Bid Number: 27-002

CONTRACT DOCUMENTS

FOR THE

TOWN OF BURRILLVILLE

BURRILLVILLE HIGH SCHOOL FIELD HOUSE

425 EAST AVENUE

TOWN OF BURRILLVILLE
COUNTY OF PROVIDENCE
RHODE ISLAND

Prepared for: **Michael C. Wood, Town Manager**
Dr. Michael Sollitto, Superintendent of Schools
Jeffrey M. McCormick, PE, Director of Public Works
Bill Robinson, Facilities Director
Town of Burrillville
Department of Public Works
65 Union Avenue
Harrisville, RI 02830

Prepared by: **Joe Casali Engineering, Inc.**
300 Post Road
Warwick, RI 02888

In Collaboration with: **Castellone Architecture, LLC**
792 Great Road
Lincoln, RI 02865

CONTRACT DOCUMENTS

FOR THE

TOWN OF BURRILLVILLE

BURRILLVILLE HIGH SCHOOL FIELD HOUSE

425 EAST AVENUE, BURRILLVILLE, RHODE ISLAND

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DIVISION 0
BIDDING AND CONTRACT REQUIREMENTS

SECTION 00020

ADVERTISEMENT FOR BIDS

The Town of Burrillville is requesting sealed bids for construction of the **BURRILLVILLE HIGH SCHOOL FIELD HOUSE.** The project includes building the 2,500 square foot fieldhouse structure, building envelope, interior below slab piping, interior slab and interior concrete masonry unit partitions. Site utility connections associated with the building are included, water, sewer, gas and electric.

Copies of the Contract Documents will be available Thursday November 12, 2026, at the Burrillville Town Clerk's Office, Town Hall, 105 Harrisville Main Street, Harrisville, RI, for a fee of $25 for each set or for free at www.burrillville.org/bids. Checks or money orders shall be made payable to the Town of Burrillville.

A Mandatory Pre-bid Conference will be held on **Thursday, November 19, 2026**, commencing at **10:00am** at Burrillville High School Fieldhouse site, followed by a project site visit.

Proposals will be received at the Town Clerk's Office, 105 Harrisville Main Street, Harrisville, RI 02830 until **2:00 pm** local time, on **Thursday, December 10, 2026.** Bids will be publicly opened in the Council Chambers of the Town Hall at **2:05 pm** prevailing time, on **Thursday, December 10, 2026.**

The Town of Burrillville reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept the proposal that is considered to be in the best interest of the Town of Burrillville.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **ninety (90) working days,** Saturdays, Sundays and legal holidays excluded after the opening of bids.

The Owner reserves the right to waive any informality or to reject any or all bids.

END OF SECTION 00020

SECTION 00100

INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids
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1. Receipt and Opening of Bids

The Town of Burrillville, Rhode Island, herein called the OWNER, will receive sealed Bids for the construction of the Burrillville High School Field Viewing Plaza and Associated Buildings.

Proposals will be received at the Town Clerk's Office, 105 Harrisville Main Street, Harrisville, RI 02830 until **2:00 pm** local time, on **Thursday, December 10, 2026.** Bids will be publicly opened in the Council Chambers of the Town Hall at **2:05 pm** prevailing time, on **Thursday, December 10, 2026.**

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. The bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of drawings included in this document.

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER, and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other items necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Deposit on Documents

A non-refundable deposit, in the amount as specified in Section 00020, ADVERTISEMENT FOR BIDS, in check or money order payable to the "Town of Burrillville" will be required on each set of Contract Documents taken.

4. Preparation of Bid

Each bid must be submitted on the prescribed forms. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

5. Telegraphic Modification

Any bidder may modify his bid by facsimile transmission at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the OWNER prior to the closing time, and, provided further, the OWNER is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time.

The telegraphic communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the OWNER until the sealed bid is opened. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic communication.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

7. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the OWNER. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the OWNER does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or ground for any claim or demand against the OWNER or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, a treasurer's or cashier's check, payable to the OWNER, in the amount stated in Section 00020, ADVERTISEMENT FOR BIDS. Such deposits will be returned to all except the three (3) lowest responsible and eligible bidders within five (5) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the OWNER and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to the selected contractor within thirty (30) days, Saturdays, Sundays and holidays excluded, after the date of the opening of bids, or upon demand of the bidder at any time thereafter.

9. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the OWNER and to fully complete the project within the time limit stated in Section 00300, BID FORM.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally and shall not be used as the basis of a claim against the OWNER or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Joe Casali Engineering, Inc., 300 Post Road, Warwick, RI 02888, or sent via email to joe@joecasali.com and/or dan@joecasali.com or via FAX to Joseph Casali, PE, MBA at (401) 944-1313 and to be given consideration must be received at least ten (10) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued, will be mailed by certified mail with return receipt requested to all prospective bidders who have not already received them at the respective address furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid:

- All Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.
- Properly executed bid security shall be placed in a sealed envelope and shall be attached to the outside of the envelope containing the bid.
- Bid signatures will be checked.
- All bidders shall include with their bids written acknowledgment of receipt of all addenda.
- The total dollar amount of each bid will be read, and the three (3) apparent lowest bids will be selected for further consideration. These three (3) apparent low bids will be read aloud for the benefit of the other bidders and the bid opening procedure will be closed. All those present at the bid opening may examine all bids after the bid opening and after the reading of the three (3) apparent low bids.

12. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00300, BID FORM between the total prices written in words and figures, the prices written in words will govern.

The OWNER agrees to examine and consider each BID FORM submitted in consideration of the bidder's agreements, as hereinabove set forth and as set forth in Section 00300, BID FORM.

13. Statutes Regulating Competitive Bidding

Any bid which does not comply with the provisions of all applicable Rhode Island General Laws need not be accepted, and the OWNER may reject every such bid.

14. Right to Reject Bid

The OWNER may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the OWNER deem it to be in the public interest to do so.

The OWNER may also reject bids which in its sole judgment are either incomplete, conditional, obscure or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, or the OWNER may waive such omissions, conditions or irregularities.

15. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the OWNER that he has sufficient ability and experience in this class of work and sufficient capital and plant to enable him to prosecute and complete the work successfully within the time named. The OWNER's decision or judgment on these matters will be final, conclusive, and binding.

The OWNER may make such investigations as he deems necessary, and the bidder shall furnish to the OWNER, under oath if so required, all such information and data for this purpose as the OWNER may request.

16. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

17. Security for Faithful Performance

Simultaneously with his delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00700, GENERAL CONDITIONS included herein. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the State of Rhode Island and satisfactory to the OWNER. The bonds shall remain in force for one (1) year after final acceptance of the work by the OWNER, unless the OWNER, in writing, releases the CONTRACTOR from the obligation sooner.

18. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

19. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full. Attention is directed to Section 00820 and to other applicable sections of this specification.

20. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract and bonds required within five (5) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his/her bid, provided that the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

21. Items and Indeterminate Items

The work to be done under this Contract has been divided into parts or items to enable each bidder to bid on different portions of the work in accordance with his estimate of their cost and so that the actual quantity of work executed under each item maybe paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00300, BID FORM.

22. CONTRACTOR Records

The CONTRACTOR shall comply with the provisions of all applicable State and Federal laws concerning CONTRACTOR records.

END OF SECTION 00100

SECTION 00300

BID FORM

Date: _____

Bid No.: 27-002

Bid to: Town of Burrillville
Town Clerk
105 Harrisville Main Street
Harrisville, RI 02830

Project: Burrillville High School Field House
425 East Avenue
Burrillville, RI 02858

Submitted by:

Company Name: _____

Address: _____

Telephone: _____

Fax: _____

Contact: _____

License No. (if applicable) _____

1. BID

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders, and in the Bidding Documents prepared by Joe Casali Engineering, Inc., ENGINEER, for the aforementioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work, for the Sum noted below:

Item 1: Structural/Architectural Construction (Lump Sum)

_____($_____)
(written) (numerically)

Item 2: Underslab and Building Utilities (Lump Sum)

_____($_____)
(written) (numerically)

Item 3: Total Bid (Items 1 and 2) (Lump Sum)

_____($_____)
(written) (numerically)

We have included the required Bid Security as required by the Invitation to Bid.

2. ADD/DEDUCT ALTERNATES

We propose to modify the above Bid Sum by the following amounts as identified by the numbered Alternate specified in Section 01220 Alternates, and as may be selected by the Owner:

Deduct Alternate No. 1: Asphalt Shingle Roof in lieu of Metal Roof

Deduct Alternate No. 1 _____($_____)
(written) (numerically)

3. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the bid closing date. If the Owner accepts this bid within the time stated above, we will:

- Execute the Agreement subject to compliance with the Invitation to Bid.
- Furnish the required bonds in compliance with amended provisions of the Instructions to Bidders.
- Commence work within seven (7) days after the signing of the Contract.

If this bid is accepted within the time stated, and we fail to commence the Work, or we fail to provide

the required Bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. CONTRACT TIME

If this bid is accepted, we will achieve Substantial Completion of the Work in 260 calendar days from the receipt of the Notice to Proceed.

5. ADDENDA

The following Addenda (if any) have been received. The modifications to the Bid Documents noted in the Addenda have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated _____

Addendum No. 2, dated _____

Addendum No. 3, dated _____

6. BID FORM SIGNATURES

_____
(Bidder's Name)

Title: _____

Corporate Seal:

END OF SECTION 00300

SECTION 00310

BID BOND

KNOWN BY ALL MEN BY THESE PRESENTS: that we the undersigned, as Principal, and _____ as Surety, are held hereby held firmly bound unto the Town of Burrillville, in the penal sum of _____ Dollars, ($ _____) for the payment of which will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Town of Burrillville, certain bid attached hereto and hereby made of Contract for the Burrillville High School Field Viewing Plaza and Associated Buildings.

NOW THEREFORE,

(a) If said Bid shall be rejected or;

(b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the form of a contract attached hereto (properly completed in accordance with said BID) and shall furnish a bond for his/her faithful performance of said contract and for payment of all persons performing labor and furnishing materials in connection therewith and shall in all respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability and surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its Bond shall in no way be impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any extension.

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

_____ Notary and Seal

Principal

By: _____

_____ Notary and Seal

Surety

By:_____

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

END OF SECTION 00310

SECTION 00380

PROPOSED SUBCONTRACTORS

The bidder shall state the names of all the subcontractors that he/she proposes to use:

(If none, write "None")

1. Proposed Subcontractor: _____

   Address: _____

   Description of Work: _____

2. Proposed Subcontractor: _____

   Address: _____

   Description of Work: _____

3. Proposed Subcontractor: _____

   Address: _____

   Description of Work: _____

(If necessary, attach Sheet of additional Subcontractors)

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

The Bidder warrants that none of the proposed subcontractors have any conflict of interest with respect to this Contract.

BIDDER: _____

BY: _____
(Signature and Title)

END OF SECTION 00380

SECTION 00500

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ , 2026, by and between the Town of Burrillville, Rhode Island, acting herein through its Department of Public Works, hereinafter called "OWNER" and _____ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

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

1. The Contractor will commence and complete the construction of Town of Burrillville, **Burrillville High School Field House.**

2. The Contractor will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract Documents per the date of the NOTICE TO PROCEED and shall complete within 181 calendar days from the commencement date unless the period for completion is extended otherwise by the Specifications. Work performed beyond this contract time period will be subject to liquidated damages. The Contractor agrees to pay as liquidated damages the sum of **$100.00 (one-hundred dollars)** for each consecutive calendar day thereafter as provided in Article 51 of the General Conditions.

4. Substantial completion of the Work.

5. The Contractor agrees to perform all the work described in the Contract Documents and comply with the terms therein for the amount of $_____as shown in the Bid Form.

6. The term "CONTRACT DOCUMENTS" means and includes the following:

NOTICE OF AWARD
BID FORM
BID BOND/PAYMENT BOND/PERFORMANCE BOND
PROPOSED SUBCONTRACTORS
AGREEMENT
CERTIFICATE OF OWNER'S AUTHORITY
NOTICE OF AWARD
NOTICE TO PROCEED
GENERAL CONDITIONS
SUPPLEMENTAL CONDITIONS
TECHNICAL SPECIFICATIONS AND PLANS
ADDENDA:

No. _____, dated _____, 2026

No. _____, dated _____, 2026

7. The Owner will pay the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

8. Retention from progress payments will be in accordance with the requirements stipulated in the General Conditions.

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

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

OWNER:_____
BY: _____
NAME: _____
TITLE: _____

(SEAL)

ATTEST:
NAME: _____
TITLE: _____

CONTRACTOR:_____
BY: _____
NAME: _____
TITLE:_____

(SEAL)

ATTEST:
NAME: _____
TITLE: _____

TOWN OF BURRILLVILLE
DEPARTMENT OF PUBLIC WORKS

NOTICE OF AWARD

TO: _____

DATE: _____

PROJECT DESCRIPTION: **BURRILLVILLE HIGH SCHOOL FIELD HOUSE**

The OWNER has considered the BID submitted by you for the above-referenced WORK in response to its Request for Bids and information for Bidders. Bids were opened on _____

You are hereby notified that your BID has been accepted for items per the specifications advertised and in the amount shown in the Bid Schedule.

You are hereby notified to provide the **BURRILLVILLE HIGH SCHOOL FIELD HOUSE** specified on the bid upon your receipt of the *Notice to Proceed.* Mobilization is not to begin before _____ unless given permission by the Director of Public Works or his agent.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

TOWN OF BURRILLVILLE, RHODE ISLAND
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE OF AWARD is hereby acknowledged this _____ day of _____ , 2026.

BY: _____

TITLE: _____

COMPANY: _____

TOWN OF BURRILLVILLE
105 HARRISVILLE MAIN STREET
HARRISVILLE, RI, 02830

TOWN OF BURRILLVILLE
DEPARTMENT OF PUBLIC WORKS

NOTICE TO PROCEED

TO: _____

_____

DATE: _____

PROJECT DESCRIPTION: **BURRILLVILLE HIGH SCHOOL FIELD HOUSE**

You are hereby notified to provide the **BURRILLVILLE HIGH SCHOOL FIELD HOUSE** in accordance with the agreement dated_____upon receipt of this notice. Mobilization is not to begin before _____ unless given permission by the Town Manager or his agent.

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the OWNER.

TOWN OF BURRILLVILLE, RHODE ISLAND
OWNER

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the NOTICE TO PROCEED is hereby acknowledged this _____ day of _____, 2026.

BY: _____

TITLE:_____

COMPANY: _____

TOWN OF BURRILLVILLE
105 HARRISVILLE MAIN STREET
HARRISVILLE, RI, 02830

SECTION 00600

PAYMENT BOND

KNOWN BY ALL MEN BY THESE PRESENTS: that

_____

_____

hereinafter called Principal, and

_____

_____

hereinafter called “Surety” and licensed to do business under the laws of the Town of Burrillville, hereinafter called "Owner" in the penal sum of _____ Dollars ($ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents of the state of Rhode Island are held and firmly bound to the Town of Burrillville, Rhode Island.

The CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of_____ , 2026, a copy of which is hereto attached and made a part hereof for construction described as follows:

BURRILLVILLE HIGH SCHOOL FIELD
VIEWING PLAZA AND ASSOCIATED BUILDING

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such work whether by SUBCONTRACTOR OR OTHERWISE, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alternation or addition of the terms of the Contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in counterparts, each one of which shall be deemed an original, this the _____ day of _____ , 2026.

ATTEST:

_____

BY (SEAL)

ATTEST:

_____

BY (SEAL)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners shall execute BOND.

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

SECTION 00610

PERFORMANCE BOND

KNOWN BY ALL MEN BY THESE PRESENTS: that we _____
(Name of Contractor)

a__ _____ hereinafter called "Principal"
(Corporation, Partnership, Joint Venture or Individual)

and _____ of _____ State of _____
(Surety) (City) (State)

hereinafter call "Surety" and licensed to do business under the laws of the State of Rhode Island are held and firmly bound to and acting herein to The Town of Burrillville, Rhode Island, hereinafter called "Owner", in the penal sum of Dollars, ($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly, by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the_____ day of _____ 2026, a copy of which is hereto attached and made a part hereof for construction described as follows:

BURRILLVILLE HIGH SCHOOL FIELD HOUSE

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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

IN WITNESS WHEREOF, this instrument is executed in_____ counterparts, each one of which shall be deemed an original, this the _____day of _____ , 2026.

ATTEST:

_____

BY: (SEAL)

ATTEST:

_____

BY: (SEAL)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is Partnership, all partners should execute BOND.

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

SECTION 00700

GENERAL CONDITIONS

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ARTICLE 1: CONTRACT AND CONTRACT DOCUMENTS

The plans, specifications, and addenda enumerated in the Advertisement For Bid, the Information For Bidders, and the Bid Form as accepted by the Owner, shall be binding upon the parties to this Agreement as if fully set forth therein. Whenever the terms Contract Documents is used, it shall mean and include this Contract, Special Conditions, General Conditions, the Information for Bidders, the Bid Form, Addenda, the Technical Specifications, and the Plans. The Owner shall interpret his/her own requirements. In case of conflict or inconsistency between the provisions of the signed portions of the Contract Documents and those of the specifications, the provisions of the signed portions shall govern.

ARTICLE 2: DEFINITIONS

The following terms as used in this Contract are defined as follows:

a. CONTRACTOR: A person, firm or corporation with whom the Contract is made by the Owner.

b. OWNER: Shall mean, for the purpose of this Contract, the Town of Burrillville.

c. SUBCONTRACTOR: A person, firm, or corporation supplying labor and materials, or only labor, for work at the site of the project; for, and under a separate Contract or Agreement with the Owner.

d. WORK ON THE PROJECT: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the site by employees of the CONTRACTOR OR ANY SUBCONTRACTOR.

e. ENGINEER: Shall mean for the purpose of this Contract the firm of Joe Casali Engineering, Inc. who shall act as the authorized representative, of the Owner whenever reference is made for such authorization.

ARTICLE 3: QUANTITIES OF ESTIMATE

Whenever the estimate quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the Bid Proposal, they are given for use in comparing bids and the right is especially reserved by the Owner to increase or diminish them as may be deemed necessary or desirable by the Owner. Only such quantities of the respective items of work actually performed and accepted will be paid for. Such increases or decreases shall in no way affect this Contract, nor shall any such increases or decreases give cause for claims or liabilities for damages.

ARTICLE 4: CONFLICTING CONDITIONS

Any provisions in any of the contract documents which may be in conflict or inconsistent with any of the articles in these General conditions, shall be void to the extent of such conflicts or inconsistency.

ARTICLE 5: PROVISIONS OF LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6: NOTICE AND SERVICE THEREOF

The service of any notice, letter or other communication shall be deemed to have been made by one of the contracting parties on the other party to the Contract when such letter, notice or other communication has been delivered to the legal office address of the addressee, by a duly authorized representative of the addressor in person, or when such notice, letter or other communication has been deposited in any regularly maintained mailbox of the United States Post Office, in a properly addressed, postpaid wrapper. The date of such service shall be considered to be the date of such personal delivery or mailing.

The address of the Contractor noted in his/her bid and/or the address of his/her field office on or near the site of work shall be considered his/her legal address for the purposes as set above.

ARTICLE 7: REPRESENTATIONS OF THE CONTRACTOR

The Contractor represents and warrants:

a. That he/she is financially solvent and that he/she is experienced and competent to perform the type of work required under this Contract and that he/she is able to furnish the plant, materials, supplies, or equipment that may be necessary to perform the work as specified.

b. That he/she is familiar with all Federal, State and municipal laws, ordinances, orders, and regulations which may in any way affect the project work, or the employment of persons thereon, including but not limited to any special acts relating to the work or to the project of which it is part.

c. That such temporary and permanent work required by the Contract Documents to be done by him/her will be satisfactorily constructed and can be used for the purpose for which it was intended and that such construction will not injure any person or damage property.

d. That he/she has carefully examined the plans, specifications, and addenda, if any, and the site of the work and that from his/her own investigations, he/she has satisfied himself/herself as to the nature and location of the work, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items that may affect the work.

e. That he/she is aware of the hazards involved in the work and the danger to life and property both evident and inherent and that he/she will conduct the work in a careful and safe manner without injury to persons or property.

ARTICLE 8: CONTRACT SECURITY

The Contractor shall furnish a surety bond in an amount equal to at least one hundred percent (100%) of the Contract price as security for faithful performance of the Contract, and for the payment of all persons performing labor on the project under this Contract and furnishing materials, equipment and all other incidentals in connection with this Contract. The Surety on such a bond shall be a duly authorized surety company satisfactory to the Owner and the cost of the same shall be paid by the Contractor. Prior to the starting of any work, the bonds must be approved by the Owner.

ARTICLE 9: ADDITIONAL OR SUBSTITUTE BOND

If at any time the Owner, for justifiable cause, shall become dissatisfied with any Surety or Sureties holding payment bonds, the Contractor shall, within ten (10) days after notice from the Owner to do so, substitute an acceptable bond or bonds in such form and signed by such other Surety as may be satisfactory to the Owner. The premiums of such bonds shall be paid by the Contractor. No further payments will be deemed due, nor will be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

ARTICLE 10: CONTRACTOR'S OBLIGATIONS

The Contractor shall perform all work in a good workmanlike manner, and in accordance with the plans and specifications and any supplements thereto, and according to any directions or orders given by the Owner. He/she shall furnish all supplies, materials, facilities, equipment and means necessary or proper to perform and complete the work required by this Contract. He/she shall furnish, erect, maintain, and remove any construction plant or temporary work as may be required. He/she alone shall be responsible for the safety, efficiency and adequacy of his/her plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and specifications and shall do, carry on, and complete the entire work to the satisfaction of the Owner.

The Contractor shall be solely responsible for all the work and shall provide all precautionary measures necessary for preventing injury to persons or damage to property. All injury or damage

of whatever nature resulting from the work or resulting to persons, property, or the work during its progress, from whatever cause, shall be the responsibility of the Contractor.

The Contractor shall hold the Owner and Engineer, or their duly authorized agents, harmless and defend and indemnify them against damages or claims for damages due to injuries to persons or property arising out of the execution of the project work, and for damages to materials furnished for the work, for infringement of inventions, patents, and patent rights used in doing the work, and for any act, omission, or instance of neglect by the Contractor, his/her agents, employees or subcontractors.

The Contractor shall bear all losses resulting to him/her, including but not limited to losses sustained on account of the character, quality, or quantity of any part of the work, or all parts of the work, or because the nature of the conditions in or on the project site are different from what was estimated or indicated, or on account of the weather, elements, or other causes.

ARTICLE 11: SUPERINTENDENCE BY THE CONTRACTOR

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof and shall cooperate with the Owner in every possible way.

At the site of the work, the Contractor shall, at all times, employ a construction superintendent who shall have full authority to act for the Contractor. It is understood that the employment of such representative shall be acceptable to the Owner and shall be such a person as can be continued in the capacity for the duration of the Contract, unless he/she ceases to be on the Contractor's payroll.

ARTICLE 12: CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES

Within ten (10) days after the date of "Notice to Proceed", the Contractor shall deliver to the Owner an estimated construction schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the contract documents and the anticipated amount of each monthly payment that will be come due the Contractor in accordance with the progress schedule. The Contractor shall also furnish to the Owner: 1. a detailed estimate, giving a complete breakdown of the contract price; and 2. periodic itemized estimates of the work done for the purpose of making partial payments thereon.

ARTICLE 13: PAYMENTS BY THE CONTRACTOR

The Contractor shall pay:

a. For all transportation and utility services not later than the 15th day of each calendar month following that which in services were rendered.

b. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 15th day of the calendar month

following that in which such items were delivered to the site of work and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which material tools, or equipment are incorporated or used.

c. To each of his/her subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his/her subcontractors to the extent of such subcontractor's interest therein.

ARTICLE 14: USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor undertakes, at his/her own expense:

a. To take every precaution against injuries to persons or damage to property.

b. To store his/her apparatus, materials, equipment, and supplies in an orderly fashion at the site of work as will not unduly interfere with the progress of his/her work or any others.

c. To lace upon the work or any part thereof, only such loads as are consistent with the safety of that portion of the work.

d. To clean frequently all refuse, scrap, and debris caused by his/her operations, so that the work site is maintained in a neat, workmanlike appearance.

e. To affect all cutting, fitting, or patching of his/her work required to make the same to conform to the plans and specifications, and except with the consent of the Owner, not to cut or otherwise alter the work of any other contractor.

f. Before final payment, to remove all surplus materials, including excess fill, false work, temporary structures, including foundations thereof, plants of any description, and debris of any nature resulting from his/her operations, so that the site is left in a neat, orderly and workmanlike condition.

ARTICLE 15: GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the contract documents nor any partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty workmanship or materials. The Contractor shall remedy any defect in the work and pay for any damage to other work resulting there from, which shall appear within a period of one year (1) from the date of final acceptance of the work, unless a longer period is specified by the Owner. The Owner will give final notice of observed defects with reasonable promptness.

ARTICLE 16: PROTECTION OF WORK AND PROPERTY - EMERGENCY

a. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. The Contractor shall at all times safely guard and protect his/her own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury.

b. In case of an emergency which threatens loss of injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner. The Contractor shall notify the Owner immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Owner for approval.

c. Where the Contractor has not taken action but has notified the Owner of an emergency threatening injury to persons or damage to the work or to any adjoining property, the Contractor shall act as instructed or authorized by the Owner.

d. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided elsewhere in the contract documents.

ARTICLE 17: WEATHER CONDITIONS

In the event of temporary suspension of the work, or during inclement weather, or whenever the Owner shall direct, the Contractor shall, and shall cause his/her subcontractors to protect carefully his/her and their work and materials against damage or injury from weather. If, and in the opinion of the Owner, any work or materials are damaged or injured by reason of failure to protect them on the part of the Contractor, or any of his/her subcontractors, or otherwise damaged or injured by the Contractor's negligence, or are found to be defective; such material or work shall be removed and replaced at the expense of the Contractor.

ARTICLE 18: THE OWNER'S AUTHORITY

The Owner shall give all the orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Owner shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and construction thereof. The Owner's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract or specifications, the determination or decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money for payment for work under this Contract affected by such questions. The Owner shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found to be obscure or in dispute. Any differences or conflicts in regard to their

work which may arise between the Contractor and other contractors performing work for the Owner shall be adjusted and determined by the Owner.

ARTICLE 19: ALL WORK SUBJECT TO CONTROL BY THE OWNER

a. In the performance of the work, the Contractor shall abide by all orders, directions, and requirements of the Owner; and shall perform all work to the satisfaction of the Owner; and at such times and places, by such methods, and in such manner and sequence as the Owner may require. The Owner shall determine the amounts, quality, acceptability, and fitness of all parts of the work. The Owner shall interpret the plans, specifications, contract documents, all other documents, and the extra work orders. The Owner shall also decide all other questions in connection with the work. The Contractor shall employ no plant, equipment, materials, methods or men to which the Owner objects and shall remove no plant, materials, or equipment or other facilities from the work site without the Owner's permission. Upon request, the Owner will confirm in writing any oral order, direction, requirement, or determination.

b. Inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all parts of the work and to the preparation or manufacture of the materials to be used. The presence or absence of an inspector shall not relieve the Contractor from any requirements of the Contract. In case of any dispute arising between the Contractor and the inspector as to materials furnished or the manner in which the work being executed, the inspector shall have the authority to reject material or suspend work until the question has been decided by the Owner. The inspector shall not be authorized to revoke, alter, enlarge, relax, or release any requirement of these specifications, nor to approve or accept any portion of the work, nor to issue any instructions contrary to the plans and specifications. The inspector shall in no case act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding the Owner, or the Engineer in any way, nor releasing the Contractor from the fulfillment of the terms of the Contract.

ARTICLE 20: THE OWNER'S CONTROL NOT LIMITED

The enumeration in this Contract of particular instances in which the opinion, judgment, discretion, or determination of the Owner shall control or in which the work shall be performed to his/her satisfaction or subject to his/her approval or inspection, shall not imply that only matters similar to those enumerated shall be governed and performed, but without exception all the work shall be so governed and performed.

ARTICLE 21: RIGHT OF THE OWNER TO TERMINATE THE CONTRACT

In the event that any of the provisions of this Contract are violated by the Contractor, or any of his/her subcontractors, the Owner may serve written notice upon the Contractor and the Surety of

its intention to terminate the Contract. If within ten (10) days such violation or delay shall not cease and satisfactory arrangement of correction made, the Contract shall, at the expiration of the ten (10) days, cease and immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the power to take over and perform the Contract, provided, however that if the Surety does not commence performing thereof within ten (10) days from the date of mailing to such Surety of Notice of Termination, the Owner may take over the work and prosecute the same to completion by Contract or force account at the expense of the Contractor, and the Contractor and his/her Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby.

ARTICLE 22: INTERPRETATION OF THE PLANS AND SPECIFICATIONS

Except for the Contractor's executed set, all plans and specifications are the property of the Owner. The Owner will furnish the Contractor, without charge, four (4) sets of the plans and specifications. Additional sets will be furnished upon request, at actual cost of reproduction. Such plans and specifications are not to be used on other work and those sets in usable condition shall be returned to the Owner upon request at the completion or cessation of the work or termination of the Contract.

The Contractor shall keep one (1) copy of the plans and specifications at the work site at all times and shall give the Owner and their representative's access thereto. Anything on the plans and not mentioned in the specifications, or anything in the specifications that is not shown on the plans shall have the same force and effect as if mentioned in both. In case of conflict or inconsistency between the plans and the specifications, the specifications shall take precedence. Any discrepancy in the figures and the plans shall be immediately submitted to the Owner for decision and the decision of the Owner shall be final. In case of differences between small and large scale drawings, the large scale drawings shall take precedence.

ARTICLE 23: INSPECTION

The authorized representatives and agents of the Owner shall be permitted to inspect all work materials, payrolls, records of personnel, invoices for materials, and other relevant data and records.

ARTICLE 24: SCHEDULES, REPORTS, RECORDS, AND DATA

The Contractor and each of his/her subcontractors, shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning the work performed under this Contract.

Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which he proposes to carry-on the work; including dates at which he will start the various parts of the work and an estimate date of completion of each part.

ARTICLE 25: RIGHTS-OF-WAY AND SUSPENSION OF WORK

Land and rights-of-way for the purpose of this Contract shall be furnished by the Owner to the extent shown on the plans; the Owner will use due diligence in acquiring said lands and rights-of-way cannot be obtained before work on the project begins, rights-of-way cannot be obtained before work on the project begins, the Contractor shall begin his/her work upon such land or rights-of-way as have been previously acquired by the Owner, and no claims for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of way. Should the Owner be prevented or enjoined from preceding with the work, or from authorizing its prosecution, either before or after the commencement by reason of litigation, or by reason of its inability to procure the lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert a claim for damages by reason of the said delay, or to withdraw from the Contract except by consent of the Owner. Time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

ARTICLE 26: SUBCONTRACTORS

The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.

The Contractor shall not award work to any subcontractor other than those listed in his/her bid, without the prior written approval of the Owner, which approval will not be given until the Contractor submits a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work, to bind the subcontractors to the contract documents insofar as applicable to the subcontract work and to give the Contractor the same power as regards to terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the contract documents.

Nothing contained in this contract shall create any contractual relationship between the Owner and any subcontractor.

ARTICLE 27: ASSIGNMENTS

The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of the Owner. In case the Contractor assigns all or part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, or corporations for services rendered or materials supplied for the performance of the work called for in this Contract.

ARTICLE 28: MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts of neglect on the part of the Contractor, any other contractor or subcontractor shall suffer loss or damage to the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor who shall indemnify and save harmless the Owner against any such claim.

ARTICLE 29: SEPARATE CONTRACTS

The Owner reserves the right to let other contracts in connection with the construction of the contemplated work of the project, or contiguous projects with the Owner. The Contractor, therefore, will afford to any such other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, will properly connect and coordinate his/her work with theirs, and will not commit or permit any act which will interfere with the performance of their work.

The Contractor shall coordinate his/her operations with those of other contractors. Cooperation will be required in the arrangement for storage of materials and in the detailed execution of the work. Failure by the Contractor to keep informed on the progress of the work, or failure to give notice of the lack of progress or defective workmanship by others, shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with and performance of his/her own work.

ARTICLE 30: WAGE RATES

There shall be paid each laborer or craftsman of the Contractor or Subcontractor engaged in work on the project under this Contract, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and any such laborers and craftsmen, not less than the minimum hourly wage rates determined by the Department of Labor as prevailing in the construction industry for various classifications of work to be performed.

The Contractor shall post at appropriate conspicuous points at the site of the project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

ARTICLE 31: WAGE UNDERPAYMENTS AND ADJUSTMENTS

The Contractor agrees that in the case of underpayment of wages to any worker on the project under this Contract by the Contractor or any of his/her subcontractors, the Owner will withhold from the Contractor out of payments due to him, an amount sufficient to pay such worker that difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked, and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such

amount is due. The Contractor further agrees that the amount withheld is pursuant to this article may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this Contract.

ARTICLE 32: PAYMENT OF EMPLOYEES

The Contractor and each of his/her subcontractors shall pay each of their employees engaged in the work on the project under this Contract in full, in cash, and not less than once a week, less legally required deductions, provided, that when circumstances render payment in cash unfeasible or impracticable, then payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker.

ARTICLE 33: NON-DISCRIMINATION IN EMPLOYMENT

In connection with the performance of the work under this Contract, the Contractor agrees not to discriminate against employee because of race, religion, color, or national origin. The aforesaid provisions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation and selection for training, including apprenticeship.

ARTICLE 34: APPRENTICES

Apprentices shall be permitted to work only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor; or if no such council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

ARTICLE 35: SAFETY AND HEALTH REGULATIONS

These Contract Documents, and the joint and several phases of construction hereby contemplated, are to be governed, at all times, by the applicable provisions of the Federal law (s) including but not limited to the following:

a. Williams-Steiger Occupational Safety and Health Act, 1970, Public Law 92-596;

b. Part 1910 of the Occupational Safety and Health Standards, chapter XVII of Title 29, Code of Federal Regulations.

c. This project is subject to all of the Safety and Health Regulations (CFR 29, Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors are urged to become familiar with the requirements of these regulations.

In the event of any inconsistencies between the above laws and regulations and the provisions of these Contract Documents, the laws and regulations shall prevail.

ARTICLE 36: SHOP OR SET DRAWINGS

a. The Contractor shall submit promptly to the Engineer, before any shop work is commenced, six (6) prints or one (1) reproducible and four (4) prints of shop drawings as prepared in accordance with a schedule predetermined by the Contractor. After examination of such drawings by the Engineer, and the return thereof; if resubmission is required the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Engineer with eight (8) prints or one (1) reproducible and four (4) prints of corrected copies. Regardless of corrections made in or approval given to such drawings by the Engineer, the Contractor will, nevertheless, be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Engineer in writing of any deviations at the time he furnishes the drawings.

b. Shop drawings of all fabricated work shall be submitted to the Engineer for approval and no work shall be fabricated by the Contractor until approval has been given by the Engineer.

c. The Contractor shall submit all shop and setting drawings on dates sufficiently in advance of requirements to enable the Engineer ample time for reviewing the same, including time for correcting, resubmission and reviewing, if necessary, and no claim for delay will be granted the Contractor by reason of his/her failure in this respect.

d. All shop drawings submitted must bear the stamp of the Contractor as evidence that the drawings have been checked by him. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for re-submissions. If the shop drawings show deviations from the requirements of the Contract Documents because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal to the Engineer, in order that an acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his/her letter of transmittal to the Engineer, in order that an acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract Documents even though the shop drawings have been approved.

e. Where shop drawings are submitted by the Contractor that indicate a departure from the Contract which the Engineer deems to be a minor adjustment in his/her interest and not involving a change in the contract price or extension of time, the Engineer may approve the drawings but the approval will contain in substance, the following:

"The modification shown on the attached drawings is approved on the interest of the Owner to effect an improvement for the project and is ordered with the understanding that it does not involve any change in the contract price or an extension of time, that it is subject generally to all contract stipulations and covenants; and that it is without prejudice to any rights of the Owner under the contract and bond or bonds."

f. The approval of the shop drawings will be general and shall not relieve the Contractor from the responsibility for adherence to the Contract, nor shall it relieve him of the responsibility for any error which may exist.

g. The Contractor agrees to hold the Engineer and the Owner harmless and defend them against damages or claims from damages arising out of injury to others or property of third persons which result from errors on shop, working, or setting drawings whether or not they have been approved by the Engineer and/or the Owner.

ARTICLE 37: ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the contract documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Owner will prepare a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing, and installation of materials, supplies, and equipment, and the completion of the various parts of the work; each schedule to be subject to change from time to time in accordance with the progress of the work.

ARTICLE 38: MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever, necessary to protect, execute, complete, and deliver the work within the specified time.

If approved by the Owner, any work necessary to be performed after regular hours; on Saturdays, Sundays or legal holidays; shall be performed by the Contractor without additional expense to the Owner.

ARTICLE 39: CONTRACTOR'S TITLE TO MATERIALS

No material, supplies, or equipment for the work shall be purchased by the Contractor or any subcontractor, subject to any chattel mortgage or under a conditional sale or other agreement by

which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies and equipment installed or incorporated in the work and further warrants upon completion of all work, to deliver the premises, together with all improvements and appurtenances constructed or placed thereon by him, to the Owner free from any claims, liens or charges, or encumbrances and further agrees that neither he nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have the right to a lien upon the premises or nay improvement or appurtenance thereon.

ARTICLE 40: INSPECTION AND TESTING OF MATERIALS

All materials and equipment used in the construction of the project shall be new and of current manufacture. Inspection and Testing will be done in accordance with accepted standards, as directed by the Owner and as required by the contract documents and specifications.

All materials and workmanship shall be subject to inspection, examination, and testing by the Owner or its representative at any and all times during manufacture and/or construction and at any and all places where such manufacture and or construction is carried on, to establish conformance with these specifications and suitability for uses intended. Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor, and materials necessary to make tests so required safe and convenient he/she shall also furnish and mill, factory, or other such tests based on the standards and Tentative Standards of the American Society for Testing Materials (A.S.T.M.) as required by the Owner.

ARTICLE 41: "OR APPROVED EQUAL CLAUSE"

a. Whenever a material or article required is specified or shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the Owner's opinion. It shall not be purchased or installed without the Owner's written approval.

b. If two or more brands, makes of material, devices or equipment are shown or specified, each should be regarded as the approved equal of the other. Any other brand, make or material, device or equipment, which, in the opinion of the Owner or his/her authorized agent, is the recognized approval equal of that specified, considering quality, workmanship, and economy of operation, and is suitable for the purpose intended, may be accepted.

c. If any other material or article is substituted for items shown or specified, the project must result in a savings in the contract price and the Contractor shall

submit evidence that the substitute product is equal. Upon approval of the substitute project, the Owner will issue a deductive change order.

d. If an equipment manufacturer must have a specified period of experience with his/her project, equipment which does not meet with the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide a bond or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

ARTICLE 42: PATENTS

a. The Contractor shall hold and save the Owner harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the Contract, including its use by the Owner.

b. License and/or royalty fees for the use of a process which is authorized by the Owner must be reasonable, and paid to the holder of the patent, or his/her authorized agent, directly by the Contractor.

c. If the Contractor uses any design, device or material covered by letters, patent, or copyright he shall provide for such use by suitable agreement with the Owner of such patent or copyrighted design, device, or material.

d. It is mutually agreed and understood that, without exception, the contract prices shall include all royalties, license fees, or costs arising out of the use of such process, design, device, or materials, in any way involved in the work. The Contractor and/or his/her Surety shall indemnify and save the Engineer and the Owner harmless from all claims for infringement by reason of use of such patented material, device or design, in connection with the work under this Contract, and shall indemnify the Engineer and the Owner for any cost, expense, or damage which it may be obligated to pay for reason of such infringement at any time during the prosecution of the work.

ARTICLE 43: SURVEYS, PERMITS, AND REGULATIONS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the Contract work.

The Contractor shall comply with all laws, regulations, ordinances, orders, and rules relating to the performance of the work, the protection of the adjacent property, and the maintenance of passageways, guard fences, and other protective facilities.

ARTICLE 44: GENERAL INSURANCES

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this Contract of the kind and adequate amounts to secure all of his/her obligations under this Contract and with insurance companies licensed to write such insurance in the State of Rhode Island. The kinds and amounts of such insurance carried shall not be less than the kinds and amounts of insurance coverage designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of coverage or the acceptance by the Owner of certificates indicating the kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the Owner, the Engineer, and their agents or representatives from any and all claims for damages arising out of the Contract, to either persons or property.

ARTICLE 45: WORKMEN'S COMPENSATION INSURANCE

The Contractor shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the project who may come within the protection of such laws and shall provide, where practical, Employer's General Liability Insurance for the benefit of his/her employees not protected by such compensation laws and proof of such insurance's satisfactory to the Owner shall be given. Said insurance shall be written with such company as may be acceptable to the Owner and the policy shall be submitted to the Owner for examination. This policy shall be endorsed to provide All States Coverage, Voluntary Compensation Coverage, and Occupational Disease Coverage. Satisfactory certificates of said insurance shall be filed with the Owner in sextuplicate (6) prior to the commencement of operations by the Contractor. The Contractor will be responsible for the provision of proper and adequate Workmen's Compensation for all his/her subcontract operations and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued on policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner prior to the commencement of such subcontract operation.

In the event that the form of any policy or certificate of the amount of the insurance of the companies writing the same are not satisfactory to the Owner, the Contractor shall secure other policies or certificates in form and amount and with such companies that are satisfactory to the Owner. The Contractor shall not cause policies to be cancelled or permit them to lapse and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability amounts of insurance until notice has been sent by registered mail to the Owner, stating when, not less than ten (10) days thereafter, such cancellation or reduction shall be effective. All certificates of insurance shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular, those insured, the extent of the insurance, the location and operations to which the insurance applies the expiration date, and the above-mentioned notice of cancellation clause. All policies and certificates of insurance shall be delivered to the Owner by the successful bidder prior to preparation of the construction contract. All insurance specified in this Contract shall be provided by the Contractor, at no additional expense to the Owner.

ARTICLE 46: CONTRACTOR'S COMPREHENSIVE PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE

The Contractor shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing for a limit of not less than One Hundred Thousand Dollars ($100,000) for all damages arising out of bodily injuries to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one (1) accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The insurance shall be placed with such company as may be acceptable to the Owner. The policy shall be submitted to the Owner. The policy shall be submitted to the Owner for examination and satisfactory certification of said insurance shall be filed with the Owner in sextuplet (6). The Contractor will be charged with the responsibility for similar Public Liability protection for all his/her subcontract operations and in the event that the Contractor's policy does not cover each and every subcontractor, certificates of insurance issued or policies by companies that may be acceptable to the Owner covering each and every subcontractor shall be filed with the Owner covering each and every subcontractor and shall be filed with the Owner prior to the commencement of such subcontract operation.

ARTICLE 47: OWNER'S PROTECTIVE LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall provide the Owner an insurance policy written in the name of the Owner, its employees, servants, and agents, and extended to include the interests of Joe Casali Engineering, Inc. its employees, and agents; to protect the Owner and the Engineer from any liability which might be incurred against them as a result of any operations of the Contractor or his/her subcontractors or their employees. Such insurance shall provide for a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or the death of one (1) person, and subject to that limit for each person, a total limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

ARTICLE 48: COMPREHENSIVE AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or the death of any one (1)

person; and subject to that limit for each person a total of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars ($1,000,000) for all damages arising out of injury to or destruction of property.

ARTICLE 49: INSURANCE COVERING SPECIAL HAZARDS

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies herein above required to be furnished by the Contractor, or by separate policies of insurance as follows:

a. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work, or to moving, shoring, underpinning, razing, or demolition of any building or structure or removal of any rebuilding of any structural support thereof.

b. Property Damage Liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions, however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.

c. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the project limits; injury to or destruction of property at any time resulting there from.

d. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

ARTICLE 50: FIRE INSURANCE

During the progress of work the Contractor shall effect and maintain BUILDER'S RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightening, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending strike, aircraft, smoke and vehicle damage, vandalism and malicious mischief upon all work in place and all material stored at the building site, whether or not covered by partial payments made by the Owner. This insurance shall be in an amount equal to one hundred percent (100%) of the insurable portion of the project and shall be for the benefit of the Owner, the Contractor and each Subcontractor as their interest may respectively appear. This insurance shall be placed with such company or companies as may be acceptable to the Owner. The Contractor shall furnish the Owner with certified copies of the policy of same insurance in sextuplicate (6) copies immediately before preparation of the construction contracts.

If there are any existing adjacent or adjoining structures presently used by the Owner, the risk of the existing adjacent or adjoining structures will be by the Owner.

Policies shall be executed with the construction contract; the policies shall be issued for the protection of the Contractor and the Owner and such Subcontractors as their interest may appear.

ARTICLE 51: COMPENSATION TO BE PAID TO THE CONTRACTOR

a. The Owner will pay and the Contractor shall receive as full compensation for everything furnished and done by the Contractor under this Contract, the unit prices and lump sum prices set opposite the respective items in the accepted bid form herein contained, and payment for approved extra work. The cost of all work required not specifically included in any items herein mentioned, and also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for assuming all duties, and liabilities, herein required, and for well and faithfully completing the work, and the whole thereof, as herein provided, shall be the responsibility of the Contractor.

b. The amount of the Contract (accepted bid prices) listed in the bid is based on the estimated quantities and the unit and/or lump sum prices as set forth in the bid. It is understood and agreed that the Contractor will accept as payment the actual measured quantities at the unit and/or lump sum price as set forth in the accepted bid.

c. The estimated quantities given in the bid proposal for the various items of work are given for the purpose of comparing the bids offered for the work under this Contract and if it is found in the performance of the Contract work that any or all of the said estimated quantities are not even approximately correct the Contractor shall have no claim for anticipated profits, or for loss of profit, or for increase in prices as listed in the accepted bid because of the difference between the quantities of the various items of work actually done and the estimated quantities stated in the accepted bid.

d. No payment or compensation will be made to the Contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable.

ARTICLE 52: PAYMENTS TO THE CONTRACTOR

a. At least ten (10) days before each progress payment falls due (but not more than once a month), the Contractor shall submit to the Owner a partial payment estimate filled out and signed by the Owner covering the work performed during the period covered by the partial payment estimate and supported by such data as the Owner may reasonably require. If payment is requested with the Owner's permission on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, in accordance with the manufacturers' recommendation and as required by the Owner, the partial payment estimate shall also be accompanied by such supporting data satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect his/her interest therein, including applicable insurance. The Engineer will within ten (10) days after receipt of each partial payment estimate either indicate in writing his/her approval or return the partial payment estimate to the Owner indicating in writing his/her reasons for refusing to approve payment.

b. The request for payment may also include with the Owner's permission an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site in accordance with the manufacturer's recommendation and as required by the Owner.

c. Prior to substantial completion, the Owner, with the approval and concurrence of the Owner, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.

d. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the Owner of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the Owner.

e. The Contractor shall indemnify and save the Owner or Owner's representative harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tolls and all supplies incurred in the furtherance of the performance of the work. The Owner shall at the Owner's request furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.

f. The Owner will hold a five percent (5%) retainage on the entire contract amount until substantial completion for the project is approved by the Owner. Substantial completion will be considered complete once all project roadways have been resurfaced and approved by the Owner. An additional five percent (5%) retainage will be held on the entire contract amount until the Owner has approved and accepted the final construction improvements.

ARTICLE 53: TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of beginning and the time of completion of the work as specified in this Contract are ESSENTIAL CONDITIONS of this Contract, and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on a date to be specified in the Notice to Proceed.

b. The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified, and further that time of completion as agreed upon is reasonable, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

c. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a partial consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty, but as liquidated damages for such breach of Contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

d. The said amount is fixed and agreed upon by and between the Owner and the Contractor, and said amount is agreed to be the amount of damages the Owner would sustain in such an event as the above-mentioned, and said amount shall be retained from time to time by the Owner from current periodical payments.

e. It is further agreed that time is of the essence in each and every portion of the Contract and specifications; where in a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence in this Contract. Provided that the Contractor shall not be charged when the delay in completion of the work is due to:

1. Any preference, priority, or allocation order duly issued by the government, subsequent to the date of the Contract.

2. Unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to acts of God, or of the public enemy, act of the Owner, acts of another contractor, fires, floods, epidemics, strikes, and unusually severe weather.

3. Any delays of subcontractors or suppliers approved by the Owner. Provided further that the Contractor shall within ten (10) days from the beginning of

the delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay and notify the Contractor within a reasonable time of its decision in the matter.

f. The Completion Date, as certified by the Engineer when the construction of the project (and all parts thereof) is fully completed in accordance with the Contract Documents, consisting of the satisfactory fulfillment, in the opinion of the Engineer, of all punch list items, correction of any defective work, startup/training, testing of equipment, submission and approval of Operations and Maintenance Manuals and record drawings. Should the Completion not be achieved by the Contractor within the Contract Time, or extension of time granted by the Owner, then the provisions of liquidated damages shall apply.

ARTICLE 54: CORRECTION OF WORK

All work, materials, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Owner, who shall be the final judge of the quality and suitability of the work performed under this Contract. Should any of the work performed fail to meet with his/her approval, it shall be forthwith constructed, made good, replaced, and/or corrected as the case may be, by the Contractor, at his/her own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Owner, it is undesirable to replace, reconstruct, or correct any of the work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor shall be reduced by such amounts as in the judgment of the Owner shall be equitable.

ARTICLE 55: CHANGES IN THE WORK

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved changes shall be determined in accordance with Section 00830 Change Orders.

ARTICLE 56: EXTRAS

a. The Owner may, at any time, without notice of the sureties, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of this Contract, including but not limited to changes:

1. In the Specifications (including drawings and designs);

2. In the method or manner of performance of the work;

3. In the Owner-furnished facilities, equipments, materials, services, or site; or

4. Directing acceleration in the performance of the work.

b. Any other written order or an oral order (which terms as used in this paragraph (b) shall include direction, instruction, interpretation or determination) from the Owner, which causes any such change, shall be treated as a change order under this clause, provided that the Contractor gives the Owner written notice stating the date, circumstances and source of the order and that the Contractor regards the order as a Change Order.

c. Except as herein provided, no order, statement, or conduct of the Owner shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

d. If any change, by change order, causes an increase or a decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly: Provided, however, that no claim for any change order (b) above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required: and, provided, further, that in case of defective specifications for which the Owner is responsible, the equitable adjustment shall include only increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications.

e. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he/she must, within thirty (30) days after receipt of a written change order under (a) above or the furnishing of a written notice under (b) above, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above, submit to the Owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the Owner. The statement of claim hereunder may be included in the notice under (b) above.

f. No claim by the Contractor for an equitable adjustment hereunder for any amount shall be allowed unless agreed to by Change Order prior to the work being done

ARTICLE 57: CLAIMS FOR EXTRA COST

No claims for extra work or cost will be allowed unless the same were done in pursuance of a written order of the Owner as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When the work is performed under terms specified elsewhere in the Contract, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and upon the Owner's request, give him/her full access to the accounts relating thereto.

ARTICLE 58: FINAL ACCEPTANCE OF THE FINAL PAYMENT CONSTITUTES RELEASE

a. SUBSTANTIAL COMPLETION - Upon written notice from the Contractor of presumptive substantial completion of the project, the Engineer will make an inspection. If all work provided for in the contract is found completed to his satisfaction, that inspection shall constitute substantial completion inspection. The Engineer shall make a written acceptance of the physical work, which shall relieve the Contractor from further responsibility of the physical work except for the maintenance of seeded surfaces required prior to final acceptance.

b. FINAL COMPLETION - Upon written notice from the Contractor of presumptive final completion of the project, the Engineer will make an inspection. If all work provided for in the contract, including final seeded surfaces, is found completed to his satisfaction, that inspection shall constitute final inspection. The Engineer shall make a written acceptance of the physical work, which shall relieve the Contractor from further responsibility only with respect to the physical work, not withstanding any other warranties remaining in effect under the terms of the contract. Subsequent to the final acceptance of the physical work and upon compliance with the terms of the contract relating to submission of required reports or other documents, the Engineer will recommend final acceptance of the contract to the Owner.

c. The acceptance of the Final Payment by the Contractor shall be and shall operate as a release to the Owner for all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act or neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate as a release of the Contractor or his/her Surety from any obligations under this Contract or the performance and payment bond.

END OF SECTION 00700

SECTION 00800
SUPPLEMENTAL CONDITIONS

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ARTICLE 1: SCOPE OF WORK

The Contractor shall furnish all labor, materials, supplies, equipment, and other facilities, necessary to complete the work contemplated by this Contract as required by and in strict accordance with the plans, specifications, and addenda and/or required by and in strict accordance with such changes as ordered and approved pursuant to this Contract and the Contractor shall perform all other obligations imposed on him/her by this Contract. The Contractor shall be responsible for materials delivered and work performed until completion and final acceptance. Upon completion of the Contract, the work shall be delivered complete and undamaged.

ARTICLE 2: PROVISION FOR FLOW OF PRESENT DRAINAGE

The Contractor shall provide provision for the flow in all sewers, drains, and watercourses that are met or altered during the construction and all connections shall be restored without extra charge. All offensive matter shall be removed immediately with such precautions as may be directed. If required, the Contractor shall install temporary bypass connections for sewer, drains, and water facilities to provide uninterrupted or continuous service during the work of construction.

ARTICLE 3: WORK TO BE ACCOMPLISHED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS

The work, during its progress and at its completion, shall conform to the lines and grades shown on the drawings and to the directions given by the Owner from time to time, subject to such modifications or additions as he/she shall determine to be necessary during the execution of the work; and in no case will any work be paid in excess of such requirements. The work shall also be accomplished in accordance with the data in these specifications.

ARTICLE 4: CONTRACTOR TO CHECK DIMENSIONS AND SCHEDULES

The Contractor will be required to check all dimensions and quantities shown on the drawings or schedules given to him/her by the Owner, and shall notify the Owner of all errors therein which he/she may discover by examining and checking the same. The Contractor shall not take advantage of any error or omissions in these specifications, drawings, or schedules. The Owner will furnish all instructions should such error or omissions be discovered, and the Contractor shall carry out such instructions as if originally specified.

ARTICLE 5: PROTECTION OF LANDSCAPING

The Contractor shall take special care to preserve and protect from injury all trees and other permanent structures (e.g. retaining walls) located along the lines of construction, and no such trees shall be cut down, trimmed, or otherwise cut without permission from the Owner.

ARTICLE 6: REMOVAL OF WATER AND PROTECTION FROM FLOODING

The Contractor shall construct and maintain all pumps, drains, well points or any other facilities for the control, collection, and disposal of groundwater or surface and subsurface water encountered in the performance of the Contract work and provide all pumps, piping and ditching for the removal of water from the trenches and excavations so that all trenches and excavations may be kept free from water at all times and so work under this Contract may be performed in the dry. Any damage to

existing work or to the contract work resulting from the failure of the Contractor's dewatering operations, shall be repaired by the Contractor, as directed by the Owner, at no additional expense to the Owner. The Contractor's dewatering and pumping operations shall be carried out in such a manner that no loss of ground will result from these operations. Precautions shall be taken to protect new and existing work from flooding or damage during storms or other causes. There will be no separate payment for dewatering or water removal operations.

ARTICLE 7: HURRICANE PROTECTION

Should hurricane warnings be issued, the Contractor shall take every precaution to minimize danger to person, to the work and to adjacent property. These precautions shall include closing all openings, removing all loose materials, tools and equipment from exposed locations, and removing all scaffolding and other temporary work.

ARTICLE 8: CONFORMANCE WITH DIRECTIONS

The Owner may make alterations to the line, grade, plan, form, dimension, or materials of the work, or any part thereof, either before or after the commencement of construction. Should such alterations diminish the quality included in any item of work to be done and paid for at a unit price, the contractor shall have no claim for damages or for anticipated profits on the work that thus may be dispensed with. If they increase the quantity included in any such item, such increase shall be paid for at the stipulated prices.

ARTICLE 9: PROTECTION AGAINST HIGH WATER AND STORM

The Contractor shall take precautions to prevent damage to work or equipment by high water or by storms. The Owner may prohibit the carrying out of work at any time when in his/her judgement high waters or storm conditions are unfavorable or unsuitable, or at any time regardless of the weather when proper precautions are not being taken to safeguard previously constructed work or work in progress.In case of damage caused by failure of the Contractor to take adequate precautions, the Contractor shall repair or replace equipment damaged and shall make such repairs or rebuild parts of the damaged work as the Owner may require, at no additional cost to the Owner.

ARTICLE 10: SEQUENCE OF THE WORK

The Contractor shall be required to prosecute his/her work in accordance with a schedule prepared by him/her in advance and in accordance with additional requirements specified herein and approved by the Owner. This scheduling shall state the methods and shall forecast the times of doing each portion of the work. Before beginning any portion of the work, the Contractor shall give the Owner at least twenty-four (24) hours, or more as otherwise required in the contract documents, advance notice and ample time for making necessary preparations. In the event that the Contractor fails to meet this schedule, the Engineer's on-site time will be assessed to the Contractor and will be deducted from any sums due or which will become due the Contractor.

ARTICLE 11: COMPETENT HELP TO BE EMPLOYED

The Contractor shall employ experienced foremen, craftsmen and other workmen competent in the work in which they are to be engaged.

ARTICLE 12: STREETS AND SIDEWALKS TO BE KEPT OPEN

The Contractor shall at all times keep the streets and highways in which he/she may be working open for pedestrian and vehicular traffic. If in the opinion of the Owner, the interest of abutters and the public requires it, the Contractor shall bridge or construct planking across trenches at street crossings and roads or private ways. The Contractor shall conduct his/her work in such a manner as the Owner may direct from time to time. No sidewalk shall be obstructed where it is possible to avoid it.

The Contractor shall provide all necessary fire crossings at principal intersections or ways usually traveled by fire apparatus with provisions for the apparatus so it can travel along the line of the pipe installations.

ARTICLE 13: LIGHTS, BARRIER, WATCHMEN, AND INDEMNITY

The Contractor shall erect and maintain such barriers, lighting, warning lights, danger warning signals, and signs that will prevent accidents during the construction work and protect the work and insure the safety of personnel and the public at all times and places; the Contractor shall indemnify and protect the Owner and Engineer in every respect from injury or damage whatsoever caused by any act of neglect by the Contractor or his/her subcontractors, or their servants or agents.

In addition to the above, when and as necessary, or when required by the Owner, the Contractor shall post signs and employ watchmen or flagmen for the direction of traffic at the site and for excluding at all times unauthorized persons from the work site, for which the Contractor shall be paid no additional compensation. the Contractor shall be responsible for excluding at all times from the land within the easement areas, all persons not directly connected with the work.

All work occurring on state and local streets shall be clearly identified, protected and the public's safety ensured by erection of signs, barriers and all other provisions as outlined in the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways; issued by the U.S. Department of Transportation, Federal Highway Administration, 11th Edition with Revision 1, December 2025; Part 6, Temporary Traffic Control.

ARTICLE 14: NIGHT WORK

Night work, or work on Saturdays, Sundays, or legal holidays will not be permitted except in case of an emergency, and only upon the approval of the Owner, or as required by the Contract Documents. Should it be necessary for the Owner to operate an organization for continuous night work or for emergency night work; the lighting, safety and other facilities which are deemed necessary shall be provided by the Contractor. Compensation for this work shall be considered as having been included in the prices stipulated for the appropriate items of work as listed in the bid, and no extra compensation will be paid by the Owner. Night work required per the Contract Documents shall be fully executed in accordance with the Contract Documents at no additional cost to the Owner.

If the Contractor must work beyond the regular work week in order to complete the project within the contract time, all expenses of the Engineer and his/her personnel required for inspection or observation will be deducted monthly from any sums due or which will become due to the Contractor.

ARTICLE 15: WORK IN COLD WEATHER

The Owner may determine when conditions are unfavorable for work and may order the work, or any portion thereof, suspended whenever, in his/her opinion, the conditions are not such as will insure first class work.

ARTICLE 16: RESERVED MATERIALS

Materials found on the work site suitable for any special use, shall be preserved for that purpose. Where permitted, the Contractor may use in the various parts of the work, without charge, any materials taken from the excavation.

ARTICLE 17: DISPOSAL OF MATERIALS

The materials used in the construction of the work, shall be deposited in such manner so they will not endanger persons or the work, and so that free access may be had at any time to all hydrants and gates in the vicinity of the work. The materials shall be kept trimmed up so that as little inconvenience as possible to the public or adjoining tenants is caused.

ARTICLE 18: INTERFERENCE WITH EXISTING STRUCTURES

The Contractor shall be responsible for all broken mains or utilities encountered during the progress of the work and shall repair and be responsible for correcting all damages to existing utilities and structures at no additional cost to the Owner. The Contractor shall contact the proper utility or authority to correct or make any changes due to utilities or other obstructions during the work of construction of the sewerage system, but the entire responsibility and expense shall be with the Contractor.

All damaged items of work or items required to be removed and replaced due to construction shall be replaced or repaired by the Contractor to the complete satisfaction of the property Owner and/or the Owner, and at no additional expense to the Owner.

ARTICLE 19: TURF, TOPSOIL, AND OTHER REPLACED ITEMS

Where the system is constructed through cultivated or sodded lands, the Contractor shall save the turf and topsoil leaving the land as nearly as possible in its original condition. Trees, fences, walls, walks, and such other items must not be damaged.

ARTICLE 20: MATERIALS

All material furnished and used in the completed work shall be new; of best quality, workmanship, and design; and recognized as standard in the work to be done under this Contract. Whenever a specification number of reference is given the subsequent amendments (if any) shall be included. The standards set forth in the selection of materials and supplies are intended to conform with those standards adopted by the Owner. Preference in manufacture shall be given to adopted standards and

the Contractor shall further familiarize himself with the requirements of the Owner when the occasion or choice of materials so demands.

ARTICLE 21: DEFECTIVE MATERIALS AND TESTING

No materials shall be laid or used which are known, or may be found to be in any way defective. Any materials found to be defective at the site of work or upon installation shall be replaced by the Contractor at his/her own expense. Notice shall be given to the Owner of any defective or imperfect material. Defective or unfit material found to have been laid, shall be removed or replaced by the Contractor with sound and unobjectionable material without additional cost to the Owner. All materials furnished by the Contractor are subject to thorough inspection and tests by the Owner. The Contractor shall submit samples, as required by the Owner, of the various materials used on the Contract work for testing purposes. All ordering lists shall be submitted by the Contractor to the Owner for approval and shall be approved before the ordering of the materials.

ARTICLE 22: SANITARY REGULATIONS

Adequate sanitary conveniences for use of workman on the premises, properly secluded from public observance, shall be provided and maintained by the Contractor, in accordance with local and State health requirements, and in such a manner and at such points as shall be approved by these authorities, and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to the Owner and the local and State authorities. Under no circumstances shall sanitary wastes be allowed to flow on the surface of the ground.

The Contractor shall rigorously prohibit the committing of nuisances upon the lanes or rights-of-way of the Owner, about the work, or upon adjacent public or private property.

The cost of sanitary conveniences and maintaining the same will be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid, and not as a separate payment.

ARTICLE 23: SPIRITUOUS LIQUORS

The Contractor shall neither permit nor suffer the introduction of spirituous liquors upon the work embraced in this Contract, nor the use of the same.

ARTICLE 24: FINISHING AND CLEANING UP

In completing his/her operations, the Contractor shall immediately remove all surplus material, tools, and other property belonging to him/her, leaving the entire street or surroundings free and clean and in good order, at no additional expense to the Owner. The Contractor shall exercise special care in keeping the rights-of-way and private lands upon which work is performed free and clean of all debris, and shall remove all tools and other property when they are not in use. The costs of finishing and clean-up will be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid, and not as a separate payment, except for cleaning and sweeping pavement.

ARTICLE 25: CLEAN-UP AT CONTRACTOR'S EXPENSE

In case the Contractor fails or neglects to promptly remove all surplus materials tools, and incidentals after backfilling, leaving the street or surrounding area clean and free of debris, and do the required repaving when ordered, the Owner may, after 24 hours notice, cause the work to be done and the cost thereof deducted from any payment due to the Contractor.

ARTICLE 26: RIGHTS OF ACCESS

Nothing herein contained or shown on the drawings shall be construed as giving the Contractor exclusive occupancy of the work area. The Owner or any other contractors employed by him/her, the various utility companies, contractors or subcontractors employed by State or Federal agencies, or any other agencies involved in the general project or upon public rights-of-way, may enter upon or cross the area of work or occupy portions of the area as is directed or necessary. When the territory of one contract is the convenient means of access to the other, the Contractor shall arrange his/her work in such a manner as to permit such access to the other and prevent unnecessary delay to the work as a whole.

ARTICLE 27: LOADING

No part of the structures involved in this contract shall be loaded during construction with a load greater than it is calculated to carry with safety. Should any accidents or damage occur through any violation of this requirement, the Contractor will be held responsible under his/her Contract and bond.

ARTICLE 28: EXISTING UTILITIES OR CONNECTIONS

The Contractor shall assume that there are existing water and other utility connections to each and every building in route, whether they appear on the drawings or not. Any expense and/or delay occasioned by utilities and structures or damage thereto, including those not shown, shall be the responsibility of the Contractor, at no additional expense to the Owner.

Before proceeding with construction operations, the Contractor shall make such supplemental investigations, including exploratory excavations by hand digging, as he/she deems necessary to uncover and determine the exact locations of utilities and structures and shall have no claims for damages due to encountering subsurface structures and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than those shown on the drawings, or which are made known to the Contractor prior to construction operations. The Contractor shall be responsible and liable for all damages to existing utilities and structures. The costs of this work will be considered to be included in the prices stipulated for the appropriate items of work as listed in the bid, and not as a separate payment.

ARTICLE 29: COMPLETENESS OF THE WORK

In addition to the specified or described portions of the work, all other work and all other materials, equipment and labor of whatever description, necessary or required to complete the work, or for carrying out the full intent of the drawings and specifications; such work, labor, materials, and equipment shall be provided by the Contractor, and payment therefore shall be considered as having been included in the prices stipulated for the appropriate item of work listed in the bid.

ARTICLE 30: CARE OF THE WORK

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

ARTICLE 31: INDEMNITY

The Contractor shall at all times indemnify and save harmless the Owner and the Engineer, their servants and agents, from any and all claims and from any suits, litigations, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or property in connection with the contract work, caused in whole or in part by acts or omissions of the Contractor, his/her subcontractors, material men or anyone directly or indirectly connected with the contract work.

ARTICLE 32: FIRE PREVENTION AND PROTECTION

All State and municipal rules and regulations with respect to fire prevention, fire-resistant construction, and fire protection shall be strictly adhered to and all work and facilities necessary therefore shall be provided and maintained by the Contractor in an approved manner.

All fire protection equipment such as water tanks, hoses, pumps, extinguishers, and other materials, and apparatus, shall be provided for the protection of the contract work, temporary work, and adjacent property. Trained personnel experienced in the operation of all fire protection equipment and apparatus shall be available on the site whenever work is in progress, and at such other times as may be necessary for the safety of the public and the work.

ARTICLE 33: WORK BY OTHERS

The Owner reserves the right to do any other work which may be connected with, or become a part of, or be adjacent to the work embraced by this CONTRACT, at any time, by Contract or otherwise. The Contractor shall not interfere with the work of such others as the Owner may employ, and shall execute his/her own work in such a manner as to aid in the execution of the work of others as may be required. No backfilling of trenches or excavations will be permitted until such work by the Owner is completed.

ARTICLE 34: CHANGES AND MODIFICATIONS

The Owner reserves the right to delete or cancel any item or items or parts thereof as listed in the bid, without recourse by the Contractor. The Owner also reserves the right to add any item as listed in the bid. The compensation to be paid to the Contractor for such additional extensions, appurtenances, or items shall be made under the applicable items in the bid. If no applicable items are provided in the bid, the compensation to be paid the Contractor shall be set forth under the article entitled "Changes in the Work" as found in the GENERAL CONDITIONS.

ARTICLE 35: CONSTRUCTION SCHEDULE

In addition to other requirements specified, and within five (5) days after written notice to proceed, the Contractor shall confer with the Owner for the purpose of drafting a construction schedule satisfactory to the Owner which is to include all the work under this Contract. The Contractor shall perform the work of this Contract to conform with the schedule as approved by the Owner, except that the Owner reserves the right to amend and alter the construction schedule at any time, in a manner which is deemed to be in the best interest of the Owner to do so. The Contractor shall arrange his/her work to conform with this schedule as it may be revised from time to time by the Owner, at no additional expense to the Owner. The Contractor shall notify the Owner immediately of any circumstances which may affect the performance of the work in accordance with the current construction schedule.

ARTICLE 36: FIRE AND POLICE NOTIFICATION

If it becomes necessary at any time to temporarily barricade a street or cause detours to be put up, or rerouting of traffic, the Fire and Police Departments shall be notified by the Contractor, and their consent obtained before any such action is initiated.

ARTICLE 37: TEMPORARY POWER

The Contractor shall make all the necessary arrangements with the power company for providing temporary electric power for his/her use, if necessary. All unauthorized sources of power, such as neighboring homes, shall be prohibited.

ARTICLE 38: FAILURE TO REPAIR

Any emergency rising from the interruption of electric, gas, water, or sewer service due to the activities of the Contractor, shall be repaired by the Contractor as quickly as is possible.

If and when, in the opinion of the Owner, the Contractor is not initiating repair work as expeditiously as possible upon notification to do so, the Owner may, at his/her own option, make the necessary repairs using his/her own forces or those of others. The cost of such repairs shall be subtracted from the payments due to the Contractor.

ARTICLE 39: UNIFORMED POLICE PROTECTION

The Contractor shall coordinate his/her operations with the local Police Department who will regulate traffic flow on the streets on which work is being done. The Public Works Department and the Police Department will determine the need for Traffic Police on the job. If it is so determined that the location of the work with respect to traffic requires Traffic Police, the Contractor shall arrange for uniformed police officers as may be necessary. The Contractor shall be compensated for police detail through an allowance item listed on the Bid Form.

The presence of Traffic Police shall in no way relieve the Contractor of any responsibility or liability which is his/her under the terms of the Contract.

ARTICLE 40: BLASTING

No blasting shall be allowed in this project.

ARTICLE 41: DIFFERING SITE CONDITIONS

a. The Contractor shall promptly and before such conditions are disturbed, notify the Owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The Owner shall promptly investigate the conditions, and if he/she finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.

b. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above; provided, however, the time prescribed therefore may be extended by the Owner.

c. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

ARTICLE 42: SUSPENSION OF WORK

The Owner may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he/she may determine to be appropriate for the convenience of the Owner.

a. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner in administration of this Contract, or by his/her failure to act within the time specified in this Contract (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly. However no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or (2) for which an equitable adjustment is provided for or excluded under any provision of this Contract.

b. No claim under this clause shall be allowed (1) for any costs incurred more than twenty (20) days before the Contractor shall have notified the Owner in writing of

the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable, after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Contract.

ARTICLE 43: TERMINATION FOR DEFAULT; DAMAGES FOR DELAY; TIME EXTENSIONS

a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, the Owner may, by written notice to the Contractor, terminate his/her right to proceed with the work or such part of the work as to which there has been a delay. In such event the Owner may take over the work and prosecute the same to completion, by Contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and a plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the work is terminated, he/she and his/her sureties shall be liable for any damage to the Owner resulting from his/her refusal or failure to complete the work within the specified time.

b. If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Owner in completing the work.

c. If fixed and agreed liquidated damages are provided in the Contract and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed or accepted.

d. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

1. The delay in the completion of the work arises from causes other than normal weather beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Owner in either its sovereign or contractual capacity, acts of another Contractor in the performance of a Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from causes other than normal weather beyond the control and without the fault of negligence of both the Contractor and such subcontractors or suppliers; and

2. The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay. The Owner shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his/her judgement, the findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the Remedies clause of this Contract.

e. If, after Notice of Termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the Owner, be the same as if the Notice of Termination had been issued pursuant to such a clause. If, in the foregoing circumstances, this Contract does not contain a clause providing for termination for convenience of the Owner, the Contract shall be equitably adjusted accordingly; failure to agree to any such adjustment shall be subject to the Remedies clause of this Contract.

f. The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

g. As used in paragraph (d) (1) of this clause, the term "subcontractors or suppliers" means subcontractors or suppliers at any tier.

ARTICLE 44: TERMINATION FOR CONVENIENCE

a. The performance of work under this Contract may be terminated by the Owner in accordance with this clause in whole, or from time to time in part, whenever the Owner shall determine that such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

b. After receipt of a Notice of Termination, and except as otherwise directed by the Owner, the Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

4. Assign to the Owner, in the manner, at the times, and to the extent directed by the Owner, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. In which case, the Owner shall have the right, in its discretion, to settle, or pay any or all claims arising out of the termination of such orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner to the extent he/she may require, which approval or ratification shall be final for all the purposes of this clause;

6. Transfer title to the Owner, and deliver in the manner, at the times, and to the extent, if any, directed by the Owner, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would have been required to be furnished to the Owner.

7. Use his/her best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner, any property of the types referred to in (6) above; provided, however, that the Contractor (i) shall not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed and at a price or prices approved by the Owner: And, provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner to the Contractor under this Contract or shall otherwise be credited to the price or cost of the work covered by this Contract or paid in other such manner as the Owner may direct;

8. Complete performance of such part of the work as shall not have been terminated by the Notice to Termination; and

9. Take such action as may be necessary, or as the Owner may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the Owner has or may acquire an interest.

c. After a receipt of Notice of Termination, the Contractor shall submit to the Owner

his/her termination claim, in the form and with the certification prescribed by the Owner. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one (1) or more extensions in writing are granted by the Owner upon request of the Contractor made in writing within such one (1) year period or authorized extension thereof. However, if the Owner determines that the facts justify such action, he/she may receive and act upon any such termination claim at any time after such one (1) year period or extension thereof. Upon failure of the Contractor to submit his/her termination claim within the time allowed, the Owner may determine, on the basis of information available to him/her, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

d. Subject to the provisions of paragraph (c), the Contractor and the Owner may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price or work not terminated. The Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in Paragraph (e) of this clause, prescribing the amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the Contractor pursuant to this Paragraph (d).

e. In the event of the failure of the Contractor and the Owner to agree as provided in Paragraph (d) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the Owner shall determine, on the basis of information available to him/her, the amount, if any, due to the Contractor the amounts determined as follows:

1. With respect to all contract work performed prior to the effective date of the Notice of Termination, the total (without duplication of any items) of:

The cost of such work;

(i) The cost of settling and paying claims arising out of the termination of work under subcontracts or orders provided in Paragraph (b) (5) above,

(ii) exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the Notice of Termination of work under this Contract, which amounts shall be included in the cost on account of which payment is made under (i) above, and;

(iii) A sum, as profit on (i) above, determined by the Owner to be fair and reasonable; provided, however, that if it appears that the

Contractor would have sustained loss on the entire Contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

2. The reasonable cost of the preservation and protection of property incurred pursuant to Paragraph (b) (9); and any other reasonable cost incidental to termination of work under this Contract, including expense incidental to the determination of the amount due to the Contractor as the result of the termination of the work under this Contract.

The total sum to be paid to the Contractor under (1) above shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for the normal spoilage, and except to the extent that the Owner shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor under (1) above, the fair value, as determined by the Owner, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Paragraph (b) (7).

f. The Contractor shall have the right to dispute under the clause of this Contract entitled "Remedies" from any determination made by the Owner under Paragraph (c) or (e) above, except that, if the Contractor has failed to submit his/her claim within the time provided in Paragraph (c) above , except that, if the Contractor has failed to request extension of such time, he/she shall have no such right of appeal. In any case where the Owner has made a determination of the amount due under Paragraph (c) or (e) above, the Owner shall pay to the Contractor the following: (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the Owner or (2) if a "Remedies" proceeding is initiated, the amount finally determined in such "Remedies" proceeding.

g. In arriving at the amount due the Contractor under this clause, there shall be deducted (1) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this Contract, (2) any claim which the Owner may have against the Contractor in connection with this Contract, and (3) the agreed price for, or the proceeds of the sale of any materials, supplies, or other things kept by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the Owner.

h. If the termination hereunder be partial, prior to the settlement of the terminated portion of this Contract, the Contractor may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the

Notice of Termination) and such equitable adjustment as may be agreed upon shall be made in such price or prices; however, nothing contained shall be made in such price or prices; however, nothing contained herein shall limit the right of the Owner and the Contractor to agree upon the amount or amounts to be paid the Contractor for the completion if the continued portion of the Contract when said Contract does not contain an established contract price for such continued portion.

ARTICLE 45: AUDIT, ACCESS TO RECORDS

The Contractor shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of the cost submission or for any negotiated contract or change order and a copy of the cost summary submitted to the Owner. The Contractor will provide proper facilities for such access and inspection.

Audits conducted pursuant to this Provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor agrees to the disclosure of all information and reports resulting from the access to records pursuant to paragraphs above, to any of the agencies referred to above, provided that the Contractor is afforded the opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report that the final audit report will include written comments of reasonable length, if any, of the Contractor.

Records under paragraphs above, shall be maintained and made available during performance on work under this Contract and until three (3) years from the date of final payment for the project. In addition, those records which relate to any "Dispute", appeal agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

ARTICLE 46: COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 47: GRATUITIES

a. If it is found, after notice and hearing, by the Owner that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any official, employee or agent of the Owner, or of the State, with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract, the Owner may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract or may pursue such other rights and remedies provided by law or under this Contract; provided, that the existence of the facts upon which the Owner makes such findings shall be in issue and may be reviewed in proceedings pursuant to the "Remedies clause of this Contract.

b. In the event this Contract is terminated as provided in Paragraph (a) hereof, the Owner shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the Contract by the Contractor, and (2) as a penalty in addition to any other damages to which it may be entitled to by law, to exemplary damages in an amount (as determined by the Owner) which shall be not less than three (3) nor more than ten (10) times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

ARTICLE 48: CONTRACTOR TO LAY OUT HIS/HER OWN WORK

The Owner or its representative will establish such general reference points as in his/her judgement will enable the Contractor to proceed with the work. The Contractor, at his/her own expense, shall provide all materials and equipment and such qualified helpers as the Owner may require for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The Contractor shall lay out all the contract work from the above and shall be responsible for the accuracy of all lines, grades, and measurements.

ARTICLE 49: SUBSURFACE STRUCTURES AND UTILITIES

The Contractor shall make investigations including exploratory excavations, by hand digging, as he/she deems necessary to uncover and determine the exact locations of utilities and structures as necessary to complete the work, and shall have no claims for damages due to encountering subsurface structures or utilities in locations other than those shown on the Drawings, or which are made known to the Contractor prior to construction operations.

ARTICLE 50: PROTECTION OF CONSTRUCTION FEATURES

The Contractor shall take adequate precautions to protect existing sidewalks, curbs, berms, pavements, utilities, adjoining property and such incidentals, and to avoid damage thereto. The Contractor shall completely repair any damage at no additional expense to the Owner.

ARTICLE 51: ARBITRATION

All claims, disputes, and other matters in question arising out of, or relating to, the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by in Article 58 of General Conditions, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Engineer. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

END OF SECTION 00800

SECTION 00820

STATE REGULATIONS

1. Labor Classifications and Minimum Wage Rates

   A. Minimum wage rates as determined by the U.S. Department of Labor apply to this project.

      It is the responsibility of the Contractor, before bid opening, to request, if necessary, any additional information on Federal Wage Rates for those tradespeople who are not covered by the applicable General Wage Decision, but who may be employed for the proposed work under this contract.

      All construction associated with this contract will be governed by Heavy and Highway Rates.

2. Minority/Women's Business Enterprise (MBE/WBE) Forms

   A. Disadvantaged Business Enterprise (including MBE and WBE) policies of the State of Rhode Island and the Town of Burrillville are applicable to this Contract. The goal for this project is a minimum of **ten (10) percent** participation by state-certified MBEs/WBEs.

END SECTION 00820

SECTION 00830

CHANGE ORDERS

POLICY

All executed change orders submitted to the Engineer for review and processing must be prepared in accordance with the attached change order format (Appendix A) with the appropriate number of copies, calculation sheet(s) (Appendix B) and all other supporting documentation necessary for evaluation. Failure to comply with these instructions will result in delays in processing the change order.

In order to avoid possible delays with approval of change orders, at the beginning of the project and as circumstances warrant, the Contractor shall submit a list of construction equipment, identifying major pieces of equipment to be utilized on the project. The list shall include the Contractor's designation, if any, the manufacturer, model, year of manufacture, serial number, size and horsepower of equipment. The Contractor shall also provide for approval a proposed bluebook equipment rental rate development that separately lists for each piece of equipment the monthly rental rate, area adjustment factor, depreciation factor, estimated operating cost per hour and total hourly rate. In the event the Contractor fails or is unable to provide appropriate rate information the Engineer may develop equipment rental rates for use on change orders.

PAYMENT OF CHANGE ORDERS

Payment of all change orders shall be in accordance with the relevant provisions of Rhode Island General Laws, as amended from time to time.

Payment of change orders shall be made in accordance with one of the following three (3) methods:

1. Existing unit prices as set forth in the contract; or
2. Agreed upon lump sum or unit prices; or
3. Time and materials

A. Payment for work for which there is a unit price in the contract:

Where the contract contains a unit price for work and the Engineer orders a change for work of the same kind as other work contained in the contract and is performed under similar physical conditions, the Contractor shall accept full and final payment at the contract unit price(s) for the acceptable quantities. Under certain circumstances, the unit prices may be subject to revaluation and adjustment.

B. Payment for work or materials for which no price is contained in the contract:

If the Engineer directs, the Contractor shall submit promptly in writing to the Engineer an offer to do the required work on a lump sum or unit price basis, as specified by the Engineer. The stated price, either lump sum or unit price, shall be divided so as to show that it is the sum of:

1. The estimated cost of Labor, plus
2. Direct Labor Cost, plus
3. Material and Freight Costs, plus
4. Equipment Costs, plus
   An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus (if applicable),
5. In the case of work done by a subcontractor an amount not to exceed 7 1/2%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
6. Credits for work deleted from the contract.

C. Payment for work on a time and materials basis:

Unless an agreed lump sum and/or unit price is obtained as noted above and is so stated in the change price, the Contractor shall accept as full payment for which no agreement is contained in contract, an amount equal to:

1. The estimated cost of Labor, plus
2. The Direct Labor Costs, plus
3. Equipment Costs, plus
4. Material and Freight Costs, plus
5. An amount not to exceed 20% of the sum of items 1 through 4 for overhead and profit, plus, if applicable,
6. In the case of work done by a subcontractor an amount not to exceed 7 1/2%, for the general contractor of the sum of the cost (not including subcontractor's overhead and profit) of items 1 through 4 for his overhead and profit (less, if applicable),
7. Credit for work deleted from the Contract.

Explanation of items 1 through 7 as outlined in "B" and "C" above:

1. Labor - Only those workers employed on the project who are doing the extra work, including the foreman in charge, are allowable. General foremen, superintendents, or other supervisory personnel are considered to be included in the overhead markup as provided in items 5 and/or 6. Hourly labor rates in excess of those as listed in the contract wage rates

require documentation. As a minimum, an explanation and the appropriate copy of the certified payroll are required.

2. Direct Labor Costs - These costs are limited to those which are required in the contract document. Coverage in excess of the contract provisions, secured by the contractor/subcontractor(s) at his option, are ineligible. The following list of typical direct labor charges is provided for your assistance and is in no way intended to be complete or all encompassing:

Workman's Compensation

Federal/State: Social Security Tax and Unemployment Tax;

Health, Welfare and Pension Benefits; (this cost is included in the prevailing wage rates).

Liability Insurance:	Bodily Injury; Excess Umbrella; Property Damage; Public
Blasters Insurance	
Builders Risk Insurance	If applied to any required
Experience Modification	direct
Insurance	labor
Surcharges	costs

Following award and prior to execution of a construction contract, the Contractor and filed subbidders (where applicable) shall submit for review by the Owner, documentation to establish the markup percentage(s).

The documented direct labor markup for this contract may be adjusted on an annual basis as measured from the date the contract is executed. The contract agreement will provide for the establishment of the Direct Labor Cost percentage.

3. Material and Freight - Only those materials required as a result of the change order and reasonable freight charges for delivery of same are allowable.

4. Equipment - Only the equipment required as a result of the change order is allowable. Equipment rental rates shall be governed by the current Nielson/Dataquest Rental Rate Bluebook for Construction Equipment (the "Bluebook"). In determining the rental rate the following shall apply:

a. For equipment already on the project - the monthly prorated rental rate by the hourly use shall be applicable;

b. For equipment not on the project the daily rate, the weekly rate, or monthly rate will prevail, whichever will prove to be most cost effective. Small tools and manual equipment are examples of costs not allowable under this item. These costs are considered to be included in the overhead markup as provided in items 5 and/or 6.

(1 Month (Normal Use) = 176 hours)

5. & 6. Overhead and Profit - All other costs not previously mentioned are considered to be included in this item, be it for the general contractor or subcontractor(s).

7. Credits - Work deleted, material and equipment removed from the contract, stored and/or returned shall be credited to the cost of the change order, less documented costs.

The Contractor shall furnish itemized statements of the cost of the work ordered and shall give the Engineer access to all accounts, bills and vouchers relating thereto; and unless the Contractor shall furnish such itemized statements, and access to all accounts, bills and vouchers, he/she shall not be entitled to payment for any items of extra work for which such information is sought by the Engineer.

Appendix A

Change Order
(Burrillville High School Field House)
(Burrillville, Rhode Island)

Sheet _____ of _____

Date: _____

Contract No. _____

Change Order No. _____

Owner's Name: _____

Owner's Address: _____

Contractor's Name: _____

Contractor's Address: _____

Item 1:
Description of Change:

Reason for Change:

Backup Information:

Cost: $

Item 2
Description of Change:

Reason for Change:

Backup Information:

Cost: $

SECTION 00900

ADDENDA

There are no addenda to Contract No. 27-002 as of November 12, 2026.

END SECTION 00900

DIVISION 1
GENERAL REQUIREMENTS

SECTION 01000

GENERAL REQUIREMENT'S

PART 1 GENERAL

1.01 SCOPE OF WORK

The project limits include the existing Burrillville High School Athletic Fields area located at 425 East Avenue in the Town of Burrillville, Rhode Island.

Proposed improvements include but are not limited to: A Field House at the Burrillville High School.

1.02 CONSTRUCTION SEQUENCE

A. Prior to the start of any mobilization, construction or ordering of materials the Contractor shall schedule a Pre-Construction Meeting and Site Walk with the Engineer and Owner. During the site walk the Engineer will clarify where erosion controls were anticipated to be necessary, clarify the parking lot and bike path paving limits, and clarify the location of any drainage work items in the contract.

B. Erosion control measures shall be installed by the Contractor as indicated on the plans and as directed by the Engineer during the Site Walk prior to commencing any work. Additional erosion controls must be installed around stockpiled materials and as required to control erosion and sedimentation from the work area(s). Such measures shall be maintained throughout the contract period.

C. The Contractor shall ensure that no excavation be left open, unguarded, or water filled during any period of time when work is not in progress. All subsurface work shall be completed with temporary surfacing in a particular area before proceeding to other work areas.

D. Prior to the start of construction, the Contractor shall submit a schedule for the work to be completed under this contract for approval by the Town.

E. Traffic Control Plans are not anticipated to be required. The contractor shall seek approval from the Town and Engineer for any changes to traffic flow conditions.

1.03 CHANGE IN AMOUNT OF WORK

A. The Owner reserves the right to increase or decrease the amount of any item of work included in the Bid Form, as may be desirable or necessary during the course of this contract. The unit prices quoted in the Bid Form shall apply without change to such variation in the quantity of work to the extent provided by law.

1.04 EXISTING UTILITIES

A. Determining the location and depth of existing utilities will be the responsibility of the Contractor. The drawings do not show the exact location and depth of all utilities, nor do they show all utilities that may be encountered. If needed to perform the work, the Contractor shall locate all utilities in the area of the work by experimental excavations (if necessary) prior to and as the work progresses.

B. The Contractor shall notify the proper utility companies and Owner to obtain the location of all utilities prior to beginning work. The marked locations shall be preserved by the Contractor during the course of the work, until such time as they are no longer needed.

C. All utilities interfered with or damaged by the Contractor shall be immediately and properly restored by the Contractor. The Contractor shall fully compact all backfill material around and under all existing utilities encountered or crossed.

1.05 TEMPORARY FACILITIES

A. If needed, the Contractor shall obtain the prior approval of the Owner and electrical utility provider for the temporary use of unmetered electrical power.

B. The use of any utility, including storm drainage and water supply systems, shall be coordinated with the Owner prior to such use.

1.06 STOCKPILE OF MATERIALS

A. The Contractor shall stockpile materials, plants, and equipment to be used in the construction in approved location(s) as directed by the Engineer. Erosion control measures shall be maintained by the Contractor around all stockpiles, as required by the Engineer. All storage locations shall be restored to their original condition by the Contractor at his/her expense.

B. Materials shall be stored so as to preserve their quality and fitness for the work. Stockpiled materials approved before storage may be re-inspected prior to their use in the work.

1.07 DISPOSAL OF SURPLUS MATERIAL AND DEBRIS

A. All surplus material removed from the excavations or from abandoned units shall remain the property of the Owner and shall be deposited by the Contractor as directed by the Owner within the limits of the project area where the work is being performed until such time that the Owner determines the materials can be removed or disposed.

B. All unsuitable material removed from the excavations or from abandoned units that the Owner does not desire to retain shall be legally disposed of by the Contractor at his/her expense.

C. During the progress of work the Contractor shall maintain the work site and adjoining areas in a neat and orderly manner and shall not allow the accumulation of construction debris. The Contractor shall use a suitable rubbish container at the site if so directed by the Owner or Engineer. Should the Contractor neglect to maintain the site free of accumulated debris, the Owner reserves the right to have the service performed by others at the Contractor's expense.

D. Before acceptance and payment for the work at the substantial completion and final completion stages of construction, all temporary structures, surplus materials including cold recycled base course, equipment, abandoned units, and debris which the Contractor may have accumulated during the work on the site or any adjoining property shall be removed of and properly disposed of at the Contractor's expense.

1.08 PERMITS AND FEES

A. The Contractor shall obtain and comply with all required permits to complete the work, including all fees and bonds at his/her expense. The Contractor shall be solely responsible for performing all acts and providing all materials required to comply with all terms and conditions of required permits and licenses.

1.09 NOTIFICATION OF CONSTRUCTION

A. At least five (5) business days prior to beginning the work the Contractor shall notify the following agencies to provide information regarding proposed excavations:

1. DIG SAFE;
2. Public Works;
3. Police Department;
4. Fire Department;
5. Owner's Site Representative; and
6. Engineer

1.10 SUBMITTALS

A. The Contractor shall submit to the Engineer for acceptance, shop drawings and other forms as required in Section 00700 General Conditions Article 36, for all items to be furnished under this contract.

B. The Contractor shall submit certificates of compliance for all backfill, bedding, pavement and other bulk materials from the source of supply demonstrating conformance with the contract specifications. If the Engineer so desires, materials may be approved at the source of supply before delivery is started.

1.11 EMERGENCY SERVICE

A. The Contractor shall maintain a full-time telephone service with access to his/her representative having the authority to respond to emergency situations such as settled trenches, weather damage, etc. The emergency telephone service number and list of contact personnel shall be submitted to the Owner prior to beginning work, and shall be maintained throughout the progress of work and the full contract period.

B. The Contractor shall be capable of placing response personnel at the work site within one (1) hour of emergency notification.

1.12 HOURS OF OPERATION

A. No outdoor activity by the Contractor shall be permitted on the site outside of the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except as required by the Contract Documents.

B. The Owner may approve other work hours for special considerations such as work to be completed during off-peak hours. The Contractor must receive written approval from the Owner prior to working during such hours.

1.13 PRECONSTRUCTION CONFERENCE

A. Prior to the start of the construction there will be a preconstruction conference and site walk to discuss the phasing and scheduling of the construction project. The specific time and place of the conference will be arranged by the Owner after the Contract has been awarded.

1.14 PROGRESS MEETINGS

A. During the course of the construction project, the Contractor shall attend status meetings as scheduled by the Engineer or Owner to be held at the Site or at the Department of Public Works Main Office. The attendance of subcontractors and suppliers may be required during the progress of the work. The Contractor's Project Manager shall attend the meeting and shall be prepared and authorized to discuss the following items:

1. Progress of Work in relation to Contract Schedule;
2. Proposed Work activities for forthcoming period;
3. Resources committed to Contract;
4. Coordination of Work with others;
5. Status of procurement of equipment and materials;
6. Status of Submittals;
7. Outstanding actions, decisions, or approvals that affect Work activities;
8. Security issues;
9. Quality Issues;
10. Potential Claims;
11. Contract Changes;
12. Costs & Budget;

13. Labor;
14. Insurance; and
15. MBE / EEO Requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01000

SECTION 01010

MOBILIZATION AND DEMOBILIZATION

PART 1 GENERAL

1.01 SCOPE

A. The work shall consist of the mobilization and demobilization of the Contractor's forces and equipment necessary for performing the work required under the contract.

B. This work shall not include mobilization and demobilization for specific items of work for which payment is provided elsewhere in the contract.

C. Mobilization will not be considered as work in fulfilling the contract requirements for commencement of work.

1.02 GENERAL

A. Mobilization shall include all activities and associated costs for transportation of Contractor's personnel, equipment, and operating supplies to the site; establishment of offices, buildings, and other necessary general facilities for the Contractor's operations at the site; premiums paid for performance and payment bonds, including coinsurance and reinsurance agreements as applicable; and other items specified in these specifications.

B. Demobilization shall include all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site; including the disassembly, removal and site cleanup of offices, buildings and other facilities assembled on the site specifically for this contract.

C. This work includes mobilization and demobilization required by the contract at the time of award. If additional mobilization and demobilization activities and costs are required during the performance of the contract as a result of changed, deleted, or added items of work for which the Contractor is entitled to an adjustment in contract price, compensation for such costs will be included in the price adjustment for the item or items of work changed or added.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01010

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. This section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.

B. The Contractor shall submit a comprehensive construction schedule for the Owner's review at least 7 calendar days prior to the first Application for Payment. The schedule shall consist of a bar graph timeline that shows the beginning and the end of each task to be performed. The timeline shall begin at the time of notice to proceed and end at the date of final acceptable. This schedule shall be reviewed and updated at regular construction meetings throughout the life of the project.

1.02 SCHEDULE OF VALUES

A. Coordinate preparation of schedule of values with preparation of construction schedule.

B. Submit Schedule of Values to the Owner at the earliest feasible date, but in no case later than 7 calendar days prior to first Application for Payment.

C. Use Project Manual and Drawings as a guide to establish format for Schedule of Values.

a. Identification: Include the following on the Schedule of Values:
   i. Project Name and Locations
   ii. Name of Owner and Engineer
   iii. Contractor's name and contact information
   iv. Date of Submittal
b. Arrange Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   i. Generic Name (i.e. demolition, earthwork, etc.)
   ii. Related Specifications
   iii. Name of Manufacturer (if applicable)
   iv. Name of Supplier
   v. Change Orders that have affected value
   vi. Dollar Value
   vii. Percentage of Contract Sum
c. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluations of applications for payment and progress reports. Break principal subcontractor amounts down into several line items.
d. Round amounts off to the nearest whole dollar. Total shall equal the contract sum.
e. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate

line items on Schedule of Values for initial cost of materials, for each subsequent state of completion and for total installed value of that part of the work.

D. Show items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

a. Temporary facilities and other major cost items that are not direct costs of actual work-in-place shall be shown as separate line items in the Schedule of Values.

E. Schedule Updating: Update and resubmit Schedule of Values when Change Orders or Construction Change Directives result in a change to the contract sum.

1.03 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous Applications as certified by the Owner.

B. Payment Application Times: Date for each progress payment shall be the 15th of each month. The period of construction covered by each Application is period ending 15 days prior to each progress payment and starting the day following the end of the preceding month.

C. Contractor shall complete applications for payment on an approved payment format. Contractors shall indicate total retainage and current retainage.

D. Include amounts of Change Orders issued prior to the last day of period covered by the Application.

E. Submit two copies of each Application to the Owner.

F. With each Application submit partial waivers of lien on each item for amount requested prior to deduction for retainage.

G. When Application shows completion of an item, submit final waivers or full waivers.

H. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of work covered by the application who could lawfully be entitled to a lien.

I. Submit waivers of lien on forms acceptable to the Owner.

1.04 ALLOWANCES

A. Payment will be made for invoices submitted by the Contractor subject to the conditions and limitations in the Contract Documents.

B. The Contractor shall not add overhead or profit to the Allowance Items listed in the Bid Schedule.

C. The allowances will be adjusted to the actual amount paid for such services and supported by invoice. No retainage will be withheld from this amount.

D. The Contractor shall be responsible for the prompt payment for these allowance services to the appropriate payee providing said service, and shall submit evidence to the Engineer of payments to the payee prior to its inclusion in the invoice.

1.05 SUBMITTALS

A. The following actions and submittals must precede the first Application for Payment:

a. Construction Schedule
b. Initial Progress Report
c. Certificates of Insurance and Insurance Policies
d. State Certified Intents to Pay Prevailing Wages

B. Submittals that precede or coincide with subsequent Applications for Payment:

a. Warranties
b. Operations and Maintenance Instructions
c. Schedule of Values

C. Submittals following Certificate of Substantial Completion:

a. List of incomplete work recognized as exceptions to the Certificate of Substantial Completion.
b. Final Cleaning Procedures

D. Administrative actions and submittals which must precede of coincide with submittal of final Application for Payment includes:

a. State Certified Affidavit of Wages Paid.
b. Completion of Project Closeout Requirements.
c. Completion of items specified for completion after Substantial Completion.
d. Assurance that unsettled claims will be paid.
e. Assurance that work not complete and accepted will be completed without delay.
f. Transmittal of required project construction records to the Owner.
g. Proof that taxes, fees and similar obligations have been paid.
h. Removal of temporary facilities and services, unless alternate schedule has been agreed upon.
i. Removal of surplus materials, rubbish and similar elements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01025

SECTION 01030

SPECIAL REQUIREMENTS

PART 1 GENERAL

1.01 MATERIALS

Steel, aggregate, soils, Portland cement concrete and bituminous concrete utilized in construction of the Project shall be obtained from Rhode Island Department of Transportation approved sources and sampled and tested by personnel certified by either the Northeast Transportation Training and Certification Program, the National Institute for Certification of Engineering Technologies or American Concrete Institute, whichever may be applicable for the materials being sampled and tested. All steel used in permanent placements shall comply with the Buy America Requirements.

The Contractor must provide the Owner and Engineer with certificates of compliance and mill certifications for all materials in conformance with the Rhode Island Department of Transportation Master Materials Testing Schedule. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Owner or Engineer prior to incorporating the product into the work. The Contractor will not be compensated for items where a certificate of compliance is not received.

1.02 TESTING AND INSPECTION

All materials used in the construction of the project shall be new and of current manufacture. All materials and construction will be subject to inspection and testing by a firm hired by the Town. The firm will perform all testing and inspection in accordance with the Rhode Island Department of Transportation Master Materials Testing Schedule.

Test results performed by the Contractor will not be accepted.

All samples shall be random samples and all sampling and all testing shall meet the requirements of 23 CFR Part 637, Construction Inspection and Approval.

Portions of the project may be subject to inspections by the Rhode Island Department of Transportation in accordance with State-funded project procedures. All findings must be satisfactorily addressed by the Contractor before final payment.

1.03 WORK WITHIN STATE RIGHT-OF-WAYS

If construction of the project requires any work within a Rhode Island State Highway right-of-way, in accordance with 23 CFR 635.105, the Rhode Island Department of Transportation will assign an engineer to ensure that the Project receives adequate supervision and inspection to insure that the Project is completed in accordance with the approved plans and specifications. The Contractor must notify the Owner, Engineer and Rhode Island Department of Transportation at least five (5) days in advance of any proposed activity in a State right-of -way.

1.04 PREVAILING WAGE RATE CERTIFICATION

The Contractor must submit a certification that prevailing wage (Davis Bacon) rates have been paid during construction with each invoice. The certifications will be subject to review and approval by the Owner, Engineer and Rhode Island Department of Transportation.

1.05 CONTRACTOR INVOICES

The Contractor must submit invoices with a cover letter signed by a duly authorized agent of the Contractor, containing the following language and provisions:

"I hereby certify that the materials and work for which payment is being requested meets the requirements of the contract documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the federal false Statements provision under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of the insert Contractor's legal name."

1.06 MAINTENANCE OF RECORDS

The Contractor must maintain all records pertaining to this project for a period of at least three (3) years from the date of final payment and closure of all pending matters.

1.07 DIMENSIONS OF EXISTING STRUCTURES

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

1.08 OCCUPYING PRIVATE PROPERTY

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

1.09 EXISTING UTILITY LOCATIONS - CONTRACTOR'S RESPONSIBILITY

A. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to construction.

B. The Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to construction in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "DIG SAFE" at telephone number: 1-888-344-7233.

C. The Contractor shall coordinate all work involving utilities and shall satisfy himself as to the existing conditions of the areas in which he is to perform his work. He shall conduct and arrange his work so as not to impede or interfere with the work of other

contractors working in the same or adjacent areas.

1.10 COORDINATION OF WORK

The Contractor shall be responsible for coordinating his own work as well as that of any subcontractors. He/she shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

1.11 TIME FOR COMPLETION OF CONTRACT

The time for completion of this contract is stipulated in the Bid Form. The Bidder shall base his bid on completing the proposed work by the completion date stipulated in Section 00500, AGREEMENT.

1.12 WATER FOR CONSTRUCTION PURPOSES

If water is required and is not available from the Town's water distribution system, the Contractor shall supply water at no additional cost to the Owner.

1.13 COMPLIANCE WITH PERMITS

A. The Contractor shall perform all work in conformance with requirements of the Permits which appear in Section 01067, PERMITS.

1.14 CUTTING, FITTING, AND PATCHING

A. The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.

B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, without the consent of the Engineer.

C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.

D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.

E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches

and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

1.15 CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

1.16 VISUAL RECORDING

Before beginning construction, the Contractor shall make a color video (DVD format) recording along the entire work length. One (1) complete recording, for the entire project length, shall be furnished to the Engineer prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

1.17 HOURS OF CONSTRUCTION ACTIVITY

The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

1.18 CONSTRUCTION CREWS

The Contractor shall not increase the number of construction crews assigned to the work without providing one (1) week advance notice to the Owner and Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01030

SECTION 01067

PERMITS

PART 1 GENERAL

1.01 GENERAL

A. The Owner has or will obtain and pay for the permits listed below in Paragraph A.1, which are required for this project. The Contractor shall assist in obtaining certain permits, as indicated. The Contractor shall obtain and pay for all other permits required, as defined under the Permits subsection of Section 00700, GENERAL CONDITIONS. The Contractor shall obtain and pay for the permits listed below in Paragraph A.2, which are required for this project.

1. Permits by Owner: Freshwater Wetlands Permit No. 23-0256; RIPDES No. RIR102603; Groundwater Discharge/UIC No. 002235 by the Rhode Island Department of Environmental Management (RIDEM).
2. Permits by Contractor: N/A

B. The Contractor shall perform the work in accordance with the Contract Documents, including the aforementioned permits/order of conditions, and any applicable municipal requirements.

1.02 TOWN OF BURRILLVILLE OPENING PERMIT

A. The roadway opening permit has been waived for this project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01067

SECTION 01110

HEALTH AND SAFETY PLAN

PART 1 GENERAL

1.01 GENERAL

A. There is indication that hazardous materials are present at the project site therefore, the Contractor shall take steps as described herein to be prepared for an encounter.

B. Prior to the start of work on the site, Contractor shall submit a site specific health and safety plan, for record purposes only, prepared or reviewed by a Certified Industrial Hygienist, which includes consideration of all potential hazards at the site. The plan shall be submitted not more than fourteen (14) days after receipt of the written Notice to Proceed from the Owner. Work may not proceed at the project site until the Contractor's health and safety plan has been received by the Engineer.

C. Contractor shall be cognizant of the minimum standards set forth in OSHA 29 CFR 1910.120. The health and safety plan shall include, but shall not necessarily be limited, to the following:

1. Identification of Contractor's Site Safety Officer.
2. Identification of Hazards and Risks Associated with Project.
3. Contractor's Standard Operating Procedures, including Personnel Training and Field Orientation.
4. Respiratory Protection Training Requirements.
5. Levels of Protection and Selection of Equipment Procedures.
6. Type of Medical Surveillance Program.
7. Personal Hygiene Requirements and Guidelines.
8. Zone Delineation of the Project Site.
9. Site Security and Entry Control Procedures.
10. Field Monitoring of Site Contaminants.
11. Contingency and Emergency Procedures.
12. Listing of Emergency Contacts.

D. Personal protective equipment required to provide the appropriate level of dermal and respiratory protection shall be determined based on the standards set forth in the Contractor's health and safety plan. The Engineer may conduct air monitoring for quality control purposes.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01110

SECTION 01220

ALTERNATES

PART 1 GENERAL

1.01 ALTERNATES

Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.

Coordinate related work and modify surrounding work as required.

1.02 SCHEDULE OF ALTERNATES

A. Deduct Alternate No. 1 – Asphalt Shingle Roof in lieu of Metal Roof: This DEDUCT alternate considers full credit for construction of metal roofs on the field house structure as detailed on the Contract Documents; to be replaced with an asphalt shingle roof (30-year shingle), color by owner. Deduct alternate cost is to include all materials, labor, overhead and profit.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01220

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SHOP AND WORKING DRAWINGS

A. As required by the General Conditions, the Contractor shall submit a schedule of shop and working drawings submittals.

B. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer, through its authorized resident representative at the job site, or by mail, attention: Contractor Shop Drawings, six (6) copies each of the shop and working drawings required as noted in the specifications, of equipment, structural details, and materials fabricated especially for this Contractor.

C. Such drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.

D. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on either 8.5-inch by 11-inch, or 24-inch by 36-inch sheets, except those which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building equipment or structure to which the drawing applies, and shall be suitably numbered.

E. Only drawings which have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy itself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in separate submittal to the Engineer, as required under Article 36 of the General Conditions.

F. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work

due to the absence of such drawings.

G. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections of comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: conforming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance.

H. With few exceptions, shop drawings will be reviewed and returned to the Contractor within thirty (30) days of submittal.

No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.

I. Two (2) copies of the shop and working drawings and/or catalog cuts will be returned to the Contractor. The Contractor shall furnish additional copies of such drawings or catalog cuts when he needs more than two (2) copies.

1.02 SAMPLES

A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of respectively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.

B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.

C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt re-submittal will be required.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 01300

SECTION 01710

CLEANING UP

PART 1 GENERAL

1.01 SCOPE

A. The Contractor should be familiar with Section 00700 GENERAL CONDITIONS as they pertain to this section.

B. The Contractor must employ at all times during the progress of his work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon direction by the Engineer provide adequate material, equipment and labor to cleanup and make safe any and all areas deemed necessary by the Engineer.

PART 2 MATERIALS

2.01 MATERIALS USED FOR RESTORATION

A. All materials used for the restoration of damaged property shall be of equal or greater quality and shall be as approved by the Engineer, see Section 3.04.

PART 3 EXECUTION

3.01 DAILY CLEANUP

A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.

B. Upon written notification by the Engineer, the Contractor shall within twenty-four (24) hours clean up those areas which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.

C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

D. Should the Contractor fail or neglect, after backfilling, to promptly remove all surplus materials, tools and other incidentals, or promptly do the required paving when ordered, the Owner may, after twenty-four (24) hours written notice, cause the work to be done and the cost thereof shall be deducted from any monies then or thereafter due the Contractor.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES

A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of

the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES, AND EQUIPMENT

A. On or before completion of the work, the Contractor shall, unless otherwise specifically directed or permitted in writing, tear down and remove all temporary buildings and structures built by him; shall remove all temporary works, tools and machinery or other construction equipment furnished by him; shall remove all rubbish from any grounds which he has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by his operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY

A. The Contractor shall restore or replace, when and as directed, any property damaged by his work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP

A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the condition of the site shall be approved by the Engineer.

END OF SECTION 01710