost equal to or in excess of \$500.00 shall be accompanied by a detailed itemization of costs, including labor, materials (quantities and prices), and Subcontracts, in a form acceptable to the Owner. In no event will a change order request reflecting an aggregate cost equal to or in excess of \$500.00 be approved without such itemization.

§ 7.4 MINOR CHANGES IN THE WORK

The Design Agent with the prior written approval of the Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be affected by written order signed by the Design Agent and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

The date of commencement of the Work is the date established in Section 3.1 of the Agreement..

(Paragraph deleted)

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

§ 8.1.4 Deleted.

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Design Agent, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Within 20 working days of the issuance of the Purchase Order, and promptly if revision is necessary from time to time as a result of a Change Order, the Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Design Agent and the Owner may require. This schedule, if and when approved by the Design Agent and the Owner in writing, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least 10 working days before the date established for each progress payment, the Contractor shall submit to the Design Agent and the Owner for approval an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or the Design Agent may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 All Applications for Payment for Change Orders must be accompanied by a Notice of Change in Purchase Order issued by the Owner, and if directed by the Owner, by the User Agency.

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

§ 9.3.1.3 The form of Application for Payment shall be AIA Document G702, Application and Certification for Payment, supported by AIA Document G702A, Continuation Sheet.

§ 9.3.1.4 Until final payment, the Owner shall pay ninety-five (95%) percent of the amount due the Contractor on account of progress payments.

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall be

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free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. The Contractor shall immediately satisfy any lien, claim, or encumbrance against the site where the Project is located and indemnify the Owner from and against all resulting costs and expenses, including without limitation, attorneys' fees.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Design Agent will, within 7 working days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Design Agent determines is properly due, or notify the Contractor and Owner in writing of the Design Agent's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

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

§ 9.4.3 The Contractor must submit all product literature, material and color samples with each Application for Payment, or as otherwise required by the Owner.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- .8 any other failure to comply with the obligations of the Contractor under the Contract Documents.

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

§ 9.5.3 If the Design Agent withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the

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Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Design Agent and the Design Agent will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

§ 9.6.2 The Contractor shall pay each Subcontractor no later than 10 working days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within 7 working days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. The Owner shall have the right to withhold payment(s) to the Contractor in the event that any Subcontractors or material and equipment suppliers have not been properly paid. Neither the Owner nor Design Agent shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Design Agent does not issue a Certificate for Payment, through no fault of the Contractor, within 7 working days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within 7 working days after the date established in the Contract Documents the amount certified by the Design Agent or awarded by binding dispute resolution, then the Contractor may, upon 7 additional working days' written notice to the Owner and Design Agent, make a claim for payment as provided under the provisions of applicable law.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

§ 9.8.3 Upon receipt of the Contractor's list, the Design Agent will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Agent's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Design Agent. In such case, the Contractor shall then submit a request for another inspection by the Design Agent to determine Substantial Completion. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Agent will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment less the amount of five (5%) percent to be retained by the Owner until the first anniversary of Final Completion of the Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Agent as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Agent.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Design Agent will promptly make such inspection and, when the Design Agent finds the Work acceptable under the Contract Documents and the Contract fully performed, the Design Agent will promptly issue a final Certificate for Payment stating that to the best of the Design Agent's knowledge, information and belief, and on the basis of the Design Agent's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Design Agent's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. The Design Agent will perform no more than 2 inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Design Agent for any additional inspections.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Agent (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner, and (6) all other close-out documents required by the Owner, including without limitation, all as-built plans, warranties, manuals, and other materials set forth in the Contract Documents. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 claims permitted under the State of Rhode Island General Conditions of Purchase Regulation.

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

§ 9.11 The Contractor and the Contractor's surety shall be liable for and shall pay the Owner as liquidated damages the sums specified in the Solicitation and Bid Form, or if completed, the amount set forth in Section 3.4 of the Agreement.

§ 9.12 Warranties required by the Contract Documents shall commence on the date of Final Completion of the Work.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

§ 10.2.4.1 When use or storage of explosives, or other hazardous materials, substances or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall give the User Agency and the Owner reasonable advance notice.

§ 10.2.4.2 If the Contract Documents require the Contractor to handle materials or substances that under certain circumstances may be designated as hazardous, the Contractor shall handle such materials in an appropriate manner.

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Design Agent the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Design Agent will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons

or entities proposed by the Owner. If either the Contractor or Design Agent has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Design Agent have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the extent permitted by the provisions of R.I. Gen. Laws §§ 9-31-1 et seq., the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Design Agent, Design Agent's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as is specified in the Solicitation and as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

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§ 11.1.1.2 The Contractor's liability insurance shall include all major coverages and be on a comprehensive general liability basis.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance as specified in the Solicitation and as otherwise acceptable to the Owner shall be filed with the Owner and the User Agency prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 working days' prior written notice has been given to the Owner and the User Agency. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the User Agency, and their elected and appointed officials, members, employees, and agents, the Design Agent and the Design Agent's consultants as additional insureds for claims caused in whole or in part by the Contractor's acts or omissions during the Contractor's operations; and (2) the Owner, the User Agency, and their elected and appointed officials, members, employees, and agents, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 The Contractor shall be responsible for the prompt payment to the Owner of any deductible amounts under any insurance policies required under the Contract Documents for claims made pursuant to such policies.

§ 11.2 OWNER'S LIABILITY INSURANCE.

§ 11.2.1 The Contractor shall furnish the Owner and the User Agency, through the Design Agent, an insurance certificate providing Owner's Protective Liability extended to include the interests of the Design Agent, and to protect the Owner, User Agency, and Design Agent from any liability which might be incurred against any of them as a result of any operation of the Contractor or Subcontractors or their employees or anyone for whom either the Contractor or Subcontractors are responsible. Such insurance shall be written for the same limits as the Contractor's comprehensive general liability insurance and shall include the same coverage.

§ 11.2.2 If the Owner engages separate contractors to perform work for, or in or around, the Project, it shall require in its contracts with each separate contractor that Contractor and its officers, directors, partners, members, employees, and agents shall be: (i) named as additional insureds on a primary, noncontributory basis to any commercial general liability, pollution liability, and excess liability insurance policies; and (ii) provided a waiver of subrogation on all workers compensation and professional liability insurance policies.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the state of Rhode Island, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the User Agency, the Contractor, Subcontractors and Sub-subcontractors in the Project. If the Owner and/or

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the User Agency incur any damages by failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable cost resulting from such failure.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Design Agent's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 Deleted.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 Deleted.

§ 11.3.3 Deleted.

§ 11.3.4 Deleted.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 working days' prior written notice has been given to the Owner and the User Agency.

§ 11.3.7 WAIVERS OF SUBROGATION

The Contractor waives all rights against the Owner and the User Agency and any of their subcontractors, sub-subcontractors, agents and employees, and (2) the Design Agent, Design Agent's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Design Agent, Design Agent's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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§ 11.3.8 A loss insured under this property insurance shall be adjusted by the Contractor as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Contractor's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Contractor shall deposit in a separate account proceeds so received, which the Contractor shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Contractor as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within 5 working days after occurrence of loss to the Contractor's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Solicitation.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

§ 12.1.2 If a portion of the Work has been covered that the Design Agent has not specifically requested to examine prior to its being covered, the Design Agent may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Final Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If

the Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the Owner or Design Agent, the Owner may correct it in accordance with Section 2.4.

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

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

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one year from the date of Final Completion, the Design Agent will conduct and the Contractor shall attend 2 meetings with the Owner to review the facility operations and performance.

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the State of Rhode Island.

§ 13.2 SUCCESSORS AND ASSIGNS

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

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to any executive, legislative, judicial, regulatory, or administrative body of the state, or any political subdivision thereof, including without limitation, any department, division, agency, commission, board, office, bureau, authority, school, water, or fire district, or other agency of Rhode Island state or local government that exercises governmental functions, any other governmental authority, and any quasi-public corporation and/or body corporate and politic. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice, or when received, if manually delivered or transmitted by electronic mail or facsimile to the last such address known to the party giving notice.

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§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Design Agent timely notice of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Design Agent, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Design Agent will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Agent of when and where tests and inspections are to be made so that the Design Agent may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Design Agent's services and expenses shall be at the Contractor's expense.

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

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

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

§ 13.6 INTEREST

No interest shall be due or payable on account of any payment due or unpaid under the Contract Documents except in accordance with the provisions of "Prompt Payment by Department of Administration," R.I. Gen. Laws §§ 42-11.1-1 et seq.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or
- .3 Because the Design Agent has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1

§ 14.1.2 Deleted.

§ 14.1.3 If one of the reasons described in Section 14.1.1 exists, the Contractor may, upon 7 working days' written notice to the Owner and Design Agent, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 calendar days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon 7 additional days' written notice to the Owner and the Design Agent, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor:

- .1 refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 disregards or fails to comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
- .4 otherwise is guilty of breach of a provision of the Contract Documents; or
- .5 cancels or the Contractor or the Owner receives notice of cancellation or nonrenewal of any insurance required under the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, 7 working days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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§ 14.3.2 The
(Paragraphs deleted)

Owner shall not be liable to the Contractor or any Subcontractor for claims or damages of any nature caused by or arising out of any delays. The sole remedy against the Owner for delays shall be the allowance of additional time for completion of the Work in accordance with the provisions of Section 8.3.1.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party. Such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly serviced if delivered in person, by mail, by courier, or by electronic transmission. Claims by either party must be initiated within 21 working days after occurrence of the event giving rise to such Claim or within 21 working days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Design Agent will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

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

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.5.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

§ 15.1.5.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

§ 15.1.6

(Paragraphs deleted)

Deleted.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims shall be referred to the Initial Decision Maker for initial decision. The University of Rhode Island Vice President for Administration and Finance appointed pursuant to the provisions of the "Delegation of Limited Procurement Authority," dated January 19, 2018, will serve as the Initial Decision Maker in accordance with the provisions of the "Delegations of Limited Procurement Authority," State Purchases Act, State of Rhode Island Procurement Regulations, and this Section 15.2.1. An initial decision shall be required as a condition precedent to binding dispute resolution pursuant to Section 15.3.1 of any Claim arising prior to the date final payment is due.

§ 15.2.2 Deleted.

§ 15.2.3 Deleted.

§ 15.2.4 Deleted.

§ 15.2.5 Deleted.

§ 15.2.6 Deleted.

§ 15.2.6.1 Deleted.

§ 15.2.7 Deleted.

§ 15.2.8 Deleted.

§ 15.3 MEDIATION

§ 15.3.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 15.2.1, and prior to the implementation of the binding dispute resolution procedures set forth in Section 15.4.1, the Contractor or the Architect shall have the option to pursue mediation, exercisable by written notice to the Owner within 30 calendar days of an Initial Decision. In the event of the exercise of such option by the Contractor or the Architect, the Owner and the Contractor or the Architect shall attempt to select a mediator, and in the event that the Owner and the Contractor or the Architect cannot agree on a mediator, either party may apply in writing to the Presiding Justice of the Providence County Superior Court, with a copy to the other, with a request for the court to appoint a mediator, and the costs of the mediator shall be borne equally by both parties.

§ 15.3.2 Deleted.

§ 15.3.3 Deleted.

§ 15.4 BINDING DISPUTE RESOLUTION

§ 15.4.1 For any Claim not resolved by the Initial Decision Maker procedures set forth in Section 15.2.1, or mediation at the option of the Contractor pursuant to Section 15.3.1, the method of binding dispute resolution shall be determined in accordance with the provisions of the "Public Works Arbitration Act," R.I. Gen. Laws §§ 37-16-1 et seq.

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(Paragraphs deleted)

§ 15.4.4 Deleted.

§ 15.4.4.1 Deleted.

§ 15.4.4.2 Deleted.

§ 15.4.4.3 Deleted.

§ 16 COMPLIANCE WITH APPLICABLE LAW

The Contractor and its Subcontractors shall comply with all applicable federal, state, and local laws.

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DOCUMENT 00 7200 – URI STANDARD DOCUMENTS

PART 1 – GENERAL

- 1.1 The latest version of the following documents, available on the URI Capital Projects website, <http://web.uri.edu/capitalprojects/manual-for-construction-project-safety-procedures/>, will apply to all of the work of this project and are hereby incorporated by reference:

- URI Sexual Harassment Policy
- Manual for Construction Project Safety Procedures
- Hot Work Procedure
- Managing Fire Protection System Impairment
- URI Water System Regulations/Policies

END OF DOCUMENT

SECTION 01 1000 - SUMMARY

PART 1 - GENERAL

1.01 PROJECT

- A. The Green Hall Parking Lot Improvements consists of the construction of the following types of work:
1. Installation of erosion controls and temporary fencing as indicated on the Drawings.
 2. Maintenance of erosion controls.
 3. Removal and proper disposal off site of all pavement, concrete walks, curbs, drainage structures, storm drain pipe, relocated utilities, landscape and other debris.
 4. Cut and fill as indicated on the Drawings.
 5. Rough grading.
 6. Installation of proposed catch basins, manholes, storm drain pipes and underground storage chambers.
 7. Installation of curbs.
 8. Installation of lighting, LPRs and associated conduit as indicated in the Drawings.
 9. Placement of pavement subgrade and finish grading.
 10. Concrete dumpster pad and walk repair/replacement.
 11. Placement of binder and finish pavement courses.
 12. Installation of signage and dumpster enclosure.
 13. Finish grading.
 14. Landscape, seeding and stabilization.
 15. Pavement sweeping.
 16. Pavement striping.
 17. As-built survey for installed locations of all relocated underground utilities, structures, edge of parking lot and sidewalks and inverts and elevations.
 18. Clean up.
- B. The 50 Campus Avenue Parking Lot lighting includes:
1. Light Pole, lamp, concrete base and conduit.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement.

1.03 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings.

- B. Scope of alterations work is shown on drawings and/or as specified herein.
- C. Site modifications: Regrading, paving, curb installation, concrete walks, dumpster pad, and enclosure as indicated on the Drawings.
- D. Drainage Modifications: Installation of new manholes, catch basins, storm drainpipes and underground storage chambers as indicated on the Drawings.
- E. Utilities: Relocation of existing utilities as indicated on the Drawings.
- F. Landscape : Loam and seed and installation of plants as indicated on the Drawings.

1.04 OWNER OCCUPANCY/SCHEDULE

- A. Work areas will be made available as mutually agreed to during project scheduling. See Attachment A at the end of this section for availability and restrictions on access to spaces.
- B. Work to begin within 7 days of receipt of Purchase Order.
- D. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings. Coordinate with Attachment A following this section. Include all costs of this coordination, including all premium time wages that may be required to meet these requirements, in the Base bid.
- B. Arrange use of site and premises to allow:
 - 1. Adjacent projects to progress as planned for the Owner.
 - 2. Use of street and adjacent properties by the Public.
 - 3. Continued operation of the facility in accordance with Attachment A.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Maintain appropriate egress for workforce and users of the facility.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit. Provide necessary signage and barriers to direct pedestrians around work areas.
- D. Time Restrictions:
 - 1. Limit conduct of especially noisy work when events are in process. Night and weekend work are allowed.
- E. Utility Outages and Shutdown:
 - 1. Prevent accidental disruption of utility services to other facilities.

1.06 ITEMS TO BE SALVAGED

- A. None

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF MAIN SECTION – See Attachment A following.

Attachment A – 01 1010

NOTE:

Unrestricted = Contractor to plan and schedule work and submit for review by Owner

Limited Restriction = Contractor to meet with Owner and coordinate access to these areas

Restricted = Contractor to perform work on dates provided in this document

OTHER AREAS/GENERAL NOTES:

The Contractor is responsible for maintaining egress paths during construction to the satisfaction of the Fire Department.

Parking is restricted to areas designated by the University.

SECTION 01 2000 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Allowances.
- B. Testing and inspection allowances.
- C. Schedule of values.
- D. Applications for payment.
- E. Warranty inspection retainage.
- F. Sales tax exemption.
- G. Change procedures.
- H. Defect assessment.
- I. Unit prices.
- J. Alternates.

1.02 ALLOWANCES

- A. See General Conditions Article 3.8 for Allowance provisions.
- B. Design Agent Responsibility:
 - 1. Consult with Contractor for consideration and selection of products, suppliers, and Installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order to adjust final cost.
- C. Contractor Responsibility:
 - 1. Assist Design Agent or its Consultants in selection of products, suppliers and installers.
 - 2. Obtain proposals from suppliers and installers, and offer recommendations.
 - 3. On notification on selection by Design Agent, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- D. Schedule of Allowances: See Attachment A.

1.03 TESTING AND INSPECTION ALLOWANCE

- A. All costs of regularly scheduled testing are included in the Base Bid. See Attachment A for allowance to cover costs of additional testing to be provided when directed by the Owner.
- B. See Section 01 4000 and its attachment for testing requirements.

1.04 SCHEDULE OF VALUES

- A. Submit Schedule of Values in duplicate, one copyrighted original and one copy.
- B. 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, insurance and closeout.
- C. 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.
- D. Include separately for each line item, a direct proportional amount of Contractor's overhead and profit.
- E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.05 APPLICATIONS FOR PAYMENT

- A. Submit each application on an original AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet, accompanied by three copies.
 - 1. Prepare a draft version "pencil copy" of each application and distribute via email 5 days prior to due date for review by Design Agent and Owner's representative.
 - 2. After making agreed revisions, individually sign and notarize and emboss with notary's official seal, the original and each of the three copies. Deliver to Owner's representative for further processing and distribution.
 - 3. Applications not including original copyrighted AIA G702, and G703 Forms, will be rejected, and returned for re-submittal.
 - 4. Applications not properly signed and notarized will be rejected, and returned for re-submittal.
 - 5. Applications submitted without the following items described in this section and its attachments will be returned for resubmittal.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Provide one hard copy and one copy in disc form of the updated construction schedule with each Application for Payment submission, prepared per Section 01 3300.

1. Provide a statement signed by the Contractor's firm principal certifying that there are no unidentified outstanding claims for delay.
- D. Include with each monthly Application for Payment, following the first application, Certified Monthly Payroll Records with proper compliance cover sheet for the previous month's pay period. Identify MBE/DBE subcontractors and hours worked in a format acceptable to URI. See Attachment A this section for current State and Federal requirements.
- E. Submit with transmittal letter as specified for Submittals in Section 01 3300.
- F. Beginning with the second Application for Payment, Contractor's right to payment must be substantiated by documenting, on a copy of the URI Waiver of Lien Form included in Document 00 6140 - Waiver of Lien Form in this Project Manual, that payment monies due, less retainage not exceeding ten percent, have been paid in full to subcontractor and suppliers for work, materials, or rental of equipment billed for under specific line item numbers in the immediately preceding application.
- G. Substantiating Data: When the Owner or Design Agent requires additional substantiating information from the review of the "pencil copy", submit data justifying dollar amounts in question.
- H. In addition to the items above, include the following with the Application for Payment :
 1. Record Documents as specified in Section 01 7800, for review by the Owner which will be returned to the Contractor.
 2. Affidavits attesting to off-site stored products with insurance certificates as requested.
 3. Digital Photographs as specified in Section 01 3300. Include on same disc with construction schedule.
- I. Payment Period: Submit at monthly intervals unless stipulated otherwise in the Supplemental General Conditions.

1.06 WARRANTY INSPECTION RETAINAGE

- A. A percentage of job cost as defined in Attachment A will be retained from Final Payment for a duration of ten months. If, after ten months, all systems including mechanical and electrical, are determined by the Owner to be properly functioning, the Warranty Inspection Retainage will be released.
- B. If, after ten months, there are found to be modifications, adjustments, or corrections necessary to be made to address any system or product malfunction, in order to fulfill specified performance or requirements of such systems or products, release of the warranty inspection retainage will be delayed until such malfunctions are rectified.
- C. If, after twelve months from the date of Final Completion, all systems have not been fully addressed, the Owner may utilize the Warranty Inspection Retainage to hire others to execute necessary modifications, adjustments, or corrections.

1.07 SALES TAX EXEMPTION

- A. Owner is exempt from sales tax on products permanently incorporated in Work of the Project.
 - 1. Obtain sales tax exemption certificate number from Owner.
 - 2. Place exemption certificate number on invoice for materials incorporated in the Work of the Project.
 - 3. Furnish copies of invoices to Owner.
 - 4. Upon completion of Work, file a notarized statement with Owner that all purchases made under exemption certificate were entitled to be exempt.
 - 5. Pay legally assessed penalties for improper use of exemption certificate number.

1.08 CHANGE PROCEDURES

- A. Submittals: Submit name of the individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Design Agent will advise of minor changes in the Work not involving an adjustment to Contract Sum or Contract Time by issuing supplemental instructions on AIA Form G710.
- C. The Design Agent 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 with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 15 days.
- D. The Contractor may propose changes by submitting a request for change to the Design Agent, 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 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 6000.
- E. Stipulated Sum Change Order: Based on Proposal Request, and Contractor's fixed price quotation, or Contractor's request for a Change Order as approved by Design Agent.
- F. Unit Price Change Order: For contract 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 the Work under a Construction Change Directive. Changes in the Contract Sum or Contract Time will be computed as specified for a Time and Material Change Order.
- G. Construction Change Directive: Design Agent may issue a directive, on AIA Form G713 Construction Change Directive 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 the Contract Sum or Contract Time. Promptly execute the change.

- H. Time and Material Change Order: Submit an itemized account and supporting data after completion of the change, including timeslips signed by Owner's representative, within the time limits indicated in the Conditions of the Contract. The Design Agent will determine the change allowable in the Contract Sum and Contract Time as provided in the Contract Documents. Only Owner-representative-signed timeslips will be considered.
 - I. Maintain detailed records of work done on a Time and Material basis. Submit timeslips daily for verification and sign-off by Owner's representative on-site. Provide full information required for an evaluation of the proposed changes, and to substantiate costs for the changes in the Work.
 - J. Document each quotation for a change in cost or time with sufficient data to allow an evaluation of the quotation. Provide detailed breakdown of costs and estimates for labor and materials including a detailed breakdown for subcontractor's or vendor's Work. Include copies of written quotations from subcontractors or vendors.
 - K. Change Order Forms: AIA G701 Change Order.
 - L. Execution of Change Orders: The Design Agent will issue Change Orders for signatures of the parties as provided in the Conditions of the Contract.
 - M. Correlation Of Contractor Submittals:
 - 1. Promptly revise the Schedule of Values and the Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum. Promptly revise progress schedules to reflect any change in the Contract Time, revise sub-schedules to adjust times for any other items of work affected by the change, and resubmit.
 - 2. Promptly enter changes in the Project Record Documents.
- 1.09 DEFECT ASSESSMENT
- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
 - B. If, in the opinion of the Design Agent, it is not practical to remove and replace the Work, the Design Agent will direct an appropriate remedy or adjust payment.
 - C. The defective Work may remain, but the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
 - D. The defective Work will be partially repaired to the instructions of the Design Agent, and the unit sum will be adjusted to a new sum at the discretion of the Design Agent.
 - E. The individual Specification Sections may modify these options or may identify a specific formula or percentage sum reduction.

- F. The authority of the Design Agent to assess the defect and identify a payment adjustment, is final.
- G. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected products.

1.10 UNIT PRICES

- A. See Attachment A.

1.11 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in the Purchase Order.
- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates: See Attachment A.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 2010 PRICE AND PAYMENT PROCEDURES - Attachment A

A. Allowances

1. Utility Conflicts
2. Variance in Existing Conditions

B. Testing Allowance

1. None

C. Unit Prices

1. Boulder/Rock Removal (Section 31 23 18) - CY
2. Bituminous Binder Course – TON
3. Bituminous Surface Course - TON

D. Alternates

1. None

E. Payroll Reporting

1. Forms for the submission of Certified Payroll Records may be found from the Rhode Island [Prevailing Wage Website](#) in either PDF or Excel formats. These forms must be used on monthly submittals. Contractor shall comply with payment of prevailing wages as required by law.
2. Identify Apprenticeship hours required under RIGL 37-13-3.1 for all contracts over \$1million in value.
3. A Minority Utilization Report for minority subcontractors must be included. Use the form provided as Attachment B.

F. Warranty Inspection Retainage

- G. One-half of one percent of the cost of the Work will be retained from Final Payment for this purpose.

END OF ATTACHMENT

MBE Compliance Office Attachment B – 01 2020
1 Capitol Hill, 2nd Floor
Providence, RI 02908
401-574-8670, 401-574-8387 (fax)

www.mbe.ri.gov (website)

Pursuant to RIGL 37-14.1 as well as the regulations promulgated thereto, the MBE Compliance Office requires that you complete the following table. Please note that these figures will be verified with the MBEs identified. If there are outstanding issues, such as retainage or a dispute, please indicate and attach supporting documentation for same. Also note that copies of invoice and cancelled checks for payment to all MBE subcontractors and suppliers are required.

Contractor/Vendor Name: _____

Project Name & Location: _____

Original Prime Contract Amount: \$ _____

Current Prime Contract Amount: _____

MBE/WBE Subcontractor	Original Contract Amount	Change Orders	Revised Contract Value	% Completed To Date	Amount Paid To Date	Amount Due	Retainage %	Retainage Amount	Explanation

I declare, under penalty of perjury, that the information provided in this verification form and supporting documents is true and correct.

Signature

Date

Printed Name

Notary Certificate:

Sworn before me this _____ day of _____, 2012.

Notary Signature

Commission Expires

01 2030 PRICE AND PAYMENT PROCEDURES - Attachment C
Small Project Changes

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments are necessary in this Section due to project size. See Attachment A for project specific amendments.

END OF ATTACHMENT

SECTION 01 3000 - ADMINISTRATIVE REQUIREMENTS**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Site administration
- B. Coordination and project conditions.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Pre-installation meetings.

1.02 SITE ADMINISTRATION

- A. Maintain a daily attendance log to include the names of all project employees and guests to the site. Each guest signing the log should indicate a brief description of the reason for the visit, the guest's employer or organization. The log sheet, or sheets, must clearly indicate the Project Name, and the name of the Prime contractor. Each line in the log should allow for the name of that employee, the employee's job title (use terminology used by prevailing wage job title), and the name of that employee's employer. This log shall be kept on a uniform form prescribed by the Director of Labor and Training. Such log shall be available for inspection on the site at all times by the Purchaser, Owner, and/or the Director of the Department of Labor and Training and his or her designee. Provide copies when requested. The log shall comply with requirements of RIGL 37-12-12(c.).

1.03 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate the scheduling, submittals, and the Work of the various Sections of the Project Manual to ensure an efficient and orderly sequence of the installation of interdependent construction elements.
- B. Verify that the utility requirements and characteristics of the operating equipment are compatible with the building utilities. Coordinate the Work of the various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate the space requirements, supports and installation of the mechanical and electrical Work, which are indicated diagrammatically on the Drawings. Follow the routing shown for the pipes, ducts, and conduit, as closely as practicable; place runs parallel with the lines of the building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

- D. Coordinate the completion and clean up of the Work of the separate Sections in preparation for Substantial Completion and for portions of the Work designated for the Owner's partial occupancy.
- E. After the Owner's occupancy of the premises, coordinate access to the site for correction of defective Work and the Work not in accordance with the Contract Documents to minimize disruption of the Owner's activities.

1.04 PRECONSTRUCTION MEETING

- A. The Design Agent will schedule a meeting after a Purchase Order is issued to the Contractor.
- B. Attendance Required: Owner's Representative, Design Agent, and Contractor.
- C. Agenda:
 - 1. Distribution of the Contract Documents.
 - 2. Submission of a list of Subcontractors, a list of products, schedule of values, and a progress schedule.
 - 3. Designation of the personnel representing the parties in the Contract and the Design Agent.
 - 4. The procedures and processing of the field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.
- D. Contractor shall record the minutes and distribute copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

1.05 SITE MOBILIZATION MEETING

- A. The Design Agent will schedule a meeting at the Project site prior to the Contractor's occupancy and may occur at the same time as the Preconstruction meeting noted above.
- B. Attendance Required: The Owner, Design Agent, Contractor, the Contractor's Superintendent, and major Subcontractors.
- C. Agenda:
 - 1. Use of the premises by the Owner and the Contractor.
 - 2. The Owner's requirements and partial occupancy.
 - 3. Construction facilities and controls provided by the Owner.
 - 4. Temporary utilities provided by the Owner.
 - 5. Security and housekeeping procedures.
 - 6. Schedules.
 - 7. Application for payment procedures.
 - 8. Procedures for testing.

9. Procedures for maintaining the record documents.
10. Requirements for the start-up of equipment.
11. Inspection and acceptance of the equipment put into service during the construction period.

- D. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, other participants, and those consultants affected by the decisions made.

1.06 PROGRESS MEETINGS

- A. Schedule and administer the meetings throughout the progress of the Work at weekly intervals while work is in process.
- B. Make arrangements for the meetings, prepare the agenda with copies for the participants, and preside at the meetings.
- C. Attendance Required: The job superintendent, major subcontractors and suppliers, the Owner, Design Agent, and Consultants as appropriate to agenda topics for each meeting.
- D. Agenda:
 1. Review the minutes of previous meetings.
 2. Review of the Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of the problems which impede the planned progress.
 5. Review of the submittals schedule and status of the submittals.
 6. Review of delivery schedules.
 7. Maintenance of the progress schedule.
 8. Corrective measures to regain the projected schedules.
 9. Planned progress during the succeeding work period.
 10. Coordination of the projected progress.
 11. Maintenance of the quality and work standards.
 12. Effect of the proposed changes on the progress schedule and coordination.
 13. Other business relating to the Work.
- E. Contractor shall record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Consultants, Owner, participants, and others affected by the decisions made.

1.07 PREINSTALLATION MEETINGS

- A. When required in the individual specification Sections, convene a pre-installation meeting at the site prior to commencing the Work of the Section.
- B. Require attendance of the parties directly affecting, or affected by, the Work of the specific Section.

- C. Notify the Design Agent four days in advance of the meeting date.
- D. Prepare an agenda and preside at the meeting:
 - 1. Review the conditions of installation, preparation and installation procedures.
 - 2. Review coordination with the related work.
- E. Record the minutes and distribute the copies within two days after the meeting to the participants, with copies to the Design Agent, Owner, participants, and those Consultants affected by the decisions made.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 3010 ADMINISTRATIVE REQUIREMENTS - Attachment A

A. Pre-installation Meetings

1. The following items of work will require pre-installation meetings:
 - a. Start of Construction
 - b. Utility relocation with Local Utility Providers

END OF ATTACHMENT

01 3020 ADMINISTRATIVE REQUIREMENTS - Attachment B
Small Project Changes

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Replace headings 1.01 C, D, E, and F with “C. Meetings”.

C. Delete paragraphs 1.04, 1.05 and 1.07. Retitle 1.06 Progress Meetings to be “1.06 Meetings”. Insert the words “or other requested” after “weekly” in 1.06 A. Delete subparagraph 1.06 D. Agenda. Meeting requirements may be less formal in small projects.

END OF ATTACHMENT

SECTION 01 3300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Design Data.
- G. Samples.
- H. Test reports.
- I. Certificates.
- J. Manufacturer's instructions.
- K. Manufacturer's field reports.
- L. Digital Photographs.
- M. Erection drawings.
- N. Construction photographs.

1.02 SUBMITTAL PROCEDURES

- A. Master List Submittal:
 - 1. Submit a master list of the required submittals with a proposed date for each item to be submitted. See Attachment A for initial minimum list on which to base master.
 - 2. Show the date submittal was sent, days since submittal was sent, status of submittal, date submittal was received in return, and any date associated with resubmittals.
 - 3. Up date master list with each submission and response.
 - 4. Issue copy of master list at least monthly to the Design Agent.

- B. Transmit each submittal with a dated Design Agent-accepted transmittal form.
- C. Transmit printed copies and electronic PDF copy of each submittal to the Design Agent for review and comment as outlined in each section below.
- D. Sequentially number the transmittal form. Mark revised submittals with an original number and a sequential alphabetic suffix.
- E. Identify the Project, Contractor, subcontractor and supplier; the pertinent drawing and detail number, and the specification Section number, appropriate to the submittal.
- F. Apply a Contractor's electronic stamp certifying that the review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of the information is in accordance with the requirements of the Work and the Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to the Design Agent's FTP site. Coordinate the submission of related items.
- H. For each submittal, allow 15 days for review.
- I. Identify all variations from the Contract Documents and any Product or system limitations which may be detrimental to a successful performance of the completed Work.
- J. Allow space on the submittals for the Contractor's, Design Agent's, and Consultant's electronic review stamps.
- K. When revised for resubmission, identify the changes made since the previous submission.
- L. Distribute copies of the reviewed submittals as appropriate. Reproduce as necessary to inform subcontractors without internet download capabilities. Instruct the parties to promptly report any inability to comply with the Contract requirements.
- M. Produce additional copies as required for the Record Document purposes as described in Section 01 7800.

1.03 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 20 days after Date of Commencement for Design Agent to review. After a review, submit detailed schedules within 15 days modified to accommodate the revisions recommended by the Design Agent and Owner.

- B. Distribute copies of the reviewed schedules to the Project site file, subcontractors, suppliers, and other concerned parties. Instruct the recipients to promptly report, in writing, the problems anticipated by the projections indicated in the schedules
- C. Submit updated schedules with each Application for Payment, identifying changes since previous version as follows:
 - 1. Indicate the progress of each activity to the date of submittal, and the projected completion date of each activity.
 - 2. Identify the activities modified since the previous submittal, major changes in the scope, and other identifiable changes.
 - 3. Provide a narrative report to define the problem areas, the anticipated delays, and impact on the Schedule. Report the corrective action taken, or proposed, and its effect including the effect of changes on the schedules of separate contractors.
- D. Submit a computer-generated horizontal bar chart with separate line for each major portion of the Work or operation, identifying the first work day of each week.
- E. Show a complete sequence of construction by activity, identifying the Work of separate stages and other logically grouped activities. Indicate the early and late start, the early and late finish, float dates, and duration.
- F. Indicate an estimated percentage of completion for each item of the Work at each submission.
- G. Provide a separate schedule of submittal dates for shop drawings, product data, and samples, including Owner-furnished Products and Products identified under Allowances, if any, and the dates reviewed submittals will be required from the Design Agent. Indicate the decision dates for selection of the finishes.
- H. Indicate the delivery dates for Owner furnished Products, and for Products identified under Allowances.

1.04 PROPOSED PRODUCTS LIST

- A. Within 20 days after the Date of Commencement, submit a list of major products proposed for use, with the name of the manufacturer, the trade name, and the model number of each product.
- B. For the products specified only by reference standards, give the manufacturer, trade name, model or catalog designation, and reference standards.
- C. With each product listed, indicate the submittal requirements specified to be adhered to, and an indication of relevant "long-lead-time" information , when appropriate.

1.05 PRODUCT DATA

- A. Product Data: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Provide copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- B. Submit one (1) printed copy and one (1) electronic PDF copy for review. The Design Agent will retain the reviewed printed copy for record and return the reviewed electronic PDF copy to the Contractor for distribution.
- C. Mark each copy to identify the applicable products, models, options, and other data. Supplement the manufacturers' standard data to provide the information specific to this Project.
- D. Indicate the product utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipment and appliances.
- E. After a review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01 7800.

1.06 SHOP DRAWINGS

- A. Shop Drawings: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce copies and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- B. Submit two (2) printed copies and one (1) electronic PDF copy for review. The Design Agent and /or Consultants will retain the reviewed printed copies for record and return the reviewed electronic PDF copy to the Contractor for distribution.
- C. Indicate the special utility and electrical characteristics, the utility connection requirements, and the location of utility outlets for service for functional equipments and appliances.

1.07 SAMPLES

- A. Samples: Submit to the Design Agent for review for the limited purpose of checking for conformance with the information given and the design concept expressed in the Contract Documents. Produce duplicates and distribute in accordance with the

SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.

- B. Samples for Selection as Specified in Product Sections:
 - 1. Submit to the Design Agent for aesthetic, color, or finish selection.
 - 2. Submit samples of the finishes in the colors selected for the Design Agent's records.
 - 3. After review, produce duplicates and distribute in accordance with the SUBMITTAL PROCEDURES article and for the record documents purposes described in Section 01 7800.
- C. Submit samples to illustrate the functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate the sample submittals for interfacing Work.
- F. Include identification on each sample, with the full Project information.
- G. Submit at least the number of samples specified in the individual specification Sections; the Design Agent will retain two samples.
- H. Reviewed samples, which may be used in the Work, are indicated in the individual specification Sections.
- I. Samples will not be used for testing purposes unless they are specifically stated to be in the specification Section.

1.08 TEST REPORTS

- A. Submit (1) printed and (1) electronic PDF lab reports in accordance with Section 01 4000.
- B. Submit test reports for information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.09 DESIGN DATA

- A. Submit (1) printed and (1) electronic PDF data for the Design Agent's knowledge as contract administrator for the Owner.
- B. Submit information for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.10 CERTIFICATES

- A. When specified in the individual specification Sections, submit (1) printed and (1) electronic PDF certification by the manufacturer, installation/application subcontractor, or the Contractor to the Design Agent in the quantities specified for the Product Data.
- B. Indicate that the material or product conforms to or exceeds the specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- A. Certificates may be recent or previous test results on the material or product, but must be acceptable to the Design Agent and its Consultants.

1.10 MANUFACTURER'S INSTRUCTIONS

- A. When specified in the individual specification Sections, submit (1) printed and (1) electronic PDF copy of instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to the Design Agent for delivery to the Owner in the quantities specified for Product Data.
- B. Indicate the special procedures, and the perimeter conditions requiring special attention, and the special environmental criteria required for application or installation.

1.11 MANUFACTURER'S FIELD REPORTS

- A. Submit (1) printed and (1) electronic PDF of reports for the Design Agent's benefit as contract administrator for the Owner.
- B. Submit the report within 30 days of observation to the Design Agent for the limited purpose of assessing conformance with the information given and the design concept expressed in the Contract Documents.

1.12 DIGITAL PHOTOGRAPHS

- A. Submit minimum 12 digital photographs of construction progress each month on the same CD as the project schedule submittal. Include both jpg. and reduced-size PDF versions for email use.
- B. Include an additional minimum of 12 photographs documenting underground utilities when installed in relationship to visible site features.
- C. Include photographs of important in-wall or ceiling utilities before close-in at appropriate stages of construction.
- D. See Section 01 7800 for close-out copy requirements of these files.

1.13 ERECTION DRAWINGS

- A. When specified in the individual Specification sections, the trade contractors shall submit (1) printed and (1) electronic PDF copy of erection drawings for review prior to proceeding with fabrication and/or construction.
- B. Erection drawings shall be prepared in accordance with the latest edition of the respective trades' codes of standard practice.
- C. All erection drawings shall be fully developed by the trade contractors or by agents of the contractors. CAD files, photocopies, or other reproductions of the contract drawings in whole or in part shall not be used by the trade contractors or their agents for the preparation and development of erections drawings without the expressed written consent of the Design Agent.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 3310 SUBMITTAL PROCEDURES - Attachment A

A. Submittal List (see also individual specification sections for more detail)

1. 31 10 00 - Site Clearing : Tree Protection
2. 31 20 00 - Earth Moving: Plastic Warning Tape
3. 31 20 00 - Earth Moving: Geotextile
4. 31 23 19 – Dewatering: Dewatering Plan (as required)
5. 31 25 00 – Erosion and Sedimentation Controls: Sediment Silt Sock
6. 31 25 00 – Erosion and Sedimentation Controls: Catch Basin inserts
7. 31 25 00 - Erosion and Sedimentation Controls: Temporary Seeding
8. 32 11 23 – Aggregate Base Course: Aggregate Source and sieve analysis
9. 32 12 16 – Asphalt Paving: Source and Design Mix
10. 32 13 13 – Concrete Paving: Design Mix and Source
11. 32 13 13 – Concrete Paving: joint filler admixtures curing compounds.
12. 32 17 23 – Pavement Markings: Paint formulation for each type of paint.
13. 32 17 26 - Tactile Warning Surfaces: Samples and manufacturer’s literature and testing
14. 32 91 19 – Landscape Grading: Topsoil source, sample, testing and amendments
15. 32 92 19 – Seeding: Seed source, mix and watering. maintenance schedule
16. 32 93 00 – Plants: Plant list with quantity, size, genus, species and supplier
17. 32 93 00 – Plants: Bark mulch sample
18. 32 93 00 – Plants: Maintenance and watering instructions and schedule.
19. 33 05 14 – Manholes and Structures: Shop drawings
20. 33 41 13 – Storm Drainage Piping: Shop drawings
21. 33 49 23 – Stormwater Underground Retention Chambers: Show drawings
22. 33 49 23 – Stormwater Underground Retention Chambers: Product data
23. 33 49 23 – Stormwater Underground Retention Chambers: Manufacturer’s Installation instructions

Delete the following sections:

- 1.04 Proposed Products List
- 1.10 Certificates
- 1.10 Manufacturers’ Instructions
- 1.11 Manufacturers Field Reports
- 1.12 Digital Photographs
- 1.13 Erection Drawings

END OF ATTACHMENT

01 3320 SUBMITTAL PROCEDURES - Attachment B

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete headings 1.01 C, F, L, M, and N. Submittal requirements are reduced for small projects.

C. Replace subparagraph 1.02 A with the following:

“A. Submit all information listed in the Master List provided in Attachment A.”

D. Delete paragraphs 1.12 and 1.13.

END OF ATTACHMENT

SECTION 01 4000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Verification of Credentials and Licenses.
- C. Tolerances
- D. References.
- E. Testing and inspection services.
- F. Manufacturers' field services.
- G. Mock-up Requirements.

1.02 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor a quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of the specified quality.
- B. Comply with all manufacturers' instructions and recommendations, including each step in sequence.
- C. When the manufacturers' instructions conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- D. Comply with the specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform the Work by persons qualified to produce the required and specified quality.
- F. Verify that field measurements are as indicated on the Shop Drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 VERIFICATION OF CREDENTIALS AND LICENSES

- A. The Owner has implemented a project management oversight process and is applying it to current construction projects at URI.
- B. An element of this oversight process is the verification that persons employed on the project site have appropriate and current credentials and licenses in their possession, at the project site, for the work they are performing.
- C. Be forewarned that state resident inspectors will be checking for verification of credentials and licenses of both union and non-union persons, in their onsite inspections.
- D. State resident inspectors will also be reviewing Contractor's Certified Monthly Payroll Records for conformance with RI State Prevailing Wage Rate requirements.
- E. Those persons without the appropriate credentials and licenses will be subject to dismissal from the project site.

1.04 TOLERANCES

- A. Monitor the fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with the manufacturers' tolerances. When the manufacturers' tolerances conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.05 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by the date of issue current on the date of the Contract Documents, except where a specific date is established by code.
- C. Obtain copies of the standards where required by the product specification Sections.
- D. When the specified reference standards conflict with the Contract Documents, request a clarification from the Design Agent before proceeding.
- E. Neither the contractual relationships, duties, or responsibilities of the parties in the Contract, nor those of the Design Agent, shall be altered from the Contract Documents by mention or inference otherwise in reference documents.

1.06 TESTING AND INSPECTION SERVICES

- A. The Contractor will submit the name of an independent firm to the Design Agent for approval by the Owner, to perform the testing and inspection services. The Contractor shall pay for all the services required in the Base Bid as described in Attachment A. Contractor shall coordinate any Owner-authorized testing also described in Attachment A, to be paid for from Testing Allowance.
- B. The independent firm will perform the tests, inspections and other services specified in the individual specification Sections and as required by the Design Agent or its Consultants.
 - 1. Laboratory: Authorized to operate in the location in which the Project is located.
 - 2. Laboratory Staff: Maintain a full time registered Engineer on staff to review the services.
 - 3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to either the National Bureau of Standards or to the accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off the project site. Perform off-site testing as required by the Design Agent or the Owner.
- D. Reports will be submitted by the independent firm to the Design Agent, the Consultant for that trade, and the Contractor, in duplicate, indicating the observations and results of tests and indicating the compliance or non-compliance with Contract Documents.
- E. Cooperate with the independent firm; furnish samples of the materials, design mix, equipment, tools, storage, safe access, and the assistance by incidental labor as requested.
 - 1. Notify the Design Agent and Engineer and the independent firm 24 hours prior to the expected time for operations requiring services.
 - 2. Make arrangements with the independent firm and pay for additional samples and tests required for the Contractor's use.
- F. Testing and employment of the testing agency or laboratory shall not relieve the Contractor of an obligation to perform the Work in accordance with the requirements of the Contract Documents.
- G. Re-testing or re-inspection required because of a non-conformance to the specified requirements shall be performed by the same independent firm on instructions by the Design Agent or its Consultant. Payment for the re-testing or re-inspection will be charged to the Contractor by deducting the testing charges from the Contract Sum.
- H. Agency Responsibilities:
 - 1. Test samples of mixes submitted by the Contractor.
 - 2. Provide qualified personnel at the site. Cooperate with the Design Agent or its Consultant and the Contractor in performance of services.
 - 3. Perform specified sampling and testing of the products in accordance with the specified standards.
 - 4. Ascertain compliance of the materials and mixes with the requirements of the Contract

Documents.

5. Promptly notify the Design Agent, Consultant and the Contractor of observed irregularities or non-conformance of the Work or products.
 6. Perform additional tests required by the Design Agent or its Consultants.
 7. Attend the preconstruction meetings and the progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of the report to the Design Agent, appropriate Consultant, and to the Contractor. When requested by the Design Agent, provide an interpretation of the test results. Include the following:
1. Date issued.
 2. Project title and number.
 3. Name of inspector.
 4. Date and time of sampling or inspection.
 5. Identification of product and specifications section.
 6. Location in the Project.
 7. Type of inspection or test.
 8. Date of test.
 9. Results of tests.
 10. Conformance with Contract Documents.
- J. Limits On Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
 2. Agency or laboratory may not approve or accept any portion of the Work.
 4. Agency or laboratory may not assume any duties of the Contractor.
 5. Agency or laboratory has no authority to stop the Work.
- 1.08 MANUFACTURERS' FIELD SERVICES
- A. When specified in the individual specification Sections, require the material or Product suppliers, or manufacturers, to provide qualified staff personnel to observe the site conditions, the conditions of the surfaces and installation, the quality of workmanship, the start-up of equipment, or test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.
- B. Submit the qualifications of the observer to the Design Agent 30 days in advance of the required observations. Observer is subject to approval of the Design Agent.
- C. Report the observations and the site decisions or instructions given to the applicators or installers that are supplemental or contrary to the manufacturers' written instructions.
- D. Refer to Section 01 3300 - SUBMITTAL PROCEDURES, MANUFACTURERS' FIELD REPORTS article.

1.09 MOCK-UP REQUIREMENTS

- A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- B. Accepted mock-ups shall be a comparison standard for the remaining Work.
- C. Where mock-up has been accepted by Design Agent and is no longer needed, remove mock-up and clear area when directed to do so.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 4010 QUALITY REQUIREMENTS - Attachment A

A. Base Bid Testing Requirements List

1. Compaction and Asphlat Testing as indicated in the specifications

B. Additional Owner-Authorized Testing Requirements List

1. None

C. Other

1. None

END OF ATTACHMENT

01 4020 SUBMITTAL PROCEDURES - Attachment B

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete header 1.01 G. Delete paragraph 1.09. No mock-ups required.

END OF ATTACHMENT

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary cooling.
 - 5. Temporary ventilation.
 - 6. Telephone service.
 - 7. Temporary water service.
 - 8. Temporary sanitary facilities.

- B. Construction Facilities:
 - 1. Field offices and sheds.
 - 2. Hoisting.
 - 3. Parking/Traffic.
 - 4. Progress cleaning and waste removal.
 - 5. Project identification.
 - 6. Traffic regulation.

- C. Temporary Controls:
 - 1. Barriers.
 - 2. Enclosures and fencing.
 - 3. Security.
 - 4. Fire detection.
 - 5. Water control.
 - 6. Dust control.
 - 7. Erosion and sediment control.
 - 8. Noise control.
 - 9. Pest control.
 - 10. Pollution control.
 - 11. Rodent control.

- D. Removal of utilities, facilities, and controls with reseeded and repair of grounds.

- E. See Attachment A for any modifications.

1.02 TEMPORARY ELECTRICITY

- A. The Owner will pay the cost of energy used. Exercise measures to conserve energy. Utilize the Owner's existing power service.
- B. Complement the existing power service capacity and characteristics as required for construction operations.

- C. Provide power outlets, with branch wiring and distribution boxes located at each floor or as required for construction operations. Provide flexible power cords as required for portable construction tools and equipment. All flexible power cords shall be suspended with hangers to eliminate trip hazards.
- D. Provide main service disconnect and over-current protection at a convenient location, or a feeder switch at the source distribution equipment or meter.
- E. Permanent convenience receptacles may not be utilized during construction.
- F. Provide distribution equipment, wiring, and outlets to provide single-phase branch circuits for power. Provide 20-ampere duplex outlets, single-phase circuits for power tools.

1.03 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain incandescent lighting for construction operations to achieve a minimum lighting level of 2 watt/sq ft (21 watt/sq m).
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction where not removed.

1.04 TEMPORARY HEATING

- A. Existing facilities will be occupied and heated by the University when temperatures require. Take care to avoid leaving doors open in exterior walls that could compromise heating operations. For new construction, the cost of energy will be borne by the Contractor. Provide temporary heating as necessary for construction operations.
- B. Supplement with temporary heat devices if needed to maintain the specified conditions for construction operations even in existing buildings.
- C. Maintain a minimum ambient temperature of 50 degrees F in the areas where construction is in progress, unless indicated otherwise in the product Sections.
- D. In areas of work with mechanical hot-air heating, clean units and replace filters after Substantial Completion.
- E. Do not use new equipment for heating after replacement during construction.

1.05 TEMPORARY COOLING

- A. Existing cooling facilities are typically not available.
- B. Provide and pay for cooling devices and cooling as needed to maintain the specified conditions for construction operations.

- C. Maintain a maximum ambient temperature of 80 degrees F in the areas where construction is in progress, unless indicated otherwise in the specifications.

1.06 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to achieve a curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.
- B. If existing ventilation fans are used during construction, clean fans in areas of work after Substantial Completion.

1.07 TELEPHONE SERVICE

- A. Provide, maintain, and pay for cell phone service to the field supervisor at the time of project mobilization and until project Final Completion.

1.08 TEMPORARY WATER SERVICE

- A. The Owner will pay the cost of temporary water. Exercise measures to conserve energy. Utilize the Owner's existing water system, extend and supplement with temporary devices as needed to maintain the specified conditions for construction operations.
- B. Extend branch piping with outlets located so that water is available by hoses with threaded connections. Provide temporary pipe insulation if needed to prevent freezing.

1.09 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain temporary toilet facilities for use by all construction personnel. Trades people will not be permitted to use existing facilities within the building.

1.10 FIELD OFFICES AND SHEDS

- A. Do not use existing facilities for storage. Job meetings will be held on campus at a location to be chosen by the University.
- B. Storage Areas and Sheds: Size to the storage requirements for the products of the individual Sections, allowing for access and orderly provision for the maintenance and for the inspection of Products to the requirements of Section 01 6000. Containers will be permitted within the project limit line. Coordinate with URI for storage areas.
- C. Preparation: Fill and grade the sites for the temporary structures to provide drainage away from the buildings.
- D. Removal: At the completion of the Work remove the buildings, foundations, utility services, and debris. Restore the areas.

1.11 HOISTING

- A. Contractor is responsible for all hoisting required to facilitate, serve, stock, clean, and complete the Work. Include all costs for Operating Engineers, fuel, delivery and removal, mobilization, staging, protection of grades and surfaces, and equipment.

1.12 PARKING/TRAFFIC

- A. Workers must park in lots assigned by the University with daily permits. See Site Utilization Plan.
- B. Use of designated existing on-site streets and driveways for construction traffic is permitted. Tracked vehicles are not allowed on paved areas.
- C. Do not allow heavy vehicles or construction equipment in parking areas.
- D. Do not allow vehicle parking on existing sidewalks.
- E. Provide and maintain access to fire hydrants and control valves free of obstructions.
- F. Remove mud from construction vehicle wheels before entering streets. Cleanup dirt, rocks, and debris left on street from construction vehicles.
- G. Use designated existing on-site roads for construction traffic.
- H. Maintenance:
 - 1. Maintain the traffic and parking areas in a sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain the paving and drainage in original, or specified, condition.
- I. Removal, Repair:
 - 1. Remove temporary materials and at Substantial Completion.
 - 2. Remove underground work and compacted materials to a depth of 2 feet; fill and grade the site as specified.
 - 3. Repair existing and permanent facilities damaged by use, to the original or specified condition.

1.13 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain the site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other remote spaces, prior to enclosing the space.

- C. Broom and vacuum clean the interior areas prior to the start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from the site daily, as necessary to prevent an on-site accumulation of waste material, debris, and rubbish, and dispose off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.14 PROJECT IDENTIFICATION

- A. Project Identification Sign: One painted sign, 32 sq ft area, bottom 6 feet above the ground.
 - 1. Content:
 - a. Project title, and name of the Owner as indicated on the Contract Documents.
 - b. Names and titles of the authorities.
 - c. Names and titles of the Design Agent and Consultants.
 - d. Name of the Design Agent Contractor.
 - 2. Graphic Design, Colors, and Style of Lettering: 3 colors, as designated by the Design Agent during construction.
- B. Project Informational Signs:
 - 1. Painted informational signs of same colors and lettering as the Project Identification sign, or standard products; size lettering to provide legibility at 100-foot distance.
 - 2. Provide sign at each field office, storage shed, and directional signs to direct traffic into and within site. Relocate as the Work progress requires.
 - 3. No other signs are allowed without the Owner's permission except those required by law.
- C. Design all signs and their structures to withstand a 60-miles/hr-wind velocity.
- D. Sign Painter: Experienced as a professional sign painter for a minimum of three years.
- E. Finishes, Painting: Adequate to withstand weathering, fading, and chipping for the duration of construction.
- F. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.
- G. Installation:
 - 1. Install the project identification sign within 15 days after the date of receipt of the Purchase Order from State of Rhode Island Department of Administration, Division of Purchases.
 - 2. Erect at the designated location.
 - 3. Erect the supports and framing on a secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install the sign surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of the sign, supports, and framing.
- H. Maintenance: Maintain the signs and supports clean, repair deterioration and damage.

- I. Removal: Remove the signs, framing, supports, and foundations at the completion of the Project and restore the area.

1.15 TRAFFIC REGULATION

A. Signs, Signals, and Devices:

1. Post Mounted and Wall Mounted Traffic Control and Informational Signs: As approved by local jurisdictions.
2. Traffic Cones and Drums, Flares and Lights: As approved by local jurisdictions.
3. Flag person Equipment: As required by local jurisdictions.
4. Police Details: Provide all police details as required by local jurisdictions, including payment directly to officers.

- B. Flag Persons: Provide trained and equipped flag persons to regulate the traffic when construction operations or traffic encroach on the public traffic lanes.

- C. Flares and Lights: Use flares and lights during the hours of low visibility to delineate the traffic lanes and to guide traffic.

D. Haul Routes:

1. Consult with the authority having jurisdiction, establish the public thoroughfares to be used for haul routes and site access.

E. Traffic Signs and Signals:

1. At approaches to the site and on site, install at crossroads, detours, parking areas, and elsewhere as needed to direct the construction and affected public traffic.
2. Install and operate automatic traffic control signals to direct and maintain the orderly flow of traffic in areas under the Contractor's control, and areas affected by the Contractor's operations.
3. Relocate as the Work progresses, to maintain effective traffic control.

F. Removal:

1. Remove equipment and devices when no longer required.
2. Repair damage caused by installation.
3. Remove post settings to a depth of 2 feet .

1.16 BARRIERS

- A. Provide barriers to allow for the Owner's use of the site and to protect existing facilities and adjacent properties from damage from the construction operations, or demolition.

- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way, or for public access to the building.

- C. Provide protection for plants designated to remain. Replace damaged plants.

- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.17 ENCLOSURES AND FENCING

- A. Construction: Provide 6-ft. high commercial grade chain link fence around on-site equipment or areas of site disturbance for the period required to protect work and the public. Equip with vehicular and pedestrian gates with locks. Provide one set of keys to all gates and door locks to the Owner.
- A. Perform adjustment to the proposed layout as may be directed by the Owner.
- B. Interior Enclosures:
 - 1. Provide temporary partitions and ceilings as indicated to separate the work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to the existing materials and equipment.
 - 2. Construction: Framing and reinforced polyethylene, plywood, or gypsum board sheet materials with closed joints and sealed edges at intersections with existing surfaces, as agreed with the Owner:
 - a. Maximum flame spread rating of 75 in accordance with ASTM E84.

1.18 SECURITY

- A. Security Program:
 - 1. Protect the Work, the existing premises, or the Owner's operations from theft, vandalism, and unauthorized entry.
 - 2. Initiate the program in coordination with the Owner's existing security system at mobilization.
 - 3. Maintain the program throughout the construction period until Owner occupancy of each designated area.
- B. Entry Control: Coordinate the access of the Owner's personnel to the site in coordination with the Owner's security forces.

1.19 FIRE DETECTION

- A. Before beginning any construction operation that can potentially trigger the existing fire alarm detection system, notify the Owner through use of the form provided in Section 01 1020.
- B. Failure to so notify the Owner will subject the Contractor to a monetary fine for each occurrence, should the fire detection system be activated inadvertently by a construction activity.
- C. Comply with FM Global insurance underwriting standards and insurer recommendations for Hot Work, sprinkler impairment, and site maintenance.

1.20 WATER CONTROL

- A. Grade the site to drain. Maintain excavations free of water. Provide, operate, and maintain the pumping equipment.
- B. Protect the site from puddling or running water. Provide water barriers as required to protect the site from soil erosion.

1.21 DUST CONTROL

- A. Execute the Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.

1.22 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize the amount of bare soil exposed at one time.
- C. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect the earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.23 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by the construction operations.

1.24 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work, or entering the facility.

1.25 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent the contamination of soil, water, and the atmosphere from discharge of noxious, toxic substances, and pollutants produced by the construction operations.

1.26 RODENT CONTROL

- A. Provide methods, means, and facilities to prevent rodents from accessing or invading the premises.

1.27 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials, prior to Substantial Completion.
- B. Remove the underground installations to a minimum depth of 2 feet. Grade the site as indicated.
- C. Clean and repair the damage caused by installation or use of temporary work.
- D. Restore the existing and new facilities used during construction to their original condition.
- E. Restore any temporary exterior laydown or storage areas to the original condition. After each use, regrade and reseed as required to meet this requirement.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 5010 TEMPORARY FACILITIES AND CONTROLS - ATTACHMENT A

1.01 SECTION INCLUDES

- A. Delete the following: Temporary heating; temporary cooling; temporary ventilation.

END OF ATTACHMENT

01 5020 TEMPORARY FACILITIES AND CONTROLS - Attachment B

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete all lines 1.01 A.1 thru 8 and B.1 thru 6. Delete paragraph 1.01 C.
- C. Delete 1.02 B, C, D and E. Delete 1.03 A and B. Power distribution work not required.
- D. Delete subparagraphs 1.10 C and D. No field offices temporary utilities anticipated on small projects.
- E. Delete paragraph 1.11 Hoisting.
- F. Delete subparagraphs 1.12 H and I.
- G. Delete paragraphs 1.14, 1.15, 1.16, 1.17, 1.20, 1.21, 1.22, 1.24, 1.26 and subparagraph 1.27 B, assuming that most small projects do not involve enclosure requirements or exterior/sitework changes.

END OF ATTACHMENT

SECTION 01 6000 - PRODUCT REQUIREMENTS**PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.02 PRODUCTS

- A. Products: Means new material, machinery, components, fixtures, or systems forming the Work; but does not include the machinery or equipment used for the preparation, fabrication, conveying, or erection of the Work. Products may include the existing materials or components required or specified for reuse.
- B. Furnish products of qualified manufacturers suitable for the intended use. Furnish products of each type by a single manufacturer unless specified otherwise.
- C. Do not use materials and equipment removed from the existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable components of the same manufacturer for the components being replaced.

1.03 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with the manufacturer's instructions.
- B. Promptly inspect shipments to ensure that the products comply with the requirements, the quantities are correct, and the products are undamaged.
- C. Provide equipment and personnel to handle the products by methods to prevent soiling, disfigurement, or damage.

1.04 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect the products in accordance with the manufacturers' instructions.

- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the product.
- D. For exterior storage of fabricated products, place on sloped supports above the ground.
- E. Provide bonded off-site storage and protection when the site does not permit on-site storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent the condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store the products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of the products to permit access for inspection. Periodically inspect to verify that the products are undamaged and are maintained in acceptable condition.

1.05 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 one of the manufacturers named and meeting the 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 in accordance with the following article.

1.06 PRODUCT SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify the time restrictions for submitting requests for Substitutions during the bidding period to requirements specified in this section.
- B. Substitutions may be considered after the bid only in the following circumstances:
 - 1. when a product becomes no longer in production following the date of receipt of the Purchase Order for this Contract. Submit certification both that specified product was carried in Bid, and is no longer obtainable. Provide cost change documentation.
 - 2. there is a significant cost savings offered to the Owner. Provide price comparison of both bid and offered substitution products as well as all collateral costs of the change.

3. Code changes or site conditions require a different item from that bid. Submit as for 2 above.
- C. Document each request with complete data substantiating the compliance of a proposed Substitution with the Contract Documents.
- D. A request constitutes a representation that the Bidder:
1. Has investigated the 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 the installation and make changes to other Work which may be required for the Work to be complete with no additional cost to the Owner, including redesign.
 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 5. Will reimburse the Owner and the Design Agent for review or redesign services, including those associated with re-approval by the authorities having jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on the Shop Drawing or Product Data submittals, without a separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure, If Permitted Following Contract Award:
1. Submit three copies of a request for Substitution for consideration, no later than 20 working days following date of receipt of the Purchase Order for this Contract. Limit each request to one proposed Substitution.
 2. Submit the Shop Drawings, Product Data, and the certified test results attesting to the proposed product equivalence. The burden of proof is on the proposer.
 3. The Design Agent will notify the Contractor in writing of a decision to accept or reject the request. Costs for review time on unsuccessful requests will be included in the next change order.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 6010 PRODUCT REQUIREMENTS - Attachment A

A. No variations in this section for this Project

END OF ATTACHMENT

01 6020 PRODUCT REQUIREMENTS - Attachment B

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. No amendments are necessary in the Section due to project size. See Attachment A for project specific amendments.

END OF ATTACHMENT

SECTION 01 7000 - EXECUTION REQUIREMENTS**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Field Engineering.
- D. Protection of adjacent construction.
- E. Cutting and patching.
- F. Special procedures.
- G. Starting and adjusting of systems.
- H. Demonstration and Instructions.
- I. Testing, adjusting and balancing.
- J. Protecting Installed Construction.

1.02 EXAMINATION

- A. Acceptance of Conditions:
 - 1. Verify that existing applicable site conditions, substrates, or substrate surfaces are acceptable or meet specific requirements of individual specifications Sections, for subsequent Work to proceed.
 - 2. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
 - 3. Examine and verify specific conditions described in individual specifications Sections.
 - 4. Verify that utility services are available, of correct characteristics, and in correct locations.
 - 5. Beginning of new Work, that relies upon the quality and proper execution of Work of a preceding trade, means acceptance of that preceding Work as appropriate for the proper execution of subsequent Work.
 - 6. Acceptance of preceding Work that can be shown later to have adversely affected proper performance of new Work may result in removal and repeat performance of all Work involved at no cost to the Owner.

1.03 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply substrate primer, sealer, or conditioner, required or recommended by manufacturer, prior to applying any new material or substance in contact or bond.
- D. Prior to the application, installation, or erection of any products and product components, perform any other preparatory operations, or surface or substrate modifications, as may be specified or directed by product manufacturers.

1.04 FIELD ENGINEERING

- A. Employ a Land Surveyor registered in the State of Rhode Island and acceptable to Design Agent and the Owner if required by subgrade work.
- B. Locate and protect survey control and reference points. Promptly notify Design Agent of any discrepancies discovered.
- C. Control Datum for survey is to be agreed to with the Design Agent.
- D. Verify setbacks and easements, if any; confirm drawing dimensions and elevations.
- E. Provide field-engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.
- F. Submit a copy of site drawings and certificate signed by the Land Surveyor that the elevations and locations of the Work are in conformance with the Contract Documents.
- G. Maintain a complete and accurate log of control and survey work as it progresses.
- H. If required by the Owner, on completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- I. Protect survey control points prior to starting site work; preserve permanent reference point during construction.
- J. Promptly report to Design Agent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control point based on original survey control. Make no changes without prior written notice to Design Agent.

1.05 PROTECTION OF ADJACENT CONSTRUCTION

- A. Protect existing adjacent properties and provide special protection where specified in individual Specification Sections.
- B. Provide protective coverings at wall, projections, jambs, sills, and soffits of existing openings.
- C. Protect existing finished floors, stairs, and other existing surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Cover and protect furnishings, materials and equipment within the spaces receiving new work. Move items as necessary to install new work and return them to original locations at the close of construction in that area.
- E. Repair adjacent properties damaged by construction operations to original condition to the satisfaction of the Owner.
- F. Prohibit unnecessary traffic from existing landscaped areas.
- G. Restore grassed landscaped areas damaged by construction operations to full healthy growth, by installing loam and sod to the requirements, and under the supervision of, the University's Associate Director of Lands and Grounds.

1.06 CUTTING AND PATCHING

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements which affect:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
 - 5. Existing construction, or Work of separate contractor.
- C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
 - 1. Fit the several parts together, to integrate with other Work.
 - 2. Uncover Work to install or correct ill-timed Work.
 - 3. Remove and replace defective and non-conforming Work.
 - 4. Remove samples of installed Work for testing.
 - 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

- D. Execute Work by methods that will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut masonry, concrete, and other rigid materials using masonry saw or core drill.
- F. Remove ceiling tiles as necessary to access areas of work. Store and replace carefully to avoid damage. Replace all ceiling tiles damaged during the work with new tiles to match. Repair ACT grid damaged during the work in accordance with this section.
- G. Restore Work with new Products in accordance with requirements of Contract Documents.
- H. Fit Work tight to pipes, sleeves, ducts, conduits, and other penetrations through surfaces.
- I. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- J. At penetration of fire rated partitions, ceiling, or floor construction, completely seal voids with fire rated or fire resistant material in accordance with Specifications, to full thickness of the penetrated element.
- K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- L. Identify any hazardous substance or conditions exposed during the Work to the Owner and Design Agent for decision or remedy.
- M. See General Conditions for additional requirements.

1.07 SPECIAL PROCEDURES

- A. Materials: As specified in product Sections; match existing with new products, or salvaged products as appropriate, for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.

- F. Prepare surface and remove surface finishes to provide installation of new Work and finishes.
- G. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- H. Remove, cut, and patch Work in a manner to minimize damage and to provide means of restoring products and finishes to original or specified condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces to specified condition for each material, with a neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. When finished surfaces are cut so that a smooth transition with new Work is not possible, terminate existing surface along a straight line at a natural line of division and submit recommendation to Design Agent for review.
- L. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Design Agent for review.
- M. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.
- N. Patch or replace portions of existing surfaces which are damaged, or showing other imperfections.
- O. Finish surfaces as specified in individual product Sections, or as indicated on the Drawings.

1.08 STARTING AND ADJUSTING OF SYSTEMS

- A. Coordinate schedule for starting and adjusting of various equipment and systems.
- B. Notify Design Agent and Owner seven days prior to starting and adjusting of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.
- D. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.

- F. Execute starting and adjusting under supervision of responsible Contractor's personnel or manufacturer's representative, in accordance with manufacturer's instructions.
- G. Adjust operating Products and equipment to ensure smooth and unhindered operation.
- H. When specified in individual specifications Section, require manufacturer to provide authorized representative to be present at the site to inspect, check, and approve equipment or system installation prior to starting, and to supervise placing of equipment or system in operation.
- I. Submit a written report in accordance with Section 01400 that equipment or system has been properly installed and is functioning correctly.

1.09 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of Products to Owner's personnel two weeks prior to date of Substantial Completion.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Utilize operation and maintenance manuals as basis for instruction. Review contents of manuals with Owner's personnel in detail to explain all aspects of operation and maintenance.
- D. Demonstrate start-up, operation, control, adjustment, trouble shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled or agreed upon times, at equipment or system location.
- E. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.10 TESTING, ADJUSTING, AND BALANCING

- A. Submit, for the Owner's approval, the name of an independent firm to perform testing of fire systems. The independent firm's services will be paid for by the Contractor.
- B. The independent firm will perform services specified in individual specifications Sections.
- C. Reports will be submitted by the independent firm to the Design Agent and the Owner indicating observations and test results, indicating compliance or non-compliance with specified requirements and with the requirements of the Contract Documents.

1.11 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Repair or replace installed Work damaged by construction operations, as directed by the Design Agent.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

01 7010 EXECUTION REQUIREMENTS - Attachment A

A. Daily Attendance Form

1. Maintain Daily Attendance Form acceptable to the Department of Labor and Training for all projects with a contract value over \$1Million. Submit as requested.

B. Delete 1.01 G, H, I

C. Delete 1.02 A. 2 thru 6

D. Delete 1.03

E. Delete 1.05 B, C, D, G

F. Delete 1.06 A, B, C, F, H, I, K, M,

G. Delete 1.07 B, C, D, F thru O

H. Delete 1.08

I. Delete 1.09

J. Delete 1.10

END OF ATTACHMENT

01 7020 EXECUTION REQUIREMENTS - Attachment B
Small Project Changes

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

- B. Delete heading 1.01C, Field Engineering and entire subsection 1.04 FIELD ENGINEERING.

END OF ATTACHMENT

SECTION 01 7320**WASTE MANAGEMENT****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
 - 1. Aluminum and plastic beverage containers.
 - 2. Corrugated cardboard.
 - 3. Wood pallets.
 - 4. Clean dimensional wood: May be used as blocking or furring.
 - 5. Land clearing debris, including brush, branches, logs, and stumps.
 - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
 - 7. Glass.
 - 8. Gypsum drywall and plaster.
 - 9. Plastic buckets.
 - 10. Paper, including wrapping, newsprint, and office.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports. Submit in accordance with Section 01 3300.
- F. Contractor shall develop and follow a Waste Management Plan designed to implement these requirements.
- G. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- H. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 5000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- D. Section 01 7000 - Execution Requirements: Trash/waste prevention procedures related to

demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3300 for submittal procedures.
- B. Waste Management Plan: Include the following information:
 - 1. Analysis of the trash and waste projected to be generated during the entire project construction cycle, including types and quantities.
 - 2. Landfill Options: The name, address, and telephone number of the landfill(s) where trash/waste will be disposed of, the applicable landfill tipping fee(s), and the projected cost of disposing of all project trash/waste in the landfill(s).
 - 3. Landfill Alternatives: List all waste materials that will be diverted from landfills by reuse, salvage, or recycling.
 - 4. Meetings: Describe regular meetings to be held to address waste prevention, reduction, recycling, salvage, reuse, and disposal.

5. Materials Handling Procedures: Describe the means by which materials to be diverted from landfills will be protected from contamination and prepared for acceptance by designated facilities; include separation procedures for recyclables, storage, and packaging.
 6. Transportation: Identify the destination and means of transportation of materials to be recycled; i.e. whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler.
- C. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 2. Submit Report on a form acceptable to Owner.
 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 2 PRODUCTS (not used)

PART 3 EXECUTION

3.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 1000 for list of items to be salvaged from the existing building for relocation in project or for Owner.

- B. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- C. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- D. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- E. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, Owner's Recycling and Solid Waste Coordinator, and Design Agent.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

01 7330 WASTE MANAGEMENT - Attachment A

- A. Removal and disposal of any and all waste will be documented and will adhere to all applicable University, Local, State and Federal regulations.

END OF ATTACHMENT

01 7330 WASTE MANAGEMENT - Attachment A

- A. Removal and disposal of any and all waste will be documented and will adhere to all applicable University, Local, State and Federal regulations.

END OF ATTACHMENT

01 7331 WASTE MANAGEMENT - Attachment B
Small Project Changes

- A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete paragraphs 1.01 F and 1.04 B. Change heading at 3.02 to be “WASTE MANAGEMENT PROCEDURES. Delete paragraphs 3.02 A, B and D. No Waste Management Plan will be required.
- C. Delete lines 1.04 C.4c, .4d, .5c, .5d and .6c. Required back-up is reduced.

END OF ATTACHMENT

SECTION 01 7800 - CLOSEOUT REQUIREMENTS**PART 1 - GENERAL**

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Quality assurance.
- C. Maintenance service.
- D. Operations and maintenance manuals.
- E. Materials and finishes manuals.
- F. Equipment and systems manuals.
- G. Spare parts and maintenance materials.
- H. Product warranties and product bonds.
- I. Project Record documents.

1.02 CLOSEOUT PROCEDURES

- A. Submit a written certification that the Contract Documents have been reviewed, the Work has been inspected, and that the Work is complete in accordance with the Contract Documents and is ready for the Owner's review.
- B. Provide submittals to Design Agent that are required by governing or other authorities, including abatement invoices correctly prepared as proscribed in the abatement plan. Failure to include correctly prepared abatement invoices will delay issuing of final payment.
- C. Provide submittals to Design Agent that are required by the governing or other authorities, including the following closeout documents:
 - 1. AIA Document G706 - Contractor's Affidavit of Payment of Debts and Claims
 - 2. AIA Document G706A - Contractor's Affidavit of Release of Liens
 - 3. AIA Document G707 - Consent of Surety to Final payment
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- E. The Owner will occupy all portions of the building after Substantial Completion as specified in Section 01 1000.

1.03 QUALITY ASSURANCE

- A. Employ personnel assembling submittals experienced in the maintenance and the operation of the described products and systems.

1.04 MAINTENANCE SERVICE

- A. Submit a contract for furnishing service and maintenance of the components indicated in the specification Sections for one year from date of Substantial Completion, or during the warranty period, whichever period of time is the longest.
- B. Provide for an examination of the system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include a systematic cleaning, examination, adjustment, and lubrication of the components. Repair or replace the parts whenever required. Use the parts produced by the manufacturer of the original component.
- D. Do not assign or transfer the maintenance service to an agent or Subcontractor without the prior written consent of the Owner.

1.05 OWNER'S MANUALS

- A. Submit the data for Operations and Maintenance, Materials and Finishes, and Equipment and Systems Manuals bound in 8-1/2 x 11 inch text pages, in minimum 2 inch size three D side ring commercial quality binders with durable cleanable plastic covers.
- B. Prepare binder covers with the printed title of the manual, title of the project, and the subject matter of binder. Label each spine with the following: Building, project or facility name, OCP project number, submission date.
- 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. Drawings: Provide with reinforced punched binder tab. Bind in with the text; fold the larger drawings to the size of the text pages.
- E. Submit two copies of a preliminary draft of the proposed formats and outline of the contents before the start of work. The Design Agent and its consultants will review drafts and return one copy with comments.

- F. Submit one copy of the completed volumes 15 days prior to final inspection for final review. This copy will be reviewed and returned after final inspection, with the Design Agent's comments. Revise the content of the document sets as required prior to final submission.
- G. Submit three sets of revised final volumes plus electronic copy in final form within ten days after final inspection.

1.06 OPERATIONS AND MAINTENANCE MANUALS

- A. Contents: Prepare the Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. **Part 1:** Directory, listing the names, addresses, and telephone numbers of the Design Agent, its Consultants, Contractor, Subcontractors, and major equipment suppliers.
 - 2. **Part 2:** Operation and maintenance instructions, arranged by system and subdivided by the specification Section. For each category, identify the names, addresses, and telephone numbers of the Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for [special] finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. **Part 3:** Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Air and water balance reports.
 - c. Certificates.
 - d. Originals of warranties and bonds.
 - 4. **Part 4:** Scan entire manual and provide 3 copies on disc in electronic PDF format.

1.07 MATERIALS AND FINISHES MANUALS

- A. Building Products, Applied Materials, and Finishes: Include product data, with the catalog number, size, composition, and the color and texture designations. Include information for re-ordering custom manufactured products.
- B. Instruction for Care and Maintenance: include manufacturer's instructions for cleaning agents and methods, precautions against detrimental agents and methods, and a recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in the individual product specification Sections.

- E. Include a listing in the Table of Contents for design data, with a tabbed flysheet and a space for the insertion of data.

1.08 EQUIPMENT AND SYSTEMS MANUALS

- A. For equipment, or component parts of equipment put into service during construction and operated by the Owner, submit documents within 10 days after acceptance.
- B. Each Item of Equipment and Each System: Include a description of the unit or system, and the component parts. Identify the function, normal operating characteristics, and limiting conditions. Include performance curves, with priming data and tests, and complete nomenclature and model number of replaceable parts.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color-coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Include a servicing and lubricating schedule, and a list of lubricants required.
- H. Include the manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by the controls manufacturer.
- J. Include the original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Include control diagrams by the controls manufacturer as installed.
- L. Include the Contractor's coordination drawings, with color-coded piping diagrams as installed.
- M. Include charts of valve tag numbers, with the location and function of each valve, keyed to the flow and control diagrams.
- N. Include a list of the original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports as specified in Section 01400.

- P. Additional Requirements: As specified in the individual product specification Sections.

1.09 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Furnish spare parts, maintenance, and extra products (attic stock) in the quantities specified in the individual specification Sections.
- B. Deliver to the Project site and place in a location as directed by the Owner; obtain a receipt prior to final payment.

1.10 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by the responsible subcontractors, suppliers, and manufacturers, within 10 days after the completion of the applicable item of work.
- B. Execute and assemble the transferable warranty documents and bonds from the subcontractors, suppliers, and manufacturers.
- C. Verify that the documents are in the proper form, contain full information, and are notarized.
- D. Co-execute the submittals when required.
- E. Include in the Operations and Maintenance Manuals within the appropriate material specification section.
- F. Submit prior to the final Application for Payment. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty or bond period.

1.11 PROJECT RECORD DOCUMENTS

- A. Maintain on the site one set of the following record documents; record actual revisions of the Work for all trades:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instructions for assembly, installation, and adjusting.
- B. Ensure the entries are complete and accurate, enabling future reference by the Owner.
- C. Store the record documents separate from the documents used for construction.

- D. Record information concurrent with the construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product Section description of the actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record the actual construction including:
1. Measured horizontal and vertical locations of the underground utilities and appurtenances, referenced to permanent surface improvements. Include the locations and description of any existing utility lines and other existing installations of any kind or description encountered during construction. Note all changes in size, material, location, and elevation of all new or abandoned underground utility lines and pertinent work, including site grading. Document topography and drainage changes. Show the location of all valves, manholes, etc. and include dimensions to permanent features such as building corners. Note direction of each new valve opening. Show clearances between new utilities and existing crossed lines. Locate all bends, thrust blocks, and other restraints.
 2. The placement, size, and type of any fire extinguishers.
 3. Measured locations of internal utilities and appurtenances concealed in the construction.
 4. Field changes of dimension and detail.
 5. Details not on the original Contract drawings.
- G. Legibly marked Specifications, and legibly marked Record Drawings and Shop Drawings shall constitute the Project Record Documents in paper form.
- H. At completion of the Work of the Contract, the Contractor shall retain competent drafting personnel to transfer the information from the Project Record Documents in paper form to editable electronic formats to create "As-Built" Documents on base files provided by the Design Agent. The record construction drawings shall be produced in both AutoCAD format plus a record PDF copy of each drawing. AutoCAD files shall include all XREF, font, image, shape, and plot files. PDF files shall be saved full sheet size. The record Project Manual shall be in Microsoft Word form plus a record PDF of the entire manual. The electronic media containing this information will constitute the Project Record Documents in digital form, sometimes referred to as the "As-Built" Documents. Acceptable media are write-protected CD-R format discs or flash drives. Submit one full size printed set of drawings and specifications on 20 lb. white bond made from the As-Built files in addition to the electronic media.
- I. Associated materials including but not limited to the following are also required to be submitted at project close-out: shop drawings and cut sheets, RFIs, correspondence and meeting minutes, LEED scorecards, construction progress photographs, DEM permits including generator permits, certificates including Final Certificate of Occupancy, boiler and elevator certificates, easement rights, National Grid Rebate Applications, test and inspection documentation including fire pump test data, asbestos abatement plans and manifests. These materials may be

submitted in either paper or PDF digital format, organized by specification number, and clearly labeled. If paper copies are submitted, each box must be clearly labeled as to specific contents.

- J. If the project required geotechnical, archeological, or other miscellaneous studies or other reports, these shall also be submitted as Record Document in either paper or digital format.
- K. Labeling: In all cases, paper or digital submissions must contain the following information: Building, project or facility name, OCP Project number, submission date, and specific content index.
- L. No review or receipt of Project Record Documents by the Design Agent or the Owner shall be interpreted as a waiver of any deviation from the Contract Documents or Shop Drawings, or in any way relieve the Contractor from responsibility to perform the Work in accordance with the Contract Documents and the Shop Drawings.
- M. Update the on-site Project Record Documents on a regular basis. Monthly payments will not be processed if Project Record Documents are not maintained up to date.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION

01 7810 CLOSEOUT REQUIREMENTS - Attachment A

- A. The following amendments made to this Section apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.
- B. Delete subparagraph 1.01 C,D,E,F,G,H.
- C. Delete lines 1.02 E. Building occupation is not required.
- D. Delete paragraph 1.04. Maintenance services for components are not required.
- E. Delete paragraph 1.05. Owner's Manuals not required.
- F. Delete paragraph 1.06. Operation and Maintenance Manuals are not required.
- G. Delete paragraph 1.07. Materials and Finishes Manuals are not required.
- H. Delete paragraph 1.08. Equipment and Systems Manuals are not required.
- I. Delete paragraph 1.09. Spare parts and maintenance products are not required.
- J. Delete paragraph 1.10. Product warranties and bonds are not required.
- K. In subparagraph 1.11 A, delete line 6.
- L. Delete subparagraph 1.11 H.
- M. In subparagraph 1.11 I, delete "LEED scorecards", "generator permits".
"Certificated including Final Certificate of Occupancy, boiler and elevator certificates, easement rights, National Grid Rebate Applications", "fire pump test data".

END OF ATTACHMENT

01 7820 CLOSEOUT REQUIREMENTS - Attachment B
Small Project Changes

A. The following amendments are made to this Section in order to facilitate execution of smaller projects at URI. They apply to the work of this project. All portions of the specification Section not deleted or amended remain in full force and effect for this project.

B. Delete subparagraph 1.02 A. Additional certification is not required.

C. Delete lines 1.02 C.1 and 3. Only the final release of liens remains as a requirement from this paragraph.

D. Delete paragraph 1.03. General knowledge of construction is sufficient.

E. Delete subparagraph 1.05 E. No preliminary submittal is required.

F. In subparagraph 1.11 F, end the first sentence after “construction”, and delete the lines 1 thru 5. Record changes to the work as clearly as possible to facilitate future work.

END OF ATTACHMENT

Horsley Witten Group, Inc,

Standard Contract Documents-URI Bid
Paideia Site Demolition
URI Project #KC.G.PDEA.2017.001

DIVISION 31 – EARTHWORK

SECTION 31 10 00 - SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Labor, materials and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Removing surface debris.
 - 2. Clearing and grubbing.
 - 3. Removing designated paving, curbs, and walkways.
 - 4. Removing designated trees, shrubs, and other plant life within the Limit of Work area, as indicated on Drawings.
 - 5. Removing abandoned above and below grade utilities.
 - 6. Excavating and stockpiling topsoil.

- B. Related Sections:
 - 1. Section 31 20 00 - Earth Moving
 - 2. Section 31 23 18 - Rock Removal
 - 3. Section 31 23 19 - Dewatering
 - 4. Section 31 25 00 - Erosion and Sediment Control

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.3 QUALITY ASSURANCE

- A. Conform to applicable code for environmental requirements, disposal of debris and use of herbicides.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing invasive plants designated for removal is tagged or identified.

- B. Identify waste area for placing removed materials.

3.2 PREPARATION

- A. Dig Safe or Call Local Utility Line Information service at 1-888-DIG-SAFE (1-888-344-7233) not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Prior to altering any utilities, obtain consent of utility service provider.
 - 1. Arrange with the utility service providers to shut off utilities to be disturbed as indicated on the Drawings and inform Owner and Engineer of anticipated interruption.

3.3 PROTECTION

- A. Locate, identify, and protect utilities indicated to remain, from damage.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

3.4 CLEARING AND GRUBBING

- A. Remove trees and shrubs within the limit of work and as indicated on Drawings. Remove stumps, main root ball, surface rock, and other obstructions.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or be re-located.
 - 2. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct new construction. Notify the Engineer prior to any root cutting.
 - 3. Grind stumps and remove roots, obstructions, and debris extending to a depth of 18 inches below grade.
 - 4. Mechanical grubbing is prohibited within the tree protection zones indicated on Drawings, and all grubbing is to be done by hand methods.
 - 5. Chip removed tree branches and dispose off-site, unless noted otherwise on the Drawings.
- B. Fill depressions created by clearing and grubbing operations in accordance with Section 31 20 00 unless further excavation or grading is indicated on the Drawings.

3.5 REMOVAL

- A. Remove and properly dispose of cleared material.
- B. Remove all surplus soil and unsuitable soil.
- C. Remove debris, rock, and extracted plant life from site.
- D. Remove any remaining paving, curbs, and walkways.
- E. Neatly saw cut edges at right angle to surface.

- F. Continuously clean-up and remove trash, construction debris and waste materials from site. Do not allow materials to accumulate on site.
- G. Do not burn or bury materials on site. Leave site in clean condition.

3.6 TOPSOIL EXCAVATION

- A. Remove sod/grass before excavation of topsoil.
- B. Excavate topsoil for re-use from entire site, to the depths encountered without mixing with underlying soils and foreign materials for use in finish grading.
 - 1. Remove trash, debris, weeds, roots and other waste materials from stockpiled topsoil.
- C. Do not excavate wet topsoil.
- D. Stockpile in area designated on site to a height not exceeding 8 feet and protect from erosion.
 - 1. Do not stockpile within the tree protection zones.
 - 2. Stockpile topsoil away from the edge of excavations, do not intermix with subsoil.
 - 3. Grade and shape stockpiles to drain surface water.
 - 4. Cover to prevent windblown dust contamination by air borne weed seed.
 - 5. Install temporary erosion control devices for all stockpiled soil, as indicated on Drawings and/or as directed by the Engineer to protect adjacent properties and/or resource areas.
- E. Remove excess topsoil not intended for reuse on the Project site.

END OF SECTION

SECTION 31 20 00 - EARTH MOVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Provide labor, materials and equipment necessary to complete the work of this Section, including:
 - 1. Removal of subsoil, excavating and trenching
 - 2. Backfilling
 - 3. Cutting, grading, filling, rough contouring, and compacting for utility, road, parking, sidewalks, walkways and landscape installation.

- B. Related Sections:
 - 1. Section 31 23 18 - Rock Removal: Removal of rock during excavating.
 - 2. Section 31 25 00 – Erosion and Sedimentation Controls
 - 3. Section 32 11 23 – Aggregate Base Course
 - 4. Section 32 12 16 – Asphalt Paving
 - 5. Section 32 13 13 – Concrete Paving
 - 6. Section 32 91 19 - Landscape Grading:
 - 7. Section 32 92 19 - Seeding
 - 8. Section 32 93 00 - Plants
 - 9. Section 33 41 00 - Storm Utility Drainage Piping
 - 10. Section 33 47 30 – Stormwater Treatment – Bioretention
 - 11. Section 33 49 23 – Storm Drainage-Retention Structures

1.2 REFERENCES

- A. Local utility standards when working within 24 inches of utility lines.

- B. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

- C. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m<sup>3 - 3. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lb/ft³ (2,700 kN-m/m<sup>3 - 5. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 6. ASTM D2419 - Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 - 7. ASTM D2434 - Standard Test Method for Permeability of Granular Soils (Constant Head).</sup></sup>

8. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
9. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
10. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

1.3 DEFINITIONS

- A. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions on Drawings or without approval by Engineer.
- B. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.
- C. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- D. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- E. Utility: Any buried pipe, duct, conduit, or cable.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.
- D. Product Data: For the following:
 1. Each type of plastic warning tape;
 2. Geotextile;
- E. Samples: Submit, in air-tight containers sample of fill to testing laboratory.
- F. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
 2. Laboratory compaction curve according to ASTM D 1557 for each onsite and borrow soil material proposed for fill and backfill.
- G. Materials Source: Submit name of imported materials source.

H. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.6 QUALITY ASSURANCE

A. Furnish each subsoil material from single source throughout the Work.

B. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.

C.

1.7 ENVIRONMENTAL REQUIREMENTS

A. Cold Weather Requirements:

1. Excavation: When temperatures below 32 degrees F are anticipated, do not excavate to final required elevations for concrete work unless concrete can be placed immediately.
2. Backfilling: When backfilling below 32 degrees F, the following procedures must be followed:
 - a. Remove frozen ground in its entirety from beneath and five feet beyond the area of fill placement.
 - b. Fill material to consist of selected fill free of all frozen chunks that exceed four inches in size. Material transported to the project site must only consist of material excavated from below the frost depth.
 - c. End of the work day: Cover the area of fill placement with insulated blankets. Other means of protection (straw, wood chips, etc.) may also be used for protection provided it is approved by the Engineer.
 - d. Following work day: Remove the insulated blankets and/or strip the area of all frozen material as specified previously.
 - e. Upon establishing the subgrade elevations, protect the grades with insulated blankets or place additional material that will adequately insulate the ex-posed earth surface from frost. Strip additional or protective material just prior to pouring concrete.

PART 2 PRODUCTS

2.1 SOIL MATERIALS

A. Satisfactory Soils for General Backfill (imported or excavated):

1. Excavated and re-used material. Imported borrow. Select or local borrow.
2. Material, graded free of lumps larger than 6 inches, rocks larger than 3 inches, organic material, and debris.
3. ASTM D2487 Unified Soil Classification Groups GW, GP, GM, SW, SP, and SM or a combination of these groups.
4. Provide borrow from off-site borrow sources that have no known releases or disposal of oil and/or hazardous materials and invasive species.

5. Immediately notify the Engineer if satisfactory soils are not maintained within 2 percent of optimum moisture content at the time of compaction.
- B. Unsatisfactory Soils for General Backfill (imported or excavated):
1. Includes imported borrow or excavated and re-used material.
 2. ASTM D2487 Unified Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 3. Contains rock or gravel larger than 3 inches in any dimension, debris, oil and or/ hazardous waste, frozen materials, vegetation, invasive species and other deleterious matter.
- C. Hazardous Materials or Soils
1. Soil sampling has not been conducted at this site and hazardous waste or contaminated soil is not anticipated to be encountered. If during the life of this contract hazardous material is suspected to be encountered the CONTRACTOR shall immediately notify the OWNER and ENGINEER, cease all construction activities and take all necessary precautions in compliance with Massachusetts Department of Environmental Protection's (DEP) 310 CMR 40.0000, the Massachusetts contingency plan and 310 CMR 30 Hazardous Waste Regulations.
- D. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- E. Berm/Embankment fill:
1. Free of roots, stumps, wood, rubbish, stones greater than 6 inches, frozen or other objectionable materials.
 2. Conforming to ASTM D2487 Unified Soil Classification GC, SC, CH, or CL with at least 30 percent passing the No.200 sieve.

2.2 ACCESSORIES

- A. Geotextile Fabric: Non woven drainage geotextile made from polyolefins, polyesters, or polyamides with the following minimum properties according to ASTM D 4659 and referenced standard test methods:
1. Grab Tensile Strength: 120 lbf (533 N); ASTM D 4632.
 2. Tear Strength: 50 lbf (222 N); ASTM D 4533.
 3. Puncture Resistance: 70 lbf (311 N); ASTM D 4833.
 4. Water Flow Rate: 120 gpm per sq. ft. (4885 L/min per sq. m); ASTM D 4491.
 5. Apparent Opening Size: No. 70 (0.212 mm); ASTM D 4751.
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities
1. A minimum of 6 inches wide and 4 mils thick
 2. Continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection
 3. Detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - a. Red: Electric.
 - b. Yellow: Gas, oil, steam, and dangerous materials.
 - c. Orange: Telephone and other communications.
 - d. Blue: Water systems.

2.3 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Subsoil Material: Perform in accordance with ASTM D698, ASTM D1557 or AASHTO T180.
- B. When tests indicate materials do not meet specified requirements, change material and retest.
- C. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION EXAMINATION

- A. Verify existing site conditions before starting work.
- B. Verify survey bench mark and intended elevations for the Work as indicated on Drawings
- C. Notify Engineer of unexpected subsurface conditions and discontinue affected work in area until notified to resume work.

3.2 EXCAVATION PREPARATION

- A. Dig Safe or Call Local Utility Line Information service at 1-888-DIG-SAFE (1-888-344-7233) not less than three working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Prior to altering any utilities, obtain consent of utility service provider.
 - 1. Arrange with the utility service providers to shut off utilities to be disturbed as indicated on the Drawings and inform Owner and Engineer of anticipated interruption.
- C. Identify required lines, levels, contours, and datum.
- D. Notify utility company to remove utilities.
- E. Establish temporary traffic control when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

3.3 PROTECTION

- A. Maintain and protect above and below grade utilities indicated to remain.
- B. Protect abutting property plant life, lawns, and other features.
- C. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

- D. Underpin adjacent structures, which may be damaged by excavation work, including service utilities and pipe chases.
- E. Grade excavation top perimeter to prevent surface water run-off into excavation or to adjacent properties.
- F. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- G. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- H. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.
- I. Protect newly graded areas from traffic, freezing, erosion and over compaction.

3.4 UNDERGROUND UTILITIES

- A. Do not interrupt existing utilities that are in service until temporary or new utilities are installed and operational.
- B. GENERAL EXCAVATION
- C. Excavate subsoil to accommodate utilities, roads, parking, sidewalks, walkways, landscape installation and paving construction operations,
- D. Slope banks with machine to angle of repose or less until shored.
- E. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- F. Trim excavation. Remove loose matter.
- G. Remove lumped subsoil, boulders, and rock up to 1/3 cu yd measured by volume.
 - 1. Remove rock to lines and grades required to permit installation of permanent construction as indicated on Drawings without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings;
 - b. 12 inches outside of concrete forms at footings;
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade;
 - d. Outside dimensions of concrete walls indicated to be cast against rock with-out forms or exterior waterproofing treatments;
 - e. 6 inches beneath bottom of concrete slabs on grade;
 - f. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide;
 - g. As indicated on the Drawings.
- H. Notify Engineer of unexpected subsurface conditions.
- I. Correct areas over excavated with approved satisfactory fill as specified in this Section as directed by Engineer.

- J. Remove excess and unsuitable material from site.
- K. Stockpile subsoil in area designated on site to depth not exceeding 8 feet and protect from erosion.
- L. Stockpile excavated material in area designated on site in accordance with this Section.
- M. Repair or replace items indicated to remain damaged by excavation.

3.5 EXCAVATING WITHIN ROOT ZONES

- A. Mechanical excavation practices are prohibited within the tree root zones as indicated on Drawings. All excavating is to be done by hand methods with the use of an Air Spade or approved equivalent such that the existing tree roots are maintained to the maximum extent practicable.
- B. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct new construction. Notify the Engineer/Landscape Architect prior to any root cutting.
- C. Excavation of soil must occur within the same week as the proposed grading activity or surface material placement. At no time will the exposed roots of the existing trees be allowed to dry out. Tree roots will be hand watered during any period when they are exposed.

3.6 SUBSOIL EXCAVATING

- A. Excavate subsoil and topsoil from areas designated.
- B. Stockpile excavated material meeting requirements for subsoil materials and topsoil materials.
- C. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
- D. Remove excess excavated materials subsoil and topsoil not intended for reuse, from site.
- E. Remove excavated materials not meeting requirements for subsoil materials and topsoil materials from site.
- F. Remove groundwater by pumping to keep excavations dry in accordance with Section 31 23 19.
- G. Excavate subsoil required for underground storage chambers construction operations, and other Work.
- H. Proof roll bearing surfaces. Fill soft spots with fill and compact uniformly to 95 percent of maximum density.
- I. Correct unauthorized excavation at no cost to Owner.

- J. Backfill over-excavated areas under in accordance with specifications and as directed by the Engineer.
- K. Excavate subsoil from areas to be further excavated, relandscaped, or regraded.
- L. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- M. When excavating through roots, perform Work by hand and cut roots with sharp axe.
- N. Benching Slopes: Horizontally bench existing slopes greater than 1: 4 to key placed fill material to slope to provide firm bearing.
- O. Stability: Replace damaged or displaced subsoil as specified for fill.

3.7 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within accepted tolerance.
- B. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations:
 - a. Do not disturb bottom of excavation.
 - b. Excavate by hand to final grade just before placing concrete reinforcement.
 - c. Trim bottoms to required lines and grades.
 - 2. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures:
 - a. Do not disturb bottom of excavations intended as bearing surfaces.

3.8 TRENCHING

- A. Excavate for storms sewer piping to underground chambers and University drainage network as indicated on the Drawings.
- B. Excavate trenches to indicated gradients, lines, depths, and elevations. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- C. Hand trim excavation and leave free of loose matter.
- D. Support pipe bells, joints, and conduit, during placement and compaction of bedding fill.
- E. Remove projecting stones and sharp objects along trench subgrade.
- F. Coordinate backfilling with utilities testing.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.
- H. Backfill trenches to required contours and elevations.

- I. Place and compact fill materials as for Backfilling.

3.9 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.10 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam or other survey instrument with qualified operator to establish lines and grades.

3.11 UNAUTHORIZED EXCAVATION

- A. Immediately notify the Engineer prior to the commencement of any unauthorized excavation or backfilling work.
- B. Backfill unauthorized excavation under footings, foundation bases, or retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification.

3.12 BACKFILL EXAMINATION

- A. Verify underground structures, piping and chambers have been inspected as required by the Engineer and/or Owner's representative prior to backfilling.
- B. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.
- C. Verify foundation or basement walls are braced to support surcharge forces imposed by backfilling operations.

3.13 BACKFILL PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural or granular fill, as applicable, and compact to density equal to or greater than requirements for subsequent fill material.
- C. Scarify subgrade surface to depth of 6 inch.
- D. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.
- E. Replace unsatisfactory soil with compacted backfill or fill material.
- F. Survey locations of underground utilities for As-built Drawings and Record Documents.
- G. Test and inspect underground utilities as specified.
- H. Remove concrete formwork.
- I. Remove trash and debris.
- J. Install permanent or temporary horizontal bracing on horizontally supported walls
- K. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities without additional compensation.
- L. If unsatisfactory soil is encountered immediately, notify Engineer before any work commences.

3.14 BACKFILLING

- A. Backfill systematically, as early as possible, to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
- B. Place and compact backfill in excavations promptly.
- C. Place backfill and fill soil materials in layers to specified depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- D. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- E. Fill voids with approved backfill materials while shoring and bracing, and as sheeting is removed.
- F. Backfill areas to contours and elevations indicated on Drawings.
- G. Use unfrozen and unsaturated materials.

H. Place geotextile fabric over unstable subsoil.

- I. Place material in continuous layers as follows:
 - 1. Soil Materials: Maximum 8 inches compacted depth.
 - 2. Structural Fill Materials: Maximum 6 inches compacted depth.
 - 3. Granular Fill: Maximum 6 inches compacted depth.
- J. Employ placement method that does not disturb or damage other work.
- K. Employ placement method so not to disturb or damage foundations, foundation perimeter drainage, or utilities in trenches.
- L. Maintain optimum moisture content of backfill materials to attain required compaction density.
- M. Do not leave more than 50 feet of trench open at end of working day.
- N. Protect open trench to prevent danger to Owner and the public.
- O. Make gradual grade changes. Blend slope into level areas.
- P. Remove surplus backfill materials from site.
- Q. Leave fill material stockpile areas free of excess fill materials.

3.15 FILLING (GRADING)

- A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations as indicated on Drawings.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Fill areas to contours and elevations with unfrozen materials.
- C. Place fill material in continuous layers and compact in accordance with Section 3.14.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Trim and rough grade area within the grading limits to a depth sufficient below the finish grades to accommodate topsoil, pavement, concrete and other finished surfaces.
- G. Repair or replace items indicated to remain damaged by excavation or filling.

3.16 EMBANKMENT/BERM FILL

- A. Fill materials for berms and key trenches:

1. Furnish from approved designated borrow areas.
 2. Free from roots, stumps, wood, stones greater than 6", and frozen or other objectionable material.
- B. Remove all unsuitable soil and scarify subgrade prior to placement of fill.
- C. Provide a key trench beneath all the berm as indicated on Drawings. Extend the trench a minimum of 2 ft below existing grade.
1. Key Trench Bottom Width: minimum of 3 ft.
 2. Key trench side slopes: minimum of 1:1 (h:v).
- D. Place the most permeable borrow material along the downstream portions of the embankment.
- E. Install principal spillway concurrently with fill placement. Do not excavate into the embankment.
- F. Place fill in 8 inch maximum layers continuous for the entire length of embankment.
- G. Compaction: As indicated on Drawings.
- H. Compact fill using a sheeps foot type compactor. To prevent damage to the drainage pipe(s), do not cross any pipe with compaction equipment until minimum cover is established along the pipe(s).
- I. Use topsoil on the outer shell of the berm. The topsoil must meet specification requirements and have the capability to support vegetation of the quality required to prevent erosion of the berm.

3.17 STOCKPILING

- A. Stockpile materials on site at locations indicated.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Prevent intermixing of soil types or contamination.
- E. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- F. Cover to prevent windblown dust.
- G. Stockpile soil materials away from edge of excavations.
- H. Do not store within drip line of remaining trees.
- I. For soil stockpiles left overnight, provide silt sock, strawbales, silt fence, or a combination of silt fence with strawbales around the stockpile perimeter.
- J. Do not stockpile unsuitable hazardous materials on site

3.18 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

3.19 TOLERANCES

- A. Top Surface of Backfilling and Underground Tanks and chambers: Plus or minus 1/2 inch from required elevations.
- B. Top Surface of Backfilling under Paved Areas: Plus or minus 1/2 inch from required elevations.
- C. Top Surface of Backfilling or Lawn: Plus or minus 1 inch from required elevations.
- D. Top Surface of Backfilling Paved Areas: Plus or minus 1/2 inch from required elevations.
- E. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.
- F. Top Surface of Exposed Subgrade: Plus or minus 1 inch.

3.20 FIELD QUALITY CONTROL

- A. Provide field quality control testing by a qualified independent geotechnical engineering testing agency. Testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthmoving only after test results for prior work comply with requirements.
- B. Repair and reestablish grades to specified tolerances where graded surfaces have been disturbed ~~or altered~~ or altered due to construction activities, weather conditions or other means.
- C. Request inspection of excavation and controlled fill operations in accordance with applicable sections and as indicated on the Drawings ~~---~~.
- D. All compaction is to be determined by AASHTO Method T-99 (Standard Proctor).
- E. Perform laboratory material tests in accordance with ASTM D1557. ASTM D698. AASHTO T180.
- F. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- G. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- H. Frequency of Tests: <_____>.
- I. Proof roll compacted fill surfaces under paving.

3.21 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.22 PROTECTION OF FINISHED WORK

- A. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 31 23 18 - ROCK REMOVAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing discovered rock during excavation.
- B. Related Sections:
 - 1. Section 02 41 16 – Building Demolition
 - 2. Section 31 20 00 – Earthmoving.

1.2 DEFINITIONS

- A. Site Rock: Solid mineral material with volume in excess of 1 cu yd or solid material that cannot be removed with 3/4 cu yd capacity excavator.

PART 2 PRODUCTS

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify site conditions and note subsurface irregularities affecting Work of this section.

3.2 PREPARATION

- A. Identify required lines, levels, contours, and datum.

3.3 ROCK REMOVAL BY MECHANICAL METHOD

- A. Engineer review and approval required prior to any rock removal.
- B. Excavate and remove rock by mechanical method.
 - 1. Drill holes and use expansive tools wedges mechanical disintegration compound to fracture rock.
- C. Remove excavated materials from site.
- D. Correct unauthorized rock removal in accordance with backfilling and compacting requirements of Section 31 20 00.

3.4 FIELD QUALITY CONTROL

- A. Request visual inspection of backfilled foundation surfaces by Engineer before installing subsequent work.

END OF SECTION

SECTION 31 23 19 - DEWATERING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Dewatering requirements to control groundwater and surface water runoff to prevent flooding of excavations, trenches and adjacent properties, and the loosening and saturation of soils.
2. Surface water control system to remove sediment and control the rates and volumes of disposal of surface and subsurface waters removed from the work areas.
3. The protection of adjacent and downgradient property.

B. Related Sections:

1. Section 00 31 00 - Available Project Information: Subsurface investigation report including soil profiles and estimated groundwater levels.
2. Section 31 10 00 – Site Clearing.
3. Section 31 20 00 - Earthmoving.
4. Section 31 25 00 - Erosion and Sedimentation Controls

1.2 REFERENCES

1.3 DEFINITIONS

A. Dewatering includes the following:

1. Lowering of ground water table and intercepting horizontal water seepage to prevent ground water from entering excavations.
2. Disposing of removed water.

B. Surface Water Control: Removal of surface water within open excavations.

1.4 SYSTEM DESCRIPTION

A. Provide dewatering and surface water control systems to permit Work to be completed on dry and stable subgrade.

1. Prevent damage to adjacent properties, buildings, structures, utilities and other facilities.
2. Retain all sediments on-site within the work area.
3. Prevent sediment discharge and degradation of the surrounding area(s).

1.5 PERFORMANCE REQUIREMENTS

A. Design dewatering systems to:

1. Lower water table within areas of excavation to permit Work to be completed on dry and stable subgrade.
2. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
3. Maintain stability of sides and bottoms of excavations.

4. Retain all sediment on-site within the limit of work.
5. Prevent sediment discharge and degradation of the resource area(s).

B. Design surface water control systems to:

1. Collect and remove surface water and seepage entering excavation.
2. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
3. Maintain stability of sides and bottoms of excavations and trenches.
4. Retain all sediment on-site within the limit of work.
5. Prevent sediment discharge and degradation of the resource area(s).

1.6 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

B. Shop Drawings:

1. Indicate dewatering system layout, dewatering pump locations, pipe sizes and capacities, grades, surface water control devices, valves, and water disposal method and location.
2. Indicate types and sizes of filter.
 - a. Filter sand gradations
3. Indicate primary and standby power system location and capacity.
4. Indicate temporary coffer dam size and location.
5. Include detailed description of dewatering and monitoring system installation procedures and maintenance of equipment.
6. Include a description of sediment removal and water disposal.
7. Include description of emergency procedures to follow when problems arise and provide actions for storm preparedness and dewatering following storms.

C. Product Data: Submit data for each of the following:

1. Dewatering Pumps: Indicate sizes, capacities, priming method, engine characteristics and fuel requirements.
2. Pumping equipment for control of surface water within excavation.

D. Permits: Dewatering schedule and procedures are subject to the local authority review and approval. If necessary, submit permits required for the work.

E. Field Reports: Test and monitoring reports as specified in Field Quality Control article.

1.7 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for submittals.

1.8 QUALITY ASSURANCE

A. Comply with authorities having jurisdiction for the following:

1. Water discharge and disposal from pumping operations.

- B. Do not allow water to accumulate in excavations. Provide and maintain the dewatering system to remove promptly, and to dispose of properly, all water entering excavations to keep them dry until the proposed work is completed.

1.9 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section and responsible for design, operation, and maintenance of dewatering system.
 - 1. Assume sole responsibility for dewatering and surface water control systems and for loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by ground water control operations.

1.10 SEQUENCING

- A. Section 01 10 00 - Summary: Requirements for sequencing.
- B. Sequence work to obtain required permits before start of dewatering operations.

1.11 COORDINATION

- A. Section 01 30 00 - Administrative Requirements: Requirements for coordination.
- B. Coordinate work to permit earthmoving operations to be completed on dry stable substrate.

PART 2 PRODUCTS

2.1 DEWATERING EQUIPMENT

- A. Select dewatering equipment to meet necessary performance requirements.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Confirm existing conditions before starting work.

3.2 PREPARATION

- A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.3 DEWATERING SYSTEM

- A. Install dewatering system in accordance with shop drawings.

- B. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public rights-of-way, sidewalks, and adjacent buildings, structures, and improvements.
- C. Notify the Engineer of any changes required to accommodate field conditions and, on completion of the dewatering system installation, revise and resubmit the information required to show the installed system.
- D. Do not discharge water without treatment to remove suspended solids and sediments.

3.4 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area as specified in Section 31 25 00.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water into settling basins in accordance with requirements of agencies having jurisdiction.
- C. Control and remove unanticipated water seepage into excavation.

3.5 SYSTEM OPERATION AND MAINTENANCE

- A. Operate dewatering system continuously until backfilling is complete.
- B. When dewatering system cannot control water within excavation, notify Engineer and stop excavation work.
 - 1. Supplement or modify dewatering system and provide other remedial measures to control water within excavation.
 - 2. Demonstrate dewatering system operation complies with performance requirements before resuming excavation operations.
- C. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to adjacent property.

3.6 WATER DISPOSAL

- A. Discharge water into settling basins.

3.7 SYSTEM REMOVAL

- A. Remove dewatering and surface water control systems after dewatering operations are discontinued.
- B. Repair damage caused by dewatering and surface water control systems or resulting from failure of systems to protect property.

3.8 FIELD QUALITY CONTROL

- A. After dewatering system is installed, perform pumping test to determine when selected pumping rate lowers water level below pump intake. Adjust pump speed, discharge volume, or both to ensure proper operation of each pump.

END OF SECTION

SECTION 31 25 00 - EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Labor, materials and equipment necessary to install proper control measures to prevent erosion, siltation and sedimentation of the Project site and adjacent and off-site areas.
- B. Related Sections:
 - 1. Section 31 10 00 - Site Clearing.
 - 2. Section 31 20 00 - Earthmoving.
 - 3. Section 32 91 19 - Landscape Grading.
 - 4. Section 32 92 19 – Seeding.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Product Data: Submit data on sediment silt sock and catchbasin inserts.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with requirements of Section 31 10 00, Section 31 20 00, Section 32 91 19, and Section 32 92 10.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Stakes: Stakes for bales as indicated on Drawings.
- B. Tubular Sediment Barrier: Tubular netting filled with water permeable compost material meeting the following requirements:
 - 1. Compost:
 - a. Derived from a well-decomposed source of organic matter.
 - b. Free of weeds, refuse, contaminants or other materials toxic to plant growth. Non-composted products will not be accepted.
 - 2. Tubular Netting:
 - a. One continuous barrier.
 - b. Twelve inches in diameter.
 - c. Equal to the following:
 - 1) Silt Soxx by Filtrexx
 - 2) Silt Sock

3) FilterMitt by Phase II Stormwater Products, Inc.

- C. Catchbasin Inserts: permeable geotextile fabric that mounts under the grate of catchbasins.
 - 1. ACF Environmental Silt Sack
 - 2. UltraTech International, Inc. Ultra-Drain Guard
 - 3. Enpac 1341 Catch Basin Insert
- D. Temporary Stabilization Practices:
 - 1. Straw temporary mulch, 100 pounds per 1,000 square feet.
 - 2. Wood fiber cellulose temporary mulch, 35 pounds per 1,000 square feet.
 - 3. Tackafier for anchoring mulch or straw: a non-petroleum based liquid bonding agent specifically made for anchoring straw.
 - 4. Provide natural (jute, wood excelsior) or man-made (glass fiber) covering with suitable staples or anchors to secure to ground surface. Do not use wire staples and non-biodegradable coverings for any area that will be mown turf.
 - 5. Temporary vegetative cover for graded areas must be undamaged and free of undesirable weed seed.
 - 6. Spray-applied bonded fiber matrix.
- E. Construction Entrance Materials
 - 1. Stone size: ASTM designation C-33, size No. 2 (1-1/2 inches to 2-1/2 inches).
 - 2. Base Course: Crushed stone.
- F. Seeding Materials
 - 1. Seeding and Soil Supplements: as specified in Section 32 92 19.
- G. Mulch: as specified in Section 32 92 19.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify compacted subgrade soil is acceptable and ready to support devices and imposed loads.
- B. Verify gradients and elevations of base or foundation for other work are correct.

3.2 PREPARATION

- A. Install control measures prior to construction to prevent erosion, siltation and sedimentation of construction areas, adjacent areas and off-site areas in the following work areas:
 - 1. Soil stockpiles, storage and staging areas;
 - 2. Cut and fill slopes and other stripped and graded areas;
 - 3. Constructed and existing swales and ditches;
 - 4. Stormwater management areas including Bioretention areas, detention ponds, infiltration basins and other stormwater controls.
 - 5. As indicated on Drawings

- B. Provide additional means of erosion and sediment control as required for continued or unforeseen erosion problems.

3.3 GENERAL

- A. Install and maintain site erosion and sediment controls as indicated on Drawings

3.4 STABILIZED CONSTRUCTION ENTRANCE AND STONE BERMS

- A. Place stone entrances in locations indicated on Drawings
- B. Length: As indicated on Drawings.
- C. Thickness: As indicated on Drawings.
- D. Width: Not less than full width of all points on ingress or egress, as indicated on Drawings.
- E. Washing: Spray wash truck wheels leaving the Project site, when necessary, to remove sediment prior to entrance onto public right-of-way. Perform wheel washing in an area stabilized with crushed stone, which drains into an approved sediment trap or sediment basin. Prevent all sediment from entering any storm drain, ditch, or watercourse with straw bales, catchbasin inserts, silt fence or other approved methods.
- F. Maintenance: Maintain the entrance to prevent tracking or flowing of sediment onto public rights-of-way. Provide periodic top dressing with additional stone as conditions demand. Repair and/or clean devices used to trap sediment. Sediment spoiled, dropped, washed or tracked onto public rights-of-way must be removed immediately.

3.5 TUBULAR SEDIMENT BARRIER

- A. See Drawings and manufacturer's recommendations for installation.

3.6 SITE STABILIZATION

- A. Incorporate erosion control devices indicated on Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Do not exceed 35 feet height for stockpile(s) and waste pile(s). Slope stockpile(s) sides at 2: 1 or flatter.
- D. Provide appropriate temporary stabilization of any disturbed area on which activity has ceased and which will remain exposed for more than 14 days.
 - 1. Provide temporary seed mix with application rates according to the State of Rhode Island DOT Standard Specifications.
 - a. Water the seeded areas as required until satisfactory establishment.
 - 2. During non-germinating periods, apply mulch at recommended rates.

- E. Provide permanent stabilization of disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with permanent seeding specifications or as indicated on Drawings with one of the following:
 - 1. Application of Bonded Fiber Matrix hydroseed seed mix as specified.
 - 2. Placement of erosion control blanket as indicated on Drawings.
- F. Stabilize diversion channels, sediment traps, and stockpiles immediately.

3.7 SLOPE STABILIZATION (SLOPES OF 4:1 OR GREATER)

- A. Do not leave disturbed areas and slopes unattended or exposed for excessive periods such as the inactive winter season. Provide appropriate stabilization practices as indicated on Drawings on disturbed area as soon as possible, but not more than 14 days after the construction activity in that area has temporarily or permanently ceased.
- B. Reinforce temporary areas having a slope greater than 4:1 with erosion control blankets or approved equivalent until the site can be properly stabilized.
- C. Provide permanent slope stabilization immediately after the placement of topsoil. Provide permanent stabilization as indicated on Drawings with one of the following:
 - 1. Apply of hydroseed seed mix as specified. See Section 32 92 19 – Seeding:
 - 2. Application of Bonded Fiber Matrix hydroseed seed mix as specified.
 - 3. Placement of erosion control blanket as indicated on Drawings.
- D. Apply of hydroseed seed mix as specified.

3.8 CATCHBASIN INSERTS

- A. As indicated on Drawings and/or manufacturer's recommendations for installation.

3.9 FIELD QUALITY CONTROL

- A. Inspect erosion and sediment control devices and stabilized slopes on a weekly basis and after each rainfall event of .25 inch or greater. Make necessary repairs of identified problems within 24 hours to ensure erosion and sediment controls are in good working order. Reset or replace materials as required.
- B. When field visits indicate Work does not meet specified requirements, repair and/or replace Work.
- C. Any deviation from the requirements provided must be approved by the Engineer.

3.10 CLEANING

- A. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment barrier or device, remove and dispose of sediment.
- B. Do not damage structure or device during cleaning operations.

- C. Do not permit sediment to erode into construction or site areas or natural waterways.
- D. Clean channels when depth of sediment reaches approximately one half-channel depth.

3.11 PROTECTION

- A. Do not permit construction traffic over stabilized areas.
- B. Protect Project site stabilization from elements, flowing water, or other disturbance until vegetation established.

END OF SECTION

DIVISION 32 – EXTERIOR IMPROVEMENTS

SECTION 32 11 23 - AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate subbase.
 - 2. Aggregate base course.

- B. Related Sections:
 - 1. Section 31 20 00 – Earthmoving.
 - 2. Section 32 12 16 - Asphalt Paving:
 - 3. Section 32 13 13 - Concrete Paving
 - 4. Section 32 16 40 – Granite Curb
 - 5. Section 32 91 19 - Landscape Grading
 - 6. Section 33 05 13 - Manholes and Structures
 - 7. Section 33 41 00 - Storm Drainage Piping.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M147 - Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
 - 2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
 - 3. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.

- B. ASTM International:
 - 1. ASTM C136 - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D448 - Standard Classification for Sizes of Aggregate for Road and Bridge Construction
 - 3. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m<sup>3 - 4. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 5. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m<sup>3 - 6. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 7. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 8. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 9. ASTM D2940 - Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.</sup></sup>

- 10. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- 11. ASTM D4318 - Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.3 SUBMITTALS

- A. See Submittal Procedures.
- B. Sieve Analysis for each type of aggregate fill from testing laboratory.
- C. Materials Source: Submit name of aggregate materials suppliers.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with State Department of Transportation and local Public Work's standard.

PART 2 PRODUCTS

2.1 AGGREGATE MATERIALS

- A. Subbase Aggregate: ASTM D2940; graded type.

Sieve Size	Percent Passing
2 inches	100
No. 4	30 to 60
No. 200	0 to 12

- B. Base Aggregate: ASTM D2940; graded type.

Sieve Size	Percent Passing
2 inches	100
1-1/2 inches	95 to 100
3/4 inches	70 to 92
3/8 inches	50 to 70
No. 4	35 to 55
No. 30	12 to 25

No. 200	0 to 8
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- C. Crushed Stone: Durable crushed rock consisting of angular fragments, free from a detrimental quantity of thin, flat, elongated pieces or durable crushed gravel stone obtained by artificial crushing of boulders or fieldstone. The crushed stone to be free from clay, loam, or deleterious material.

Crushed Stone must conform to the following gradations:

Percent Passing By Weight		
Sieve Size	1/2-Inch Stone	3/4-Inch Stone
1 inch	---	100
3/4 inch	---	90-100
5/8 inch	100	---
1/2 inch	85-100	10-50
3/8 inch	15-45	0-20
No. 4	---	0-5
No. 8	0-5	---
Percent Passing By Weight		
Sieve Size	1-1/2-Inch Stone	2-Inch Stone
2 inch	100	90-100
1-1/2 inch	95-100	---
1-1/4 inch	---	25-50
1 inch	35-70	---
3/4 inch	0-25	0-15
1/2 inch	---	---

2.2 SOURCE QUALITY CONTROL

- A. Coarse Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 or AASHTO T180.
- B. Fine Aggregate Material - Testing and Analysis: Perform in accordance with ASTM D1557 or AASHTO T180.
- C. When tests indicate materials do not meet specified requirements, change material and retest.

2.3 ACCESSORIES

- A. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify compacted substrate is dry and ready to support paving and imposed loads.
 - 1. Proof roll substrate in minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft substrate and replace with compacted fill as specified in Section 02300.
- B. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and re-compacting.
- B. If fill is required, compact the subgrade in accordance with Section 02300.
- C. Excavate sandy loam and loamy sand topsoil from areas to be paved prior to subbase installation.
- D. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Where required, install geotextile fabric over subgrade in accordance with manufacturer's instructions.
 - 1. Lap ends and edges minimum 6 inches.
 - 2. Anchor fabric to subgrade when required to prevent displacement until aggregate is installed.
- B. Place aggregate equal thickness layers to total compacted thickness indicated on Drawings.
 - 1. Maximum Layer Compacted Thickness: 6 inches.
 - 2. Minimum Layer Compacted Thickness: 4 inches.
- C. Roller compact aggregate to 95 percent maximum density.
- D. Level and contour surfaces to elevations, profiles, and gradients indicated on Drawings.
- E. Roadway Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to 95 percent of maximum density.
- F. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
- G. Maintain optimum moisture content of fill materials to attain specified compaction density.
- H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Maximum Variation From Flat Surface: 1/4 inch measured with 10 foot straight edge.

B. Maximum Variation From Thickness: 1/4 inch.

C. Maximum Variation From Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

A. Compaction testing will be performed in accordance with ASTM D1557 or AASHTO T180.

B. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

C. Frequency of Tests: One test for every 1,000 square yards of each layer compacted aggregate.

END OF SECTION

3.6

SECTION 32 12 16 - ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt materials.
 - 2. Aggregate materials.
 - 3. Asphalt paving base course, binder course, and wearing course.
 - 4. Asphalt paving overlay for existing paving.

- B. Related Requirement:
 - 1. Section 31 20 00 - Earth Moving
 - 2. Section 32 17 23 - Pavement Markings
 - 3. Section 33 05 13 - Manholes and Structures

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M17 - Standard Specification for Mineral Filler for Bituminous Paving Mixtures.
 - 2. AASHTO M29 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
 - 3. AASHTO M140 - Standard Specification for Emulsified Asphalt.
 - 4. AASHTO M208 - Standard Specification for Cationic Emulsified Asphalt.
 - 5. AASHTO M288 - Standard Specification for Geotextile Specification for Highway Applications.
 - 6. AASHTO M320 - Standard Specification for Performance-Graded Asphalt Binder.
 - 7. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
 - 8. AASHTO MP1a - Standard Specification for Performance-Graded Asphalt Binder.

- B. Asphalt Institute:
 - 1. AI MS-2 - Mix Design Methods for Asphalt Concrete and Other Hot- Mix Types.
 - 2. AI MS-2 – Asphalt Plant Manual
 - 3. AI MS-19 - Basic Asphalt Emulsion Manual.
 - 4. AI SP-2 - Superpave Mix Design.

- C. U.S. Army Corp OF Engineers
 - 1. UN-13 (CE MP-ET) – Hot Mix Asphalt Handbook

- D. ASTM International:
 - 1. ASTM C1371-2004a - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
 - 2. ASTM C1549-2004 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
 - 3. ASTM D242 - Standard Specification for Mineral Filler For Bituminous Paving Mixtures.

4. ASTM D692 - Standard Specification for Coarse Aggregate for Bituminous Paving Mixtures.
5. ASTM D946 - Standard Specification for Penetration-Graded Asphalt Cement for Use in Pavement Construction.
6. ASTM D977 - Standard Specification for Emulsified Asphalt.
7. ASTM D1073 - Standard Specification for Fine Aggregate for Bituminous Paving Mixtures.
8. ASTM D1188 - Standard Test Method for Bulk Specific Gravity and Density of Compacted Bituminous Mixtures Using Coated Samples
9. ASTM D2027 - Standard Specification for Cutback Asphalt (Medium-Curing Type).
10. ASTM D2397 - Standard Specification for Cationic Emulsified Asphalt.
11. ASTM D2726 - Standard Test Method for Bulk Specific Gravity and Density of Non-Absorptive Compacted Bituminous Mixtures.
12. ASTM D2950 - Standard Test Method for Density of Bituminous Concrete in Place by Nuclear Methods.
13. ASTM D3381 - Standard Specification for Viscosity-Graded Asphalt Cement for Use in Pavement Construction.
14. ASTM D3515 - Standard Specification for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
15. ASTM D3549 - Standard Test Method for Thickness or Height of Compacted Bituminous Paving Mixture Specimens.
16. ASTM D3910 - Standard Practices for Design, Testing, and Construction of Slurry Seal.
17. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
18. ASTM E408-1971(1996)e1 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
19. ASTM E903-1996 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
20. ASTM E1918[-1997] - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
21. ASTM E1980-2001 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.3 SUBMITTALS

A. Product Data:

1. Submit product information for asphalt and aggregate materials.
2. Submit mix design with laboratory test results supporting design.
 - a. Design mix submittal to follow the format indicated in the Asphalt Institute Manual MS-2, Marshall Stability Method; and include the following:
 - 1) Type/name of the mix.
 - 2) Gradation analysis.
 - 3) Grade of asphalt cement used
 - 4) Marshall Stability (lbs.).
 - 5) Flow and effective asphalt content (percent).

1.4 QUALITY ASSURANCE

- #### A. Mixing Plant: Conform to State of Rhode Island Department of Transportation standards.

- B. Obtain materials from same source throughout.
- C. Perform Work in accordance with State of Rhode Island Department of Transportation standards.
- D. Perform work within public rights-of-way in accordance with the rules, regulations and requirements of the Public Agency having control and ownership of such rights-of-way.

1.5 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum 5 years experience.

1.6 AMBIENT CONDITIONS

- A. Do not place asphalt mixture between November 1 and March 1.
- B. Do not place asphalt mixture when ambient air or base surface temperature is less than 40 degrees F, or surface is wet or frozen.
- C. Apply tack coat only when the ambient temperature is above 40°F, and when the temperature has been above 35°F for 12 hours immediately prior to application. Do not apply when base is wet, contains excess moisture, or during rain.
- D. The required temperature of the bituminous pavement mixture, within a tolerance of plus or minus 15°F, when delivered at the site, will be governed by the temperature of the base upon which the mix is placed, as follows:

Base Temperature in Degrees F	Required Material Temperature in Degrees F For Course Thickness in Inches			
	1	1-1/2	2	3 and Greater
35-40	-	305	295	280
41-50	310	300	285	275
51-60	300	295	280	270
61-70	290	285	275	265
71-80	285	280	270	265
81-90	275	270	265	260
91 & over	270	265	260	255

- E. Place asphalt mixture when temperature is not more than 15 degrees F less than initial mixing temperature.

PART 2 PRODUCTS

2.1 ASPHALT PAVING

- A. Performance / Design Criteria:

1. Paving: Design for parking.
 - B. Asphalt Materials:
 1. Asphalt Binder: In accordance with State of Rhode Island Department of Transportation specifications.
 2. Primer: In accordance with State of Rhode Island Department of Transportation specifications.
 3. Tack Coat: In accordance with State of Rhode Island Department of Transportation specifications.
 4. Reclaimed Asphalt Pavement (RAP): Processed material obtained by milling or full depth removal of existing asphalt paving.
 5. Oil: In accordance with State of Rhode Island Department of Transportation specifications.
 - C. Aggregate Materials:
 1. Coarse Aggregate: In accordance with State of Rhode Island Department of Transportation specifications.
 2. Fine Aggregate: In accordance with State of Rhode Island Department of Transportation specifications.
 - D. Reclaimed Asphalt Pavement (RAP): Provide material obtained from the highways or streets by crushing, milling, or planing existing hot mix asphalt pavements.
 1. Proportion of RAP to virgin aggregate for base course mixtures and intermediate course mixtures maximum amounts:
 - a. 40% for drum mix plants
 - b. 20% for modified batch plants.
 - c. 10% for surface course mixtures.
- 2.2 MIXES
- A. Use dry material to avoid foaming. Mix uniformly.
 - B. Paving Mixtures: Designed in accordance with In accordance with State of Rhode Island Department of Transportation specifications.
 - C. Paving Surfaces: Minimum solar reflectance index (SRI) of 29, calculated in accordance with ASTM E1980.
 1. Reflectance: Measured in accordance with ASTM E903, ASTM E1918, or ASTM C1549.
 2. Emittance: Measured in accordance with ASTM E408 or ASTM C1371.
- 2.3 ACCESSORIES
- A. Geotextile Fabric: Geogrid sub-base reinforcement Model TriAx TX5 manufactured by Tensar International Corporation or Engineer approved equal.
 - B. Sealant: ASTM D6690 AASHTO M324, Type I; hot applied type.
- 2.4 SOURCE QUALITY CONTROL
- A. Submit proposed mix design of each class of mix for review prior to beginning of Work.

- B. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by RIDOT Specifications and designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types".

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify utilities indicated under paving are installed with excavations and trenches backfilled and compacted.
- C. Verify compacted subbase is dry and ready to support paving and imposed loads.
 - 1. Proof roll subbase with heavy pneumatic-tired equipment in minimum two perpendicular passes to identify soft spots.
 - 2. Remove soft subbase and replace with compacted fill as specified in Section 31 23 23.
- D. Verify gradients and elevations of base are correct.
- E. Verify gutter drainage frames, grates, manhole covers are installed in correct position and elevation.
- F. Examine exposed subgrade and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- G. Proceed with paving only after the Engineer inspects and approves the finished subbase and base and unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate paving operations with all other work, especially underground utility construction, to prevent covering up unfinished or uninspected work and loss of time or labor by improper scheduling.
- B. Prepare subbase in accordance with State of Rhode Island Department of Transportation specifications.
- C. Apply a uniform coating of an approved tack coat material on vertical surfaces of structures and existing pavement surfaces in contact with new bituminous pavement. Prevent splattering or staining of exposed surfaces above finished grade during the application. Clean, repair or replace exposed surfaces that are stained because of incorrect application.
- D. Thoroughly clean with a self-propelled sweeper all existing paved surfaces to be overlaid. Broom sweep until areas inaccessible by power sweeper.

3.3 DEMOLITION

- A. Saw cut and notch existing paving as indicted on Drawings.
- B. Clean existing paving to remove foreign material, excess joint sealant and crack filler from paving surface.
- C. Repair surface defects in existing paving to provide uniform surface to receive new paving.

3.4 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling.
- B. Remove existing asphalt pavement by cold milling to grades and cross sections as indicated on Drawings.
- C. Perform milling by machinery suitable for the type and size of project.

3.5 INSTALLATION

- A. Install pavements in the location and to the grades as indicated on Drawings.
- B. Install pavement courses at thickness as indicated on Drawings.
- C. Subbase:
 - 1. Prepare subbase in accordance with State of Rhode Island Department of Transportation specifications. Primer:
 - 2. Apply primer in accordance with State of Rhode Island Department of Transportation specifications.
- D. Tack Coat:
 - 1. Apply tack coat In accordance with State of Rhode Island Department of Transportation specifications.
 - 2. Apply tack coat on asphalt and concrete surfaces over subgrade surface at uniform rate.
 - a. New Surfaces: 1/3 gal/sq yd.
 - b. Existing Surfaces: 1/3 gal/sq yd.
 - 3. Apply tack coat to contact surfaces of curbs.
 - 4. Coat surfaces of manholes, catch basin frames and other covers with oil to prevent bond with asphalt paving. Do not tack coat these surfaces.
- E. Double Course Asphalt Paving:
 - 1. Place asphalt binder course within 24 hours of applying primer or tack coat.
 - 2. Place binder course to thickness indicated on Drawings.
 - 3. Place wearing course within 24 hours of placing and compacting binder course. When binder course is placed more than 24 hours before placing wearing course, clean surface and apply tack coat before placing wearing course.
 - 4. Place wearing course to thickness indicated on Drawings.

5. Compact each course by rolling to specified density. Do not displace or extrude paving from position. Hand compact in areas inaccessible to rolling equipment.
6. Perform rolling with consecutive passes to achieve even and smooth finish, without roller marks.

F. Meeting Existing Pavements

1. Sawcut the existing pavements to produce a uniform, smooth joint surface. Sawcut neat, straight, even lines with straight vertical edges free from irregularities. Do not damage the pavement to remain.
2. Full-Depth Pavement: Sawcut to the full depth of the pavement prior to placement of any new pavement. Apply tack coat to the sawcut surface immediately prior to the installation of the new abutting bituminous pavement material to provide a bond between the old and new pavement. The new compacted pavement surface must be finished flush with the abutting pavement.
3. Bituminous Pavement Overlays: Sawcut existing pavement to a minimum depth of one and one half inches. Prior to completing overlays, taper existing pavements by grinding one-half inches deep at the sawcut face and taper to zero inches deep at the following distances:
 - a. Six feet from the sawcut face in driveways and parking areas.
 - b. Twelve feet in roadways.

Clean and apply an asphalt emulsion tack coat immediately prior to placement of the overlay. The new compacted surface at the joint must be flush with the abutting existing pavement.

G. Surface Slurry

1. Install uniform thickness surface slurry over existing paving in accordance with ASTM D3910.
2. Allow slurry to cure.
3. Roll paving to achieve uniform surface.

3.6 TOLERANCES

- A. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- B. Scheduled Compacted Thickness: Within 1/4 inch.
- C. Variation from Indicated Elevation: Within 1/2 inch.

3.7 FIELD QUALITY CONTROL

- A. Take samples and perform tests in accordance with State of Rhode Island Department of Transportation specifications.
- B. Asphalt Paving Mix Temperature: Measure temperature at time of placement.
- C. Asphalt Paving Thickness: ASTM D3549; test one core sample from every 1000 square yards compacted paving.

- D. Provide an Independent Testing Laboratory to perform testing of in-place bituminous pavement courses for compliance with requirements for thickness, density and surface smoothness. Top and base courses will be randomly tested with a calibrated nuclear gauge or Engineer approved equal. If density tests are found to be not in conformance with the specifications, additional core samples are to be provided at the same interval listed above for the paved surface for further testing. Pavement samples will be tested for conformance with the mix design. If additional core samples are found to be not in conformance with the specifications, remove and replace pavement at no expense to the Owner. Fill core samples with bituminous or cement concrete.
- E. Compaction: Perform the field density test for in-place materials by examination of field cores or nuclear gauge testing and provide a minimum compacted density of 95% of laboratory Marshall Density in accordance with one of the following standards:
 - 1. Bulk Specific Gravity and Density of Compacted Bituminous Mixture Using Paraffin-Coated Specimens: ASTM D-1188.
 - 2. Bulk Specific Gravity of Compacted Bituminous Mixtures Using Saturated Surface Dry Specimens: ASTM D-2726.
- F. Remove and replace areas of insufficient compaction in compliance with the specifications.

3.8 PROTECTION

- A. No vehicular traffic or loads permitted on the newly completed pavement until adequate stability has been attained, the material has cooled sufficiently to prevent distortion or loss of fines, and the pavement has achieved a maximum temperature of 140 degrees F.
- B. If the climatic or other conditions warrant it, the period before opening to traffic may be extended at the discretion of the Engineer.

3.9 FINAL CLEAN UP

- A. Clean all pavement surfaces with proper sweeping machinery.
- B. Except for material indicated to be recycled, remove excavated materials from Project site and legally dispose of them in an approved landfill.

END OF SECTION

SECTION 02750 – CONCRETE PAVEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Concrete paving for:
 - a. Concrete sidewalks.
 - b. Concrete equipment pads.
- B. Related Requirements:
 - 1. Section 31 20 00 – Earth Moving.
 - 2. Section 33 05 14- Manholes and Structures
 - 3. Section 02721 - Aggregate Base Course
 - 4. Section 32 12 16 - Asphalt Pavement.
 - 5. Section 32 17 23- Pavement markings.
 - 6. Section 32 16 40 – Granite Curb.
 - 7. Section 32 91 193 - Landscape Grading.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M324 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
- B. American Concrete Institute:
 - 1. ACI 301 - Specifications for Structural Concrete.
 - 2. ACI 304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete.
- C. ASTM International:
 - 1. ASTM A184/A184M - Standard Specification for Fabricated Deformed Steel Bar Mats for Concrete Reinforcement.
 - 2. ASTM A185/A185M - Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
 - 3. ASTM A497/A497M - Standard Specification for Steel Welded Wire Fabric, Deformed, for Concrete Reinforcement.
 - 4. ASTM A615/A615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 - 5. ASTM A706/A706M - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.
 - 6. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.
 - 7. ASTM A775/A775M - S Standard Specification for Epoxy-Coated Steel Reinforcing Bars.
 - 8. ASTM A884/A884M - Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement.
 - 9. ASTM A934/A934M - Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars.

10. ASTM C31/C31M - Standard Practice for Making and Curing Concrete Test Specimens in the Field.
11. ASTM C33 - Standard Specification for Concrete Aggregates.
12. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
13. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete.
14. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic Cement Concrete.
15. ASTM C150 - Standard Specification for Portland Cement.
16. ASTM C172 - Standard Practice for Sampling Freshly Mixed Concrete.
17. ASTM C173/C173M - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.
18. ASTM C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.
19. ASTM C260 - Standard Specification for Air-Entraining Admixtures for Concrete.
20. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
21. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete.
22. ASTM C595 - Standard Specification for Blended Hydraulic Cements.
23. ASTM C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
24. ASTM C979 - Standard Specification for Pigments for Integrally Colored Concrete.
25. ASTM C989 - Standard Specification for Ground Granulated Blast-Furnace Slag for Use in Concrete and Mortars.
26. ASTM C1017/C1017M - Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
27. ASTM C1064/C1064M - Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete.
28. ASTM C1116 - Standard Specification for Fiber-Reinforced Concrete and Shotcrete.
29. ASTM C1315 - Standard Specification for Liquid Membrane-Forming Compounds Having Special Properties for Curing and Sealing Concrete.
30. ASTM C1371-2004a - Standard Test Method for Determination of Emittance of Materials Near Room Temperature Using Portable Emissometers.
31. ASTM C1549-2004 - Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer.
32. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
33. ASTM D1752 - Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
34. ASTM D6690 - Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements.
35. ASTM E408-1971(1996)e1 - Standard Test Methods for Total Normal Emittance of Surfaces Using Inspection-Meter Techniques.
36. ASTM E903-1996 - Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres.
37. ASTM E1918-1997 - Standard Test Method for Measuring Solar Reflectance of Horizontal and Low-Sloped Surfaces in the Field.
38. ASTM E1980-2001 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.

1.3 SUBMITTALS

- A. See Submittal Procedures
- B. Product Data:
 - 1. Submit data on concrete materials, joint filler admixtures curing compounds.
- C. Design Data:
 - 1. Submit concrete mix design for each concrete strength. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - 2. Identify mix ingredients and proportions, including admixtures.
- D. Source Quality Control Submittals: Indicate results of shop tests and inspections.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with ACI 301 and applicable State Highway Department Standards .
- B. Obtain cementitious materials from same source throughout.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum years documented experience.

1.6 AMBIENT CONDITIONS

- A. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

PART 2 PRODUCTS

2.1 AGGREGATE SUBBASE

- A. Aggregate Subbase: As specified in Section 02721

2.2 CONCRETE PAVING

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
 - 1. Use flexible or curved forms for curves with a radius 100 feet or less.
 - 2. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

B. Reinforcement

1. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
2. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
3. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
4. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.
5. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
6. Plain Steel Wire: ASTM A 82, as drawn.
7. Deformed-Steel Wire: ASTM A 496.
8. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
9. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
10. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."
11. Zinc Repair Material: ASTM A 780.

C. Fiber Reinforcement

1. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III.

D. Concrete Materials:

1. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
 - a. Portland Cement: ASTM C 150, Type I or II. Supplement with the following:
 - 1) Fly Ash: ASTM C 618, Class C or F.
 - 2) Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
2. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.
3. Water: ASTM C 94/C 94M.
4. Air-Entraining Admixture: ASTM C 260.
5. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain no more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 MIXES**A. Concrete Mix**

1. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - a. Compressive Strength (28 Days): 3,500 psi.
 - b. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
 - c. Slump Limit: 4 inches, plus or minus 1 inch.
 - d. Air Content: 6 percent plus or minus 1.5 percent for 3/4-inch nominal maximum aggregate size.
2. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

3. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements as follows:
 - a. Fly Ash or Pozzolan: 25 percent.
 - b. Ground Granulated Blast-Furnace Slag: 50 percent.
 - c. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
4. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd.

B. CONCRETE MIXING

1. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
 - a. When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature

2.4 FINISHES

- A. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery with emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

2.5 ACCESSORIES

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1752, cork or self-expanding cork.
- B. Curing Compound: In accordance with State Department of Transportation Standards.
- C. Joint Sealers: ASTM D6690, Type II or Type III; hot applied type.

2.6 SOURCE QUALITY CONTROL

- A. Submit proposed mix design of each class of concrete to appointed firm for review prior to commencement of Work.
- B. Tests on cement, aggregates, and mixes will be performed to ensure conformance with specified requirements.
- C. Test samples in accordance with ACI 301.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify compacted subgrade subbase is dry and ready to support paving and imposed loads.
 1. Proof roll subbase with two perpendicular passes to identify soft spots.
 2. Remove soft subbase and replace with compacted fill.

- B. Verify gradients and elevations of base are correct.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Moisten substrate to minimize absorption of water from fresh concrete.
- B. Remove loose material from compacted subbase surface immediately before placing concrete.
- C. Coat surfaces of manhole and catch basin frames with oil to prevent bond with concrete paving.
- D. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 INSTALLATION

- A. Subbase:
 - 1. Aggregate Subbase: Install as specified in Section 02721.
- B. Forms:
 - 1. Place and secure forms and screeds to correct location, dimension, profile, and gradient.
 - 2. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Reinforcement:
 - 1. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
 - 2. Clean reinforcement of loose rust and mill scale, earth, ice or other bonding reducing materials.
 - 3. Place reinforcing as indicated on Drawings.
 - 4. Place reinforcing to achieve paving and curb alignment as detailed.
- D. Placing Concrete:
 - 1. Coordinate installation of snow melting components.
 - 2. Place concrete in accordance with ACI 301.
 - 3. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
 - 4. Place concrete using the slip form technique.
 - 5. Ensure reinforcing, inserts, embedded parts and formed joints are not disturbed during concrete placement.
 - 6. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
 - 7. Place concrete to pattern indicated on Drawings.
 - 8. Screed pavement surfaces with a straightedge and strike off.
 - 9. Commence initial floating using bull floats or darbies to provide an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

10. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - a. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
 - b. Remove snow, ice, or frost from subbase surface before placing concrete. Do not place concrete on frozen surfaces.
 - c. Do not use frozen materials or materials containing ice or snow.
 - d. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mix designs.
11. Hot-Weather Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
 - a. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water.
 - b. Cover steel reinforcement with water-soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
 - c. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

E. Joints

1. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
2. When joining to existing paving, place traverse joints to align with previously placed joints unless otherwise indicated.
3. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
4. Expansion Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, aprons, buildings, and other fixed objects, and where indicated.
5. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-third of the concrete thickness, to match jointing of existing adjacent concrete pavement.
6. Edging: Tool edges of pavement and joints in concrete after initial floating with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

F. Exposed Aggregate:

1. Apply surface retarder where exposed aggregate finish is required.
2. Wash exposed aggregate surface with clean water and scrub with stiff bristle brush exposing aggregate.

G. Finishing:

1. Float Finishing
 - a. General: Do not add water to concrete surfaces during finishing operations.

- b. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
 - 1) Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.
- c. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on pavement surface according to manufacturer's written instructions.
 - 1) Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
 - 2) After curing, lightly work surface with a steel wire brush or abrasive stone and water to expose nonslip aggregate.
2. Sidewalk Paving: Light broom and trowel joint edges. Wood float.
3. Inclined Vehicular Ramps: Broomed perpendicular to slope.
4. Place curing compound sealer on exposed concrete surfaces immediately after finishing.

H. Curing and Protection

1. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
2. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
3. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
4. Comply with ACI 306.1 for cold-weather protection.
5. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
6. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
7. Curing Methods: Cure concrete by moisture-retaining-cover curing or curing compound, as follows:
 - a. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - b. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.4 TOLERANCES

A. Comply with tolerances of ACI 117 and as follows:

1. Elevation: 1/4 inch.
2. Thickness: Plus 3/8 inch, minus 1/4 inch.
3. Surface: Gap below 10-foot- long, unlevelled straightedge not to exceed 1/4 inch.

4. Joint Spacing: 3 inches.
5. Contraction Joint Depth: Plus 1/4 inch, no minus.
6. Joint Width: Plus 1/8 inch, no minus.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: CONTRACTOR to engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Test composite samples of fresh concrete obtained (ASTM C 172) according to the following requirements:
 1. Testing Frequency: Obtain at least 1 composite sample for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing to be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
 6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
 7. A compressive-strength test: The average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3 consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Report test results in writing to Engineer within 48 hours of testing. Reports of compressive-strength tests to include Project identification, name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Perform additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.

- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
- I. Prepare test and inspection reports.
- J. Inspect reinforcing placement for size, spacing, location, support.
- K. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.6 REPAIRS AND PROTECTION

- A. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- B. Do not permit pedestrian vehicular traffic over paving for 7 days minimum after finishing.
- C. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.
- D. Drill test cores, where directed by Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- E. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- F. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION

SECTION 32 16 40 – GRANITE CURB

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Granite curbs.
- B. Related Requirements:
 - 1. Section 32 20 00 – Earth Moving.
 - 2. Section 32 12 16 - Asphalt Paving.
 - 3. Section 32 13 13 - Concrete Paving.

1.2 COORDINATION

- A. Coordinate the Work with pavement placement for road, parking areas and sidewalks.

1.3 SUBMITTALS

- A. See Submittal Procedures.
- B. Product Data: Submit unit configuration, dimensions and installation instructions.
- C. Shop Drawings: Indicate layout of curbs, dimensions of paved areas, elevations, and affected adjacent construction.

1.4 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Rhode Island standard.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Deliver and protect in accordance with the manufacturer's recommendations.

PART 2 PRODUCTS

2.1 GRANITE CURB

- A. Curb to be either sloped granite or vertical granite in the locations shown in the Drawings
- B. Match existing curb as to color, appearance and dimensions.
- C. Furnish curbs with sawed top, split face and ends. Straight pieces to be a minimum of 3 feet long. Curb segments on curves with radius of 100 feet or less to be shaped to the required curvature, with the ends split on radial lines.

- D. Indicated dimensions for curb segments to not vary more than 2 inches for depth and 1 inch for width.
- E. Top and front surfaces to be true planes at right angles to each other, as seen with a straight edge. No projection greater than 3/4 inch or depression greater than 1/2 inch on the split surfaces will be acceptable. Top surface to not vary more than 1/8 inch.
- F. Drill holes will not be permitted in exposed curb surfaces.
- G. Provide transition curbs at all sidewalk ramps as indicated on Drawings.
- H. Curb Foundation and footing: As indicated on Drawings.

2.2 CONFIGURATION

- A. Nominal Size: as indicated on the Drawings.
- B. Profile: Rectangular cross section with sloped vertical faces, square ends.

2.3 CEMENTITIOUS MATERIALS

- A. Portland Cement: ASTM C150 Type I, grey color.
- B. Sand: ASTM C33.
- C. Premixed Grout Mortar.
- D. Water: Potable, not detrimental to mix.

2.4 MIXES

- A. Cementitious Bed: Portland cement mix conforming to the following:

Property	Value
Compressive Strength (28 day)	2000 psi
Slump	3 to 4 inches
Air Entrainment	5 to 7 percent

- B. Joint Mortar: Portland cement mix conforming to the following:

Property	Value
Compressive Strength (28 day)	[3000] psi
Slump	[1 to 2] inches
Air Entrainment	[5 to 7] percent

- C. Add admixtures to cementitious mixes.
- D. Thoroughly mix ingredients in quantities needed for immediate use.

- E. Use cementitious mixes within two hours after mixing. Do not re-temper.

EXECUTION

2.5 PREPARATION

- A. Confirm subbase has been properly compacted to 95% compaction.

2.6 INSTALLATION

- A. Install in accordance with Section 501 of the Massachusetts Highway Department (MHD) Standard Specifications for Highways and Bridges and as indicated on Drawing.
- B. Set curb to line and grade on a foundation of one cubic foot dense grade gravel for each linear foot of curb installed or as shown in the Drawings. Ram all spaces under the curb so that it is completely supported throughout the entire length.
- C. Provide curb expansion joints at 5' O.C.
- D. Butt curb joint sections together to provide a tight joint. Carefully fill the joints between curbstones (both front and back) or edging with cement mortar and neatly point on the top, front and back. After pointing the curbstones or edging, clean all excess mortar forced out of the joints.
- E. Maximum joint width tolerance: 3/8 inches to 1/2 inches.
- F. Install concrete footing and sub base material as shown in the Drawings.
- G. Install joint sealer where curb abuts existing walls, posts, buildings, and fixed structures or appurtenance.
- H. All curbs to be installed at the reveal and slope as shown in the Drawings.
- I. Install transition curb at all walkway ramps and curb endings as indicated on Drawings.
- J. Curb Replacement: Sawcut edge a minimum of 12" from curb.
- K. Install units without damage to shape or finish. Replace or repair damaged units.

2.7 RESETTING EXISTING CURBS

- A. Remove mortar and concrete from existing curbs to be reused. Powerwash exposed exterior surface after placement to remove any remaining debris. Replace units damaged by the contractor's negligence.
- B. Reset existing curbs approved for reuse as shown in the Drawings or as directed by the Engineer.

END OF SECTION

SECTION 32 17 23 - PAVEMENT MARKINGS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Parking lot markings.
 - 2. Handicapped Legends.
 - 3. Paint.
 - 4. Glass beads.
- B. Related Requirements:
 - 1. Section 32 12 16 - Asphalt Paving.
 - 2. Section 32 13 13 - Concrete Paving.

1.2 REFERENCE STANDARDS

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M247 - Standard Specification for Glass Beads Used in Traffic Paint.
- B. ASTM International:
 - 1. ASTM D34 - Standard Guide for Chemical Analysis of White Pigments.
 - 2. ASTM D126 - Standard Test Methods for Analysis of Yellow, Orange, and Green Pigments Containing Lead Chromate and Chromium Oxide Green.
 - 3. ASTM D562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.
 - 4. ASTM D711 - Standard Test Method for No-Pick-Up Time of Traffic Paint.
 - 5. ASTM D713 - Standard Practice for Conducting Road Service Tests on Fluid Traffic Marking Materials.
 - 6. ASTM D969 - Standard Test Method for Laboratory Determination of Degree of Bleeding of Traffic Paint.
 - 7. ASTM D1301 - Standard Test Methods for Chemical Analysis of White Lead Pigments.
 - 8. ASTM D1394 - Standard Test Methods for Chemical Analysis of White Titanium Pigments.
 - 9. ASTM D1475 - Standard test Method for Density of Liquid Coatings, Inks, and Related Products.
 - 10. ASTM D1640 - Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature.
 - 11. ASTM D2202 - Standard Test Method for Slump of Sealants.
 - 12. ASTM D2371 - Standard Test Method for Pigment Content of Solvent-Reducible Paints.
 - 13. ASTM D2621 - Standard Test Method for Infrared Identification of Vehicle Solids from Solvent-Reducible Paints.
 - 14. ASTM D2743 - Standard Practices for Uniformity of Traffic Paint Vehicle Solids by Spectroscopy and Gas Chromatography.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Product Data: Submit paint formulation for each type of paint.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- D. Manufacturer's Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, any other data on proper installation.
- E. Proposed schedule of pavement marking with type of equipment to be used and description of colors to be installed at locations within project.

1.4 QUALITY ASSURANCE

- A. Perform Work In accordance with State of Rhode Island Department of Transportation specifications.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Applicator: Company specializing in performing work of this section with minimum 3 years experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Invert containers several days prior to use when paint has been stored more than 2 months. Minimize exposure to air when transferring paint. Seal drums and tanks when not in use.
- B. Glass Beads. Store glass beads in cool, dry place. Protect from contamination by foreign substances.

1.7 AMBIENT CONDITIONS

- A. Section 01 50 00 - Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- D. Do not apply paint when temperatures are expected to fall below 50 degrees F for 24 hours after application.
- E. Volatile Organic Content (VOC). Do not exceed State or Environmental Protection Agency maximum VOC on traffic paint.

1.8 WARRANTY

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish three year manufacturer's warranty for traffic paints.

PART 2 PRODUCTS

2.1 PAINTED PAVEMENT MARKINGS

- A. In accordance with State of Rhode Island Department of Transportation specifications.
- B. Marking paint:
 - 1. Roadway pavement: Thermoplastic type material as manufactured by an Engineer approved supplier.
 - 2. Parking Lots or Private Property: Waterborne as manufactured by an Engineer approved supplier
 - 3. Pedestrian trails/paths: Waterborne as manufactured by an Engineer approved supplier.
 - 4. Colors: White and/or yellow at the locations as indicated on Drawings.
 - 5. Do not use pavement marking paints containing more than 150 grams per liter of volatile organic compounds (VOC).

2.2 EQUIPMENT

- A. Continuous Longitudinal Line Application Machine: Use application equipment with following capabilities.
 - 1. Dual nozzle paint gun to simultaneously apply parallel lines of indicated width in solid or broken patterns or various combinations of those patterns.
 - 2. Pressurized bead-gun to automatically dispense glass beads onto painted surface, at required application rate.
 - 3. Measuring device to automatically and continuously measure length of each line placed, to nearest foot.
 - 4. Device to heat paint per paint manufacturer's requirements.
- B. Machine Calibration:
 - 1. Paint Line Measuring Device: Calibrate automatic line length gauges to maintain tolerance of plus or minus 25 feet per mile.
 - 2. Cycle Length/Paint Line Length Timer: Calibrate cycle length to maintain tolerance of plus or minus 6 inches per 40 feet); calibrate paint line length to maintain tolerance to plus or minus 3 inches per 10 feet.
 - 3. Paint Guns: Calibrate to simultaneously apply paint binder at uniform rates as specified with an allowable tolerance of plus or minus 1 mil.
 - 4. Bead Guns: Calibrate to dispense glass beads simultaneously at specified rate. Check guns by dispensing glass beads into gallon container for predetermined fixed period. Verify weight of glass beads.
- C. Other Equipment:

1. For application of crosswalks, intersections, stop lines, legends and other miscellaneous items by walk behind strippers, hand spray or stencil trucks, apply with equipment meeting requirements of this section. Do not use hand brushes or rollers. Optionally apply glass beads by hand.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Prior to marking, verify that new asphalt is complete, has been accepted by Engineer, and cured a minimum of fourteen (14) days.
- B. Inspect pavement surfaces for conditions and defects that will adversely affect quality of work. Do not place marking paint over unacceptable surfaces. If these conditions exist, immediately notify the Engineer.
- C. Commencement of installation constitutes acceptance of surface as suitable for installation.
- D. Do not apply paint to concrete surfaces until concrete has cured for 28 days.

3.2 PREPARATION

- A. Maintenance and Protection of Traffic:
 1. Provide short term traffic control in accordance with Section 01 50 00 - Temporary Facilities and Controls.
 2. Prevent interference with marking operations and to prevent traffic on newly applied markings before markings dry.
 3. Maintain travel lanes between 7: 00 AM to 9: 00 AM, and between 4: 00 PM and 6: 00 PM.
 4. Maintain access to existing University facilities.
- B. Surface Preparation.
 1. Clean and dry paved surface prior to painting.
 2. Blow or sweep surface free of dirt, debris, oil, grease or gasoline.
 3. Spot location of final pavement markings as specified and as indicated on Drawings by applying pavement spots 25 feet on center. Mark layout of stripes and lines with chalk or paint.
 4. Notify Engineer after placing pavement spots and minimum 3 days prior to applying traffic lines.
- C. Provide qualified technician to supervise equipment and application of marking. Layout markings using guide lines, templates and forms. Use stencils and templates made to industry standards.
- D. "Free hand" painting of arrows, symbols, or wording is unacceptable.

3.3 DEMOLITION

- A. Remove existing markings in an acceptable manner.

- B. Do not remove existing pavement markings by painting over with blank paint.
- C. Remove marking paint removal by machine only and in a manner to reduce grooves in the pavement and abraded dust from the road surface to the maximum extent practicable. Remove by methods that will cause least damage to pavement structure or pavement surface. Satisfactorily repair any pavement or surface damage caused by removal methods.
- D. Clean and repair existing remaining or reinstalled lines and legends.

3.4 APPLICATION

- A. Agitate paint for 1-15 minutes prior to application to ensure even distribution of paint pigment.
- B. Apply marking paint at a rate of one (1) gallon per three to four hundred (300-400) lineal feet of four (4) inch wide stripes or to manufacturer's specification.
- C. Apply markings in locations and to indicated dimensions at indicated locations.
- D. Prevent splattering and over spray when applying markings. Protect adjacent curbs, walks, fences, and other items from receiving paint.
- E. Unless material is track free at end of paint application convoy, use traffic cones to protect markings from traffic until track free. When vehicle crosses a marking and tracks it or when splattering or over spray occurs, eradicate affected marking and resultant tracking and apply new markings.
- F. Collect and legally dispose of residues from painting operations.

3.5 TOLERANCES

- A. Maximum Variation from Wet Film Thickness: 1 mil.
- B. Maximum Variation from Wet Paint Line Width: Plus or minus 1/8 inch.
- C. Maintain cycle length for skip lines at tolerance of plus or minus 6 inches per 40 feet and line length of plus or minus 3 inches per 10 feet.
- D. Maximum Variation from Specified Application Temperature: Plus or minus 5 degrees F

3.6 FIELD QUALITY CONTROL

- A. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- B. Repair lines and markings, which after application and curing do not meet following criteria:
 - 1. Incorrect Location: Remove and replace incorrectly placed patterns.
 - 2. Insufficient Thickness, Line Width, Paint Coverage, Glass Bead Coverage or Retention: Prepare defective material by acceptably grinding or blast cleaning to remove substantial

- amount of beads and to roughen marking surface. Remove loose particles and debris. Apply new markings on cleaned surface in accordance with this Section.
3. **Uncured or Discolored Material, Insufficient Bonding:** Remove defective markings in accordance with this Section and clean pavement surface one foot beyond affected area. Apply new markings on cleaned surface in accordance with this Section.
- C. Replace defective pavement markings as specified throughout 3 year warranted period. Replace markings damaged by anti-skid materials, studded tires, tire chains, chemical deicers, and snow plowing or other loss of marking material regardless of cause. When markings are damaged by pavement failure or by Owner's painting, crack sealing, or pavement repair operations, Contractor is released from warranty requirements for damaged work.
- D. A three member team will evaluate warranty provisions. Team will consist of one member from Owner, one member from Contractor, and third person who is mutually acceptable to Owner and Contractor. Any costs for third person will be equally shared between Owner and Contractor. At least once each year, beginning with year after acceptance, team shall:
1. Observe Owner taking readings by retroreflectometer, or review Owner records of such evaluation. The number of readings will be as large as necessary to ensure that minimum criteria are satisfied. Readings will be during period from March 15 through October, when pavement is clean and dry.
 2. Determine color fade, discoloration or pigment loss based on visual color comparison between original sample plates with glass beads and in-place pavement markings.
 3. Determine magnitude of material loss.
- E. Prepare list of defective areas and areas requiring additional inspection and evaluation to decide where material may need replaced. Provide traffic control as necessary if markings require more detailed evaluation.
- F. Replace failed or defective markings in entire section of defective markings within 30 days after notification when any of the following exists during warranty period:
1. Average retroreflectivity within any 528 foot section is less than 1225 mcd/m²/1x for white pavement markings and 100 mcd/m²/1x for yellow pavement markings.
 2. Marking is discolored or exhibits pigment loss, and is determined to be unacceptable by three member team based on visual comparison with beaded color plates.
 3. More than 15 percent of area of continuous line, or more than 15 percent of combined area of skip lines, within any 528 foot section of roadway is missing.
- G. Replace pavement marking material under warranty using original or better type material. Continue warranty to end of original 3-year period even when replacement materials have been installed as specified.
- H. When eradication of existing paint lines is necessary, eradicate by shot blast or water blast method. Do not gouge or groove pavement more than 1/16 inch during removal. Limit area of removal to area of marking plus 1 inch on all sides. Prevent damage to transverse and longitudinal joint sealers, and repair any damage according to requirements in Section 32 13 13 or Section 32 12 16.
- I. Maintain daily log showing work completed, results of above inspections or tests, pavement and air temperatures, relative humidity, presence of any moisture on pavement, and any material or

equipment problems. Make legible entries in log in ink, sign and submit by end of each work day. Enter environmental data into log prior to starting work each day and at two additional times during day.

3.7 PROTECTION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free. Follow manufacturer's recommendations or use minimum of 30 minutes. Consider barrier cones as satisfactory protection for materials requiring more than 2 minutes dry time.

3.8 MAINTENANCE

- A. Furnish service and maintenance of traffic paints for three years from Date of Substantial Completion.

3.9 ATTACHMENTS

- A. Pavement Markings:

Items	Location
4 inch White Conventional	Edge
4 inch White Fast Dry	Edge
24 inch White Fast Dry	Stop Line
4 inch Yellow Conventional	Center
4 inch Yellow Fast Dry	Center

END OF SECTION

SECTION 32 17 26 - TACTILE WARNING SURFACES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes labor and materials for the installation of:
 - 1. Tactile warning panels for handicapped ramps.
- B. Related Requirements:
 - 1. Section 32 12 16 - Asphalt Paving.
 - 2. Section 32 13 13 - Concrete Paving.

1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's literature describing products, installation procedures and routine maintenance.
- B. Samples for Verification Purposes: Submit one (1) sample of full cast-in-place tactile panels of the kind proposed for use.
- C. Shop drawings are required for products specified showing fabrication details; composite structural system; plans of panel placement including joints, and material to be used as well as outlining installation materials and procedure.
- D. Panel pattern: Designed and shown between existing expansion joints with panel rib dimension used for the cut size of panels.
- E. Material Test Reports: Submit test reports from qualified independent testing laboratory indicating that materials proposed for use complies with requirements and meet the properties indicated. Conduct all tests on a cast-in-place tactile panel system as certified by a qualified independent testing laboratory.
- F. Maintenance Instructions: Submit copies of manufacturer's specified maintenance practices for each type of tactile panel and accessory as required.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Rhode Island Department of Transportation specifications.
- B. Provide cast-in-place tactile panels and accessories from a single manufacturer.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.

- B. Installer's Qualifications: Company specializing in performing work of this section with minimum 3 years experience and successfully completed tile installations similar in material, design, and extent to that indicated for Project.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Package or crate panels to prevent damage in shipment or handling. Protect finished surfaces with sturdy wrappings, and identify panel type by part number.

1.6 ENVIRONMENTAL CONDITIONS

- A. Maintain minimum temperature of 40 degrees F in spaces to receive tactile panels for at least 48 hours prior to installations, during installation, and for not less than 48 hours after installation. Store tactile panel material in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 40 degrees F in areas where work is completed.

1.7 WARRANTY

- A. Furnish five year manufacturer's warranty from date of completion. The guarantee includes defective work, breakage, deformation, fading and chalking of finishes, and loosening of panels

PART 2 PRODUCTS

2.1 TACTILE WARNING SURFACE PANEL

- A. Provide tactile warning surfaces which comply with the detectable warnings on walking surfaces in accordance with the following:
 - 1. Americans with Disabilities Act (ADA) - Title 49 CFR TRANSPORTATION, Part 37.9 STANDARDS FOR ACCESSIBLE TRANSPORTATION FACILITIES, Appendix A, Section 4.29.2 DETECTABLE WARNINGS ON WALKING SURFACES.
 - 2. University of Rhode Island Standards
- B. Manufacturers
 - 1. Armor-Tile
Engineered Plastics, Inc.
(800-682-2525).
 - 2. Engineer approved equal.
- C. Vitriified Polymer Composite (VPC) cast-in-place panels: An epoxy polymer composition with an ultra violet coating employing aluminum oxide particles in the truncated domes:
 - 1. Water Absorption of Tile when tested by ASTM-D 570 not to exceed 0.35%.
 - 2. Slip Resistance of Tile when tested by ASTM-C 1028 the combined wet/dry static coefficient of friction not to be less than 0.80.
 - 3. Compressive Strength of tile when tested by ASTM-D 695-91 not to be less than 18,000 psi.
 - 4. Tensile Strength of Tile when tested by ASTM-D 638-91 not to be less than 10,000 psi.
 - 5. Flexural Strength of Tile when tested by ASTM - C293-94 not to be less than 24,000 psi.

6. Chemical Stain Resistance of Tile when tested by ASTM-D 543-87 to withstand without discoloration or staining - 1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.
 7. Abrasive Wear of Tile when tested by BYK - Gardner Tester ASTM-D 2486* with reciprocating linear motion of $37 \pm$ cycles per minute over a 10" travel. The abrasive medium, a 40 grit Norton Metallite sand paper, to be fixed and leveled to a holder. The combined mass of the sled, weight and wood block to be 3.2 lb. Average wear depth not to exceed 0.030 after 1000 abrasion cycles measured on the top surface of the dome representing the average of three measurement locations per sample.
 8. Fire Resistance: When tested to ASTM E84 flame spread be less than 25.
 9. Gardner Impact to geometry "GE" of the standard when tested by ASTM-D 5420-93 to have a mean failure energy expressed as a function of specimen thickness of not less than 450 in. 1bf/in. A failure is noted if a hairline fracture is visible in the specimen.
 10. Accelerated Weathering of Tile when tested by ASTM-G26-95 for 2000 hours: No deterioration, fading or chalking of surface of tile.
- D. Vitrified Polymer Composite (VPC) Cast-In-Place Panels embedded in concrete must meet or exceed the following test criteria:
1. Accelerated Aging and Freeze Thaw Test of Tile when tested to ASTM-D 1037 must show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles or other defects.
 2. Salt and Spray Performance of Tile and Adhesive System when tested to ASTM-B 117 not to show any deterioration or other defects after 100 hours of exposure.
- E. Color: Chosen by Owner during shop drawing review. Must contrast surrounding surface in conformance with the ADA regulations. Provide a homogeneous color throughout the tiles.

2.2 ACCESSORIES

- A. Heavy-duty elastomeric polyurethane sealant as manufactured by Boiardi, Mapei, Bostik or approved equal.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 70 00 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify site conditions for defects that will adversely affect quality of work. Do not install if conditions are unacceptable. If these conditions exist, immediately notify the Engineer.
- C. Commencement of installation constitutes acceptance of site conditions.

3.2 INSTALLATION

- A. During all concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and that they are in accordance with the applicable industry and government standards.

- B. Provide concrete sealants and related materials in strict accordance with the contract documents and the guidelines set by their respective manufacturers.
- C. The physical characteristics of the concrete are to be consistent with the contract specifications while maintaining a slump range of 4 - 7 to permit solid placement of the Cast-In-Place Tile System. An overly wet mix will cause the Cast-In-Place System to float, therefore under all conditions place suitable weights such as concrete blocks or sandbags (25 lb) on each 2' x 2' tile module.
- D. Prior to placement of the Cast-In-Place System, the manufacturer's shop drawings must be submitted and reviewed and a layout drawing prepared by the installation contractor to resolve the issues related to pattern repeat, tile cuts, expansion joints, control joints, platform curves, platform end returns and platform surface interferences.
- E. The concrete pouring and finishing operations require typical mason's tools, however, a mason's line, radius edge (1/8 x 3/16" return) tool, 4' long x 2" wide x 1/8" thick steel straight edge, 25 lb. weights, vibrator wand and small sledge hammer with 2" x 6" x 20" wood tamping plate are specific to the installation of the Cast-In Place System.
- F. Pour and finish level the concrete, true and smooth to the required dimensions prior to tile placement. Immediately after pouring concrete, string a mason's line parallel to track to act as a reference line for placement of tile, then place the tile assembly true to the platform edge and to each other on the concrete. Tamp or vibrate the Cast-In-Place tiles into the fresh concrete to ensure that the field level of tile is flush to the adjacent concrete or platform edge surface.
- G. Set the base of truncated domes flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
- H. Immediately after tile placement, check the tile elevation with the adjacent concrete or rubbing board heights with a steel straight edge. Set the tile elevation consistent with shop drawings to permit water drainage to or away from track as the platform design dictates.
- I. While concrete is workable steel edging trowel 1/8" radius x 3/16" return is to be used to edge the tile to adjacent concrete surfaces running parallel to track. While edging, ensure that a clean edge definition is created between tile and adjacent concrete and that tile to concrete elevations meet the shop drawing tolerances.
- J. Place the Cast-In-Place Tile assemblies true and parallel to each other and to the mason's line or form to develop a true line consistent line with the platform edge.
- K. A tight tile to tile placement is best achieved by raking out the concrete at the butting edge to avoid trapping concrete or aggregate between tiles and/or form edge.
- L. During and after the tile installation and the concrete curing stage, do not walk, lean or apply external forces on the tile causing movement and voids between the underside of tile and concrete.

- M. Following tile placement, review installation tolerances to shop drawings and adjust tile before the concrete sets, place suitable weights of 25 lb. on each tile and additional weights at tile to tile assemblies as necessary to ensure solid contact of tile underside to concrete.
- N. Following the curing of the concrete, remove the protective plastic wrap from the tile face by cutting the plastic with a sharp knife tight to the concrete/tile interface. If concrete bleeding occurs between tiles, use a wire brush to clean the residue without damage to the tile surface.
- O. Apply an elastomeric urethane sealant to the tile edges running parallel to the track or curb. Proper surface preparation requires that the tile and adjacent surfaces are mechanically etched with sandpaper or a carbide burr and wiped clean and dry with acetone. Apply the urethane sealant level to the adjacent surface and a straight line formed to the tile edge. Mask the tile face off with duct tape to ensure a clean definition of sealant to the adjacent surfaces.
- P. Cut tiles to custom sizes, or to make a radius, using a continuous rim diamond blade in a circular saw or mini-grinder. Use of a straightedge to guide the cut is required.

3.3 TOLERANCES

- A. The tolerance for elevation differences between tile and adjacent surface is 1/16".

3.4 FIELD QUALITY CONTROL

- A. Inspect for incorrect location, incorrect installation, uncured or discolored material, and insufficient bonding.

3.5 PROTECTION

- A. Protect panels against damage during construction period to comply with tactile panel manufacturer's specification.
- B. Protect panels with plastic during concrete installation.
- C. Protect panels against damage from rolling loads following installation by covering with plywood or hardwood.

3.6 CLEANING

- A. Clean tactile panels not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project. Clean tactile panel by method specified by tactile panel manufacturer.
- B. Dispose liquids or other materials of possible contamination in accordance with federal state and local laws and ordinances.
- C. Use cleaning materials with acceptable low VOC solvent content and low flammability.

END OF SECTION

SECTION 32 91 19 - LANDSCAPE GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Final grade topsoil for finish landscaping.
- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving.
 - 2. Section 31 25 00 – Erosion and Sediment Controls.
 - 3. Section 32 92 19 - Seeding.
 - 4. Section 32 93 00 – Plants.

1.2 REFERENCES AND STANDARDS

- A. AOAC: Association of Official Agricultural Chemists.
- B. ASTM International: American Society of Testing Materials International.
- C. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- D. ASTM International:
 - 1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
 - 2. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
 - 3. ASTM D2487 - Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
- E. UMTC: University of Massachusetts Transportation Center, "Manufactured Loam using Compost Material - Phase 1: Feasibility", October 1966 or latest update.

1.3 SUBMITTALS

- A. See Submittal Procedures.
- B. Topsoil tests: Reports indicating and interpreting test results for complete topsoil and soil components. Submit reports at least one (1) month before any delivery of materials. See Section 2.2 Source Quality Control.
- C. Soil Additives and amendments: Product or testing certificates signed by manufacturers certifying that their products comply with specified requirements:
 - 1. Manufacturers' certified analysis for all products specified.
 - 2. Analysis for other amendments, such as organic compost, by the University of Massachusetts Agricultural Extension Service or other approved testing laboratory, made

according to methods established by the AOAC, where applicable, and as required in this Specification.

3. Sieve and salt analysis of sand proposed as a planting soil amendment or component.
- D. Organic Material: A letter certifying source and composition of organic material proposed for use as a soil amendment indicating compliance with UMTC "Article 5.4 Standard Compost Specifications for Massachusetts" and meets requirements. Letter must also give description of product and recommendations for use as a planting soil component or amendment.
- E. Samples:
 1. Topsoil: Submit, 2 lb sample of fill to the Landscape Architect.
 2. Organic Material: Submit, 2 lb sample of organic soil amendments to Landscape Architect
- F. Materials Source: Submit name of imported materials source.
- G. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each topsoil material from single source throughout the Work.
- B. Prior to delivery or spreading, submit a minimum of two (2) approved sample test results of planting soil from each proposed location or source.
 1. Mix and obtain composite top soil samples for testing to ensure the topsoil conform to the specifications. Collect composite samples from the stockpiles and source or material to be delivered to the site. Submit prototype topsoil mixes to Laboratory at least 30 days before intended use on site, to allow for reformulation and retesting if test results are rejected.
 2. Provide samples to both Landscape Architect and testing laboratory and have testing report sent directly to the Landscape Architect.
- C. Do not order or deliver materials until required samples, certifications, manufacturers' literature and test results have been reviewed by the Landscape Architect. Delivered materials must be from the same source as the submitted samples.
- D. The Landscape Architect may compare each soil delivery to the site with submission samples. Any deviations from the approved materials identified will require resubmission and further testing be performed. The Landscape Architect reserves the right to reject on or after delivery any material that does not meet specifications or match approved samples. Use of unapproved topsoil will result in rejection and removal.
- E. Soil tests: All Tests performed by the University of Massachusetts Cooperative Extension Service in accordance with current standards of Association of Official Agricultural Chemists or other testing laboratory as approved by the Landscape Architect. Deliver test samples to laboratory, and have test results sent directly to the Landscape Architect. Testing reports to include the following for the stockpiled topsoil and finished planting soil that may or may not be amended in order to meet the specifications:
 1. Mechanical gradation (sieve analysis) and USDA soil classification
 2. Percent organic matter
 3. Chemical analysis for the following elements:

- a. Soluble salts.
 - b. Carbon: nitrogen ratio
 - c. Potassium
 - d. Phosphorus
 - e. Magnesium
 - f. Calcium
 - g. Acidity (pH)
 - h. Toxic Elements
4. Testing for the following heavy total metals as required by the USEPA
 - a. Lead, Nickel, Cadmium, Zinc, Copper, arsenic and selenium.
 5. Testing laboratory to provide recommendations for soil additives to correct soils deficiencies as necessary to accomplish particular planting operations of the Project.
- F. When tests indicate materials do not meet specified requirements, change material and retest.

1.5 ENVIRONMENTAL REQUIREMENTS

- A. Weather Limitations: Proceed with grading only when existing and forecasted weather conditions permit.

PART 2 PRODUCTS

2.1 MATERIAL

- A. Topsoil Source:
 1. Reuse surface soil stockpiled on-site if adequate stockpile areas are available.
 2. Supplement with imported topsoil from off-site sources when on-site reusable quantities are insufficient.
 3. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least four inches deep; do not obtain from agricultural land, bogs or marshes.
- B. Topsoil:
 1. Reusable excavated and /or Imported borrow
 - a. Fertile, friable, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from drained site; free of subsoil, clay or impurities, plants, weeds and roots;
 2. USDA Textural Classification: Sandy Loam.
 3. Acidity range (pH) of 5.5 to 7.0.
 4. Containing the minimum of 4 percent and maximum of 10 percent inorganic matter by weight.
 5. Soluble salt content (Electrical Conductivity):
 - a. Conductivity not to exceed 900 ppm/0.9 mmhos/cm in soil.
 - 1) Naturally Stripped Topsoil: .01-.25 mmhos/cm
 - 2) Loam borrow manufactured from organic compost: not to exceed levels recommended for the specific plantings (.01-.75 mmhos/cm)
 - b. Salt content will lower the longer the soil is spread on site, with rain and aging of the organic component. If salt content of the topsoil is too high, as determined by the

Landscape Architect or Engineer, the salt content must be within approved ranges by the time the soil is spread on site and plants installed, or planting will be delayed or soil rejected and will require replacement with an approved planting soil.

6. Nutrient Ranges:
 - a. Magnesium: 60-200 ppm
 - b. Phosphorus: 10- 100 ppm.
 - c. Potassium to exceed 120 – 300 ppm.
 7. Reasonably free of roots, rocks larger than 1/2 inch, subsoil, debris, large weeds, and foreign matter.
 - a. Screening: Single screened.
 8. Free of other extraneous materials harmful to plant growth.
- C. Organic matter proposed as a soil amendment: Natural or manufactured mature, composted organic material
1. Comply with UMTC "Article 5.4 Standard Compost Specifications for Massachusetts" and that the compost is mature.
 2. Material originating from mature leaf compost, mature composted animal manure, other aged, composted vegetable materials such as brewer's waste, or chemically tested toxin-free processed sludge products (biosolids), composted with wood products, safe for plants, humans and soil organisms (Class A or Type I).
 3. Organic matter manufactured from sludge and other biowaste materials or manure to be aged for at least one (1) year without exception, and have no objectionable biowaste odor.
 4. Do not use raw (uncomposted or unprocessed) or incompletely composted organic matter. Refer also to requirements included in Section 32 93 00 – Plants for Soil Amendments for Planting Soil.

2.2 SOURCE QUALITY CONTROL

- A. Testing and Analysis of Topsoil Material: Perform in accordance with ASTM D698. ASTM D1557. AASHTO T180.
- B. Prior to delivery, analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- D. All topsoil delivered to the site must match the samples approved by the Landscape Architect or. Additional testing of topsoil delivered to the site will be required if it does not appear to be consistent with previously tested samples.
- E. When tests indicate materials do not meet specified requirements, change material and retest.
- F. Furnish materials of each type from same source throughout the Work.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of existing conditions before starting work.
- B. Verification of rough grading, trench backfilling and subbase has been contoured and compacted before starting work.
- C. Verify compliance with requirements and for conditions affecting performance of work of this Section prior to starting any work. Report any defect, such as incorrect grading, incorrect subgrade elevations, improper compaction or drainage problems, to the Landscape Architect prior to beginning Work. Do not proceed with installation until unsatisfactory conditions have been corrected. Commencement of Work indicates acceptance of filled subgrade areas to and responsibility for Work.
 - 1. When conditions detrimental to work are encountered including, but not limited to, incorrect grading, adverse drainage conditions, poor soil conditions, or invasive species problems, immediately notify the Owner and/or Landscape Architect before beginning any Work.
- D. Verify the location of the irrigation system and protect during operations.

3.2 PREPARATION

- A. Coordinate topsoil placement with other Work of this contract being performed on the Project site.
- B. Protect landscaping and other features remaining as final Work.
- C. Protect existing structures, fences, sidewalks, utilities, paving, and curbs.
- D. Immediately notify Landscape Architect if adjustments in grades and alignments are necessary to avoid interference with unforeseen conditions encountered.
- E. Protect subgrade areas scheduled for planting or stormwater infiltration systems from traffic and erosion.

3.3 SUBGRADE PREPARATION

- A. Eliminate uneven areas and low spots.
- B. Remove debris, roots, branches, stones, in excess of 1 inch in size. Remove contaminated subsoil.
- C. Scarify surface to depth of 6 inches where topsoil is scheduled. Scarify in areas where equipment used for hauling and spreading topsoil has compacted subsoil.

3.4 PLACING TOPSOIL

- A. Place topsoil in areas where seeding, is required to a nominal depth of 6 inches. Place topsoil during dry weather. Do not spread if either the topsoil or subgrade is frozen, muddy, compacted or excessively wet.

- B. Fine grade topsoil to eliminate rough or low areas. Maintain profiles and contour of subgrade. Fill depressions caused by settlement with additional topsoil and regrade and rake until a smooth and even finished grade is created.
- C. Remove roots, weeds, rocks, and foreign material while spreading.
- D. Manually spread topsoil close to plant material, building, and walkways to prevent damage.
- E. Lightly compact and roll placed topsoil.
- F. Remove surplus subsoil and topsoil from site.
- G. Leave stockpile area and site clean and raked, ready to receive landscaping.

3.5 COMPACTION

- A. Planting areas to be drill seeded or hydroseeded: Roll and compact bed before seeding. Compact with a roller or other suitable means to achieve a maximum dry density of 88 to 90% for the placed loam in accordance with compaction standards of ASTM D1557, Method D.
- B. Areas to be hand seeded: Smooth surface to meet finished grades with raking and broadcast seed according to requirements specified. Compact with rolling after seeding.
- C. Do not over compact, or loosening and re-rolling of the soils will be required. Adjust the compaction of the soil by soil type within the required maximums, with less compaction preferred in finer soils.

3.6 REQUIRED FIELD VISIT

- A. The following field visits are required by Landscape Architect or Engineer:
 - 1. Prior to placement of topsoil to confirm rough subgrade
 - 2. Finished grades for approval prior to seeding.

3.7 TOLERANCES

- A. Top of Topsoil: Plus or minus 1/2 inch.
- B. Evenly grade slopes with smooth lines and grades.

3.8 PROTECTION OF INSTALLED WORK

- A. Prohibit construction traffic over topsoil.

END OF SECTION

SECTION 32 92 19 - SEEDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fertilizing.
 - 2. Seeding.
 - 3. Hydroseeding.
 - 4. Mulching.
 - 5. Maintenance.

- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving.
 - 2. Section 32 91 19 - Landscape Grading.
 - 3. Section 32 93 00 - Plants.

1.2 REFERENCES

- A. ASTM International:
 - 1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

1.3 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

1.4 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Seed Mix: No seed may be sown until the Contractor has submitted the following:
 - 1. Materials Source: Submit name of seed source.
 - 2. Product Data: Submit data for the following:
 - a. Seed mixes
 - b. Fertilizer
 - c. Mulch
 - d. Other amendments

- C. Manufacturer's Certificate: Certify Seed mix meet or exceed specified requirements for the following:
 - 1. Seed mixes
 - a. Guaranteed percentage of purity, weed content and germination of the seed, and the net weight and date of shipment and pounds per acre sowing rate.

- D. Maintenance Schedule: Provide watering, fertilizing and mowing schedule to the Owner and Landscape Architect for approval.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

1.6 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. If required, only use herbicides, pre-emergents, fertilizers, fungicides, and pesticides reviewed and approved by the Landscape Architect. Application to be performed by a licensed professional according to manufacturer's recommendations.
- C. Select compatible products where options are provided

1.7 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with a minimum 5 Year experience and with a record of successful grass establishment.
 - 1. Installer to provide an experienced supervisor on the project site during all times that landscape construction is in progress. Provide written qualification data for firms and persons to be responsible for Work, to demonstrate their capabilities and experience.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- B. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.9 MAINTENANCE SERVICE

- A. Maintenance includes the watering, weeding, fertilizing, mowing, repairing and/or reseeding of all seeded areas.
- B. Initial maintenance period:
 - 1. Immediately after grass areas are seeded and continue for a minimum of a 60-day active growing period following the completion of all grass construction work.
- C. Extend the maintenance period for all seeded areas until satisfactory grass growth is established.
- D. In the event that seeding operations are completed too late in the fall for adequate germination, continue maintenance into the following spring and fall and reseed, as necessary, for satisfactory seeded grass establishment.

1.10 GUARANTEE

- A. Satisfactory Seeded Grass: A healthy, uniform close stand of grass free of surface irregularities with coverage exceeding 90 percent over any 10 sq. ft. scattered bare spots, none of which are larger than 72 square inches, will be allowed up to a maximum of 2% of any lawn area.
- B. Upon completion of the minimum maintenance period, request, in writing, an inspection by the Landscape Architect to determine whether satisfactory seed growth has been established. If the seeded areas and workmanship are determined to be satisfactory as defined in the specifications, written notice will be given by the Landscape Architect to the Contractor and Owner.
- C. If the grass is determined to be unsatisfactory as defined in the specifications at the time of inspection, repair and/or reseed areas determined to be unacceptable.

1.11 ENVIRONMENTAL REQUIREMENTS

- A. Planting Restrictions: Plant during one of the following periods:
 - 1. Mown lawns
 - a. Spring: April 1 - June 1
 - b. Fall: August 15 – October 15
 - 2. Conservation, or <—————>
 - a. Spring: April 1 - June 1
- B. Seeding before or after the above referenced planting dates will increase the likelihood of grass seed establishment failure. Any deviation from the above referenced planting dates is undertaken at sole risk of the contractor and it is the responsibility of the contractor to provide any additional maintenance and watering which may be required to ensure satisfactory plant and seed establishment.
- C. Seeding outside of season to occur only with permission of the Landscape Architect and may result in reseeding the following season until satisfactory seed establishment is provided. Acceptance will not be given to areas seeded outside of season until satisfactory grass has been established. Out-of-season seeding during hot weather will require additional watering and shade mulching with netted hay-type erosion control fabric.
- D. Seeding under frozen conditions in either the spring or fall will not be permitted.

PART 2 PRODUCTS

2.1 SEED MIXTURE

- A. Grass Seed to be of the previous year's crop and the weed seed content is not to exceed 1% by mass.
- B. Use only low maintenance seed mixes appropriate for cut and fill slopes, detention basins, and disturbed areas as listed below.
- C. Suppliers:

D. Seed Mixture:

1. Seed Mix 1: Mow – Fescue Mix

a. Blended fescue mix of the folloiwng (percentages can vary)

“Pilgrim” Coastal/Wavy Hair Grass	Percent Not Available
Sheep Fescue	Percent Not Available
Blue X Hard Fescue	Percent Not Available
Blue Fescue	Percent Not Available
Hard Fescue	Percent Not Available
Application rate of 3-4 lbs per 1,000 sq ft	

2. Seed Mix 2: Low Mow – Fescue/Meadow

a. Blended fescue mix of the folloiwng (percentages can vary)

“Pilgrim” Coastal/Wavy Hair Grass	Percent Not Available
Sheep Fescue	Percent Not Available
Blue X Hard Fescue	Percent Not Available
Blue Fescue	Percent Not Available
Hard Fescue	Percent Not Available
Red Corn Poppy	Percentage Not Available
Blue Wild Indigo	Percentage Not Available
Brown-Eyed Susan	Percentage Not Available
Butterfly Milkweed	Percentage Not Available
Smooth Aster	Percentage Not Available
White Upland Aster	Percentage Not Available
Perennial Lupine	Percentage Not Available
New England Aster	Percentage Not Available
Lance-Leaved Coreopsis	Percentage Not Available
Golden Alexanders	Percentage Not Available
Gay Feather	Percentage Not Available
Eastern Columbine	Percentage Not Available
Rigid Goldenrod	Percentage Not Available
Smooth Penstemon	Percentage Not Available
Application rate: 3-4 lb. per 1,000 sq ft	

3. The seed mixes to be a low maintenance seeding, and appropriate for cut and fill slopes, detention basins, and disturbed areas adjacent to environmental resource areas.

2.2 SOIL AMENDMENTS

- A. Fertilizer: Granular commercial grade; recommended for grass; of proportion necessary to eliminate deficiencies of topsoil, as indicated in analysis.
 - 1. Consist of slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium.
 - a. Manufacturers:
 - 1) Sustane™
 - 2) Or approved equivalent.
- B. Bone Meal: Raw, finely ground, commercial grade, minimum of 3 percent nitrogen and 20 percent phosphorous.
- C. Lime: Ground limestone, dolomite type, containing a minimum 89 percent calcium carbonate equivalent.
 - 1. Its value is based on chemical composition (calcium carbonate equivalent) and degree of fineness. Ground agricultural limestone is available as calcium carbonate (calcite) or as a mixture of calcium and magnesium carbonate (dolomite). Standard ground agricultural limestone contains a minimum of 89 percent calcium carbonate equivalent calcium carbonate plus (magnesium carbonate \times 1.19).
 - 2. 95 percent passing a 20 mesh sieve, 60 percent passing a 60 mesh sieve, and 50 percent passing a 100 mesh sieve.
- D. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass. Includes hose and all other watering equipment required for the Work.

2.3 ACCESSORIES

- A. Hydromulch: Specially prepared green-dyed and air-dried wood-cellulose fibers, containing no growth or germination inhibiting substances, in packages not exceeding 100 pounds gross, with net weight shown on the package, and meeting the following requirements:
 - 1. Fiber processed from whole wood chips manufactured specifically for standard hydraulic mulching equipment. Not produced from recycled material such as sawdust, paper, or cardboard.
 - 2. Moisture content of hydromulch not to exceed 10%, plus or minus 3% as defined by the pulp and paper industry standards.
 - 3. Water holding capacity of not less than 900 grams water per 100 grams fiber.
 - 4. Nontoxic to plant life or animal life.
 - 5. Non petroleum based organic tackifier and a green dye to allow for easy visual metering during application and noninjurious to plant growth.
 - 6. Fiber to be dispersed into uniform slurry when mixed with water.
- B. Stakes: Softwood lumber, chisel pointed.
- C. String: Inorganic fiber.

2.4 SOURCE QUALITY CONTROL

- A. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of topsoil testing.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify prepared soil base is ready to receive the Work of this section.
- B. Verify compliance with requirements and for conditions affecting performance of work of this Section prior to starting any work. Report any defect, such as incorrect grading, incorrect subgrade elevations, and improper compaction or drainage problems, to the Landscape Architect prior to beginning Work. Do not proceed with installation until unsatisfactory conditions have been corrected. Commencement of Work indicates acceptance of filled subgrade areas to and responsibility for Work.
 - 1. When conditions detrimental to work are encountered including, but not limited to, incorrect grading, adverse drainage conditions, poor soil conditions, or invasive species problems, immediately notify the Owner and/or Landscape Architect before beginning any Work.

3.2 PREPARATION

- A. Refer to Section 32 91 91 – Landscape Grading.
- B. Correct any grading and drainage problems. Restore areas if erosion has occurred or Project site has been disturbed.
- C. Moisten prepared grass areas before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.3 FERTILIZING

- A. Apply lime at application rate recommended by soil analysis. Work lime into top 4 inches of soil.
- B. Apply fertilizer at application rate recommended by soil analysis, but not in excess of 20 pounds per 1000 square feet.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. When applying, avoid spreading the fertilizer onto hard surfaces where it will wash into local surface water through the storm sewer system. Sweep and remove fertilizer that lands on the sidewalk/driveway onto place onto the lawn area. Over-spreading fertilizers onto hard surface (sidewalks, driveways and streets) adds to surface water pollution.
- E. Do not apply fertilizer at same time or with same machine used to apply seed.

- F. Spread and thoroughly mix fertilizer thoroughly into upper 3 inches of topsoil by harrowing or as part of hydroseed slurry.
- G. Do not apply fertilizers in water protection areas or in wetland buffer areas under any circumstances.
- H. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.
- I. Use no or minimal fertilizer in native grass, wildflower areas or meadow, conservation mix seeding areas and only per the soil analysis recommendations. If the soil testing determines the topsoil does not contain appropriate levels of nutrients for establishment of these native species, fertilize these areas at the rates recommended by the test results.

3.4 HAND SEEDING

- A. Sow seed with spreader or seeding machine.
- B. Does not use wet seed or seed that is moldy or otherwise damaged.
- C. Apply seed, per seed mix requirements, evenly in two directions at right angles to each other. Rake in lightly into top 1/8 inch of topsoil.
- D. Does not use wet seed or seed that is moldy or otherwise damaged.
- E. Do not seed areas in excess of that which can be mulched on same day.
- F. Planting Season: See Section 1.13 Environmental Requirements
- G. Schedule seeding when rain is not expected for 48 hours and within seasonal dates specified. Seed only when soil is in friable condition, not muddy, dried, or frozen.
- H. Do not sow immediately following rain, when ground is too dry, when winds are over 12 mph or when temperatures are expected to be less than 45 or higher than 75 degrees Fahrenheit during and for two (2) weeks after seeding. .
- I. Roll seeded area with roller not exceeding 112 lbs/linear foot.
- J. Immediately following seeding and compacting, apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- K. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.5 SEEDING - WILDFLOWER MIXES

- A. Apply seed mixes containing wildflowers by hand broadcast method at specified rates evenly in two directions at right angles to each other.
- B. Lightly rake in to ensure 1/2" soil cover, and lightly roll.

- C. Alternative seeding methods:
 - 1. Seeding with a Brillion or Slice Seeder: Completely mix in wildflower seed mix with bulking sand and apply at manufacture specified rates.
 - 2. Hydroseeding wildflower mix per requirements above with minimal hydromulch on prepared loam, in first application, then following with a second spraying of 30 lbs./1000 sf. hydromulch and tackifier over first hydroseed application.
- D. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.
- E. For late spring and early summer seeding, top-dress with a light mulch of weed-free straw to conserve moisture.

3.6 SEEDING SLOPES GREATER THAN 3:1

- A. Protect seeded areas with slopes exceeding 3:1 with specified erosion control blankets or bonded fiber matrix as indicated on Drawings and approved by the Landscape Architect.
- B. See Section 31 25 00 – Erosion and Sediment Control.

3.7 HYDROSEEDING

- A. Protect adjacent and adjoining areas from hydroseeding overspray.
- B. Mix specified seed, fertilizer, and premium wood fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with tackifier.
 - 2. Apply the hydroseeding in the form of slurry consisting of organic soil amendments, commercial fertilizer, and any other recommended additives.
 - 3. Apply slurry uniformly to all areas to be seeded in a one-step process. Spray the area with a visible uniform coat, using the dark color of the cellulose fiber as a visual guide. Apply the slurry in a downward drilling motion via a fan stream nozzle. Ensure that all of the slurry components enter the mix with the soil.
 - 4. Ensure the uniformity of the hydroseed application at a minimum rate of 1,500-lb/acre dry weight but not less than the rate required to obtain specified seed-sowing rate.
 - 5. Exercise special care to prevent any of the slurry from being sprayed onto any hardscape areas including paved surface, fences, walls, buildings, etc. Remove all slurry sprayed onto these surfaces at their own expense.
 - 6. Save all seed and fertilizer tags and fiber mulch bags for the Landscape Architect to verify compliance with the Drawings and Specifications.

3.8 SEED PROTECTION

- A. Identify seeded areas with stakes and string around area periphery.
- B. The following are applicable only for areas where hydroseeding is NOT applied.
 - 1. Cover seeded slopes where grade is 3:1 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.

2. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
3. Secure outside edges and overlaps at 36 inch intervals with stakes.
4. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
5. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.9 MAINTENANCE

- A. All dead or unsatisfactory grass areas are to be weeded, top-dressed, repaired, fertilized, and/or bed prepared and re-seeded until satisfactory growth with intended species has occurred, as a condition of completion of all Work at final inspection.
- B. Mow grass at regular intervals to maintain at maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at each mowing. Perform first mowing when seedlings are 40 percent higher than desired height.
- C. Neatly trim edges and hand clip where necessary.
- D. Immediately remove clippings after mowing and trimming. Do not let clippings lay in clumps.
- E. Water to prevent grass and soil from drying out.
 1. Provide all labor and water required to establish all grass areas. Water as required, during maintenance period to ensure the seed bed is thoroughly and evenly watered with a fine spray to penetrate the soil to a depth of at least 4 inches.
 2. Keep seeded areas evenly moist until germination and satisfactory establishment.
 3. Water in a manner to provide uniform coverage, prevent erosion due to application of excessive quantities over small areas, and prevent damage to the finished surface by the watering equipment.
- F. Roll surface to remove minor depressions or irregularities.
- G. Control growth of weeds.
 1. Apply herbicides only as necessary and as approved by the Landscape Architect. Remedy damage resulting from improper use of herbicides.
- H. Immediately reseed areas showing bare spots.
- I. Repair washouts or gullies.
- J. Protect seeded areas with warning signs during maintenance period.
- K. Take immediate action to identify potential problems and undertake corrective measures in areas where a decline in the condition of grass seed areas is observed.

3.10 CLEAN UP

- A. Promptly remove soil and debris created by grass work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove erosion-control measures after satisfactory grass establishment and site stabilization is complete

END OF SECTION

SECTION 32 93 00 - PLANTS

PART 1 GENERAL

1.1 SUMMARY

- A. Furnish all labor, material, equipment, and services required to install and maintain all plant material as specified. Section Includes:
 - 1. Trees, plants, and ground cover.
 - 2. Mulch.
 - 3. Fertilizer.
 - 4. Plant tagging.
 - 5. Staking.
 - 6. Pruning.
 - 7. Maintenance.

- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving
 - 2. Section 32 91 19 - Landscape Grading.
 - 3. Section 32 92 19 - Seeding.

1.2 REFERENCES

- A. AAN: "American Standard for Nursery Stock," ANSI Z60.1, latest edition.

- B. TCIA: Pruning Standards: "Standards for Pruning Shade Trees" and "Standards for Pesticide Application Operations" latest editions.

- C. USDA: Agricultural Research Service, "USDA Plant Hardiness Zone Map," Miscellaneous Publication No. 1475, latest edition.

- D. ANSI A300 - Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices.

- E. Forest Stewardship Council:
 - 1. FSC Guidelines - Forest Stewardship Council Guidelines.

1.3 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.

- B. Plants: Living trees, plants, and ground cover specified in this Section, and described in ANSI Z60.1.

1.4 SUBMITTALS

- A. See Submittal Procedures.

- B. Product Data: Submit list of plant material sources, data for fertilizer and other accessories.
- C. Plant Materials:
 - 1. Provide complete list of quantity, size, genus, species, variety of trees and shrubs and supplier as indicated on Drawings.
- D. Samples:
 - 1. Bark Mulch: Two-pound sample and source for review.
- E. Maintenance:
 - 1. Provide watering schedule to the Owner for approval.
 - 2. Instructions: Submit recommended procedures for routine year-round maintenance of plantings. Submit instructions as a condition of Substantial Completion of the Project.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: Include pruning objectives, types and methods; types, application frequency, and recommended coverage of fertilizer.

1.6 QUALITY ASSURANCE

- A. Tree Pruning: ANSI A300 Pruning Standards for Woody Plants.
- B. Maintain an experienced supervisor on the project site during all times that landscape construction is in progress.
- C. All plants to comply with applicable requirements of ANSI Z60.1 "American Standard for Nursery Stock." latest edition, published by the American Nursery and Landscape Association Inc.
- D. Locate plant material sources and ensure that plants are shipped in timely fashion for installation. Plant trees during the same planting season they are dug. Do not use balled and burlapped and potted plant materials from cold storage.
- E. Plants to be grown under climatic conditions similar to those in the locality of the project for at least two (2) years. Use healthy nursery grown plants, free of disease, insects, and pests, eggs or larvae, and have a well developed root system.
- F. To extent possible, supply each plant material species or variety from single source.
- G. Measurements: Measure trees according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches above ground for trees up to 4-inch caliper size, and 12 inches above ground for larger sizes. Measure main body of tree for height and spread; do not measure branches or roots tip-to-tip.
- H. If required, use only herbicides, pre-emergents, fertilizers, fungicides, and pesticides reviewed and approved by the Landscape Architect and permitted by state and local agencies. Applications to be applied by licensed personnel according to manufacturer's recommendations.

- I. Do not use tree paint or tree wound dressing of any type on tree wounds. Allow wound to heal and weather naturally, after trace cutting ragged or loose damaged bark back to live cambium.

1.7 QUALIFICATIONS

- A. Nursery: Company specializing in growing and cultivating plants with three years experience.
- B. Installer: Company specializing in installing and planting plants with 5 years experience in Landscape Work similar in materials, design, and extent to that indicated for this project and with a record of successful landscape establishment. Provide written qualification data for firms and persons to be responsible for Work, to demonstrate their capabilities and experience. Include lists of completed projects, with project names, addresses, phone numbers, and names and address of designers and clients.
- C. Maintenance Services: Performed by installer.

1.8 PRE-INSTALLATION MEETINGS

- A. Convene a minimum one week prior to commencing work of this section at the Project site to review landscape construction procedures, site conditions, and submittal requirements required in the Work of this Section before any products are submitted for review and approval, or landscape construction commences.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Do not order or deliver materials until required samples, certifications, manufacturers' literature and test results have been reviewed by the Landscape Architect. Delivered materials must closely match the samples, as determined by the Landscape Architect. If any deviations from specified plant materials are proposed, submit written request explaining differences and reasons for request.
- B. Wrap tree trunks with protective fabric during transport and delivery to storage. Remove wrap after planting to avoid accumulation of moisture on bark, which increases susceptibility to hidden insect infestation, and mold.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.
- D. Protect and maintain plant life until planted.
- E. Deliver plant life materials immediately prior to placement. Plant within one (1) week of delivery. If plants are to be stored at the site prior to planting, the contractor is responsible to ensure they are properly maintained, watered and remain healthy. Set stored planting materials in shade, protect from weather and mechanical damage, and keep roots moist. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
- F. Trees: Deliver freshly dug trees. Do not prune before delivery, except as directed by the Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a

manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees during delivery.

- G. Handle balled and burlapped stock by the root ball.
- H. Plant material damaged as a result of delivery, storage or handling will be rejected.

1.10 ENVIRONMENTAL REQUIREMENTS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit. Submit to the Landscape Architect in writing the proposed planting schedule. Obtain approval of planting schedule from the Landscape Architect prior to performing any work.
- B. Do not install plant life when ambient temperatures may drop below 35 degrees F or rise above 90 degrees F.
- C. Do not install plant life when wind velocity exceeds 30 mph.
- D. Planting Restrictions: Plant during one of the following periods unless otherwise approved by the Landscape Architect. This includes the planting of tubelings.
 - 1. Spring: April 15 to June 1
 - 2. Fall: September 15 to November 15
- E. Live Stakes must occur while plants are dormant:
 - 1. December 1 to March 31
- F. Planting under frozen conditions in either the spring or fall will not be permitted. Planting before or after the above referenced planting dates will increase the likelihood of plant or grass seed establishment failure. Any deviation from the above referenced planting dates is undertaken at sole risk of the contractor and it is the responsibility of the contractor to provide any additional maintenance and watering which may be required to ensure satisfactory plant and seed establishment.
- G. Summer digging of trees is not permitted. Coordinate schedule for planting, so that summer digging and substitutions of species that are fall hazards (fall digging/planting) does not occur.
- H. Spray evergreens planted in April or July-August, or out of season with anti-desiccant twice during the guarantee period, once at planting and once in mid-winter.
 - 1. Spring Planting: April 15 to June 1
 - 2. Fall Planting: September 15 to November 15

1.11 COORDINATION

- A. Coordinate installation of planting materials to assure installation during normal planting seasons for each type of plant material required and as specified in planting schedule. Plant species designated as "Fall Hazard" by Nursery in the spring, indeterminate of other site and project schedules. Show this information on the planting schedule required by Section 1:12 where applicable.

- B. Coordinate planting Work with other Work of this contract being performed on site, or work being performed by others.

1.12 WARRANTY

- A. Furnish one year manufacturer warranty for trees, plants, and ground cover against defects including death and unsatisfactory growth, except for defects resulting from lack of adequate maintenance, neglect, or abuse by Owner, or abnormal weather conditions unusual for warranty period. The date of final acceptance of all completed planting work establishes the end of installation and initial maintenance period and the commencement of the guarantee period.
- B. Remove and replace dead planting materials immediately unless required to plant in the succeeding planting season.
- C. Replace planting materials that are more than 25 percent dead or in an unhealthy condition at end of warranty period.

1.13 MAINTENANCE SERVICE

- A. Maintain plant life for three months after Date of Substantial Completion.
- B. Maintenance includes:
 - 1. Cultivation and weeding plant beds and tree pits.
 - 2. Applying herbicides for weed control. Remedy damage resulting from use of herbicides.
 - 3. Remedy damage from use of insecticides.
 - 4. Irrigating sufficient to saturate root system.
 - 5. Pruning, including removal of dead or broken branches.
 - 6. Disease control.
 - 7. Maintaining wrapping, guys, turnbuckles, and stakes. Adjust turnbuckles to keep guy wires tight. Repair or replace accessories when required.
 - 8. Replacement of mulch.

PART 2 PRODUCTS

2.1 TREES, PLANTS, AND GROUND COVER

- A. Planting Stock:
 - 1. Species: In accordance with Standardized Plant Names, official code of American Joint Committee on Horticulture Nomenclature.
 - 2. Identification: Label individual plants or each bundle of plants when tied in bundles.
 - 3. Plants: No. 1 Grade conforming to “American Standard for Nursery Stock” of American Association of Nurserymen (AAN); well-branched, vigorous and balanced root and top growth; free from disease, injurious insects, mechanical wounds, broken branches, decay and other defects.
 - 4. Trees:
 - a. Furnish with reasonably straight trunks, well balanced tops, and single leader.

- b. Shade Trees: Single-stem trees with straight trunk, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required.
 - c. All trees within 5'-0" of walkways and sidewalks to have a 6'-8" standard branching height.
 - d. Provide balled and burlapped trees, unless otherwise indicated on Drawings.
5. Deciduous plants: Furnish in dormant state, except those specified as container grown.
- B. Trees Plants and Ground Cover: Species and size identifiable in plant schedule, grown in climatic conditions similar to those in locality of the Work.

2.2 LIVE STAKES AND TUBELINGS (ADD ALTERNATE SITE A2)

- A. Use healthy live stakes and tubelings plants free of disease, insects, eggs, larvae, and defects such as injuries, abrasions, and disfigurement. Protect plants from desiccation, sunlight, and freezing during temporary storage and handling prior to and during planting.
- 1. Live Stakes:
 - a. 1"-2" in diameter and at least 3' long.
 - b. No leaf buds grown beyond 1/4" and the cambium layer must be moist, green and healthy.
 - 2. Tubelings:
 - a. Least 18" long, in plug cells at least 5" deep with a healthy root system.

2.3 SOIL MATERIALS

- A. Topsoil: As specified in Section 32 05 13.

2.4 SOIL AMENDMENT MATERIALS

- A. When soil tests indicate soil amendment, apply soil conditioners or slow release (6 month minimum) fertilizers to amend soil to specified conditions.
- 1. Tree Fertilizer: Containing fifty percent of elements derived from organic sources; of proportion necessary to eliminate deficiencies of topsoil, as indicated in analysis.
- B. Sand: Clean, washed, natural or manufactured sand free of toxic materials.
- C. Peat Moss: Do not Use.
- D. Bone Meal: Raw, finely ground, commercial grade, minimum of 3 percent nitrogen and 20 percent phosphorous.
- E. Lime: Ground limestone, dolomite type, minimum 95 percent carbonates.
- F. Water: Clean, fresh, and free of substances or matter capable of inhibiting vigorous growth of plants.

2.5 MULCH MATERIALS

- A. Organic Mulch: Organic mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs meeting the following requirements.
 - 1. Shredded pine bark aged at least six (6) months and not longer than two (2) years.
 - 2. Dark brown in color, free of chunks and pieces of wood thicker than one quarter inch, stringy material over four (4) inches in length, and chunks over three (3) inches in width.
 - 3. Does not contain an excess of fine particles, overly composted or soggy compost material, as determined by the Landscape Architect.
 - 4. Does not have an unpleasant odor nor have any evidence of fungus growth.
- B. Do not use Hemlock or dyed mulches.

2.6 ACCESSORIES

- A. Wrapping Materials: Burlap.
- B. Plant Protectors: Rubber sleeves over cable to protect plant stems, trunks, and branches
- C. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, redwood, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches (50 by 50 mm) by length indicated, pointed at one end. Use hardwood stakes installed as indicated in the Drawings.
- D. Guying and Anchoring Material: Brown or black, heavy duty woven poly-corded guying tape manufactured specifically for tree guying.
 - 1. Do not use cable encased in hose.
- E. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150 mm) long.

2.7 SOURCE QUALITY CONTROL

- A. Test and analyze existing soil.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt and organic matter; pH value.
- C. Provide recommendation for fertilizer and soil amendment application rates for specified planting as result of testing.
- D. Testing is not required when recent tests are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Utilities: Contact all relevant utility companies, public or private, prior to beginning work. Review the locations of utilities with the Landscape Architect before proceeding. Report any conflicts to the Landscape Architect and the Owner before excavating. Perform all work in a manner, which will avoid damage to above and below grade utilities. Hand excavate as required.
- C. Determine the full extent of Work required, including but not limited to the potential need for storing and maintaining plants temporarily and re-handling plants prior to final installation.
- D. Inspect all areas to be planted before starting any landscape Work and report any defect, such as incorrect grading, incorrect subgrade elevations, or drainage problems, etc., to the Landscape Architect prior to beginning Work. Do not proceed with installation until all unsatisfactory conditions have been corrected. Commencement of Work indicates the Contractor's acceptance of site conditions and filled subgrade material in areas to be planted, and the Contractor assumes responsibility for Work.
- E. Verify required underground utilities are available, in proper location, and ready for use.

3.2 PREPARATION OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil.
- C. Scarify subsoil to depth of 3 inches where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.
- D. Dig pits and beds three times wider than plant root system.
- E. Maintain grade stakes until removal is approved by the Landscape Architect.

3.3 PLANTING SOIL PREPARATION

- A. Before mixing, remove plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth from topsoil.
- B. Mix soil amendments and fertilizers with topsoil as specified in the soil analysis. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- C. The planting soil amendments Schedule is based upon the soil analysis.

- D. For tree pit or planting bed backfill, mix planting soil as specified in the soil analysis before backfilling and stockpile at site.
- E. Place planting soil into pits and beds intended for plant root balls, to minimum depth as indicated on Drawings.
- F. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- G. Grade to eliminate rough, low or soft areas, and to ensure positive drainage.

3.4 PLANTING PREPARATION

- A. All plant layout and actual planting locations are to be field verified by Landscape Architect prior to planting. Notify the Landscape Architect at a minimum of 48 hours in advance prior to scheduling any field inspections.

3.5 PLANTING-BALL AND BURLAP

- A. Set balled and burlapped stock plumb and in center of pit or trench with top of ball to match the finish grade within one (1) inch.
- B. Remove burlap and wire baskets from tops of balls and from top half of rootball, as indicated on Drawings. Remove pallets, if any, before setting.
- C. Do not use planting stock if ball is cracked or broken before or during planting operation.

3.6 PLANTING – POTTED PLANTS

- A. Remove the plant from the pot and loosen or score the roots before planting to promote outward root growth into the soil.

3.7 PLANTING – PLUGS

- A. Plant upright and not at an angle.
- B. Dig planting holes large enough and deep enough to accommodate the entire root mass.
- C. Plant plugs with no twisted or balled roots and with no roots exposed above the grade line.
- D. Hand pack the soil around the entire plug root mass.

3.8 PLANTING

- A. Plant all trees, shrubs, and groundcovers as indicated on Drawings and as specified below.
- B. Place plants for best appearance for review and final orientation by Landscape Architect.
- C. Dig the planting hole to the same depth as the root ball and two to three times wider.

- D. Score all sides of the hole, place the plant in the hole so the top of root ball is even with soil surface.
- E. Set plants vertical.
- F. Place stock on setting layer of compacted planting soil.
- G. Place backfill around plant roots in layers, gently tamping to settle backfill and eliminate voids and air pockets. If soil is extremely poor, replace back fill with good quality top soil. Amend the soil, as necessary.
- H. Place bare root plant materials so roots lay in natural position. Backfill soil mixture in 6 inch layers. Maintain plant life in vertical position.
- I. Saturate soil with water when pit or bed is half full of soil and again when full. Repeat watering until no more is absorbed. Water again after placing and tamping final layer of backfill.
- J. Create a 2" to 4" saucer around the edge of planting hole with the remaining soil.
- K. Remove all plant tags and flags from the plants.

3.9 PLANT SUPPORT

- A. Use caution when installing wood stake anchors for trees; ensure that stakes do not penetrate utility lines or structures. Installed stakes as indicated on Drawings, securely anchored in undisturbed or compacted subgrade.
- B. Install woven tape tree guys according to manufacturer's instructions, with ties that allow for tree growth (specified, expandable knots) and to allow for some movement and to avoid girdling.
- C. Securely fasten guys to wood stakes with appropriate knots, at an angle to keep guys tight. Install three guys per tree.
- D. If guys are above ground, affix safety flags at four feet typical above finished grade.
- E. Install the tree guying and anchoring systems securely so that tree ball does not rock and tree trunk and canopy remain plumb or nearly plumb in the wind, without holding tree so tight or at such an angle and height that there could be rubbing or structural damage to trunk in strong winds. Install to allow for tightening after installation and during the one-year maintenance period.

3.10 MULCHING

- A. Mulch backfilled surfaces of pits, beds, planted areas, and other areas indicated on Drawings.
- B. Organic Mulch: Apply the following average thickness of organic mulch and finish level with adjacent finish grades.
 - 1. Thickness: 2-3 inches (minimum).

- C. Do not place mulch against trunks or stems.

3.11 CLEANUP AND PROTECTION

- A. During landscape work, keep pavement clean and work area in an orderly condition.
- B. Protect landscape work from damage due to landscape operations and site work by others. Maintain protection during installation and maintenance periods. Repair or replace damaged landscape work as directed by the Landscape Architect.
- C. Repair damage to site or structures to restore them to their original condition.

3.12 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil and waste material, including excess topsoil, subsoil, plant material, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

3.13 FIELD QUALITY CONTROL

- A. Plants will be rejected when ball of earth surrounding roots has been disturbed or damaged prior to or during planting.
- B. All plant layout and final plant locations are to be field verified by the Landscape Architect prior to planting.
- C. During the landscape work, periodic field visits are to be performed by the Landscape Architect at specific installation milestones as agreed upon during the pre-construction meeting or as indicated on the Drawings.

3.14 ACCEPTANCE OF LANDSCAPE WORK

- A. Submit a written request for review of the completed work to the Landscape Architect at least 48 hours before the anticipated dates of requested field visits.
- B. Request an acceptance of the landscape work only after all aspects of landscape operations are completed and maintained according to specifications, all test results are completed and acceptable, irrigation system is operating properly (if applicable), and all extraneous equipment, materials and debris are removed from the Project Site.
- C. Do not request a field visit for partially completed work.
- D. The Landscape Architect is to review the work with the Contractor present. If in the Landscape Architect's opinion, a substantial amount of planting, materials or landscape work is deficient, the Contractor's maintenance period of all work is extended until plant replacements are made or other deficiencies are corrected.
- E. A written report, or "punch list," is issued by the Landscape Architect indicating remedial items to be corrected before Final Acceptance is authorized.

- F. Acceptance: Acceptable plants are those that are to size and species as indicated on the Drawings or accepted by the Landscape Architect and meet the following requirements:
 - 1. At least 85% live growth with actively growing or possessing live buds.
 - 2. No indication of injury, disease, insect infestation, or decline due to environmental or other factors.
 - 3. Properly planted and installed plumb.
 - 4. Properly mulched.
 - 5. Properly staked and guyed (if just planted).
 - 6. Rootballs moist.
- G. All unsatisfactory plants are to be removed promptly. Replacement plants must conform in all respects to specifications for the originals and must be planted and maintained in same manner until initial acceptance is made.
- H. Repeat field visit request and procedures only when all remedial items included on the “punch list” are completed.
- I. The end of the installation and initial maintenance period and commencement of guarantee is established upon the date of final acceptance of completed remedial work.

3.15 PLANT ESTABLISHMENT PERIOD, GUARANTEE, AND FINAL INSPECTION

- A. Upon commencement of the guarantee period, it should be agreed upon by the Contractor, Owner and Landscape Architect who will be responsible for the oversight of the one (1) year guarantee period as outlined in the specifications.
- B. Complete all items on the “punch list” to the satisfaction of the Landscape Architect and the Owner before the initiation of the one-year plant establishment period (guarantee period) can commence. Guarantee specified herein does not deprive the Owner of other rights it may have under other provisions of Contract Documents and is in addition to, and runs concurrent with, other warranties made by Contractor under requirements of Contract Documents.
- C. The guarantee period for the plantings is for one (1) year after acceptance. During guarantee period, make monthly inspections of plant material during April through November to document condition of plants and to provide remedial measures. Continue maintenance as specified. Submit inspection reports to the OWNER. Dead plants and plants with less than 85% live wood noted in inspections are to be replaced with new plants of same size and species within one (1) month or in first month of next growing season, whichever comes first. Install replacement plants according to the Drawings and Specifications.
- D. Notify the Owner at least ten days in advance of requested date of inspection at end of one-year guarantee period. Submit to the Owner, before inspection, a list of plants replaced during guarantee period with species, location, and replacement dates.
- E. All plants will be inspected by the Owner with the Contractor present one year after final acceptance. All plants must be alive and with satisfactory growth at the end of that time. Reset or replace trees, which have settled out of plumb.
- F. The following must be completed at the end of the guarantee period:

1. Remove all guying material from plants.
 2. Flatten all saucers.
 3. Re-mulched and weed as necessary.
 4. Prune and remove plant dead wood.
 5. Install plant replacements.
- G. All dead or unsatisfactory grass areas are to be weeded, top-dressed, repaired, fertilized, and/or bed prepared and re-seeded until satisfactory growth with intended species has occurred, as a condition of completion of all Work at final inspection.

END OF SECTION

Horsley Witten Group, Inc,

Standard Contract Documents-URI Bid
Paideia Site Demolition
URI Project #KC.G.PDEA.2017.001

DIVISION 33 – UTILITIES

SECTION 33 05 14 - MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Modular precast concrete manholes and structures with tongue-and-groove joints with masonry transition to cover frame, covers, anchorage, and accessories.
 - 2. Bedding and cover materials.
 - 3. Pile support systems.
- B. Related Sections:
 - 1. Section 31 20 00 – Earth Moving
 - 2. Section 31 23 19 - Dewatering
 - 3. Section 33 41 13 - Storm Drainage Piping

1.2 REFERENCES

- A. American Association of State Highway Transportation Officials:
 - 1. AASHTO M288 - Geotextiles.
 - 2. AASHTO M306 - Drainage Structure Castings.
 - 3. AASHTO M91 - Sewer and Manhole Brick (Made from Clay or Shale).
- B. American Concrete Institute:
 - 1. ACI 530/530.1 - Building Code Requirements for Masonry Structures and Specifications for Masonry Structures.
- C. ASTM International:
 - 1. ASTM A48/A48M - Standard Specification for Gray Iron Castings.
 - 2. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM C478 - Standard Specification for Precast Reinforced Concrete Manhole Sections.ASTM C497 - Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
 - 4. ASTM C913 - Standard Specification for Precast Concrete Water and Wastewater Structures.

- 1.3 ASTM C923 - Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.

1.4 SUBMITTALS

- A. Shop Drawings: Indicate structure locations, elevations, pipe connection sizes and elevations of penetrations.
- B. Product Data: Submit manhole, catch basin covers, component construction, features, configuration, and dimensions.

1.5 QUALITY ASSURANCE

- A. Perform Work in accordance with State of Rhode Island Department of Transportation standard.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 years experience.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Comply with precast concrete manufacturer's instructions and ASTM C913 for unloading, storing and moving precast manholes and drainage structures.
- B. Store precast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- C. Mark each precast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.1 MANHOLES AND STRUCTURES

- A. Precast Reinforced Round Concrete Manholes, Catch basins, and Recharge Basins:
 - 1. Riser Sections:
 - a. ASTM C890.
 - b. Rubber composite, Infra-Riser or equal.
 - 2. Joints between riser sections as specified on Drawings or one of the following:
 - a. Rubber Gaskets: ASTM C 443.
 - b. Butyl Joint Sealant: ConSeal CS-202 by Concrete Sealants, Inc., 8917 S. Palmer Rd., P. O. Box 176, New Carlisle, OH 45344, (513) 845-8776 or ENGINEER approved equal.
 - 3. Concrete for Precast Units: Air content 6 percent by volume with an allowable tolerance of plus or minus 1.5 percent. Minimum compressive strength of 5,000 psi after 28 days.
 - a. Wall thickness for circular structures 12 feet deep or less: 5 inches.
 - b. Wall thickness for circular structures greater than 12 feet deep: 6 inches
 - 4. Load Rating: AASHTO HS-20 with 30% impact and 130 lb/cf equivalent soil pressure unless noted otherwise in the Drawings.

2.2 FRAMES AND COVERS

- A. Furnish materials in accordance with State of Rhode Island Department of Transpiration standards.

2.3 COMPONENTS

- A. Manhole and Structure Steps: Formed Steel reinforced copolymer polypropylene steps conforming to ASTM C478 rungs; inch diameter.

2.4 CONFIGURATION

- A. Shaft Construction and Concentric Cone or Flat Top Section: Reinforced Concrete pipe sections, lipped male/female joints, sleeved to receive sections.
- B. Shape: Cylindrical.
- C. Clear Inside Dimensions: 48 inch diameter or as indicated on Drawings.
- D. Design Depth: As indicated on Drawings.
- E. Clear Cover Opening: As indicated on Drawings.
- F. Pipe Entry: Furnish openings as indicated on Drawings.
- G. Structure Joint Gaskets: ASTM C361; rubber.
- H. Steps: 12 inches wide, 16 inches on center vertically, set into structure wall.

2.5 ACCESSORIES

- A. Mortar: ASTM C 270, Type M.
- B. Brick: ASTM C-32, Grade SS.
- C. Oil and Debris Hood
 - 1. The oil and debris hood is to be the Eliminator by Ground Water Rescue, Inc. or an approved equivalent. Install with a watertight at the opening in the precast concrete structure.
 - 2. Suppliers include, but are not limited to:
 - a. Billerica WinWater (Billerica, MA)
 - b. Scituate Concrete Pipe (Scituate, MA)
 - c. Water Supply LLC (North Andover, MA)

2.6 BEDDING AND COVER MATERIALS

- A. Bedding and backfilling to conform to the details shown on the Drawings.

2.7 FINISHING - STEEL

- A. Galvanizing: ASTM A123/A123M; hot dip galvanize after fabrication.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify items provided by other sections of Work are properly sized and located.
- B. Verify built-in items are in proper location, and ready for roughing into Work.
- C. Verify correct size of manhole and structure excavation.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe required by other sections.
- B. Do not install manholes and structures where site conditions induce loads exceeding structural capacity of manholes or structures.
- C. Inspect precast concrete manholes and structures immediately prior to placement in excavation to verify manholes and structures are internally clean and free from damage. Remove and replace damaged units.
- D. Openings in Precast and Cast-in-Place Concrete Risers: Provide openings and install pipe connectors in strict accordance with the recommendation of the connector manufacturer.

3.3 INSTALLATION - GENERAL

- A. Structures to be installed as indicated on Drawings.
- B. Excavation and Backfill:
 - 1. Excavate for manholes and structures in accordance with Section 31 20 00 in location and to depth shown. Provide clearance around sidewalls of manhole or structure for construction operations, granular backfill.
 - 2. When groundwater is encountered, prevent accumulation of water in excavations. Place manholes or structures in dry trench.
 - 3. Where possibility exists of watertight manhole or structure becoming buoyant in flooded excavation, anchor manhole or structure to avoid flotation.
- C. Place foundation slab, trowel top surface level.
- D. Install manholes and structures supported at proper grade and alignment on crushed stone bedding as shown on Drawings.
- E. Backfill excavations for manholes and structures in accordance with Section 31 20 00.

- F. Form and place manhole or structure cylinder plumb and level, to correct dimensions and elevations.
- G. Cut and fit for pipes.
- H. Set cover frames and covers level without tipping, to correct elevations.

3.4 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

- A. Construct concrete structures with precast reinforced riser sections to the dimensions shown in the Drawings.
- B. Lift precast manholes and structures at lifting points designated by manufacturer.
- C. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and manhole or structure remains clean.
- D. Set precast manholes and structures bearing firmly and fully on crushed stone bedding, compacted in accordance with Drawings.
- E. Assemble multi-section manholes and structures by lowering each section into excavation. Install rubber gasket joints between precast sections in accordance with manufacturer's recommendations. Lower, set level, and firmly position base section before placing additional sections.
- F. Remove foreign materials from joint surfaces and verify sealing materials are placed properly. Maintain alignment between sections by using guide devices affixed to lower section.
- G. Joint sealing materials may be installed on site or at manufacturer's plant. Seal joints between precast riser sections with material specified
- H. Verify manholes and structures installed satisfy required alignment and grade.
- I. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with mortar.
- J. Cut pipe to finish flush with interior of manhole or structure.

3.5 CASTINGS INSTALLATION

- A. Set frame and cover flush with finished grade.
- B. Set frames using mortar and masonry as indicated on Drawings. Install radially laid concrete brick with 1/4 inch thick vertical joints at inside perimeter. Lay concrete brick in full bed of mortar and completely fill joints. Where more than one course of concrete brick is required, stagger vertical joints.

- C. Set frame and cover 2 inches above finished grade for manholes and other structures with covers located within unpaved areas to allow area to be graded away from cover beginning 1 inch below top surface of frame.

3.6 FIELD QUALITY CONTROL

- A. Vertical Adjustment of Existing Manholes and Structures:
 - 1. Where required, adjust top elevation of existing manholes and structures to finished grades shown on Drawings.
 - 2. Reset existing frames, grates and covers, carefully removed, cleaned of mortar fragments, to required elevation in accordance with requirements specified for installation of castings.
 - 3. Remove concrete without damaging existing vertical reinforcing bars when removal of existing concrete wall is required. Clean vertical bars of concrete and bend into new concrete top slab or splice to required vertical reinforcement, as indicated on Drawings.
 - 4. Clean and apply sand-cement bonding compound on existing concrete surfaces to receive cast-in-place concrete in accordance with Section 03 30 00.

END OF SECTION

SECTION 33 41 13 - STORM DRAINAGE PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Storm drainage piping.
 - 2. Accessories.
 - 3. Underground pipe markers.
 - 4. Bedding and cover materials.
 - 5. Concrete encasement and cradles.

- B. Related Sections:
 - 1. Section 03 30 00 - Cast-In-Place Concrete
 - 2. Section 31 20 00 – Earth Moving
 - 3. Section 31 23 19 - Dewatering.
 - 4. Section 33 05 14 - Manholes and Structures

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
 - 2. AASHTO M36/M36M - Corrugated Steel Pipe, Metallic-Coated, for Sewers and Drains.
 - 3. AASHTO M86 - Concrete, Sewer, Storm Drain, and Culvert Pipe. AASHTO M170 - Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe.
 - 4.
 - 5. AASHTO M196/M196M - Corrugated Aluminum Pipe for Sewers and Drains.
 - 6. AASHTO M198 - Joints for Circular Concrete Sewer and Culvert Pipe Using Flexible Watertight Gaskets.
 - 7. AASHTO M206 - Reinforced Concrete Arch Culvert Storm Drain, and Sewer Pipe.
AASHTO M207 - Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe.
 - 8.
 - 9. AASHTO M252 - Corrugated Polyethylene Drainage Tubing.
 - 10. AASHTO M264 - Acrylonitrile-Butadiene-Styrene (ABS) and Poly Vinyl Chloride (PVC) Composite Sewer Piping.
 - 11. AASHTO M278 - Class PS 50 Polyvinyl Chloride (PVC) Pipe.
 - 12. AASHTO M288 - Geotextiles.
 - 13. AASHTO M294 - Corrugated Polyethylene Pipe, 12- to 36-in Diameter.

- B. ASTM International:
 - 1. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 2. ASTM A746 - Standard Specification for Ductile Iron Gravity Sewer Pipe.
 - 3. ASTM C14 - Standard Specification for Concrete Sewer, Storm Drain, and Culvert Pipe.
ASTM C76 - Standard Specification for Reinforced Concrete Culvert, Storm Drain, and

Sewer Pipe.ASTM C443 - Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.

- 4.
5. ASTM C969 - Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.
6. ASTM C969M - Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines (Metric).
7. ASTM C924 - Standard Practice for Testing Concrete Pipe Sewer Lines by Low-Pressure Air Test Method.
8. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³ (600 kN-m/m³)).
9. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³ (2,700 kN-m/m³)).
10. ASTM D2235 - Standard Specification for Solvent Cement for Acrylonitrile-Butadiene-Styrene (ABS) Plastic Pipe and Fittings.
11. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
12. ASTM D2564 - Standard Specification for Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Piping Systems.
13. ASTM D2729 - Standard Specification for Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
14. ASTM D2751 - Standard Specification for Acrylonitrile-Butadiene-Styrene (ABS) Sewer Pipe and Fittings.
15. ASTM D2855 - Standard Practice for Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
16. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
17. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
18. ASTM D3034 - Standard Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
19. ASTM D3350 - Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.
20. ASTM F405 - Standard Specification for Corrugated Polyethylene (PE) Pipe and Fittings.
21. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
22. ASTM F667 - Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data indicating pipe material, dimensions, joints, fittings and pipe and accessories.
- C. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Project Record Documents:
 - 1. Accurately record actual locations of pipe runs, connections, manholes, inlets, catch basins, and invert elevations.
 - 2. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.5 QUALITY ASSURANCE

- A. The manufacturer/supplier is responsible for the provision of all test requirements specified for each pipe and/or fitting.
- B. Inspection of the pipe may also be made after delivery. The pipe is subject to rejection at any time due to failure to meet any of the specification requirements, even though pipe samples may have been accepted as satisfactory at the place of manufacture. Mark rejected pipe after delivery for identification and remove from the site at once.

1.6 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum 3 years experience.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Block individual and stockpiled pipe lengths to prevent moving.
- B. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
- C. Do not place pipe flat on ground. Cradle to prevent point stress.
- D. Store UV sensitive materials out of direct sunlight.
- E. Inspect all materials before placement and replace any defective material found from any cause, including damage caused by handling. Replace any materials determined by the Engineer to be unacceptable.

1.8 COORDINATION

- A. Coordinate the Work with termination of storm sewer, trenching, connection to University Storm Drain system with Facilities Department.
- B. Coordinate unrecorded or variations in site conditions, and corresponding adjustments to construction requirements.

PART 2 PRODUCTS

2.1 STORM DRAINAGE PIPING

- A. High Density Corrugated Polyethylene Pipe and Fittings: ASTM D3350 smooth interior, inside nominal diameter as indicated on the Drawings.
1. High density polyethylene conforming to the following minimum requirements of cell classification:
 - a. 424420C for 4 to 10 inches.
 - b. 435400C for 12 to 60 inches diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%.
 - 1) Comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.
 2. 4 to 10 inches: AASHTO M252, Type S.
 3. 12 to 60 inches: AASHTO M294, Type S or ASTM F2306.
 - a. Comply with the notched constant ligament-stress (NCLS) test as specified in Sections 9.5 and 5.1 of AASHTO M294 and ASTM F2306, respectively.
 4. Pipe and fittings to be manufactured by the same company.
 5. Pipe to be joined with a gasketed integral bell & spigot joint meeting ASTM F2736 for respective diameters.
 - a. 12 to 60 inches Watertight according to the requirements of ASTM D3212.
 - 1) Reinforced bell with a polymer composite band installed by the manufacturer
 - b. Spigots gaskets meet the requirements of ASTM F477 by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. Use a joint lubricant available from the manufacturer on the gasket and bell during assembly.
 6. Fittings to conform to ASTM F2736, ASTM F2881 and AASHTO MP-21-11, for the respective diameters.
 7. All materials for storm drainage system to be new and unused.
 8. Manufacturers:
 - a. Advanced Drainage Systems (ADS).
 - b. Contech Construction Products, Inc.
 - c. Hancor, Inc.
 - d. Engineer approved equivalent.

2.2 UNDERGROUND PIPE MARKERS

- A. Plastic Ribbon Tape: Bright colored, continuously printed, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service.

2.3 BEDDING AND COVER MATERIALS

- A. Backfill and Bedding in accordance with all manufacturers recommended guidelines.
- B. As indicated on Drawings.

2.4 CONCRETE ENCASEMENT AND CRADLES

- A. If necessary, concrete as specified in Section 03 30 00.

2.5 FINISHING - STEEL

- A. Galvanizing: ASTM A123/A123M; hot dip galvanize after fabrication.
- B. Galvanizing for Nuts, Bolts and Washers: ASTM A153/A153M.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify trench cut and excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings. Notify Engineer and Owner of discrepancies.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with coarse aggregate.
- B. Remove large stones and other hard or organic matter capable of damaging piping or impeding consistent backfilling or compacting.

3.3 EXCAVATION AND BEDDING

- A. Excavate pipe trench in accordance with Section 31 20 00. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Dewater excavations in accordance with Section 31 23 19 to maintain dry conditions to preserve final grades at bottom of excavation.
- C. Place bedding material at trench bottom, level materials in continuous layers not exceeding 8 inches compacted depth.
- D. Install pipe on compacted subgrade meeting bedding requirements. Cradle bottom 20 percent of diameter to avoid point load.
- E. Compact according to requirements.
- F. Place geotextile fabric over backfill.

3.4 INSTALLATION - PIPE

- A. Lay all pipes accurately to the lines and grades as indicated on Drawings.
- B. Install pipe, fittings, and accessories in accordance with ASTM D2321. Seal joints watertight.
- C. Maximum fill heights depend on embedment material and compaction level; refer to manufacturer's recommendations and installation guidelines.

- D. Excavation, backfilling and compaction as specified in manufacturers most current published installation guidelines
- E. Maintain optimum moisture content of bedding material to attain required compaction density.

3.5 INSTALLATION - DRAINAGE STRUCTURES

- A. Install catch basins, inlets, and manholes in accordance with Section 33 05 14.

3.6 FIELD QUALITY CONTROL

- A. Clean the entire drainage system of all debris and obstructions after site stabilization. This includes the removal of all formwork from structures, concrete and mortar droppings, construction debris and dirt. Furnish all necessary hose, pumps, pipe and other equipment that may be required for this purpose. Do not flush debris into existing drains, underground stormwater chambers, storm drains and/or streams.
- B. Request inspection prior to and immediately after placing aggregate cover over pipe.
- C. Final Inspection: Inspect the entire drainage in the presence of the Engineer upon completion of the work, and before final acceptance. The work is not complete until all requirements for line, grade, cleanliness, and other requirements have been met.
- D. Compaction Testing: In accordance with ASTM D1557 or AASHTO T180.
- E. When tests indicate work does not meet specified requirements, remove work, replace and retest.

3.7 PROTECTION OF FINISHED WORK

- A. Protect pipe and aggregate cover from damage or displacement until backfilling operation is complete.
 - 1. Take care not to damage or displace installed pipe and joints during construction of pipe supports, backfilling, testing, and other operations.
 - 2. Repair or replace pipe that is damaged or displaced from construction operations.

END OF SECTION

SECTION 33 49 23 – STORMWATER UNDERGROUND RETENTION CHAMBERS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Stormwater drainage systems for building roof drainage and site area drainage.
 - 2. Installation of the underground stormwater chambers.
 - 3. Bedding and cover materials.
- B. Related Sections:
 - 1. Section 31 23 16 – Earth Moving
 - 2. Section 31 25 00 – Erosion and Sedimentation Controls
 - 3. Section 33 05 14 – Manholes and Structures
 - 4. Section 33 41 00 – Storm Drainage Piping.

1.2 ABBREVIATIONS

- A. PP: Polypropylene
- B. HDPE: High Density Polyethylene
- C. PE: Polyethylene
- D. PVC: Polyvinyl Chloride
- E. ASTM – American Society for Testing and Materials
- F. AASHTO – American Association of State Highway and Transportation Officials
- G. ADS – Advanced Drainage Systems Inc.
- H. ISI – Infiltrator Systems Incorporated
- I. TSS – Total Suspending Solids

1.3 DEFINITIONS

- A. Stormwater Chamber System: All products associated with the drainage system including but not limited to chambers, end caps, pipe, fittings, stone, geotextile, and drainage structures.
- B. Subsurface Drainage System: Refers to the StormTech/ LandSaver subsurface stormwater chamber system.
- C. Manifolds and manifold piping refer to the piping system to inlet and outlet rows of chambers.

- D. STORMTECH and LANDSAVER brand names are considered interchangeable within this section and are referred to as CHAMBER MANUFACTURER hereafter.
- E. ADS and HANCOR brand names are considered interchangeable within this section.

1.4 REFERENCES

- A. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO LRFD Bridge Design Specifications Section 3 – Loads and Load Factors
 - 2. AASHTO LRFD Bridge Design Specifications Section 12 – Buried Structures and Tunnel Liners
 - 3. AASHTO M 43 – Standard Specification for Sizes of Aggregate for Road and Bridge Construction
 - 4. AASHTO M 288 – Standard Specification for Geotextile Specification for Highway Applications
 - 5. AASHTO M 294 – Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm Diameter
- B. American Society for Testing and Materials (ASTM)
 - 1. ASTM F 2418 Standard Specification for Polypropylene (PP) Corrugated Wall Stormwater Collection Chambers
 - 2. ASTM D 2321 – Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
 - 3. ASTM F 2306 – Standard Specification for 12 to 60 in. 300 to 1500 mm Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity Flow Storm Sewer and Subsurface Drainage Applications

1.5 ADMINISTRATIVE REQUIREMENTS

- A. Pre-installation Meetings
 - 1. Meet with StormTech/ LandSaver representative prior to installation to discuss the chamber system installation.
 - a. Contact StormTech/ LandSaver at least 30 days prior to system installation to arrange a pre-installation consultation.
- B. Sequencing
 - 1. Coordinate the installation of the subsurface stormwater chamber system with the installation of permanent structures on site.
 - a. Construction loads for permanent structures may require the subsurface chamber system to be installed after the permanent structure(s) on site.
 - 2. Coordinate stormwater chamber system connections to off site storm sewer with the appropriate agency having jurisdiction.
 - 3. Coordinate stormwater chamber system connections to existing on-site storm sewer
 - 4. Coordinate with building roof drainage systems
 - 5. Coordinate with other utility work.

1.6 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

- B. Shop Drawings: Indicate structure size locations, elevations, pipe size connections and elevations.
- C. Product Data: Submit data for features, configuration and dimensions, as indicated on the Drawings, for the following:
 - 1. Underground Storage chambers and end caps.
 - 2. Manifolds
 - 3. HDPE pipe.
- D. Product Installation Instructions.
- E. Inspection and Maintenance Instructions.

1.7 QUALIFICATIONS

- A. Manufacturer: All chamber and end cap products must be produced in an ISO 9001 certified manufacturing facility or demonstrate at least 5 years of experience in the production of similar products.

1.8 DELIVERY, STORAGE AND HANDLING

- A. Comply with manufacturer's instructions for unloading, storing and moving structures.
- B. Protect against impact, shock and free fall. Use only equipment of sufficient capacity and proper design in the handling of the pipe. Store pipe on the Project site accordance with the pipe manufacturer's recommendations.
- C. Store structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Check all materials upon delivery to assure that the proper chamber size and plastic pipe and pipe fittings have been received.
- E. Check the chambers for shipping damage prior to installation. Units that have been damaged must not be installed. Contact chamber manufacturer immediately upon discovery of any damage. Chambers may be left palletized until the units are ready to be installed.
- F. Protect chamber and chamber fittings from dirt and damage.
- G. Refer to the fabric manufacturer's guidance handling and storage of fabric products on site.

PART 2 PRODUCTS

2.1 STORMWATER CHAMBER SYSTEM

- A. Manufacturers:
 - 1. StormTech, LLC
 - 2. Advanced Drainage Systems, Inc.
 - 3. Infiltrator Systems, Inc.

4. Hancor, Inc. (LandSaver Chambers)
- B. Chamber Options
1. Only stormwater chamber systems evaluated by a licensed design engineer and found to meet AASHTO section 12.12 safety factors are allowed. Chamber systems allowed under this specification include:
 - a. Chambers produced in accordance with ASTM F 2418
 - b. StormTech SC-310 = LandSaver LS-1633
 - c. StormTech SC-740 = LandSaver LS-3051
- C. Performance
1. Submit a structural evaluation by a registered structural engineer that demonstrates that the safety factors specified in the AASHTO LRFD Bridge Design Specifications, Section 12.12 are met. The 50-year creep modulus data specified in ASTM F 2418 must be used as part of the AASHTO structural evaluation to verify long-term performance.
 2. Allow only mechanical and material properties that were determined in accordance with ASTM test methods for structural design of the chambers.
 3. Only chambers affixed with the ASTM F 2418 designation meet ASTM F 2418. Submit design summary by the manufacturer that demonstrates that the system is designed to convey peak flow rates without scour of foundation stone.
 4. Equivalent strength: Based on structural design of reinforced concrete as outlined in ACI 318.
- D. Materials
1. Chamber
 - a. Injection molded from virgin polypropylene resin and may be yellow or blue in color.
 - 1) StormTech = yellow
 - 2) LandSaver = blue.
 - b. Provide continuous, unobstructed internal space with no internal support panels in order to provide ease of access for inspection and maintenance functions.
 - c. Provide an optional 4-inch cut-out to allow for the installation of inspection ports. Inspection ports installed and constructed per project plans.
 - d. Open-bottomed.
 - e. Provide an overlapping corrugation joint system to allow chamber rows of almost any length to be built. Cut at 6.5" increments at the job site to improve site optimization and reduce product waste.
 2. End Caps
 - a. Injection molded from polyethylene resin to allow prefabricated pipe connections with polyethylene pipe.
 - b. Terminate all chamber rows with an end cap specifically designed to fit any corrugation of the stormwater chamber.
 - c. Curved face capable of resisting typical horizontal and vertical loads.
 - d. Provide cutting guides to allow easy field cutting for various diameters of pipe. Cutting guides to be located at both the top and bottom of each end cap.
 3. Manifold Piping
 - a. Designed to ensure that peak flows are distributed to the rows of chambers without scour of foundation stone.
 - b. HDPE piping such that accepted equations of hydraulics can be used as a basis for design.

4. Fabric
 - a. Fabric between the chamber bottom and the stone foundation located along the entire length of the Isolator™ Row and the first 12.5 ft of all inlet rows:
 - 1) AASHTO M288 Class 1 Woven for sediment capture, filtration and scour protection.
 - b. Fabric between the top of the Isolator™ Row chambers and the embedment stone and surrounding the entire chamber system:
 - 1) AASHTO M288 Class 2 Non-Woven for filtration.
 - c. If required, a thermoplastic liner may be installed around the entire system to prevent water migration. See manufacturer's Tech Sheet #2 for guidance on thermoplastic liners for the system.

2.2 STORMWATER TREATMENT SYSTEMS

- A. Provide a minimum of 80% of TSS removal.
- B. Stormwater treatment system inspection and maintenance to be in accordance with Section 3 of this specification and the product manufacturer has published guidance.
- C. Provide an Isolator™ Row or approved equivalent for stormwater treatment and system maintenance.
 1. An Isolator™ Row is a chamber row enclosed in geotextile fabric for sediment capture and maintenance.

2.3 ACCESSORIES

- A. Spacers can be used to obtain the required minimum spacing between chamber rows.
- B. Pipe plugs can be used during construction on all inlet pipes to the stormwater chamber system to prevent construction sediment from entering the Isolator™ Row system. Pipe plugs to be removed once construction of the system is complete and no further construction sediment loading is expected

2.4 BEDDING AND COVER MATERIALS

- A. Foundation, bedding and cover stone in accordance with the chamber manufacturer's installation instructions.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 01 30 00 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Inspect chambers, pipe and drainage structures prior to installation and replace any defective or damaged product accordingly.

- C. Verify items provided by other sections of Work are properly sized and located.
- D. Verify correct size and depth of excavation.

3.2 PREPARATION

- A. General
 - 1. Contact local underground utility companies prior to construction.
 - 2. Apply erosion and sediment control measures to protect the stormwater system during all phases of site construction per local codes and Engineer's specifications.
- B. Site Preparation
 - 1. Ensure excavation is free of standing water. Dewatering measures must be taken if required.
 - a. When groundwater is present in the work area, dewater to maintain stability of in-situ and imported materials. Maintain water level below pipe bedding and foundation to provide a stable trench bottom.
- C. Prepare the chamber bed's subgrade soil as indicated on Drawings. Requirement for subgrade soil bearing capacity must meet or exceed the chamber manufacturer's allowable subgrade soil bearing capacity. Report any discrepancies with subgrade soil bearing capacity to the design engineer.

3.3 INSTALLATION

- A. Excavation and Backfill:
 - 1. Excavate for chambers in accordance with Section 31 20 00 in location and to depth shown. Provide clearance around sidewalls of structure for construction operations.
 - 2. When groundwater is encountered, prevent accumulation of water in excavations. Place chamber in dry excavation.
- B. Install per the latest manufacturer's installation instructions.
 - 1. See Section 1.6 for manufacturer pre-installation meeting information.
 - 2. Chamber products must be designed and installed in accordance with the manufacturer's minimum requirements. Failure to do so will void the manufacturer's limited warranty.
- C. Install all drainage structures, pipe and chambers in the locations as indicated on Drawings and/or as approved by the Owner. Pipe to be of the type and sizes as indicated on Drawings and laid accurately to line and grade.
- D. Install chamber system flat or at constant slope between points and elevations indicated on Drawings.
- E. Accurately locate and properly orient all structures.
- F. Construct fabric and stone foundation per chamber manufacturer's installation instructions.
- G. Construct the chamber bed by joining the chambers lengthwise in rows. Attach chambers by overlapping the end corrugation of one chamber onto the end corrugation of the last chamber in the row.

- H. Stone placement between chamber rows and around perimeter must following instructions as indicated in the most current version of the chamber manufacturer's installation instructions.
- I. Refer to the chamber manufacturer's installation instructions for a table of acceptable vehicle loads at various depths of cover. The contractor is responsible for preventing vehicles that exceed the chamber manufacturer's requirements from traveling across or parking over the chamber system. Temporary fencing, warning tape and appropriately located signs are commonly used to prevent unauthorized vehicles from entering sensitive construction areas.
- J. Refer to the chamber manufacturer's installation instructions for minimum requirements for backfill material above the stormwater chamber system.
- K. See pipe manufacturer's installation instructions for pipe assembly and for guidance on installing the plastic pipe fittings to the chamber system.

3.4 FIELD QUALITY CONTROL

- A. Mandatory Engineer Field Visits:
 - 1. Mandatory field visit notification to and approval by the Engineer is required at the following stages prior to proceeding with next phase of construction.
 - a. Bottom of Bed: Excavate the bioretention area to the bottom invert of the subdrain system and install the filter fabric along the excavation side walls.
 - b. Cover: Install underdrain, perforated pipe, gravel and filter fabric on top of the underdrain gravel as specified in the drawings.
 - 2. Take appropriate remedial action to repair any deficiencies identified during the above Engineer field visits

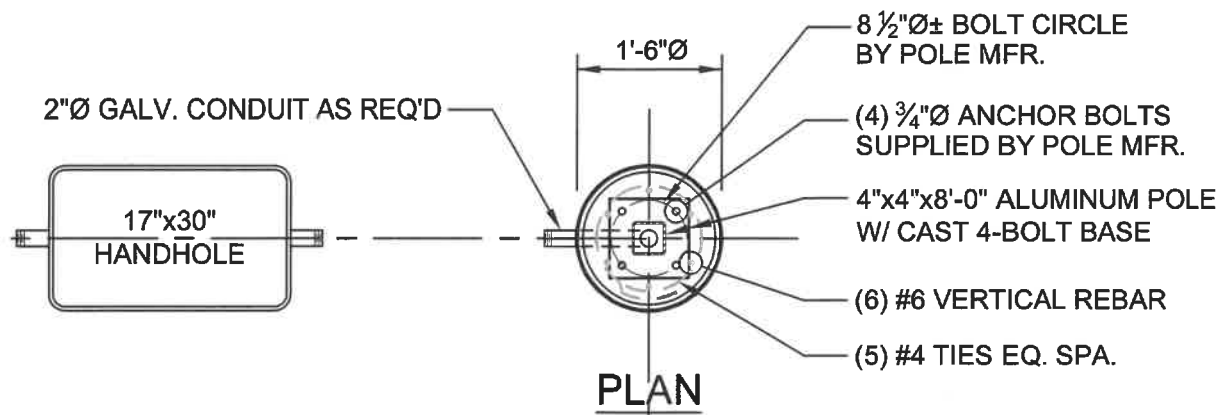
3.5 PROTECTION

- A. Protect all inlets to the stormwater chamber system during construction. As noted in Section 2.4, pipe plugs may be used in the inlet manhole pipes to prevent construction sediments from clogging the system. Once construction has ceased, the pipe plugs are removed to allow normal system functionality.
- B. All inlet and outlet structures should be protected against construction sediments.

3.6 INSPECTION AND MAINTENANCE

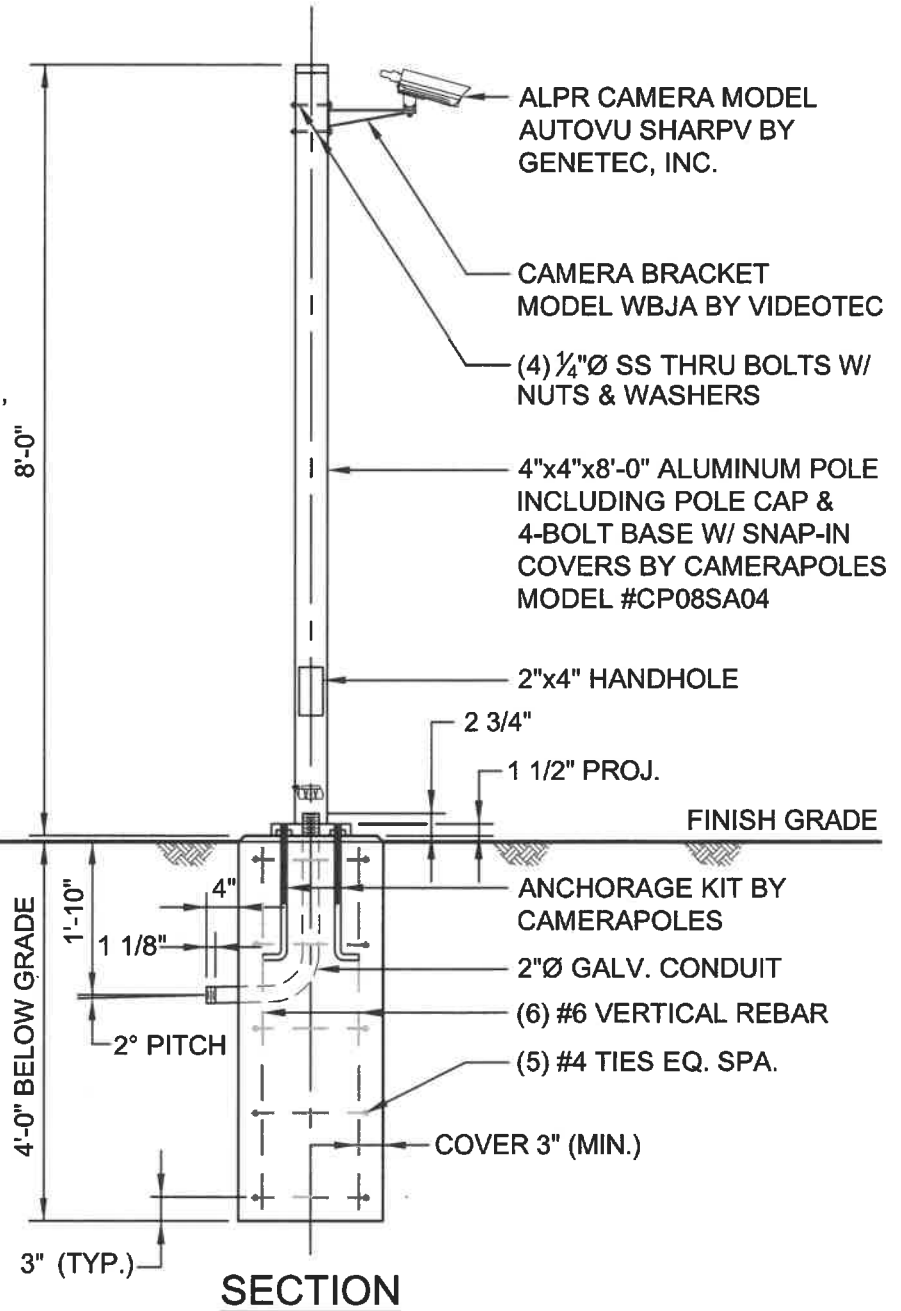
- A. As noted in Section 2.02, chambers may incorporate an optional cut-out to allow for inspection of the stormwater system during normal operations.
 - 1. Inspection can also be accomplished through the inlet manhole connected to the Isolator™ Row, which may require confined space entry certification of the inspector.
- B. Refer to the chamber manufacturer's Isolator™ Row Operation and Maintenance manual for guidance on inspection intervals during normal system operation.
- C. Maintenance of the Isolator™ Row shall utilize a JetVac process to remove sediments that have accumulated in the Isolator™ Row over time.

END OF SECTION



NOTES:

1. SHALL BE IN ACCORDANCE WITH SECTION T.08 OF THE R.I. STANDARD SPECIFICATIONS.
2. 2"Ø GALVANIZED CONDUIT WITH 92° BEND AND 1'-6" RADIUS PROJECTING 2¾" AS SHOWN.
3. ANCHORAGE KIT SHALL BE SUPPLIED BY CAMERAPOLES AND WILL INCLUDE (4) ¾"Øx17"x3" L-SHAPED STEEL ANCHOR BOLTS, (4) HEX NUTS, (4) FLAT & (4) LOCK WASHERS, ALL GALVANIZED STEEL.
4. FOUNDATION DESIGN IS BASED ON COMPETENT GRANULAR SOIL CONDITIONS. A SPECIAL DESIGN IS REQUIRED IF FIELD CONDITIONS VARY FROM THIS.
5. CAMERA, BRACKET & POLE INCLUDING HARDWARE SHALL HAVE A BLACK FINISH.



**THE UNIVERSITY OF RHODE ISLAND
AUTOMATIC LICENSE PLATE
RECOGNITION (ALPR)
KINGSTON, RHODE ISLAND**



**ALPR CAMERA, POLE &
FOUNDATION DETAILS**

SharpV

Automatic License Plate Recognition Device

Know who's in your facility

The Genetec AutoVu™ SharpV is a specialized, all-in-one automatic license plate recognition (ALPR) camera designed to simplify deployments from specification through installation. Versatile and accurate, the SharpV is suited for fixed ALPR installations, such as monitoring entries and exits or capturing license plates at high-speeds on city-streets and highways.

The SharpV is ideally suited for a range of applications, from managing off-street parking lots and facilities to covering major city access points for wanted vehicles. The SharpV is also capable of simultaneously streaming ALPR and video data to Security Center, the Genetec security platform, where it can be unified with plate reads from mobile ALPR vehicles, surveillance camera streams and access control events in a single system.



Features

On-board ALPR processing ensures performance and scalability

Varifocal lenses ease specification and design

Power over Ethernet Plus (PoE+) enabled to simplify deployment

IP67-rated enclosure allows for operation in extreme weather conditions and harsh environments

Built-in illumination for around-the-clock operation

Simultaneously read license plates and stream high-resolution contextual color video

On-board I/Os for integration to induction loops or gates

Benefits

See more – Equipped with high-resolution ALPR and context cameras as well as on-board illumination, the SharpV covers a wide field-of-view and provides high-quality images and video, day or night.

Intelligence at the Edge – With processing on-board, the SharpV brings ALPR intelligence to the edge of your system. Since only plate read data needs to be transferred over the network, this means decreased data load on the network and server as all the image processing and analysis is done in the unit. The cameras are not dependent on the server, hence providing uninterrupted coverage even when connectivity goes down.

Unify on a Single Platform – The SharpV can be enrolled within Security Center as a surveillance camera for streaming and recording video. On-board I/Os can be used to trigger reads based on sensors to increase capture rates or open gates based on credentials associated to the plates.

Simplify Specification and Installation – The SharpV is built to facilitate deployment. As a varifocal PoE+ device, the reading distance, magnification and cabling are easily adjustable on site, reducing system design and specification effort. Meanwhile, the modern HTML5 web portal simplifies configurations and maintenance.

Specifications

ALPR camera sensor

1280 x 960 @ 30 fps; monochrome; global shutter

Capture range

Standard Range: 9–60 ft (3–18.25 m)

Long Range: 60–115 ft (18–35 m)

Dimensions

2.5 in x 7.6 in x 8.5 in (2.7 high with sunshield for black version)

(63 mm x 192 mm x 214 mm)

Weight

5.04 lb (2.29 kg)

Illuminator

Pulsed LED illuminator for effective use in

0 lux (total darkness) environments

940nm, 850nm, 740nm and 590nm illumination wavelengths available

Context camera sensor (not in ITS model)

1280 x 960 @ 30 fps; color; global shutter

Available color(s)

Security White / Black

Operating Temperature

-40°F to 140°F (-40°C to 65°C) ambient

On-board Analytics

Single-camera speed estimation, direction of travel and virtual loop

Power supply

PoE+ (Power-over-Ethernet) - 802.3at Type 2 (25.5 W)

Cabling

Cat5e cable

(special connector provided for IP67 rating)

Sealing (Water/Dust Protection)

IEC 60529: IP66/IP67

Still image compression

JPEG compression for ALPR and Context still images

External interface

1 x 10/100/1000 Base-T Ethernet port

Video streaming

H.264 @ up to 30 fps; MJPEG @ up to 15 fps

Vibration & Shock

IEC 60068-2-64: 5~100Hz | 0.5 g rms

IEC 60068-2-27: 10g | 16ms half-sine

NEMA TS-2: 5~30 Hz | 0.5 g double-amplitude

Electromagnetic immunity & emissions

FCC part 15 Subpart B | ICES-003 Issue 4 | CISPR32 / EN55032 |

CISPR 24 / EN 55024

EMC Directive (CE marking)

2014/30/EU

External I/Os

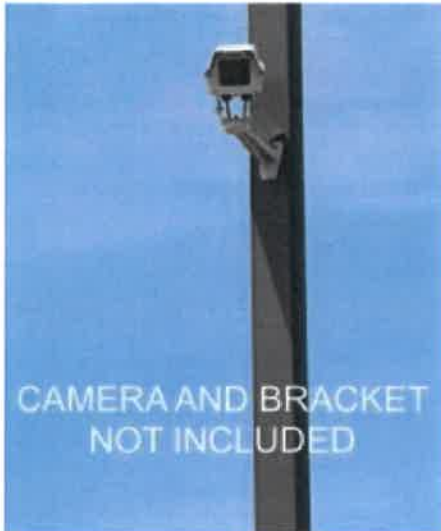
2 inputs / 2 outputs (opto-isolated)

Mounting

Pole and Wall Mount included



8 ft. Square Aluminum Camera Pole | CP08SA04



\$528.00 (Excl. Tax)

Finish - Options *

Please select a finish option

How many ?

Category

Square Aluminum Poles

Catalog No: CP-08SA04

FREE SHIPPING

We carry a variety of poles, can customize the length and color per your specifications

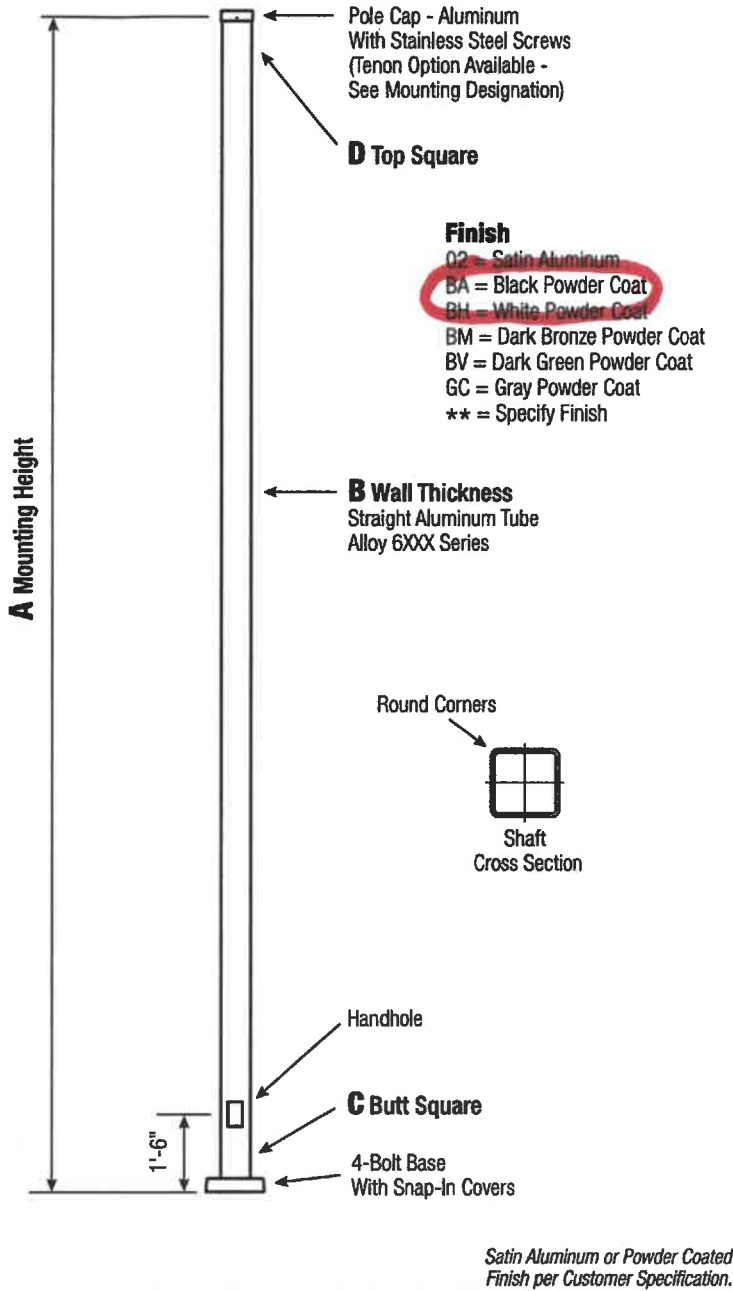
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8 ft Square Aluminum Pole



CP08SA04

FINISH

Pole

The pole shaft will be constructed of seamless extruded tube of 6XXX Series Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated after base weld.

Base Style

4-Bolt Cast Aluminum Base Flange of Alloy 356-T6 with Aluminum Snap-In Bolt Covers.

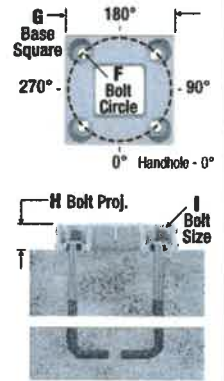


Handhole

2" x 4" Handhole with curved Lap Style Aluminum Door and two (2) Stainless Steel Self-Tapping Attaching Screws. A Grounding Provision incorporating a tapped 1 1/4"-20NC hole is provided opposite the Handhole.

Anchorage

Anchorage Kit will include four (4) L-shaped Steel Anchor Bolts conforming to AASHTO M314-90 Grade 55. Ten inches (10") of threaded end will be galvanized per ASTM A153. Kits will contain four (4) Hex Nuts, four (4) Lock Washers, and four (4) Flat Washers (all components Galvanized Steel). A bolt circle template will be provided.



Vibration Damper

When determined necessary by Camera Poles, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.

EPA Notes

Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the total weight shown. Increased total weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult us.



800 E. Northwest Highway
Suite 700
Palatine, IL 60074
(888) 364-8802
www.camerapoles.org

A MTC. HGT.	B WALL THICKNESS	C BUTT SQUARE	TOTAL WEIGHT	MAXIMUM EPA					O L D CAT. NUMBER	CATALOG NUMBER
				90	100	110	120	130		
08	0.125"	4	100	23.2	18.4	17.2	14.2	11.8	11-043	CP08SA04
C BUTT SQ.	D TOP SQ.	F BOLT CIR. DIA.	G BASE SQ.	H BOLT PROJ.	I BOLT SIZE					
4	4	8.5 - 9.5	9.875	1.5	.75 x 17 x 3					

Dimensions in Inches

CUT SHEET



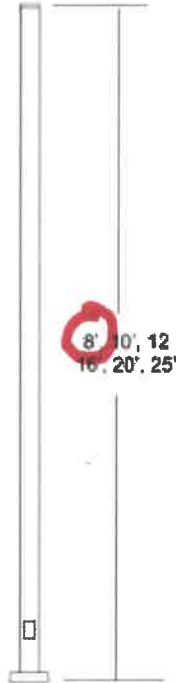
Pole Lengths: 8 ft.

Material: This square aluminum camera pole is ideal for many cctv, surveillance equipment. The pole shaft is extruded tube of 6063 aluminum alloy per ASTM B221. Heat treated after welding. No longitudinal welds.. Our Aluminum camera poles are designed to American Association of State Highway & Transportation Officials (AASHTO) standards and meet all applicable material ASTM standards.

Finishes: Please select from: **Black**, Bronze, White, Gray, or Natural Aluminum finish.

Dimensions:

- Height: 8'
- Bolt Diameter: 8.5" - 9.5"
- Bolt Projection: 1.5"
- Base Diameter: 9.875"
- Wall Thickness: 0.125"
- Butt Diameter: 4"
- Top Diameter: 4"



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GENERAL PURPOSE CAMERA HOUSINGS, BRACKETS

WBJA WALL MOUNT BRACKET

Made of aluminium
Fully adjustable swivel head
Load rating: 25kg (55lb)
Length: 285mm (11in)



WBJA

WBMA WALL MOUNT BRACKET

Made of aluminium
Fully adjustable swivel head
Load rating: 25kg (55lb)
Length: 204mm (8in)



WBMA

WBOVA2 WALL MOUNT BRACKET

Made of aluminium
Fully adjustable swivel head
Internal cable management
Load rating: 25kg (55lb)
Length: 204mm (8in)
The sealing rings OWBIP2 or OWBIP3 ensure an IP66 protection to the housing
Unit weight: 0.6kg (1.3lb)



WBOVA2

WBOV3A2 WALL BRACKET WITH SUPPORT PLATE AND WEATHERPROOF JUNCTION BOX

Made of aluminium
Internal cable management directly to the box
Load rating: 25kg (55lb)
Length: 204mm (8in)
The sealing rings OWBIP2 or OWBIP3 ensure an IP66 protection to the housing



WBOV3A2

WBLA WALL BRACKET FOR HGV

Solid, anticorrosion aluminium construction
Load rating: 70kg (154lb)
Length: 457.5mm (18,7in)



WBLA

WCM3A CEILING MOUNT

Made of aluminium
Fully adjustable swivel head
Load rating: 15kg (33.5lb)
Length: 300mm (11.8in)



WCM3A

WCM4A2 CEILING MOUNT

Made of aluminium tube
Internal cable management
Load rating: 15kg (33.5lb)
Length: 412mm (16.2in)



WCM4A2

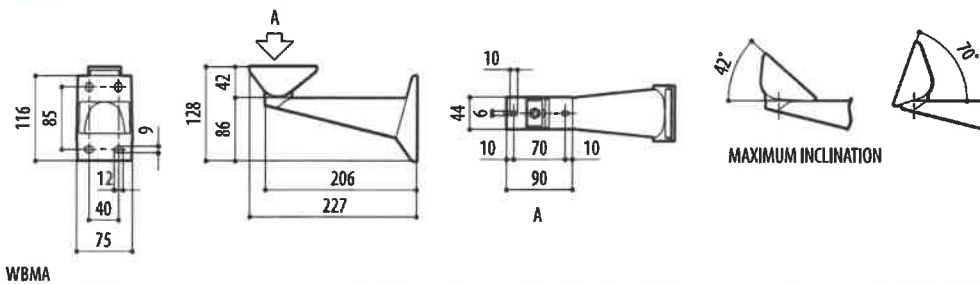
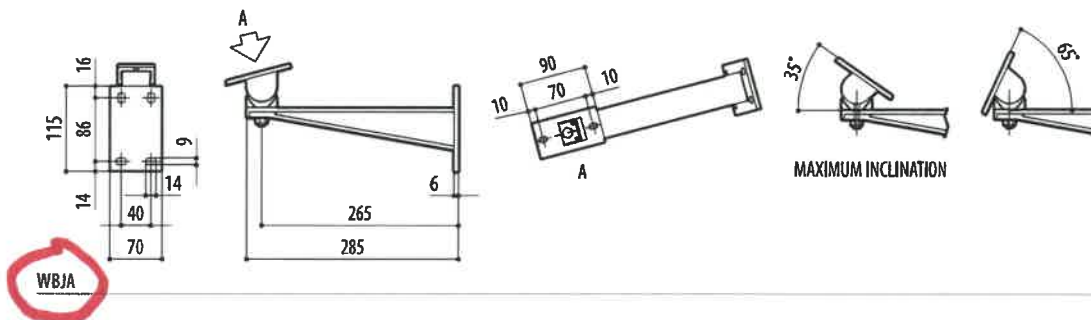


GENERAL PURPOSE CAMERA HOUSINGS, COMPATIBILITY HOUSINGS/BRACKETS

Bracket	Wall					Ceiling			Column	Pole mount adaptor		Corner mount adaptor	Support plate adaptor
	WBLA	WBJA	WBMA	WBOVA2	WBOV3A2	WCM3A	WCM4A2	WCM5A	FWCA	DBHWGC	WSFPA	WCWA	WCPA
HOV	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
HOV Hi-PoE IPM	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
HTV	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
PUNTO	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
PUNTO Hi-PoE	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
VERSO COMPACT	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
VERSO	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
VERSO Hi-PoE IPM	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
VERSO POLAR	-	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
HEG	-	✓	-	-	-	-	-	✓	✓	✓	✓	✓	✓
HTG	-	✓	-	-	-	-	-	✓	✓	✓	✓	✓	✓
HEK	-	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
HEB	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
HGV	✓	-	-	-	-	-	-	-	-	-	-	-	-

TECHNICAL DRAWINGS

The dimensions of the drawings are in millimetres.



WBMA



To Select the Enclosure You Need for Your Application:

- 1 Determine UL Requirements
- 2 Determine Load Ratings
- 3 Determine Handhole Opening Size
- 4 Select Cover Series & Style**
- 5 Select Box Style
- 6 Determine Options & Hardware

4 Other Cover Styles

LG Style Covers

32% lighter in weight as compared to the PG covers.

- Design Load: 5,000 lbs. over a 10" square with a minimum test load of 7,500 lbs. (ANSI Tier 5)

Overlapping Covers

Available in sizes 30" x 48", 30" x 60", and 36" x 60". Eliminates soil infiltration and allows for easy cover removal. Not recommended for sidewalks.

- Design Load: Available in either CA or HA ratings. (ANSI Tier 5, 8 or 15)



Meter Reading Lids

Available in PG style covers.

- Adding a meter lid to a Tier 8 cover reduces the rating to Tier 5. A Tier 5 cover will be reduced to a pedestrian traffic only rating.



Replacement Covers

Covers that are interchangeable with several manufacturers' products include: PG1324, PG1730, PG2436, and PG3048. Other styles and sizes are also available.

- Design Load: Load Ratings will vary. Contact your local QUAZITE® representative for more information.

Commonly Used Cover Logos

09 Blank	26 High Voltage
10 C.A.T.V.	29 Lighting
12 Communications	41 Street Lighting
14 Controls	43 Telephone
17 Electric	44 Traffic
21 Fiber Optics	46 Traffic Signal
24 Ground	50 Water

(See pg. 59 for additional logos)

Meter Reading Lid Numbering System

Cover Style	Cover Size	Cover Series	Cover Variation	Lid Position	Cover Logo #
PG <small>(Meter reading lids available only in PG style)</small>	1730 <small>(width x length) example: 17" x 30"</small>	CA <small>CA - bolt down cover WA - standard/no bolts</small>	L <small>R - Cast iron 4 1/2" x 7 1/2" lid P - Cast iron 6" x 9" lid Q - Cast iron 9" x 12" lid K - Polymer concrete 6" x 9" drop-in lid L - Polymer concrete 7" x 13" drop-in lid S - Through slot (no meter lid)</small>	0 <small>2 - Opens under 90° 0 - Used with drop-in lid (As standard, all meter lids are centered on the cover)</small>	50 <small>50 - Water (See chart above for a listing of commonly used cover logos)</small>

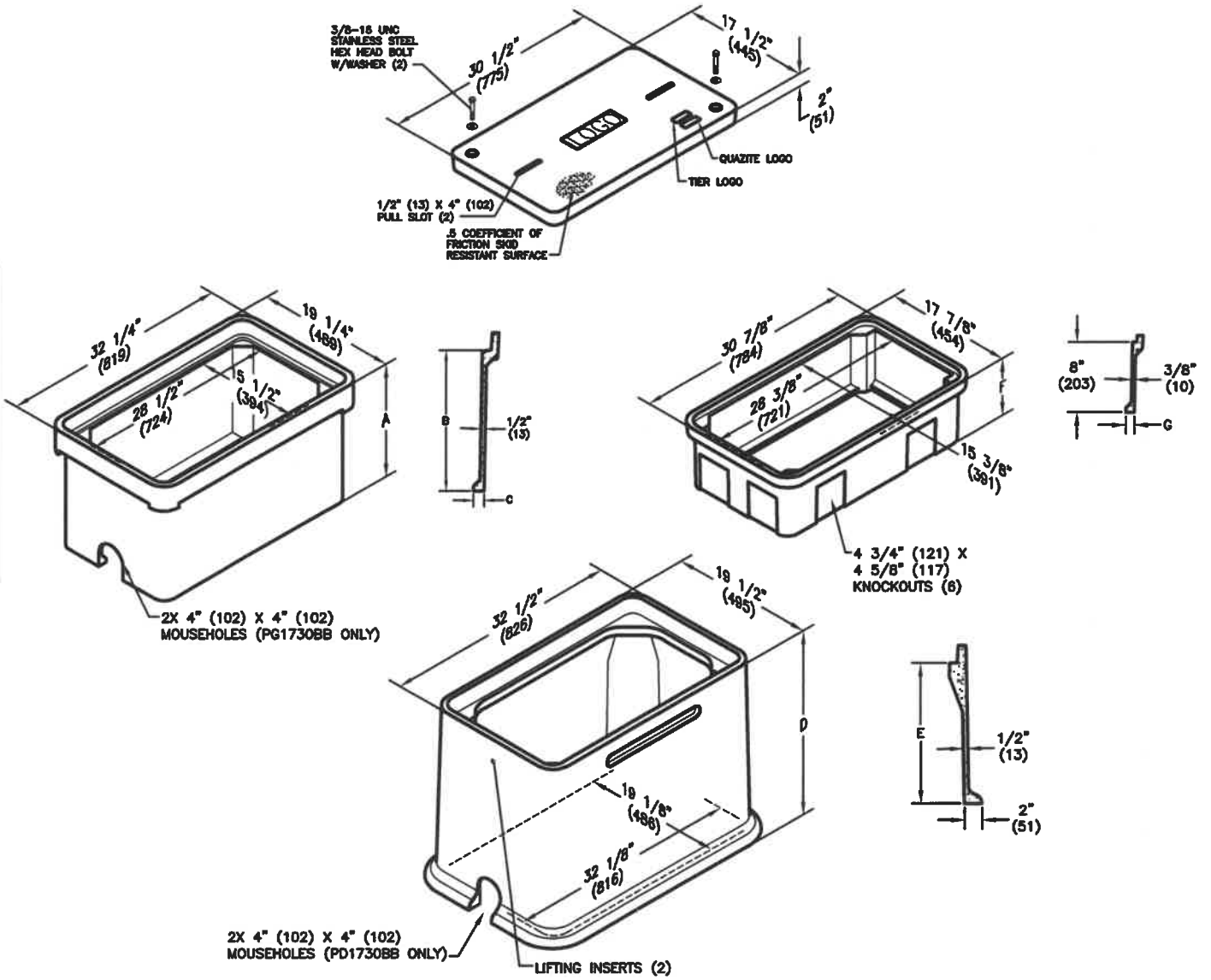
Highlighted areas indicate UL Listing



SPECIFICATIONS/DATA

17" x 30" PG Style (Stackable) Assembly and 17" x 30" PD Style Assembly

ENCLOSURE DRAWINGS



17" x 30" PG Style (Stackable) Assembly and 17" x 30 PD Style Assembly

SPECIFICATIONS/DATA

Covers (Blank unless logo is specified)

DESCRIPTION	PART NO.	WEIGHT #	DESIGN/TEST LOAD #	ANSI TIER*
W/2 Bolts	PG1730CA00	52 (23.6 kg)	8,000 / 12,000	8
Gasketed w/2 Bolts	PG1730CG00	52 (23.6 kg)	8,000 / 12,000	8
No Bolts	PG1730WA00	52 (23.6 kg)	8,000 / 12,000	8
Heavy Duty w/2 Bolts	PG1730HA00	83 (37.6 kg)	15,000 / 22,500	15
Gasketed Heavy Duty w/2 Bolts	PG1730HG00	83 (37.6 kg)	15,000 / 22,500	15
Extra Heavy Duty w/2 Bolts	PG1730HH00	83 (37.6 kg)	22,500 / 33,750	22

- Covers with meter lids available upon request. See page 12 or page 57 for meter lid cover load rating explanation.
- Gasketed covers and bolt grommets must be used with a gasketed box. Gaskets reduce the inflow of fluids but do not make the enclosure water tight.

PG Boxes (Stackable with self-aligning, replaceable EZ Nut) **22" - 30" Deep boxes must be used as bottom of any stack.)

DESCRIPTION	PART NO.	WEIGHT #	DIMENSION A	DIMENSION B	DIMENSION C	DESIGN/TEST LOAD #	ANSI TIER*
Open Bottom	PG1730BA12	67 (30.4 kg)	12" (305 mm)	10" (254 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BA18	94 (42.6 kg)	18" (457 mm)	16" (406 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BA22	106 (48.1 kg)	22" (559 mm)	20" (508 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BA24	122 (55.3 kg)	24" (610 mm)	22" (559 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BA28	126 (57.2 kg)	28" (711 mm)	26" (660 mm)	1/2" (13 mm)	22,500 / 33,750	22
	PG1730BA30	144 (65.3 kg)	30" (762 mm)	28" (711 mm)	1/2" (13 mm)	22,500 / 33,750	22
Open Bottom w/2 Mouseholes	PG1730BB12	65 (29.5 kg)	12" (305 mm)	10" (254 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BB18	92 (41.7 kg)	18" (457 mm)	16" (406 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BB22	104 (47.2 kg)	22" (559 mm)	20" (508 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BB24	120 (54.4 kg)	24" (610 mm)	22" (559 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BB28	124 (56.2 kg)	28" (711 mm)	26" (660 mm)	1/2" (13 mm)	22,500 / 33,750	22
	PG1730BB30	142 (64.4 kg)	30" (762 mm)	28" (711 mm)	1/2" (13 mm)	22,500 / 33,750	22
Open Bottom w/Gasket	PG1730BG12	67 (30.4 kg)	12" (305 mm)	10" (254 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BG18	94 (42.6 kg)	18" (457 mm)	16" (406 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BG22	106 (48.1 kg)	22" (559 mm)	20" (508 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BG24	122 (55.3 kg)	24" (610 mm)	22" (559 mm)	1 1/4" (32 mm)	22,500 / 33,750	22
	PG1730BG28	126 (57.2 kg)	28" (711 mm)	26" (660 mm)	1/2" (13 mm)	22,500 / 33,750	22
	PG1730BG30	144 (65.3 kg)	30" (762 mm)	28" (711 mm)	1/2" (13 mm)	22,500 / 33,750	22
Solid Bottom	PG1730DA12	85 (38.5 kg)	12 1/2" (318 mm)	10" (254 mm)	N/A	22,500 / 33,750	22
	PG1730DA18	112 (50.8 kg)	18 1/2" (470 mm)	16" (406 mm)	N/A	22,500 / 33,750	22
	PG1730DA22	124 (56.2 kg)	22 1/2" (572 mm)	20" (508 mm)	N/A	22,500 / 33,750	22
	PG1730DA24	137 (62.0 kg)	24 1/2" (622 mm)	22" (559 mm)	N/A	22,500 / 33,750	22
	PG1730DA28	143 (64.9 kg)	28 1/2" (724 mm)	26" (660 mm)	N/A	22,500 / 33,750	22
	PG1730DA30	150 (68.0 kg)	30 1/2" (775 mm)	28" (711 mm)	N/A	22,500 / 33,750	22

PD Boxes

DESCRIPTION	PART NO.	WEIGHT #	DIMENSION D	DIMENSION E	DESIGN/TEST LOAD #	ANSI TIER*
Open Bottom	PD1730BA18	129 (59 kg)	18" (457 mm)	16" (406 mm)	22,500 / 33,750	22
	PD1730BA26	166 (75 kg)	26" (660 mm)	24" (610 mm)	22,500 / 33,750	22
Open Bottom w/2 Mouseholes	PD1730BB18	127 (58 kg)	18" (457 mm)	16" (406 mm)	22,500 / 33,750	22
	PD1730BB26	164 (74 kg)	26" (660 mm)	24" (610 mm)	22,500 / 33,750	22
Open Bottom w/Gasket	PD1730BG18	129 (59 kg)	18" (457 mm)	16" (406 mm)	22,500 / 33,750	22
	PD1730BG26	166 (75 kg)	26" (660 mm)	24" (610 mm)	22,500 / 33,750	22

Extensions (For use under 12" and 18" boxes only, one per box.)

DESCRIPTION	PART NO.	WEIGHT #	DIMENSION F	DIMENSION G	DESIGN/TEST LOAD #	ANSI TIER*
Open Bottom	PG1730EA08	36 (16.3 kg)	8 3/4" (222 mm)	1" (25 mm)	22,500 / 33,750	22
Solid Bottom	PG1730RA08	55 (24.9 kg)	9 1/4" (235 mm)	N/A	22,500 / 33,750	22

Dimensions & weights in parentheses are metric equivalent.

* Loadings comply with ANSI/SCTE 77 (see page 9).












ENCLOSURE DRAWINGS

SPECIFICATIONS/DATA

Color Options

The standard color for QUAZITE® products is concrete gray. Various color options allow for matching adjacent materials or special identification of enclosures. Some commonly requested colors include:

Color Sample	Description	Part No. Code
	Brick Red	R
	Forest Green	G
	Light Green	F
	Cement Gray	C
	Charcoal Gray	D
	Black	B
	Pecan	P
	International Orange	A
	Purple (non-potable water)	N



Color options seen above at the Tennessee State Aquarium in Chattanooga, Tennessee.

Note: Printed colors do not exactly represent product colors. Contact your local QUAZITE® representative for other special colors.

When ordering, the color of the box and cover should be designated in the 6th digit of the part number. For example, a forest green PG1730BA18 box or cover would be ordered as PG173GBA18.



PARKING MANAGEMENT SOLUTIONS
by EDC Corporation

September 28, 2018

Anthony Macari
Operations Manager/Estimator
AM Electric, LLC

Anthony,

Following is a quotation for turnkey hardware and installation at University of Rhode Island's Lower College Road location. Items under the hardware table will be billed to Cardi or AM Electric. Items listed under software and recurring fees will be billed to URI.

This configuration includes the following:

Hardware and Install (Invoiced to Contractor):

- 2 Genetec AutoVu Sharp V Camera Kit, including LPR and Context Cameras, Mounting Bracket and Sharp Camera Connection (POE+ and cable connection required at each location).
- Onsite Installation (Travel and Expenses not included)
- Estimated Freight Charges
- Optional 5-Year Warranty

Software, Support and Hosting (Invoiced to URI)

- 1 Genetec Free-Flow Software License, including configuration and real-time connection to the AIMS System. Free Flow facilitates the tracking of vehicle entry and exit to/from the location and can trigger actions for parking enforcement
- 12 Months Hosting Services for LPR Image Data (Recurring Annually)

Please contact me at 800-886-6316 or ellen@aimsparking.com with any questions.

Sincerely,

Ellen Genung
EDC Corporation



Hardware and Installation:

Upfront Cost:

Qty	Description	Unit	Extended
2	LPR Fixed Cameras for Briar Lane with 1 Year Warranty	\$5,700.00	\$11,400.00
2	Onsite Installation (Plus Travel and Expenses)	2,850.00	5,700.00
1	Estimated Freight	300.00	300.00
	Total:		\$17,400.00

Optional Extended Warranty:

Qty	Description	Unit	Extended
2	5-Year Advance Replacement Warranty (Optional)	\$1,404.00	\$2,808.00
	Total:		\$2,808.00

Software, Support and Hosting:

Upfront Cost:

Qty	Description	Unit	Extended
1	Free Flow Software License for Lower College Road	\$5,000.00	\$5,000.00
2	AIMS System Connection - Genetec Advantage	80.00	160.00
12	Months Hosting Services (Recurring Annually)	200.00	2,400.00
	Total:		\$7,560.00

Recurring Annual Fees:

Qty	Description	Unit	Extended
2	AIMS System Connection - Genetec Advantage	\$80.00	\$160.00
12	Months Hosting Services	200.00	2,400.00
	Total:		\$2,560.00