

PROJECT MANUAL AND SPECIFICATIONS

Pare Project No. 23112.02

Tiverton Wastewater District Bay Street Neighborhood Sewer Lateral Connections Part 1 – Bidding, Contract, and General Requirements

Prepared for:

**Tiverton Wastewater District
400 Fish Road
Tiverton, RI, 02878**

Prepared by:

**Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865**

FEBRUARY 2025

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**TIVERTON WASTEWATER DISTRICT
BAY STREET NEIGHBORHOOD
SEWER LATERAL CONNECTIONS**

**PART I
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**TIVERTON WASTEWATER DISTRICT
BAY STREET NEIGHBORHOOD
SEWER LATERAL CONNECTIONS**

**DIVISION 0
BIDDING AND CONTRACT REQUIREMENTS**

INVITATION TO BID

The Tiverton Wastewater District is seeking separate sealed Bids for the Bay Street Neighborhood Sewer Lateral Connections project. Work will include the sewer lateral connection of 10 properties within the Bay Street and State Avenue neighborhood in Tiverton. Bids must be enclosed in an opaque envelope addressed to " TWWD Office, 400 Fish Road, Tiverton, RI 02878", bearing the name and address of the Bidder. Bids will be received until **3:00 p.m. on March 19, 2025**, at the TWWD Office, 400 Fish Road, Tiverton, RI.

Bids must be enclosed in sealed envelopes and labeled as required in Part 6.2 A. of the Instructions to Bidders. All Bids must be submitted on the form provided in the Contract Documents.

Bid documents will be available beginning February 19, 2025, and can be found at www.twwd.org/dashboard/bidding-opportunities/, purchasing.ri.gov/bidding/externalbidsearch.aspx, and the TWWD Office at 400 Fish Road, Tiverton RI 02878. No Pre-Bid meeting is scheduled for this project.

Bid Security in the form identified within the Instruction to Bidders, and in the amount of five (5) percent of the total Bid amount, must accompany each bid.

The successful Bidder must furnish a Performance and a Labor and Material Payment Bond, in the specific formats as attached herein, both for the full value of the Bid Price, along with all required insurance certificates, within fifteen (15) calendar days after the award date in order to execute a Contract.

The TWWD anticipates making award and issuing Notice to Proceed by April 1, 2025. The date for substantial completion is set for September 30, 2025. Final completion, and the processing of final payment to Contractor, shall be on or before November 21, 2025.

No Bidder may withdraw his Bid within ninety (90) days following the closing time for receipt of Bids. The Owner reserves the right to reject any and all Bids or parts thereof, to waive any irregularity in the Bids received, and to accept the Bid or parts thereof deemed to be most favorable to the Owner's best interest.

END OF SECTION

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PART 2 INVITATION

2.1 RECEIPT AND OPENING OF PROPOSALS

- A. Separate sealed Bids will be received by The Tiverton Wastewater District (hereafter referred to as the DISTRICT or TWWD), for the Bay Street Neighborhood Sewer Lateral Connections project on or before March 19, 2025, at 3:00 PM at the DISTRICT Office, 400 Fish Road, Tiverton, RI 02878 and at that time will be opened and read in public.
- B. Any Bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by TWWD that such non-arrival before the time set for opening was due solely to delay in the mails for which the Bidder is not responsible. Conditional or qualified Bids will not be accepted.
- C. Submit Document 00400 - Supplements to Bid Forms with Bid Submission.

2.2 INTENT

- A. The intent of this Bid request is to solicit bids for the labor and materials necessary to install later sewer connections at various properties for connection into the TWWD and City of Fall River municipal sewer system.

2.3 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Scope: The Scope of this project generally includes, but is not limited to, installing sewer laterals, valves, appurtenances, and site restoration at 10 properties within the Bay Street neighborhood.
- B. The Owner hereby reserves the right, at any time, or from time to time, to order additions, deletions, or revisions in the work to be authorized through a written amendment (change order), which shall be subject to the provisions in General Conditions - Article 10.

2.4 CONTRACT PERIOD AND TERM OF AGREEMENT

- A. Contractor will be issued a Notice to Proceed, establishing the contract start date and the date of substantial completion is set for September 30, 2025.
- B. Substantial completion is defined as the sewer collection system is completely installed and functional, excavations have been restored, and trenches have been covered with loam and seed, gravel, or temporary pavement patch (as appropriate, based on existing site conditions).
- C. Final completion, defined as the completion of punch list items and final restoration of disturbed areas, is set for November 21, 2025.

2.5 TELEGRAPHIC MODIFICATION

- A. Telephonic, telegraphic or oral Bids, amendments or withdrawals will not be accepted.

2.6 OBLIGATIONS OF THE BIDDER

- A. At the time of opening of Bids, each Bidder will be presumed to have inspected the Specifications and Contract Documents (including all Addenda), which have been provided to each Bidder using the contact information given by such Bidder. The failure or omission of any Bidder to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any Bidder from any obligation in respect to his Bid.
- B. Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to the proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Owner, the proposal will receive careful consideration.

2.7 PRICES

- A. Bidders shall state the proposed price in the manner as designated in the Bid Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit price shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
- B. Bidders agree that the price in this Bid shall be irrevocable for 90 days, or until the Bid is awarded by the Owner. After award by the Owner, said prices shall then remain firm for the duration of the Contract.

PART 3 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation to Bid, Instructions to Bidders, Special Instructions to Bidders, Bid Proposal and Bid Form, Supplements to Bid Forms, General and Supplemental Conditions, State and Federal Contract Provisions, Appendices and Bid Securities, identified herein.
- B. Contract Documents: Defined in EJCDC 1910-8 Article 1, including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.
- E. Owner: Tiverton Wastewater District
- F. Engineer: Pare Corporation

3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified by the project title, “Bay Street Neighborhood Sewer Lateral Connections”, as prepared by the Engineer, Pare Corporation located at 8 Blackstone Valley Place, Lincoln, RI. The Contract Documents include this project manual and bid documents, dated February 2025.

3.3 AVAILABILITY

- A. Bid documents can be found on www.twwd.org/dashboard/bidding-opportunities/ and purchasing.ri.gov/bidding/externalbidsearch.aspx. Hard copies of the package can be obtained at the TWWD Office at 400 Fish Road, Tiverton RI 02878.
- B. Electronic copies of the Bid Documents will be provided by email upon request. Requests for electronic copies shall be made to Patricia Nannini, Office Manager via email at: pat@twwd.org.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.4 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify TWWD should the documents be incomplete.
- B. Immediately notify the TWWD upon finding discrepancies or omissions in the Bid Documents.

3.5 ADDENDA AND INTERPRETATIONS

- A. No interpretation on the meaning of the Specifications or other Contract Documents will be made to any Bidder orally. All questions or requests for clarification shall be filed in writing to Patricia Nannini, Office Manager via email at: pat@twwd.org. To be given consideration, requests for interpretations must be received at least seven (7) days prior to the date fixed for the opening of the bids.
- B. Any and all interpretations, and supplemental instructions, which, if issued, will be emailed to all prospective Bidders (at the respective email address furnished by the Bidder for such purpose), not later than 48 hours prior to the date fixed for the opening of the bids (unless such addenda postpones the opening of bids). This information will also be provided on the state purchasing website. Failure of Bidder to receive any such addendum or interpretations shall not relieve any Bidder from obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

3.6 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular Product, substitutions will be considered by the Engineer up to 7 days before receipt of Bids.
- B. The submission shall provide sufficient information to determine acceptability of such products.
- C. When a request to substitute a Product is made, the Engineer may approve the substitution and will issue an Addendum to known Bidders.
- D. In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in the Work and changes to Contract Time and Contract Price to accommodate such substitutions. A later claim by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions shall not be considered.

3.7 DELIVERY

- A. All Purchases related to this bid are to be delivered FOB to the Owner, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The vendor must notify Owner 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful Bidder. The Owner will not make payment on damaged goods, they must be replaced or adjustments made at the option of the Owner. Deliveries must be made

during normal working hours.

- B. Bid price is to include the cost of uncrating and setting in place where noted.
- C. Bid price is to include installation where noted.

PART 4 SITE ASSESSMENT

4.1 SITE EXAMINATION

- A. All general contractors (or Bidders), and major subcontractors are strongly encouraged to examine the project site before submitting a Bid. Coordinate with TWWD to notify homeowners of examination. Provide written requests to Patricia Nannini, Office Manager via email at: pat@twwd.org a minimum of 24-hours prior to site visit.

4.2 PRE-BID SITE MEETING (NOT USED)

PART 5 QUALIFICATIONS

5.1 QUALIFICATIONS OF THE BIDDER

- A. The Owner, or its designated representative, may make such investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- B. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to Article 6.06 of EJCDC General Conditions.

PART 6 BID SUBMISSION

6.1 PREPARATION OF BID

- A. Each Bid must be submitted on the prescribed form and submitted in duplicate. All blank spaces for Bid prices must be filled in ink or typewritten, both in words and figures. All Bids must be prepared in conformity with and shall be based on and submitted subject to all requirements of the Specifications with all Addenda thereto.
- B. Erasures or other changes must be explained or noted over the signature of the Bidder.
- C. Each Bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.
- D. Supplemental information, warranties, literature and material to be provided with the Bid shall be on the Bidder's own form.

6.2 SUBMISSION OF BIDS

- A. Envelopes containing Bids must be sealed and marked with the name and address of the Bidder with the label "Bid Submission: Bay Street Neighborhood Sewer Lateral Connections".

Envelopes shall be addressed as follows:

Tiverton Wastewater District
400 Fish Road
Tiverton, RI 02878

- B. Any Bidder may withdraw his Bid by written request at any time prior to the advertised time for opening. Telephone bids, faxed bids, amendments, or withdrawals will not be accepted.
- C. Unless otherwise specified, no Bid may be withdrawn for a period of ninety days (90) from the time of Bid opening.
- D. Negligence on the part of the Bidder in preparing the bid confers no rights for the withdrawal of the Bid after it has been opened.
- E. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- F. Any deviation from the Specifications **MUST BE NOTED IN WRITING AND ATTACHED AS PART OF THE BID PROPOSAL**. The Bidder shall indicate how the Bid will deviate from Specifications.

PART 7 BID ENCLOSURES/REQUIREMENTS

7.1 BID SECURITY

- A. Each Bid proposal must be accompanied by Bid security (security deposit) in the form of a Bid Bond, payable to the Owner, in the amount of 5% of the total amount Bid. Bid security of the successful Bidder will be retained by the Owner until Bid requirements are met or forfeited to the Owner upon Bidder's failure to perform contract obligations.
- B. Any successful Bidder withdrawing his Bid subsequent to Bid opening shall forfeit his Bid deposit.
- C. Include the cost of Bid Security in the Bid Price.
- D. Bid Bonds shall remain valid and in force for the entire Bid eligibility period (i.e., 90 days from Bid opening).

7.2 AGREEMENT TO BOND

- A. Submit with the Bid all surety requirements, provisions, and enclosures.

7.3 PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. The successful Bidder will be required to furnish the Owner with a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Owner.
- B. The failure of the successful Bidder to supply the required Bonds within a time specified or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the contract to the next lowest Bidder or re-advertise for Bids.

7.4 INSURANCE

- A. The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Owner.
- B. The Contractor shall also indemnify and save harmless the Owner against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Bid.
- C. The Contractor shall furnish certificates of insurance from companies acceptable to the Owner. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bidding forms. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by the Owner.
- D. The Contractor shall secure, pay for and maintain insurance as necessary to protect himself/herself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.
- E. The Contractor shall require a similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Contractor shall be fully responsible for the acts and omissions of its sub-contractors and of persons employed either directly or indirectly by them, as it is for the acts and omissions of persons directly employed by the Contractor. Nothing contained in the contract shall create any contractual relation between any sub-contractor and the Owner.

7.5 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Supplements to Bid Form.

7.6 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the Bidder, as follows:
 - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
 - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the President and Secretary of the company, or the President/Secretary/Treasurer of the company, a copy of the by-law resolution of the Board of Directors authorizing them to do so, must also be submitted with the Bid Form in the Bid envelope.
 - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

7.7 PREVAILING WAGE RATES

- A. Bid prices must reflect adherence to the provisions of State Labor Laws concerning payment of prevailing wages (see RI General Laws Sec. 37-13-1 et seq. as amended). The rates of pay set forth in

these provisions are the minimums to be paid during the life of the contract. Bidders shall inform themselves as to the local labor conditions such as the length of workday and workweek, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

- B. The current wage rate decision is attached to the bid documents. The rates will be checked 10 days before bid due date and, if modified, the new rates will apply.

7.8 TAX EXEMPTION

- A. This section is not applicable for this contract.

7.9 LABOR REGULATIONS

- A. The following paragraphs regarding labor regulations shall be included and become part of these Specifications:

1. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS).
2. The successful Bidder will be required to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).
3. The successful Bidder will be required to comply with the Safety and Health Regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
4. The successful Bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.

7.10 ADDITIONAL BID INFORMATION

- A. The Owner requires that the Bidders complete the Supplements to Bid Forms and Appendices identified in Section 00400 and attach with the submission of Bids.

1. Appendix A - Subcontractors
2. Appendix B - Qualifications of Bidder
3. Appendix C - References

Failure to comply with these stipulations will be grounds for disallowing Bids at the Owner's or Engineer's discretion.

PART 8 OFFER ACCEPTANCE/REJECTION

8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the Bid closing date.

8.2 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the Bidder in preparing the Bid confers no right of withdrawal or modification of his Bid after such Bid has been opened.

8.3 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by the Owner, the Owner will issue to the successful Bidder, a written Bid Acceptance, letter of Contract Award, and Notice to Proceed.

PART 9 LAWS, ORDINANCES, AND CODES

- A. All applicable Federal and State Laws, Ordinances and Codes, including the Town of Tiverton, the City of Fall River, and Regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.
- B. The Owner will not award the Contract to any contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Town of Tiverton, the City of Fall River, or the laws of the State of Rhode Island. If the successful Bidder is a corporation NOT authorized to do business in the State of Rhode Island and the Commonwealth of Massachusetts, it shall qualify to do business in the State of Rhode Island and the Commonwealth of Massachusetts, immediately after the award of the contract.
- C. The successful bidder must provide proof of liability and worker's compensation insurance coverage in the aggregate minimum amount as specified herein. Such proof of insurance must specify the Owner as additionally insured and as certificate holder.

PART 10 TIME OF COMPLETION

- A. The Bidder must agree to commence Work on or before the date specified in the written Notice to Proceed of the Owner, and to substantially complete the Project by September 30, 2025. Contractor agrees to fully complete the project by the stipulated Final Completion date of November 21, 2025.

PART 11 PERMITS

- A. The Contractor shall obtain and pay for all other Permits as required by the TWWD, the City of Fall River, and the State (i.e., traffic control, general building, mechanical, curb cut, electrical, telephone, etc.) as they may apply. This includes but is not limited to a road opening permit in the Town of Tiverton, a road opening permit in the City of Fall River, and a sewer connection application in the City of Fall River.

END OF SECTION

SECTION 00200 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ARTICLES

1. AWARD & CONTRACT
2. CONDITION OF WORK
3. INFORMATION SUPPLIED TO BIDDERS
4. METHOD OF AWARD
5. EXECUTION OF THE AGREEMENT
6. POWER OF ATTORNEY
7. NOTICE OF SPECIAL CONDITIONS
8. JOB CONDITIONS
9. PRECONSTRUCTION CONFERENCE

SPECIAL INSTRUCTIONS TO BIDDERS

ARTICLE 1: AWARD AND CONTRACT

Unless otherwise specified, a written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder shall, unless otherwise specified, be deemed to result in a binding Contract without further action by either party.

ARTICLE 2: CONDITION OF WORK

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 traffic, with the use of existing facilities and utilities, with the use of municipally or State or privately owned lands, or with Work being performed by others. The CONTRACTOR must satisfy himself by his own investigation and research as to the nature and location of the Work; the general and local conditions, including, but not restricted to those bearing upon the transportation, disposal, handling and storage of materials, water, sewer, electric power, roads, means of access, the construction and making of connections of the Work to existing facilities and utilities, or other similar conditions at the site; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; requirements of owners and controlling authorities having jurisdiction over the various lands, existing structures, facilities and utilities; and all other conditions affecting the Work to be done and labor and materials needed.

ARTICLE 3: INFORMATION SUPPLIED TO BIDDERS

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from any officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the Contract.

ARTICLE 4: METHOD OF AWARD

If, at the time this Contract is to be awarded, the lowest bid submitted by a responsive, responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract, the Contract may be awarded on that bid. If such bid exceeds such amount, the OWNER expressly reserves the right to increase or decrease any class, item, or part of the Work, and this reservation includes the omission of any such item, items, class or part of the Work as may be decided by the OWNER at the unit prices submitted by the bidder to bring the Contract within available funds; or the OWNER may reject all bids.

ARTICLE 5: EXECUTION OF THE AGREEMENT

A Contract in the form set forth hereinafter will be required to be executed by the successful bidder and the OWNER. The attention of all bidders, therefore, is called to the form of the Agreement and the provisions thereof. The party to whom the Contract is awarded will be required to obtain the performance bond and payment bond within fifteen (15) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary executed Agreement and bond forms. The CONTRACTOR shall furnish a Performance Bond and a Payment Labor and Material Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the OWNER, as security for faithful performance of Contract.

The OWNER, within ten (10) days of receipt of an acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the bidder may, by written notice, withdraw his signed Agreement. Such notice by withdrawal shall be effective upon receipt of the notice by the OWNER.

ARTICLE 6: POWER OF ATTORNEY

Attorney-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated

copy of their power of attorney.

ARTICLE 7: NOTICE OF SPECIAL CONDITIONS

Attention is particularly called to those parts of the Contract Documents (i.e. Bid Documents), which deal with the following:

- a. inspection and testing of materials,
- b. insurance requirements,
- c. wage rates,
- d. interpretation of Specifications,
- e. the use of explosives and protection.

ARTICLE 8: JOB CONDITIONS

The Bidder is advised that free vehicular and pedestrian access must be maintained throughout construction to the greatest extent possible. Emergency vehicle access must be maintained at all times.

ARTICLE 9: PRECONSTRUCTION CONFERENCE

The CONTRACTOR shall be prepared to attend a pre-construction conference scheduled by the OWNER after award of the Contract, but prior to the actual commencement of Work at the site. The main items of discussion will be the CONTRACTOR's construction schedule, CONTRACTOR'S schedule of values, proposed Superintendent, Professional Engineer or Land Surveyor, etc.

END OF SECTION

SECTION 00310 – BID FORM

To: Tiverton Wastewater District
400 Fish Road
Tiverton, Rhode Island 02878

Project: Bay Street Neighborhood Sewer Lateral Connections
February 2025
Pare Project No. 23112.02

Date: _____

Submitted by: _____
(full name)

(full address)

1.00 OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, Information for Bidders, and the Contract Documents as a whole as prepared by Pare Corporation, Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Price of:

\$ _____

(Figures)

(Total price in words) dollars, in lawful money of the United States of America.

The Owner hereby reserves the right to reject any or all bids and to select the bid that best serves the interest of Tiverton Wastewater District.

We have included herewith, the required security deposit, Bid Bond, as required by the Instruction to Bidders.

2.00 EXPERIENCE/SUBMITTALS

- A. The Owner intends on awarding a Contract to the lowest responsive, responsible bidder based on their assessment of the Bids. This will include evaluation of the submitted Bid Form and supplemental information requested by Owner and/or included by Bidder. Requirements for Bid attachments are described in Instructions to Bidders.
- B. The Owner may make such additional investigations as deemed necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.
- C. Unbalanced Bidding (i.e. “pennying” of a bid item or items) shall not be allowed and may be cause for rejection of the bid, at the discretion of the Owner. Should the bidder believe that their bid prices provided in the bid form, constitute full compensation for each particular bid item, and the bid price for a particular bid item may be construed as an unbalanced bid, the bidder shall submit to the Engineer and Owner information supporting their proposed bid price for that particular bid item along with their bid. The submission of supporting documentation on bid items shall in no way constitute acceptance of that bid item as balanced. The Owner reserves the right to make the final determination of balanced or unbalanced bids.

3.00 UNIT PRICES

BID SCHEDULE

The Bidder agrees to perform all work described in the Contract Documents for the following prices. Amounts are to be shown in both words and figures. In case of discrepancy, the amount in words will govern. Bidders shall include prices for all items listed below:

BID ITEMS

| <u>ITEM</u> | <u>BRIEF DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>TOTAL PRICE BID</u> |
|-------------|--|---------------------------|------------------------|
| 1 | Mobilization and Demobilization, Lump Sum cost of _____ Dollars and _____ Cents (\$ _____). | X 1 LS = | \$ |
| 2 | Compost Filter Socks, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Linear Foot. | X 100 LF = | \$ |
| 3 | Inlet Sediment Control Device, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Each. | X 5 EA = | \$ |
| 4 | Exploratory Test Pits, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Each. | X 11 EA = | \$ |

SECTION 00310 – BID FORM

| <u>ITEM</u> | <u>BRIEF DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>TOTAL PRICE BID</u> |
|-------------|--|---------------------------|------------------------|
| 5 | Rock Removal, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per cubic yard. | X 50 CY = | \$ |
| 6 | Contaminated Soil Hauling, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Ton. | 385 TON = | \$ |
| 7 | Special Waste No. 1 Disposal, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Gallon. | 9,500 GAL = | \$ |
| 8 | 33 Bay Street, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 9 | 100 Bay Street, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |

| <u>ITEM</u> | <u>BRIEF DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>TOTAL PRICE BID</u> |
|-------------|--|---------------------------|------------------------|
| 10 | 130 Bay Street, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 11 | 38 Clement Street, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 12 | 17 Foote Street, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 13 | 135 Horizon Drive, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 14 | 91 State Avenue, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |

| <u>ITEM</u> | <u>BRIEF DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>TOTAL PRICE BID</u> |
|-------------|--|---------------------------|------------------------|
| 15 | 111 State Avenue, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 16 | 115 State Avenue, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 17 | 121 State Avenue, Installation of Sewer and Restoration of Site, LUMP SUM cost of _____ Dollars and _____ Cents (\$ _____) | X 1 LS = | \$ |
| 18 | Furnish and Install Controlled Density Fill, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Cubic Yard. | X 25 CY = | \$ |
| 19 | Abandon Existing Onsite Wastewater Treatment Systems, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Each. | X 10 EA = | \$ |

| <u>ITEM</u> | <u>BRIEF DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>TOTAL PRICE BID</u> |
|-------------|--|---------------------------|------------------------|
| 20 | Furnish and Install Temporary Pavement Trench, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Ton. | X 30 TON = | \$ |
| 21 | Furnish and Install Permanent Pavement Trench, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Ton. | X 80 TON = | \$ |
| 22 | Remove and Reset Curbing, UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Linear Foot. | X 10 LF = | \$ |
| 23 | Removal and Replacement of Trees and Shrubs, UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Each. | X 5 EA = | \$ |
| 24 | Owner's Allowance – Unforeseen Conditions ALLOWANCE cost of Ten Thousand Dollars and Zero Cents (\$10,000) Allowance. | X 1 ALLOW = | \$10,000 |
| 25 | Allowance - Tipping fee for Contaminated Soil Disposal ALLOWANCE cost Twenty Thousand Dollars and Zero Cents (\$20,000) Allowance. | X 1 ALLOW = | \$20,000 |

| <u>ITEM</u> | <u>BRIEF DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>TOTAL PRICE BID</u> |
|-------------|---|---------------------------|------------------------|
| 26 | Furnish And Install PVC SDR35 6" Gravity Sewer, 0-5 feet, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Linear Foot. | X 50 LF = | \$ |
| 27 | Furnish And Install PVC SDR35 6" Gravity Sewer, 5-12 feet, the UNIT PRICE cost of _____ Dollars and _____ Cents (\$ _____) per Linear Foot. | X 50 LF = | \$ |

The Contract Price is the sum of Items 1 through 27, is:

_____ Dollars
 and _____ Cents (\$ _____).

5.00 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date.

If this Bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within ten (10) days of receipt of Notice of Award.
- Furnish the required bonds within fifteen (15) days of receipt of Notice of Award in the form described in Instructions to Bidders.
- Commence work within thirty (30) days after written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), 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 the

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 Bidder; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

5.00 CONTRACT TIME

If this Bid is accepted, the Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project by the date stipulated for Substantial Completion.

6.00 ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Bid Form.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

7.00 APPENDICES

Bidders shall submit the following, which shall become an integral part of the Bid Form.

1. Submit Documents 00400 - Supplements to Bid Form in accordance with the procedure stipulated in Instructions for Bidders.

8.00 BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder - please print the full name of your Proprietorship, Partnership, or Corporation)

was hereunto affixed in the presence of:

(Authorized signing officer _____ Title)

(Seal)

(Authorized signing officer _____ Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

SECTION 00500 – CONTRACT AGREEMENT

SECTION 00500 – CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2025, and executed in the Town of Tiverton in the State of Rhode Island;

BETWEEN Tiverton Wastewater District, hereinafter called OWNER

and the CONTRACTOR:

The PROJECT is: Bay Street Neighborhood Sewer Lateral Connections

The ENGINEER is: Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

OWNER and CONTRACTOR, in consideration of the contract sum and the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

1.1. The CONTRACTOR agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement; and to perform all work required for Tiverton Wastewater District, Bay Street Neighborhood Sewer Lateral Connections, in strict conformity with the provisions of this Contract Agreement.

ARTICLE 2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist of the Bid Documents for Bay Street Neighborhood Sewer Lateral Connections. The Project Manual includes this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Appendices, Addenda issued prior to execution of this Agreement, Invitation to Bid, (Notice to Contractors), Instructions to Bidders, Information for Bidders, Bid Proposal, other documents listed in this Agreement, and all Modifications issued after execution of this Agreement. These documents form the Contract, and are as fully a part of the Contract as if attached to this Agreement or incorporated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE 3. CONTRACT TIME.

3.1. The CONTRACTOR shall be prepared to begin the Work to be performed under this contract as set forth in the proposal within thirty (30) calendar days of the date indicated in the Notice to Proceed. The Work shall be prosecuted from as many different points, in such part or parts and at such time as necessary and shall be conducted in such a manner and with such materials, equipment, and labor as are necessary to ensure completion within the time set forth below. Should the prosecution of the Work for any reason be discontinued, the CONTRACTOR shall notify the OWNER at least twenty-four (24) hours before resuming operations.

3.2. Work shall be substantially completed by September 30, 2025 as stipulated in the Notice to Proceed. Substantial completion shall mean that the sewer collection system is completely installed and functional and all disturbed areas are restored with temporary pavement patch or permanently restored with gravel and/or loam and seed, as required, in non-paved areas. Final completion shall be no later than November 21, 2025.

ARTICLE 4. CONTRACT SUM

4.1. The OWNER shall pay the CONTRACTOR in current funds for the CONTRACTOR's performance of the Contract the Contract Sum of _____ Dollars (\$ _____), subject to additions and deductions as provided in the Contract Documents.

ARTICLE 5. PAYMENT PROCEDURES.

5.1. CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the ENGINEER as provided in the General and Supplementary Conditions.

5.2. *Progress Payments.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's monthly Applications for Payment as certified by the ENGINEER. All progress payments shall be on the basis of the progress of the Work measured by the schedule of values established in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements. The OWNER shall retain five percent (5%) of the progress or monthly payments claimed and pay the Contractor on or before the last day of the following month. Retainage will be released within 90 days after final inspection and acceptance of the Work.

5.3. *Final Payment.* Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as certified by the ENGINEER as provided in said General Conditions.

ARTICLE 6. SURETY.

6.1. As security for the full and faithful performance of this contract and all the incidents thereto, the CONTRACTOR has made and furnished a contract bond with _____ as surety. Said Performance and Payment Bonds shall be equal to one hundred percent (100%) of the Contract Sum, with a Surety company registered and licensed in the State of Rhode Island.

6.2. An original, executed copy of the surety instruments shall be submitted to the OWNER.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1. Terms used in this Agreement are defined in the General Conditions and Supplementary Conditions and shall have the meanings as set forth in the General Conditions and Supplementary Conditions.

7.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the prior written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without prior written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. TERMINATION OR SUSPENSION.

The Contract may be terminated by the OWNER or the CONTRACTOR as provided in the General Conditions. The Work may be suspended by the OWNER as provided in the General Conditions.

IN WITNESS WHEREOF, the parties of the presents have hereunto set their names this ___ day of _____ A.D. 2025.

Tiverton Wastewater District

In the presence of: _____ By: _____

CONTRACTOR _____ By: _____
Title

END OF SECTION

SECTION 00510 – NOTICE OF AWARD

- A. An example Notice of Award is enclosed herein.

END OF SECTION

Notice of Award

Date: _____

Project: Bay Street Neighborhood Sewer Lateral Connections

Owner: Tiverton Wastewater District

Owner's Contract No.:

Contract:

Engineer's Project No.: 23112.02

Bidder:

Bidder's Address: *[send Notice of Award Certified Mail, Return Receipt Requested]*

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____

[Indicate total Work, alternates, or sections of Work awarded.]

The Contract Price of your Contract is _____ Dollars (\$_____).

[Insert appropriate data if unit prices are used. Change language for cost-plus contracts.]

_____ copies of the proposed Contract Documents accompany this Notice of Award.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

SECTION 00550 – NOTICE TO PROCEED

- A. An example Notice to Proceed is enclosed herein.

END OF SECTION

Notice to Proceed

Date:

Project: **Bay Street Neighborhood Sewer Lateral Connections**

Owner: **Tiverton Wastewater District**

Owner's Contract No.:

Contract:

Engineer's Project No.: **23112.02**

Contractor:

Contractor's Address:

You are notified that the Contract Times under the above Contract will commence to run on April 1, 2025, the anticipated start date for construction. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is 183 days from this start date. Final request for payment shall be issued by Contractor no later than November 14, 2025, so that it can be processed and final payment issued by November 21, 2025.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must complete all pre-construction requirements stipulated by permits issued for this project, including Town of Tiverton and City of Fall River requirements.

Tiverton Wastewater District

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

SECTION 00610 – PERFORMANCE BOND

- A. An example Performance Bond is enclosed herein.

END OF SECTION

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Tiverton Wastewater District
400 Fish Road
Tiverton, Rhode Island 02878

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

Date (*Not earlier than Effective Date of Agreement*):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.
2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
 - 2.3 Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract; or
 2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.
3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:
 - 3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
 - 5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action

shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address and Telephone)*

Surety Agency or Broker:

Owner's Representative *(Engineer or other party)*:

SECTION 00615 – PAYMENT BOND

SECTION 00615 – PAYMENT BOND

- A. An example Payment Bond is enclosed herein.

END OF SECTION

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):

SURETY (*Name, and Address of Principal Place of Business*):

OWNER (*Name and Address*):

Tiverton Wastewater District
400 Fish Road
Tiverton, Rhode Island 02878

CONTRACT

Effective Date of Agreement:
Amount:
Description (*Name and Location*):

BOND

Bond Number:
Date (*Not earlier than Effective Date of Agreement*):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. Reserved.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on

which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms “labor, materials or equipment” that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – *(Name, Address, and Telephone)*

Surety Agency or Broker:

Owner’s Representative *(Engineer or other)*:

SECTION 00620 – BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the State of Rhode Island, as Oblige, in the sum of _____ Dollars (\$ _____), well and truly to paid, and for the payment of which we and each of us hereby bind our self, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a Bid for the Bay Street Neighborhood Sewer Lateral Connections project.

NOW, THEREFORE, if Tiverton Wastewater District shall accept the Bid of the Principal and the Principal shall enter into a Contract with Tiverton Wastewater District in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to Tiverton Wastewater District the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which Tiverton Wastewater District may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force.

BID BOND

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument to Tiverton Wastewater District, this _____ day of _____ 20_____.

WITNESS:

(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

By: _____
Attorney-in-fact
(Affix Corporate Seal Here)

FEIN No.

(Attach Power of Attorney to this Bond)

END OF SECTION

SECTION 00700 – GENERAL CONDITIONS

- A. General Conditions to the Project can be found in Appendix E of Part II.

END OF SECTION

SECTION 00820 – PREVAILING WAGE RATES

1. WAGE RATES

- A. Prevailing wage rates shall be in accordance with the Rhode Island Department of Labor Laws (reference General Laws of Rhode Island, revised 1956, Chapter 37-12 and Chapter 37-13, as amended).
- B. It shall be the responsibility of the contractor to update the wage rate schedule as new wage rates are set by United States Department of Labor. Wage rates current as of the date of this advertisement are included as part of the Federal Contract provisions attached to the Contract Documents. Wage rates can be found at <http://www.wdol.gov>.
- C. It shall be the responsibility of the contractor to post said wage rates in an area accessible to all employees.

END OF SECTION

"General Decision Number: RI20250001 01/03/2025

Superseded General Decision Number: RI20240001

State: Rhode Island

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

Counties: Rhode Island Statewide.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

| | |
|--|---|
| <p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. |
| <p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p> | <ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025. |

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/03/2025

ASBE0006-006 09/01/2024

| | Rates | Fringes |
|---|----------|---------|
| HAZARDOUS MATERIAL HANDLER (Includes preparation, wetting, stripping, removal scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)..... | \$ 49.91 | 36.63 |

ASBE0006-008 09/01/2024

| | Rates | Fringes |
|--|----------|---------|
| Asbestos Worker/Insulator Includes application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems. | \$ 49.91 | 36.63 |

BOIL0029-001 01/01/2021

| | Rates | Fringes |
|------------------|----------|---------|
| BOILERMAKER..... | \$ 45.87 | 29.02 |

BRR0003-001 06/01/2022

| | Rates | Fringes |
|--|----------|---------|
| Bricklayer, Stonemason, Pointer, Caulker & Cleaner..... | \$ 46.86 | 29.14 |

BRR0003-002 09/01/2022

| | Rates | Fringes |
|--|----------|---------|
| Marble Setter, Terrazzo Worker & Tile Setter..... | \$ 46.54 | 30.34 |

BRR0003-003 09/01/2022

| | Rates | Fringes |
|--|----------|---------|
| Marble, Tile & Terrazzo Finisher..... | \$ 38.78 | 29.61 |

CARP0330-001 06/03/2024

| | Rates | Fringes |
|---|----------|---------|
| CARPENTER (Includes Soft Floor Layer)..... | \$ 45.13 | 30.25 |
| Diver Tender..... | \$ 44.88 | 30.25 |
| DIVER..... | \$ 57.03 | 30.25 |
| Piledriver..... | \$ 41.53 | 29.35 |
| WELDER..... | \$ 44.88 | 30.25 |

FOOTNOTES:

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

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

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

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

CARP1121-002 01/02/2023

| | Rates | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 41.54 | 30.73 |

ELEC0099-002 06/01/2024

| | Rates | Fringes |
|--------------------------------|----------|--------------|
| ELECTRICIAN..... | \$ 52.11 | 47.25% |
| Teledata System Installer..... | \$ 39.09 | 11.02%+15.31 |

FOOTNOTES:

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

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

ELEV0039-001 01/01/2024

| | Rates | Fringes |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 61.88 | 37.885+a+b |

FOOTNOTES:

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

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

ENGI0057-001 12/01/2024

| | Rates | Fringes |
|----------------------------|-------|---------|
| Operating Engineer: (power | | |

plants, sewer treatment
plants, pumping stations,
tunnels, caissons, piers,
docks, bridges, wind
turbines, subterranean &
other marine and heavy
construction work)

| | | |
|--------------|----------|-------|
| GROUP 1..... | \$ 49.05 | 29.70 |
| GROUP 2..... | \$ 47.05 | 29.70 |
| GROUP 3..... | \$ 42.67 | 29.70 |
| GROUP 4..... | \$ 39.82 | 29.70 |
| GROUP 5..... | \$ 46.10 | 29.70 |
| GROUP 6..... | \$ 36.90 | 29.70 |
| GROUP 7..... | \$ 30.90 | 29.70 |
| GROUP 8..... | \$ 42.75 | 29.70 |
| GROUP 9..... | \$ 46.67 | 29.70 |

a. BOOM LENGTHS, INCLUDING JIBS:

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

a. PAID HOLIDAYS:

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

a. FOOTNOTES:

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks

GROUP 2: Digging machine, Ross Carrier, locomotive, hoist,
elevator, bidwell-type machine, shot & water blasting
machine, paver, spreader, graders, front end loader (3 yds.
and over), vibratory hammer & vacuum truck, roadheaders,
forklifts, economobile type equipment, tunnel boring
machines, concrete pump and on site concrete plants.

GROUP 3: Oilers on cranes.

GROUP 4: Oiler on crawler backhoe.

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

GROUP 6: Well-point installation crew.

GROUP 7: Utility Engineers and Signal Persons

GROUP 8: Heater, concrete mixer, stone crusher, welding

machine, generator and light plant, gas and electric driven pump and air compressor.

GROUP 9: Boat & tug operator.

ENGI0057-003 12/01/2024

BUILDING CONSTRUCTION

| | Rates | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator | | |
| GROUP 1..... | \$ 48.32 | 28.45 |
| GROUP 2..... | \$ 46.32 | 28.45 |
| GROUP 3..... | \$ 46.10 | 28.45 |
| GROUP 4..... | \$ 42.10 | 28.45 |
| GROUP 5..... | \$ 39.25 | 28.45 |
| GROUP 6..... | \$ 45.40 | 28.45 |
| GROUP 7..... | \$ 44.97 | 28.45 |
| GROUP 8..... | \$ 42.29 | 28.45 |

a. BOOM LENGTHS, INCLUDING JIBS:

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

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, lighters, boom trucks and derricks.

GROUP 2: Digging machine, Ross carrier, locomotive, hoist, elevator, bidwell-type machine, shot & water blasting machine, paver, spreader, front end loader (3 yds. and over), vibratory hammer and vacuum truck

GROUP 3: Telehandler equipment, forklift, concrete pump & on-site concrete plant

GROUP 4: Fireman & oiler on cranes

GROUP 5: Oiler on crawler backhoe

GROUP 6: Bulldozer, skid steer loaders, bobcats, tractor, grader, scraper, combination loader backhoe, roller, front end loader (less than 3 yds.), street and mobile powered sweeper (3 yds. capacity), 8-ft. sweeper (minimum 65 hp)

GROUP 7: Well point installation crew

GROUP 8: Heater, concrete mixer, stone crusher, welding machine, generator for light plant, gas and electric driven pump & air compressor

ENGI0057-005 11/01/2024

| | Rates | Fringes |
|---|----------|---------|
| Power Equipment Operator (highway construction projects; water and sewerline projects which are incidental to highway construction projects; and bridge projects that do not span water) | | |
| GROUP 1..... | \$ 44.20 | 29.45 |
| GROUP 2..... | \$ 42.20 | 29.45 |
| GROUP 3..... | \$ 36.90 | 29.45 |
| GROUP 4..... | \$ 23.50 | 29.45 |
| GROUP 5..... | \$ 30.90 | 29.45 |
| GROUP 6..... | \$ 37.48 | 29.45 |
| GROUP 7..... | \$ 41.18 | 29.45 |
| GROUP 8..... | \$ 36.45 | 29.45 |

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

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Cranes, pile drivers, lighters, boom trucks, hoists, derricks

GROUP 2: Digging machines, excavators, locomotives, John Henry's, directional drilling machines, cold planers, reclaimers, pavers, spreaders, graders, front-end loaders (3yds & over), vacuum truck, drill/boring machine operators, vermeer saw, water blaster, hydraulic-demolition robot, Ross Carriers, concrete pump operators, asphalt/material transfer machines, rotating telehandlers, SPMT type equipment

GROUP 3: Wellpoint installation and drill/boring machine assistants

GROUP 4: Utility engineers

GROUP 5: Signal persons

GROUP 6: Oilers on cranes and deckhands

GROUP 7: Combination loader / backhoes, front-end loaders (less than 3 yds.), forklift, bulldozers, scrapers, boats, rollers, skid steer loaders (regardless of attachments), street sweepers, mechanics, welders, operators in materials yards, shops and garages

GROUP 8: Gas and electric drive heaters, concrete mixers, light plants, welding machines, pumps and compressors

IRON0037-001 09/16/2024

| | Rates | Fringes |
|-----------------|----------|---------|
| IRONWORKER..... | \$ 41.59 | 32.98 |

LAB00271-001 12/03/2023

BUILDING CONSTRUCTION

| | Rates | Fringes |
|--------------|----------|---------|
| LABORER | | |
| GROUP 1..... | \$ 37.00 | 26.90 |
| GROUP 2..... | \$ 37.00 | 26.90 |
| GROUP 3..... | \$ 37.00 | 26.90 |
| GROUP 4..... | \$ 37.00 | 26.90 |
| GROUP 5..... | \$ 39.00 | 26.90 |

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LABORERS CLASSIFICATIONS

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

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

GROUP 3: Pre-Cast Floor & Roof Plank Erectors

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

GROUP 5: Toxic Waste Remover

LAB00271-002 11/27/2022

HEAVY AND HIGHWAY CONSTRUCTION

Rates Fringes

LABORER

COMPRESSED AIR

| | | |
|--------------|----------|-------|
| Group 1..... | \$ 55.40 | 24.15 |
| Group 2..... | \$ 52.93 | 24.15 |
| Group 3..... | \$ 42.45 | 24.15 |

FREE AIR

| | | |
|--------------|----------|-------|
| Group 1..... | \$ 46.00 | 24.15 |
| Group 2..... | \$ 45.00 | 24.15 |
| Group 3..... | \$ 42.45 | 24.15 |

LABORER

| | | |
|--------------|----------|-------|
| Group 1..... | \$ 33.05 | 24.05 |
| Group 2..... | \$ 35.75 | 24.85 |
| Group 3..... | \$ 36.50 | 24.85 |
| Group 4..... | \$ 29.00 | 24.85 |
| Group 5..... | \$ 37.50 | 24.85 |

OPEN AIR CAISSON,
UNDERPINNING WORK AND
BORING CREW

| | | |
|------------------------|----------|-------|
| Bottom Man..... | \$ 41.50 | 24.15 |
| Top Man & Laborer..... | \$ 35.60 | 24.15 |

TEST BORING

| | | |
|--------------|----------|-------|
| Driller..... | \$ 41.95 | 24.15 |
| Laborer..... | \$ 41.95 | 24.15 |

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

GROUP 1: Grout person - pumps, brake person, track person, form mover & stripper (wood & steel), shaft laborer, laborer topside, outside motorperson, miner, conveyor operator, miner

welder, heading motorperson, erecting operator, mucking machine operator, nozzle person, rodperson, safety miner, shaft & tunnel, steel & rodperson, mole nipper, concrete worker, form erector (wood, steel and all accessories), cement finisher (this type of work only), top signal person, bottom person (when heading is 50' from shaft), burner, shield operator and TBM operator

GROUP 2: Change house attendant, powder watchperson

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

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Flagger & signaler

GROUP 5: Toxic waste remover

LABORER - COMPRESSED AIR CLASSIFICATIONS

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

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

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

LABORER - FREE AIR CLASSIFICATIONS

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

GROUP 2: Change house attendant, powder watchperson

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

PAIN0011-005 06/01/2024

| | Rates | Fringes |
|---|----------|---------|
| PAINTER | | |
| Brush and Roller..... | \$ 38.07 | 25.80 |
| Epoxy, Tanks, Towers, Swing Stage & Structural Steel..... | \$ 40.07 | 25.80 |
| Spray, Sand & Water Blasting..... | \$ 41.07 | 25.80 |
| Taper..... | \$ 38.82 | 25.80 |
| Wall Coverer..... | \$ 38.57 | 25.80 |

PAIN0011-006 06/01/2024

| | Rates | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 41.63 | 26.15 |

FOOTNOTES:

SWING STAGE: \$1.00 per hour additional.

PAID HOLIDAYS: Labor Day & Christmas Day.

PAIN0011-011 06/01/2024

| | Rates | Fringes |
|----------------------------|----------|---------|
| Painter (Bridge Work)..... | \$ 57.85 | 26.40 |

PAIN0035-008 06/01/2011

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

PLAS0040-001 07/01/2024

BUILDING CONSTRUCTION

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 44.00 | 29.10 |

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

PLAS0040-002 07/01/2024

HEAVY AND HIGHWAY CONSTRUCTION

| | Rates | Fringes |
|-----------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER... | \$ 39.45 | 25.30 |

PLAS0040-003 07/01/2024

| | Rates | Fringes |
|--|-------|---------|
|--|-------|---------|

| | | |
|-------------------------------|----------|---------|
| PLASTERER..... | \$ 44.00 | 29.10 |
| ----- | | |
| PLUM0051-002 08/26/2024 | | |
| | Rates | Fringes |
| Plumbers and Pipefitters..... | \$ 52.49 | 33.60 |
| ----- | | |
| ROOF0033-004 12/01/2024 | | |
| | Rates | Fringes |
| ROOFER..... | \$ 45.77 | 31.01 |
| ----- | | |
| SFRI0669-001 04/01/2024 | | |
| | Rates | Fringes |
| SPRINKLER FITTER..... | \$ 49.98 | 32.85 |
| ----- | | |
| SHEE0017-002 06/01/2024 | | |
| | Rates | Fringes |
| Sheet Metal Worker..... | \$ 42.69 | 38.45 |
| ----- | | |
| TEAM0251-001 05/01/2024 | | |

HEAVY AND HIGHWAY CONSTRUCTION

| | | |
|---------------|----------|-------------|
| | Rates | Fringes |
| TRUCK DRIVER | | |
| GROUP 1..... | \$ 30.71 | 36.9125+A+B |
| GROUP 2..... | \$ 30.86 | 36.9125+A+B |
| GROUP 3..... | \$ 30.91 | 36.9125+A+B |
| GROUP 4..... | \$ 30.96 | 36.9125+A+B |
| GROUP 5..... | \$ 31.06 | 36.9125+A+B |
| GROUP 6..... | \$ 31.46 | 36.9125+A+B |
| GROUP 7..... | \$ 31.66 | 36.9125+A+B |
| GROUP 8..... | \$ 31.16 | 36.9125+A+B |
| GROUP 9..... | \$ 31.41 | 36.9125+A+B |
| GROUP 10..... | \$ 31.21 | 36.9125+A+B |

FOOTNOTES:

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

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

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

All drivers working on a defined hazard material job site

shall be paid a premium of \$2.00 per hour over applicable rate.

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Two-axle on low beds

GROUP 3: Two-axle dump truck

GROUP 4: Three-axle dump truck

GROUP 5: Four- and five-axle equipment

GROUP 6: Low-bed or boom trailer.

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

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

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

GROUP 10: Tractor trailer

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

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

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

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular

rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and

prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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

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

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

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

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END OF GENERAL DECISION"

**TIVERTON WASTEWATER DISTRICT
BAY STREET NEIGHBORHOOD
SEWER LATERAL CONNECTIONS**

**DIVISION 1
GENERAL REQUIREMENTS**

SECTION 01000 - GENERAL SPECIFICATIONS

PART 1 GENERAL

1.01 ABBREVIATIONS

- A. Where any of the following abbreviations are used in the Contract Documents, they shall have the meaning set forth opposite each.

AASHTO American Association of State Highway and Transportation Officials

ANS American National Standard

ANSI American National Standards Institute

ASME American Society of Mechanical Engineers

ASTM American Society for Testing and Materials

AWWA American Water Works Association

1.02 HANDLING AND DISTRIBUTION

- A. The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the Work, as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the Work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the Work.
- B. Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

1.03 MATERIALS - SAMPLES - INSPECTION

- A. Unless otherwise expressly provided in any of the other Contract Documents, only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor to be incorporated in the Work shall be subject to the inspection of the Engineer. No material shall be processed or fabricated for the Work or delivered to the Work site without prior concurrence of the Engineer.
- B. As soon as possible after execution of the Agreement, the Contractor shall submit to the Engineer the names and addresses of the manufacturers and suppliers of all materials and equipment he proposes to incorporate into the Work. When shop drawings required as specified below, the Contractor shall submit prior to the submission of such drawings, data in sufficient detail to enable the Engineer to determine whether the manufacturer and/or the supplier have the ability to furnish a product meeting the Specifications. As requested, the Contractor shall also submit data relating to the materials and equipment he proposes to incorporate into the Work in sufficient detail to enable the Engineer to identify and evaluate the particular product and to determine whether it conforms to the Contract requirements. Such data shall be submitted in a manner similar to that specified for submission of shop drawings.
- C. Facilities and labor for the storage, handling, and inspection of all materials and equipment shall be furnished by the Contractor. Defective materials and equipment shall be removed immediately from the site of the Work. See also Section 01600.

1.04 ACCESS TO THE WORK

- A. The Contractor shall provide sufficient and proper facilities at all times for inspection of all work under this project in preparation or in progress, by the Owner, the agents and employees of the Owner, by authorized representatives of the State of Rhode Island, the Federal Government and by the Engineers.
- B. The Contractor shall furnish the Engineer or his authorized representative and other personnel mentioned above with such facilities and assistance as are necessary to ascertain performance of the work in accordance with the specifications.

1.05 STORAGE OF MATERIALS AND EQUIPMENT

- A. See Section 01600.

1.06 INSPECTION OF WORK AWAY FROM THE SITE (NOT USED)

1.07 OCCUPYING PRIVATE LAND

- A. The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner.

1.08 INTERFERENCE WITH AND PROTECTION OF STREETS

- A. The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefor from the proper authorities. If any street, road or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.
- B. Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefor.
- C. The Contractor shall, at least 24 hours in advance, notify the Police and Fire Departments of the Town of Tiverton and/or City of Fall River in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

1.09 TRAFFIC CONTROL

- A. Whenever and wherever, in the opinion of the Engineer, traffic is sufficiently congested or public safety is endangered, the Contractor will furnish Town of Tiver and/or City of Fall River uniformed special officers to direct traffic and to keep traffic off the roadway area affected by construction operations. If police details are required, the direct cost for the detail will be paid directly by the TWWD.
- B. The employment or presence of uniformed special officers, or police shall in no way relieve the Contractor of any responsibility or liability which is his under the terms of the contract.

1.10 SAFETY

- A. The Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. The Contractor shall provide protection for all persons including but not limited to his employees and employees of other contractors or subcontractors; members of the public; and employees, agents, and representatives of the Owner, the Engineer, and regulatory agencies that may be on or about the Work. The Contractor shall provide protection for all public and private property including but not limited to structures, pipes, and utilities, above and below ground.
- B. The Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill his obligations under this subsection.
- C. The Contractor shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.
- D. The Contractor shall designate a responsible member of his organization at the site whose duty shall be responsible for all matters of safety. This responsible person shall have the authority to take immediate action to correct unsafe or hazardous conditions and to enforce safety precautions and programs.
- E. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until Final Completion and Engineer has issued a notice to Owner and Contractor that the Work is acceptable.

1.11 SANITARY REGULATIONS (NOT USED)

1.12 LINES, GRADES AND MEASUREMENTS

- A. The Contractor shall make, check, and be responsible for all measurements and dimensions necessary for the proper construction of and the prevention of misfittings in the Work.
- B. The Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the entire Work.

1.13 DIMENSIONS OF EXISTING STRUCTURES AND PIPES

- A. Where the dimensions and locations of existing structures and pipes are of importance in the installation or connection of any part of the 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.

1.14 WORK TO CONFORM

- A. During its progress and on its completion, the Work shall conform truly to the lines, levels, and grades indicated in the Specifications or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Specifications, and other Contract Documents and the directions given from time to time by the Engineer.
- B. All work done without instructions having been given therefor by the Engineer, without proper lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

1.15 PIPE LOCATION

- A. It shall be the responsibility of the Contractor to meet with the property owner prior to the start of construction to agree upon the final alignment of the proposed sewer lateral. The TWWD (District) shall have final jurisdiction in any question of location of any sewer pipelines and service connections to its wastewater collection system.

1.16 LIMITS OF NORMAL EXCAVATION

- A. In determining the quantities of excavation to which unit prices shall apply, the limits of normal width and depth of excavation shall be as described below, unless other limits are specified.
- B. For pipes in trench, the normal width of the trench shall be measured between vertical planes which are a distance apart equal to the sum of 18 in. plus 1-1/3 times the nominal inside diameter of the pipe. If the width so computed is less than 3 ft., a width of 3 ft. shall be taken as the normal width for payment. The normal depth shall be measured to a distance of 0.5 ft. below the bottom of the pipe in earth and 0.7 ft. in rock, unless there be a cradle underneath the pipe, in which case the normal depth shall be measured to the underside of the bedding. The width of trench for the bedding shall be assumed to be that specified above for pipes in trench.

1.17 COMPUTATION OF QUANTITIES

- A. For estimating quantities in which the computation of areas by geometric methods would be comparatively laborious, it is agreed that the planimeter shall be considered an instrument of precision adapted to the measurement of such areas.
- B. It is further agreed that the computation of the volume of prisms shall be by the method of average end areas.

1.18 PRECAUTIONS DURING ADVERSE WEATHER

- A. During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other suitable means.

1.19 INSTALLATION OF EQUIPMENT (NOT USED)

1.20 TEST PITS/VACUUM EXCAVATION

- A. Test pits or vacuum excavations for the purpose of locating underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor where the Contractor deems it necessary to obtain subsurface information. Test pits or vacuum excavations shall be backfilled immediately after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Engineer.

1.21 BURIED UTILITY WARNING AND IDENTIFICATION TAPE

- A. Provide detectable aluminum foil plastic backed tape or detectable magnetic plastic tape manufactured specifically for warning and identification of buried piping. Tape shall be detectable by an electronic detection instrument. Provide tape in rolls, 3 inches minimum width, color coded for the utility involved with warning and identification imprinted in bold black letters continuously and repeatedly over entire tape length. Warning and identification shall be CAUTION BURIED PIPING BELOW or similar. Use permanent code and letter coloring unaffected by moisture and other substances contained in trench

backfill material. Bury tape with printed side up at a depth of 12 inches below the top surface of earth or the top surface of the subgrade under pavements.

1.22 ARCHITECTURAL COATINGS (NOT USED)

1.23 NOISE LIMITATIONS

- A. All equipment to be furnished under this Contract, unless specified otherwise in the technical specifications, shall be designed to insure that the sound pressure levels does not exceed 85 decibels over a frequency range of 37.8 to 9600 cycles per second at a distance of three feet from any portion of the equipment, under any load condition, when tested using standard equipment and methods. Noise levels shall include the noise from the motor. Mufflers or external baffles shall not be acceptable for the purpose of reducing noise. Data on noise levels shall be included with shop drawing submittals.

1.24 RIGHT TO KNOW LAW

- A. The Contractor shall submit Material Safety Data Sheets for all substances or mixture of substances used on the Project by him/her or his/her subcontractors prior to commencing any work in accordance with all Federal and State requirements.

1.25 SPECIAL WASTE (SEE SECTION 02075)

1.26 SUBSURFACE AND PHYSICAL CONDITIONS

- A. No subsurface investigations have been performed for this project. Contractor shall coordinate with utility companies and TWW for review of existing record information.

1.27 VALVE IDENTIFICATION (NOT USED)

1.28 SALES TAX EXEMPTION

- A. Project is exempt from sales tax on products permanently incorporated in the work. Sales tax exemption certificate number shall be available from the Owner.
- B. Contractor shall place the tax exemption certificate number on invoices for materials incorporated in the work.
- C. Upon completion of work, Contractor shall file with Owner a notarized statement that all purchases made were entitled to be exempt. Contractor shall pay legally assessed penalties for improper use of Owner's tax exemption status.

1.29 HYDRAULIC UPLIFT OF STRUCTURES

- A. The Contractor shall be responsible for the protection of all new and existing structures against hydraulic uplift until such structures have been accepted finally by the Owner.

1.30 HOURS OF CONSTRUCTION

- A. Except as otherwise specifically allowed elsewhere in the Contract Documents, normal construction activity shall take place only between the hours of 8:00 am to 5:00 pm excluding, Saturdays, Sundays and legal holidays. The Contractor shall plan the Work so as to avoid working beyond these hours. However, if despite the Contractor's diligent efforts, the Contractor believes that overtime work is necessary in order for the Contractor to complete the Work, the Contractor may apply to the Engineer and to the Owner for approval to perform overtime work, which approval may be withheld in their sole discretion. No additional compensation or time extension shall be due to the Contractor whether approval is granted or denied.

- B. If the Contractor believes that overtime work is necessary, it shall obtain prior approval from the Engineer and the Owner. The Contractor shall file a request for such approval in writing and shall include the specific reasons therefore and the time that the overtime work is expected to be concluded. Overtime work will normally be limited to evening hours (5:00 p.m. to 8:00 p.m.) Monday through Friday and daytime hours (8:00 a.m. to 5:00 p.m.) on Saturdays except in special circumstances approved by the Engineer and the Owner.

1.31 OPEN EXCAVATIONS

- A. No excavations shall be left open during the course of the work and all excavations shall be completely backfilled by the end of each workday, unless otherwise authorized by Owner in writing. All open excavations shall be adequately safeguarded by providing temporary steel plates, barricades, caution signs, lights and other means to prevent accidents to persons and damage to property.
- B. For trench excavation, the Contractor shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of trench excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in certain areas and requiring that the trench shall not remain open overnight.

1.32 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. See Section 01510.

1.33 DUST CONTROL

- A. See Section 02075.

1.34 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, the Contractor shall keep the site of his operations in as clean and neat a condition as is possible. The Engineer and the Owner reserve the right to direct site clean-up if deemed necessary. The Contractor shall dispose of all residue resulting from the construction work and, at the conclusion of the work, he shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and shall leave the entire site of the work in a neat and orderly condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the Contractor shall and his subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and elsewhere in the Specifications.
- C. The Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors and floodplains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by him, will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. Therefore, the Contractor will be required to remove the fill at his own expense and restore the area impacted.

1.35 CONSTRUCTION EMPLOYMENT (Not Used)

1.36 PUBLIC UTILITIES

- A. The Contractor shall comply with the following requirements for excavations in public and private property. Compliance shall include the following:
 - 1. The Contractor shall notify public utility companies in writing at least 72 hours (excluding Saturdays, Sundays and legal holidays) but not more than 30 days before excavating in areas where underground utility plant (pipes, cables, manholes, etc.) exist.
 - 2. The Contractor shall be responsible for providing the Utility Companies with a schedule of his activities in areas where the utilities exist.
 - 3. The Contractor shall immediately notify utility companies of any damage to their utilities resulting from construction operations.
- B. The Contractor shall notify DIGSAFE at 1-800-225-4977 or 811 at least 72 hours before digging, trenching, blasting, demolishing, boring, backfilling, grading, landscaping or other earth moving operations in any public ways, rights of way and easements.

1.37 PROVISIONS FOR CONTROL OF EROSION

- A. Contractor is responsible for erosion and sedimentation control. See Section 02273.

1.38 DISTURBANCE OF ALL EXISTING SURVEY MARKERS

- A. The Contractor shall replace all bounds and survey markers disturbed by his operations at his own expense. The bounds shall be relocated by a land surveyor registered in the State of Rhode Island.

1.39 SCHEDULE OF VALUES

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the work, within 14 days after the date of the Notice to Proceed.
- B. Upon Request of the Engineer, support the values with data which will substantiate their correctness.
- C. The schedule of Values, when approved by the Engineer, shall be used as the only basis for the Contractor's Applications for Payment.

1.40 POLICING

- A. When, in the opinion of the Owner or the Engineer, public safety or convenience requires the services of police, the Engineer may direct the Contractor to provide manpower to direct traffic within the location of work under this Contract.
- B. When so directed, the Contractor shall make all arrangements for obtaining the necessary manpower. All costs for policing will be paid by the Owner. The Contractor shall pay all incidental costs related to the coordination for these services.
- C. The intent is to insure public safety by police direction of traffic. Police are not to serve as watchmen to protect the Contractor's equipment and materials, or to warn pedestrians of such hazards as open trenches.
- D. Nothing contained herein shall be construed as relieving the Contractor of any of his responsibilities for protection of persons and property under the terms of the Contract.

1.41 CONSTRUCTION SCHEDULING

SECTION 01000 – GENERAL SPECIFICATIONS

- A. A Bar Chart construction schedule shall be used to control the work of this Contract and to provide a definitive basis for determining job progress. The construction schedule and updates shall be prepared by the Contractor. All work shall be done in accordance with the established schedule and the Contractor and his subcontractors shall be responsible for cooperating fully with the Engineer and the Owner in effectively utilizing the schedule.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01010 – SUMMARY OF WORK

SECTION 01010 - SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK

A. The work of this Contract is located in the Town of Tiverton, Rhode Island at the following locations:

- | | |
|--|--|
| 1. 33 Bay Street. Plat & Lot 101-347 | 6. 135 Horizon Drive. Plat & Lot 114-125 |
| 2. 100 Bay Street. Plat & Lot 101-420 | 7. 91 State Avenue. Plat & Lot 101-411 |
| 3. 130 Bay Street. Plat & Lot 101-357 | 8. 111 State Avenue. Plat & Lot 101-408 |
| 4. 38 Clement Street. Plat & Lot 102-110 | 9. 115 State Avenue. Plat & Lot 101-407 |
| 5. 17 Foote Street. Plat & Lot 101-354 | 10. 121 State Avenue. Plat & Lot 101-407 |

Figures showing the location of all work to be completed can be following this section and included in Appendix A.

1.02 SCOPE OF WORK

A. Work will include the connection of 10 properties within the Bay Street and State Avenue area in Tiverton to the existing Tiverton Wastewater District or Fall River, MA Sewerage, as specified herein.

B. The work herein specified to be done (herein sometimes referred to as the "Work") consists generally of the installation of new sewer lateral service pipes, cleanouts, backwater valves, connections and appurtenances required to connect to the existing sewer; abandonment of existing onsite wastewater treatment systems (OWTS) and cesspools, pavement removal and replacement; vegetation removal and replacement, hardscapes removal and replacement, and other miscellaneous work described herein.

C. The work includes construction of the following major elements as further described in the Contract Documents:

1. Installation of 6" SDR 35 PVC Sewer Pipe, fittings, bends, and cleanouts.
2. Installation of Backwater Valves.
3. Connections to the existing sewer using saddle taps or Inserta-Tee Lateral Connection Specialty Fitting.
4. Surface restoration – restore to pre-construction conditions.
5. Disposal of Type 1 or Type 2 material as defined in Section 02075, if required.
6. Other miscellaneous tasks contained in the Contract Documents.

D. The following is a list of the anticipated work required at each address to complete the installation of Sewer laterals. Contractor is made aware that the individual items and lengths of pipe provided herein are approximate, and actual lengths of pipe and appurtenances will be determined in the field. The TWWD (District) shall have final jurisdiction in any question of location of any sewer pipelines and service connections to its wastewater collection system. All lengths, sizes, and dimensions given are approximate. Payment for work will be at the various bid prices provided in the Bid Schedule.

1. 33 Bay Street

- a. Installation of approximately 80 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to Mount Hope interceptor using InsertaTee, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, loam and seed restoration, and removal and reset two (2) sections of existing fence, approximately 16 feet in length. It is anticipated that the routing of sewer will be in the back yard to connect to the sewer in Foote Street.

2. 100 Bay Street
 - a. Installation of approximately 80 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to Mount Hope interceptor using InsertaTee, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, loam and seed restoration, and removal and replacement of trees and shrubs on the property.
3. 130 Bay Street
 - a. Installation of approximately 150 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to Mount Hope interceptor using InsertaTee, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, loam and seed restoration, and removal and replacement of trees and shrubs on the property.
4. 38 Clement Street
 - a. Installation of approximately 40 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to gravity sewer using ductile iron tap saddle, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, concrete walk restoration, curb remove and reset, loam and seed restoration, mulch bed restoration, and removal and replacement of trees and shrubs on the property. Estimates are based on internal plumbing modifications by the homeowner.
5. 17 Foote Street
 - a. Installation of approximately 120 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to Mount Hope interceptor using InsertaTee, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, loam and seed restoration, removal and replacement of trees and shrubs on the property, removal and reset of approximately 16 linear feet of wooden retaining wall, and removal and reset of approximately 16 linear feet wooden fence.
6. 135 Horizon Drive
 - a. Installation of approximately 70 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to gravity sewer using ductile iron tap saddle, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, permanent concrete walk reconstruction, loam and seed restoration, and removal and replacement of patio paver area. Estimates are based on internal plumbing modifications by the homeowner.
7. 91 State Avenue
 - a. Installation of approximately 160 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septag , installation of cleanouts, installation of backwater valve and valve box, connection to gravity sewer using ductile iron tap saddle, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, concrete walk restoration, loam and seed restoration, removal and replacement of stone paver walkway, and removal and reset of approximately 20

feet chain-link fence. Connection of lateral will be to Fall River sewer along the northern shoulder of State Avenue. It is noted that this property has two sewer services.

8. 111 State Avenue

- a. Installation of approximately 150 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to gravity sewer using ductile iron tap saddle, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, loam and seed restoration, removal and replacement of stone paver walkway, removal and reset of approximately 20 feet of wooden fence, and removal and replacement of patio paver area. Connection of lateral will be to Fall River sewer along the northern shoulder of State Avenue.

9. 115 State Avenue

- a. Installation of approximately 180 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to gravity sewer using ductile iron tap saddle, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, concrete walk restoration, and loam and seed restoration. Connection of lateral will be to Fall River sewer along the northern shoulder of State Avenue.

10. 121 State Avenue

- a. Installation of approximately 160 linear feet of new sewer pipe and bends, Hauling and disposal of Category 1 and Category 2 Soil, pumping and disposal of septage, installation of cleanouts, installation of backwater valve and valve box, connection to gravity sewer using ductile iron tap saddle, abandonment of existing OWTS system, temporary pavement patch, permanent pavement restoration, concrete walk restoration, and loam and seed restoration. Connection of lateral will be to Fall River sewer along the northern shoulder of State Avenue. It is noted that this property has two sewer services.

1.03 WORK BY OTHERS

- A. The Contractor's occupation of the work site or portions thereof and its operations throughout the course of the Work will be affected by the operations of others adjacent to and within the work site. As a minimum, the Contractor shall plan its operations subject to the following constraints: uninterrupted use of private property and no interruption to sanitary flow.
- B. In addition to those activities detailed hereinbefore the Contractor shall also coordinate its operations in public rights-of-way with other utilities, City of Fall River, if necessary, and the Town of Tiverton as provided elsewhere in the Contract Documents.
- C. The Contractor's use of the premises shall be in accordance with schedule milestones specified by the Contract Documents and as defined in the Agreement for the performance of the Work.
- D. The Contractor shall maintain access and utilities to the adjacent businesses and residents at all times.
- E. The Contractor shall assume full responsibility for security of all its subcontractor's materials and equipment stored on site.
- F. If directed by the Owner, the Contractor shall move any stored items which interfere with operations of the Owner or other contractors, without an increase to Contract Price or Contract Time.

SECTION 01010 – SUMMARY OF WORK

G. The Contractor shall obtain and pay for use of additional storage or work areas if needed to perform the Work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

PROJECT LOCATION FIGURES



BAY STREET
NEIGHBORHOOD SEWER
LATERAL CONNECTIONS
TIVERTON, RI
BAY STREET

PROJECT NO.: 23112.02
DATE: JANUARY 2025
SCALE: AS NOTED

PROJECT
LOCATIONS



**BAY STREET
 NEIGHBORHOOD SEWER
 LATERAL CONNECTIONS
 TIVERTON, RI**
 BAY STREET, FOOTE STREET,
 & STATE AVENUE,

PROJECT NO.: 23112.02
 DATE: JANUARY 2025
 SCALE: AS NOTED

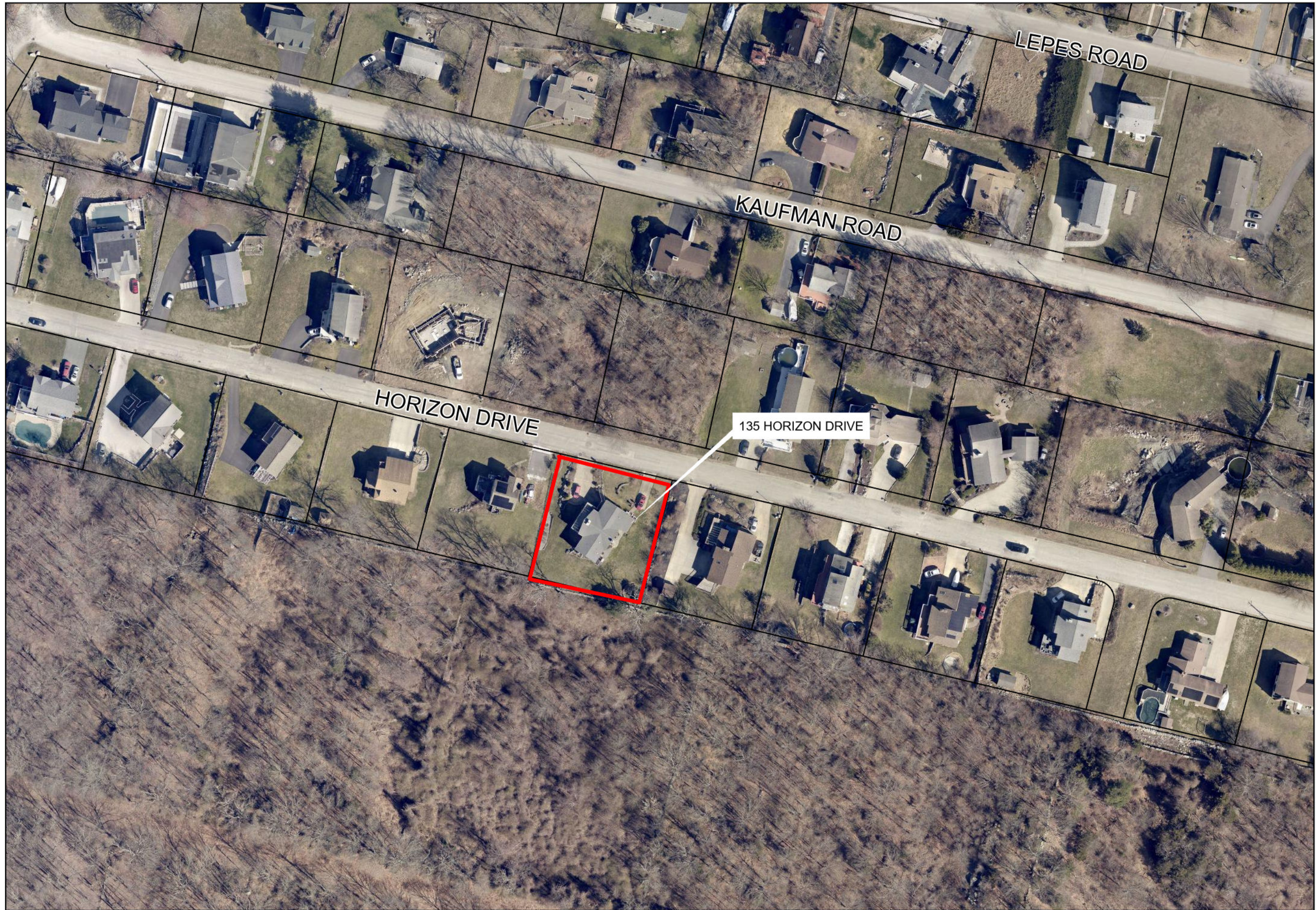
**PROJECT
 LOCATIONS**



BAY STREET
NEIGHBORHOOD SEWER
LATERAL CONNECTIONS
TIVERTON, RI
CLEMENT STREET

PROJECT NO.: 23112.02
DATE: JANUARY 2025
SCALE: AS NOTED

PROJECT
LOCATIONS




PARE
CORPORATION
ENGINEERS - SCIENTISTS - PLANNERS
8 BLACKSTONE VALLEY PLACE
LINCOLN, RI 02865
401-334-4100



1 INCH = 95 FEET
0" 1"
BAR IS ONE INCH ON ORIGINAL DRAWING



BAY STREET
NEIGHBORHOOD SEWER
LATERAL CONNECTIONS
TIVERTON, RI
135 HORIZON DRIVE

PROJECT NO.: 23112.02
DATE: JANUARY 2025
SCALE: AS NOTED

PROJECT
LOCATIONS

SECTION 01045 - CUTTING, CORING AND PATCHING

SECTION 01045 - CUTTING, CORING AND PATCHING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section covers the cutting, coring, and rough and finish patching of holes and openings in existing structures (manholes, pipes, etc.).
- B. The Contractor shall see that all such cuts, cores, and openings are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.
- C. In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent of the Engineer.
- D. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor, except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

- A. All cutting and coring shall be performed in such a manner as to limit the extent of patching.
- B. All holes cut through concrete, existing or proposed manholes, and existing or proposed pipes shall be core drilled unless otherwise approved. No structural members shall be cut without approval of the Engineer. No holes may be drilled in/through structural members or supports without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.
- C. Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.
- D. Prior to coring and cutting, rebar shall be located using a Rebar Locator. If possible relocate to avoid rebar.

3.02 CORING

- A. Coring shall be performed with an approved non-impact rotary tool with diamond core drills. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- B. All equipment shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.
- C. Provide protection for existing equipment, utilities and critical areas against water or other damage caused by drilling operation.

SECTION 01045 - CUTTING, CORING AND PATCHING

- D. Slurry or tailings resulting from coring operations shall be vacuumed or otherwise removed from the area following drilling.

3.03 CUTTING

- A. Cutting shall be performed with a concrete wall saw and diamond saw blades of proper size.
- B. Provide for control of slurry generated by sawing operation on both sides of wall.
- C. When cutting a reinforced concrete wall, the cutting shall be done so as not damage bond between the concrete and reinforcing steel left in structure. Cut shall be made so that steel neither protrudes nor is recessed from face of the cut.
- D. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- E. Provide equipment of adequate size to remove cut panel.

END OF SECTION

SECTION 01060 – PERMITS AND REGULATORY REQUIREMENTS

SECTION 01060 - PERMITS AND REGULATORY REQUIREMENTS

PART 1 GENERAL

- 1.01 The Contractor is responsible for obtaining all federal, state and local permits required to complete the work and to comply with all regulatory requirements. The Contractor shall fill out all forms and furnish all documents required to obtain the permits. A copy of the approved permit shall be submitted to the Engineer. All fees associated with these permits shall be paid by the Contractor as part of the project. Work shall not commence on any phase of the work requiring a permit until the permit is obtained.
- A. The Work specified in this section includes permits and regulatory requirements. Specific requirements are also included in other specification areas.
- B. Related Work Described Elsewhere:
1. Contract Agreement, Section 00500
 2. General Specifications, Section 01000
 3. Miscellaneous and Special Project Requirements, Section 01100
 4. Construction Facilities and Temporary Services, Section 01500
 5. Traffic Regulation, Section 01570
- 1.02 SUBMITTALS
- A. Submit draft copies of all permit applications to the Engineer a minimum of five (5) days before the permit application is submitted to the permitting agency.
- B. Submit a copy of all permits obtained by the Contractor.
- 1.03 REGULATORY AGENCIES
- A. Contractor shall comply with all laws, rules, regulations, and ordinances promulgated by any authority having jurisdiction over the Work, including, but not limited to:
1. Permit for Discharge of Construction Water into TWWD Sewer System in accordance with the Rules and Regulations for the Use of Wastewater Facilities within the TWWD.
 2. City of Fall River Engineering Department.
 3. Rhode Island Department of Environmental Management (RIDEM).
- 1.04 PERMITS OBTAINED BY OWNER(NOT USED)
- 1.05 PERMITS AND REQUIREMENTS OBTAINED BY CONTRACTOR
- A. Town of Tiverton, Department of Public Works
1. Street Opening Permit.
- B. State of Rhode Island
1. Rhode Island Underground Utility License; or equivalent licensed master plumber or pipefitter.
- C. City of Fall River, Engineering Department
1. Sewer Application.
 2. Road Opening Permit.
 3. Approved City of Fall River Drain Layer

SECTION 01060 – PERMITS AND REGULATORY REQUIREMENTS

- D. Contractor shall coordinate with the City of Fall River to conduct all necessary observations, inspections, and paperwork needed for approval to tie into the sewer within the City of Fall River.
- E. Contractor shall coordinate with environmental consultant for the Town of Tiverton, Hoffman Engineering, when working in contaminated soil within the project area.
- F. Prior to performing the Work, Contractor shall be responsible for obtaining and paying for all other permits required for the work of this Contract including but not limited to permits required of his equipment, work force, and of particular operations (such as fuel storage, air emissions, disposal of excavated material). Such permits may include those listed above. Contractor shall determine and obtain all necessary permits to enable Contractor and Engineer occupation of the construction trailers at the work site.
- G. The Contractor shall be solely responsible for obtaining, and paying for at no additional cost to TWWD all permits, licenses, mitigation, certifications or approvals required for either transportation, off-loading, stockpiling, storage and final use or off-site disposal of excavated material and construction and demolition material generated during the performance of the Work.
- H. At no additional cost to TWWD, the Contractor shall be responsible for collecting representative samples of materials to be disposed of off-site and providing any analyses as may be required to receive agency approvals for use or off-site disposal of material and for scheduling and coordinating inspections necessary for receipt of local or state permits, approvals or certifications.
- I. The Contractor shall be responsible for providing to TWWD in a timely and acceptable manner copies of all permits, licenses, certifications or approvals or other applicable information required to demonstrate receipt of required permits.
- J. Should the Contractor propose construction or means and methods which are not allowed by the permits included herein, the Contractor shall be solely responsible for obtaining any permit amendments or new permits which would allow compliance with Contractor's proposed means and methods at no additional cost to TWWD. The Contractor shall be constrained from commencing construction within the affected areas until applicable permit amendments or new permits have been received.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PERMIT COSTS AND FINES

- A. Any and all costs, including TWWD and Engineer costs, of fines levied by Rhode Island Department of Environmental Management (RIDEM), EPA, or Massachusetts Department of Environmental Protection (MassDEP) for violations of any permit requirements which are a direct result of the Contractor's performance or lack thereof shall be paid by the Contractor at no additional cost to TWWD.

END OF SECTION

SECTION 01150 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The following sections describe the measurement of and payment for the work to be completed under the respective items listed in the Bid.
- B. Each Lump Sum Price stated shall constitute full compensation as herein specified for each item of work completed in accordance with the Contract Documents.

1.2 EXTENT OF WORK

- A. Measurement. The quantities to be measured under the various items in the proposal will be those quantities of work completed in accordance with the Contract Documents. The methods of measurement will be as stated hereinafter for the individual items.
- B. Prices. The unit or lump sum prices for all items in the schedule of prices shall be full compensation for the work of the CONTRACTOR specified and shall include the cost of furnishing all materials, labor, tools and equipment and all work and expense incidental to and necessary to complete the work in accordance with the Specifications.

1.3 WORK NOT PAID FOR SEPARATELY

- A. Stripping Topsoil. Payment for stripping topsoil, including stockpiling, is included in the prices for the various Items of Work in the Schedule of Prices and no separate payment will be made thereof.
- B. Clearing and Grubbing. Payment for clearing and grubbing, including disposal, is included in the prices for the various items of work in the Schedule of Prices and no separate payment will be made thereof.
- C. Earth Excavation. Payment for earth excavation to the depths required and as authorized by the ENGINEER or OWNER for the construction of all pipelines and appurtenances is included in the prices for the various items of work in the Bid Schedule and no separate payment will be made thereof. Also included in the prices for these various items of work is disposal of the excavated materials, infills, backfills, embankments, designated stockpiles, or as spoil, unless otherwise paid for under separate work items (e.g., Type 1 and Type 2 contaminated soils).
- D. Removal and Disposal of Pipes not connected to or associated with the abandonment of existing septic systems. Payment for removal and disposal of existing pipes, if encountered, and as authorized by the ENGINEER or OWNER, is included in the prices for the various items of work Nos 8-17 in the Bid Schedule and no separate payment will be made thereof.
- E. Boulder Excavation. Payment for boulder excavation less than one (1) cubic yard in size, including hauling offsite and furnishing and installing appropriate backfill material, is included in the various items of work in the Bid Schedule and no separate payment will be made thereof.
- F. Filling, Backfilling, Embankment, and Disposal of Surplus Materials. Payment for filling, backfilling for all structures and pipelines, including appurtenances, construction of embankments, and disposal of surplus material (unless otherwise included in other work items) is included in the prices for the various items of work in the Schedule of Prices and no separate payment will be made thereof, except for selected material if needed to complete the work.

- G. Sheeting, Shoring and Bracing. Payment for all necessary sheeting, shoring and bracing is included in the prices for the various items in the Bid Schedule and no separate payment shall be made thereof.
- H. Pumping, Draining and Bailing. Payment for all necessary pumping, draining, bailing, etc., including the use of underdrains or well points, is included in the prices for the various items in the Bid Schedule and no separate payment will be made thereof.
- I. Preparation of Site. Payment for preparation of the Site is included in the Lump Sum Price Bid for Item 1 in the Bid Schedule and no separate payment will be made thereof. Preparation of site includes setting up temporary construction facilities; obtaining necessary permits and licenses; and payment of fees; general protection, temporary heat and utilities; providing shop and working drawings, certificates and schedules; sampling and testing materials; providing required insurance; coordination with property owners; cleaning up, and all other work regardless of its nature which may not be specifically referred to in the Bid Schedule but is necessary for the complete construction of the project set forth by the contract.
- J. Bonds. Payment for bonds required by the contract is included in the Lump Sum Price Bid for Item 1 in the Bid Schedule and no separate payment will be made thereof.
- K. Environmental Protection. Payment for work under this Section is included in the prices for the various Items in the Bid Schedule and no separate payment will be made thereof.
- L. Signage. Payment for all signage required for this project is included in the Lump Sum Price Bid for Item 1 in the Bid Schedule and no separate payment will be made thereof.
- M. Pavement Removal. Payment for bituminous concrete pavement excavation and disposal is included in the prices for the various items in the Bid Schedule and no separate payment will be made thereof.
- N. Traffic Control. Payment for traffic control devices and flaggers is included in the prices for the various items in the Bid Schedule and no separate payment will be made thereof.
- O. Saw-cutting. Payment for saw-cutting is included in the prices for the various items in the Bid Schedule and no separate payment will be made thereof.
- P. No separate payments will be made for cleaning up. Such clean-up shall be considered incidental to the item to which it applies and shall be included in the price for that item.
- Q. All existing work removed or damaged by the Contractor's operations shall be replaced to the satisfaction of the Owner at no additional expense to the Owner.
- R. No separate payment will be made for Division 1 - General Requirements. The Contractor shall incorporate the cost for these items into the Bid Schedule listed in the Bid Form.
- S. Compaction and costs associated with third party compaction testing are incidental to the work items described. No separate payment shall be made for labor, materials, or equipment necessary to adequately compact backfilled excavations or to conduct compaction testing in accordance with the requirements and technical specifications of this project.
- T. Should the Contractor determine that traffic control is required to facilitate delivery of equipment, products, and materials to the site, the costs associated with these measures shall be incorporated into Bid Item No. 1 – Mobilization and Demobilization. **Police detail, should it be required, would be paid for directly by the Owner. The Contractor is responsible for charges for details that were not properly cancelled.**

1.4 BID ITEMS

- A. Appurtenant items of work shown on the Drawings or specified which are required to complete the work but are not listed separately under the various applicable bid items of work, shall have no separate payment for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.
- B. The Owner reserves the right to remove select bid items and to increase or decrease the unit quantity of bid items. The successful bidder is made aware that the unit price so stated on the bid form constitutes full compensation for that item, regardless of any increase or decrease in the unit quantity of that bid item. Standards of the industry (i.e., renegotiation of the bid price due to a 25% increase in the unit quantity of the bid item) shall not be enforceable under this contract. Renegotiation of bid prices shall be performed solely at the discretion of the Owner.

1.5 MEASUREMENT

- A. The measurement of all quantities of items listed in the Bid Form shall be done by the Contractor and verified by the Owner or its representative. The measurement will include proper and complete documentation of all items to the satisfaction of the Owner prior to the submission for payment. The measurement submitted shall be in the same unit description listed in the Bid Form.

1.6 PAYMENT

- A. Payments shall be made to the Contractor only after proper documentation of the unit quantity provided or percentage of work completed, and in accordance with the contract terms and conditions regarding payment.
- B. Payment for bid items shall include full compensation for all incidentals required for the complete installation of the completed product.
- C. Payment shall be made only for that work which is performed within the pay limits shown on the Drawings or detailed in the Specifications. No payment shall be made for work beyond these limits unless the work has been authorized by the Engineer in writing.

1.7 PARTIAL PAYMENT FOR PRODUCTS

- A. Contractor may request partial payment for Products (supplies, material and/or equipment) as defined in Section 01600 - Materials and Equipment, which will be incorporated into the Work and which are delivered and stored off-site. The request may only be made when submitting the Contractor's proposal for a Schedule of Values. In order for this request to be considered, the Contractor must comply with the requirements of this subsection and the Agreement. Any payments approved pursuant to this subsection shall not exceed sixty-five percent (65%) of the Product's invoiced value and shall be subject to retainage as set forth in the Agreement. The Contractor shall obtain prior approval since the Owner reserves the right to refuse approval for payment for any equipment or materials suitably stored off-site in its sole discretion, regardless of whether all conditions contained herein have been met.
- B. Partial payment may be made for Products eligible for off-site delivery and storage only upon presentation by the Contractor of a Bill of Sale, an invoice or an Affidavit certifying that the material is received by the Owner free and clear of all liens, encumbrances and security interests of any kind and including for off-site delivery evidence acceptable to the Owner that "all risks" property insurance in an amount sufficient to protect the interests of the Owner is in effect at the approved site and that the Owner is a loss payee equal to or greater than its percentage of ownership.

- C. Partial payment for Products delivered and stored off-site shall be contingent upon Contractor's compliance with the storage and protective maintenance requirements set forth in Section 01600 and all other requirements necessary to preserve equipment warranties for the benefit of the Owner.
- D. All costs associated with delivery to and storage at an off-site facility shall be assumed by the Contractor notwithstanding the Contractor's request for and obtaining of the Owner approval to so deliver and store the materials.
- E. Contractor shall provide written evidence to the Owner of having made arrangements for unrestricted access by the Owner and its authorized representatives to the materials wherever stored, including provision for the Owner to take control and possession of such materials at any time and without restriction.
- F. Contractor must provide, upon request and prior to any partial payment, documentation that transfers absolute legal title to such material to the Owner conditional only upon receipt of final payment. Neither such transfer of this nor any partial payment shall constitute acceptance by Owner of the materials nor void the right to reject materials subsequently found to be unsatisfactory, or in any way relieve the Contractor of any obligation arising under the Contract Documents.

PART 2 - PRODUCTS

2.1 MOBILIZATION AND DEMOBILIZATION (BID ITEM NO. 1)

- A. Measurement
 - 1. The work of this section will be measured on a percentage basis for the site mobilization and demobilization performed in accordance with the Specifications and/or as directed by the Engineer.
 - 2. The bid price shall be no more than 5% of the total base bid.
 - 3. No more than 50% of the lump sum price for this item will be paid in Contractor's first payment application.
 - 4. Up to 75% will be paid as mobilization and the remainder will be paid for demobilization from the Site.
- B. Payment
 - 1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
 - 2. Work shall generally include mobilization and demobilization of all equipment, materials, workmen, temporary construction facilities, construction trailers, conducting pre-construction video survey, preparation of Site for access, temporary removal, stockpile and storage of structures/materials, procurement and installation of all project signage, removal and furnishing existing project signs, protection of existing structures/materials, including set-up of all equipment and staging and storage areas; temporary fencing or other security measures, preparation and furnishing of as-built drawings, preparation and furnishing of operations, maintenance, and instruction manuals and for all incidental work required for completion of the work specified herein and included in the Contract Documents.

2.2 COMPOST FILTER SOCKS (BID ITEM NO. 2)

A. Measurement

1. The work of this section will be measured on the linear foot of compost filter sock basis for the installation, maintenance, removal and disposal of compost filter sock in accordance with the Specifications, as required to comply with environmental regulations and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made at the contract unit price per linear foot as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.

2.3 INLET SEDIMENT CONTROL DEVICE (BID ITEM NO. 3)

A. Measurement

1. The work of this section will be measured on a per each inlet sediment control device basis for the installation, maintenance, removal and disposal of inlet sediment control devices in accordance with the Specifications, as required to comply with environmental regulations and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made at the contract unit price for each inlet control device installed, as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.

2.4 EXPLORATORY TEST PITS (BID ITEM NO. 4)

A. Measurement

1. The work of this section will be measured by the number of test pits actually performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per each as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. Work shall also include, but is not necessarily limited to, traffic control, saw cutting, removal and disposal of concrete/bituminous pavement and excess soil, excavation to depths required by the Owner, de-watering, shoring furnishing and installing bedding material for utilities or structures encountered in the test pit, and furnishing, installing, and properly compacting backfill.

2.5 ROCK REMOVAL (BID ITEM NO. 5)

A. Measurement

1. The work of this section will be measured by the number of cubic yards of in-place bedrock, or boulders greater than one (1) cubic yard, actually removed as required to complete the work in accordance with the Contract Documents and/or as directed by the Engineer.
2. When rock is encountered, the material shall be uncovered and the Engineer notified. The Engineer shall determine quantities by volumetric computation determined from surveys performed before rock excavation begins and surveys performed after completion of rock excavation. If the Contractor fails to uncover the rock and notify the Engineer to allow ample time

for cross-sectioning the undisturbed material, the Contractor shall have no right of claim to any classification other than that allowed by the Engineer.

3. Measurements of rock excavation will extend to the dimensions specified in Section 02211. Trench widths will be as indicated in the Contract Documents.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per cubic yard as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. Work shall also include excavation, drilling, breaking (mechanical removal) and hauling of rock off-site and legal disposal in accordance with the requirements of Section 02211, backfilling and providing screened gravel, for any deficiency of trench backfill and all work incidental thereto, for which payment is not provided under other items.

2.6 CONTAMINATED SOIL HAULING (BID ITEM NO. 6)

A. Measurement

1. The work of this section will be measured by the number of tons of contaminated soil hauled for offsite disposal, as measured by the calibrated scale at the receiving facility, in accordance with the Contract Documents and/or as directed by the Owner.
2. Category 1 Soil – Material that exceeds RIDEM R DEC concentrations but is suitable for reuse as alternate daily cover at a non-hazardous solid waste facility (in accordance with RIRRC Alternative Cover Policy or as defined in DEP Policy #COMM-97-001 if the material is proposed for reuse at a Massachusetts landfill).
3. Category 2 Soil – Material which is suitable for solid waste disposal at a non-hazardous solid waste facility, such as the RIRRC Central Landfill.
4. Contractor is directed to use excavated contaminated soil as backfill wherever possible, subject to approval of Owner, to minimize offsite soil disposal to the greatest extent possible.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per ton of soil hauled offsite for disposal, as measured by the calibrated scale at the receiving facility, certified by the receiving facility, as listed in the Bid Schedule. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to excavate, load, unload, and haul soils requiring offsite disposal.
2. The payable quantity will be based on the certified weight slips provided by the disposal facility. Contractor shall furnish certified weight slips along with the appropriate material shipping record forms to the satisfaction of the Owner.
3. The work shall include all costs associated with excavation and handling of material, temporary stockpiling, stockpile management (including but not limited to perimeter erosion controls, stockpile covering, dust mitigation, etc.), waste characterization sampling and analysis, costs associated with obtaining acceptance for materials from appropriate licensed facilities (if required), and loading, unloading, and hauling of material for disposal at appropriate licensed facilities.
4. The work shall also include the cost of providing suitable clean backfill.
5. Disposal tipping fees will be paid for separately as part of Bid item No. 25.

2.7 SPECIAL WASTE NO. 1 DISPOSAL (BID ITEM NO. 7)

A. Measurement

1. The work of this section will be measured by the number of gallons of septage pumped from existing OWTS systems actually disposed, as certified by the receiving facility, in accordance with the Contract Documents and/or as directed by the Owner.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per gallon disposed, as certified by the receiving facility and as listed in the Bid Schedule. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Payment for abandoning OWTS shall be made under a separate Bid Item.

2.8 33 BAY STREET, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 8)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 80 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to Mount Hope interceptor using InsertaTee, restoration of disturbed lawn areas with loam and seed, the removal and resetting of two (2) 8-foot long sections of existing fence, and all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 9 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.9 100 BAY STREET, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 9)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. Work shall generally include the installation of up to 80 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to Mount Hope interceptor using InsertaTee if existing plugged wye is damaged, restoration of disturbed lawn areas with loam and seed, gravel drive restoration where

disturbed as part of construction, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.

3. The depth of sewer at the point of connection in the right-of-way is approximately 7 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.10 130 BAY STREET, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 10)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 150 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to Mount Hope interceptor using InsertaTee, restoration of disturbed lawn areas with loam and seed, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 7 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.11 38 CLEMENT STREET, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 11)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 40 linear feet of new sewer pipe including bends and fittings, installation of cleanouts, installation of backwater valve with valve box, connection to gravity sewer using ductile iron tap saddle, approximately 36 square feet concrete walk restoration, restoration of disturbed lawn areas with loam and seed, restoration of disturbed mulch beds, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 9.5 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.

4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.
- 2.12 17 FOOTE STREET, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 12)
- A. Measurement
 1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.
 - B. Payment
 1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
 2. Work shall generally include the installation of up to 120 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to Mount Hope interceptor using InsertaTee, restoration of disturbed lawn areas with loam and seed, removal and resetting of approximately 16 linear feet of wooden retaining wall, removal and resetting of approximately 16 linear feet of wooden fence, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
 3. The depth of sewer at the point of connection in the right-of-way is approximately 9 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
 4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.
- 2.13 135 HORIZON DRIVE, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 13)
- A. Measurement
 1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.
 - B. Payment
 1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
 2. Work shall generally include the installation of up to 70 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to gravity sewer using ductile iron tap saddle, and for all incidental work required for completion of the work specified herein and included in the Contract Documents..
 3. The depth of sewer at the point of connection in the right-of-way is approximately 4 feet below ground surface (bgs).
 4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.14 91 STATE AVENUE, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 14)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 160 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve, connection to gravity sewer using ductile iron tap saddle, approximately 230 square feet of concrete walk restoration, restoration of disturbed lawn areas with loam and seed, removal and reset of approximately 20 linear feet of chain-link fence, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 8 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.15 111 STATE AVENUE, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 15)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 180 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to gravity sewer using ductile iron tap saddle, restoration of disturbed lawn areas with loam and seed, removal and reset of approximately 20 feet of wooden fence, removal and replacement of approximately 250 of patio paver/rock area, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 6 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.16 115 STATE AVENUE, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 16)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 160 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to gravity sewer using ductile iron tap saddle, restoration of disturbed lawn areas with loam and seed, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 6 feet below ground surface (bgs). Bidders shall base their lump sum bid price on the anticipated depth of excavation to be required.
4. Temporary and permanent pavement restoration will be measured and paid for under separate bid items.

2.17 121 STATE AVENUE, INSTALLATION OF SEWER AND RESTORATION OF SITE (BID ITEM NO. 17)

A. Measurement

1. The work of this section will be measured on a percentage basis for the installation of sewer and restoration of the site performed in accordance with the Specifications and/or as directed by the Owner.

B. Payment

1. Payment for this item shall be made as a percentage of the Lump Sum price listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Owner.
2. Work shall generally include the installation of up to 160 linear feet of new sewer pipe, inclusive of bends and fittings. It shall also include installation of cleanouts, installation of backwater valve with valve box, connection to gravity sewer using ductile iron tap saddle, approximately 80 square feet of concrete walk restoration, restoration of disturbed lawn areas with loam and seed, and for all incidental work required for completion of the work specified herein and included in the Contract Documents.
3. The depth of sewer at the point of connection in the right-of-way is approximately 6.5 feet below ground surface (bgs).

2.18 FURNISH AND INSTALL CONTROLLED DENSITY FILL (BID ITEM NO. 18)

A. Measurement

1. The work of this section will be measured by the number of cubic yards actually installed in accordance with the Specifications and/or as directed by the Owner.
2. Such applications for controlled density fill include backfill of abandoned onsite wastewater treatment systems when sufficient onsite soils are not available, support for utilities, and concrete encasement of pipe during sewer and water crossings.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per cubic yard as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to

furnish and place controlled density fill where required to complete the work in accordance with the Contract Documents.

2.19 ABANDON EXISTING ONSITE WASTEWATER TREATMENT SYSTEMS (BID ITEM NO. 19)

A. Measurement

1. The work of this section will be measured by the number of existing onsite wastewater treatment systems actually abandoned in place in accordance with the Specifications and/or as directed by the Engineer.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per Each as listed in the Bid Schedule. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. Work associated with the disconnection of onsite wastewater disposal systems and cesspools shall include cutting and capping existing pipe outlets from each residence to each individual unit, cutting and removal of pipe at locations to allow for the connection of new sewer lateral as necessary; removal and disposal of frames, covers, and top sections of septic tanks and/or structures; furnishing and installing demarcating orange snow fence, backfill with excess excavated common borrow from the installation of sanitary sewers on property; and/or backfill with common borrow.
3. Abandoned tanks, cesspools, and structures shall be filled in with excavated soils to the extent possible, which is incidental to this item. Where necessary, flowable controlled density fill shall be used which will be paid for under a separate bid item.
4. Pumping out septic tanks, cesspools, and other OWTS components and disposing of septage shall be paid for under a separate bid item.

2.20 FURNISH AND INSTALL TEMPORARY PAVEMENT TRENCH (BID ITEM NO. 20)

A. Measurement

1. The work of this section will be measured by the number of tons of bituminous concrete of the type specified, actually installed in accordance with the Specifications and/or as directed by the Engineer. Approved weight slips will be the basis for payment.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per ton as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. This item shall include installing a 2” hot mix asphalt temporary trench patch at the end of every work week to cover all backfilled trench surfaces. This work shall also include plating open excavations and trenches with plates of appropriate size to completely cover all openings at the end of every work day.
3. The work shall also include gravel borrow subbase, traffic control, pavement/concrete saw cutting, removal and disposal of pavement/concrete, and removal of excess soil.
4. This bid item shall include all necessary dust control measures to prevent dust from becoming a nuisance to residents and businesses. This shall include the application of water and calcium chloride to inhibit dust from trenches, stockpiles or any other exposed surfaces that may produce dust. Calcium chloride and water application shall be performed as necessary to prevent a dust nuisance and as required by the Engineer. The contractor shall at a minimum budget in this bid item the cost associated with daily application of calcium chloride and water to exposed trenches prior to application of temporary pavement.

2.21 FURNISH AND INSTALL PERMANANT PAVEMENT TRENCH (BID ITEM NO. 21)

A. Measurement

1. The work of this section will be measured by the number of tons of bituminous concrete of the type specified, actually installed in accordance with the Specifications and/or as directed by the Engineer. Approved weight slips will be the basis for payment.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per ton as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. This work shall also include raising or lowering of all castings, whether existing or installed as part of this project, to finish grade with either courses of brick and mortar or raising or lowering of valve boxes and covers. Installation of extensions on valve boxes shall not be allowed.
3. This work shall include costs associated with furnishing and installing new pavement markings to replace existing pavement markings removed during construction. Contractor shall verify where pavement markings are present prior to preparing their bid.
4. The work shall also include gravel borrow subbase, traffic control, pavement/concrete saw cutting, removal and disposal of pavement/concrete, and removal of excess soil.

2.22 REMOVE AND RESET CURBING (BID ITEM NO. 22)

A. Measurement

1. The work of this section will be measured by the number of linear feet of curbing that is actually removed and reset in accordance with the Specifications and/or as directed by the Engineer.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per linear foot as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. The work shall also include gravel borrow subbase, traffic control, pavement/concrete saw cutting, removal and disposal of pavement/concrete, and removal of excess soil.

2.23 REMOVAL AND REPLACEMENT OF TREES AND SHRUBS (BID ITEM NO. 23)

A. Measurement

1. The work of this section will be measured by the number of each trees and shrubs actually removed and replaced with new trees and shrubs of like kind, in accordance with the Specifications and/or as directed by the Engineer.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per each as listed in the Bid Schedule. The price so stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. Applying and obtaining necessary permits from the Town of Tiverton tree warden shall be included in the payment.
3. Those trees and shrubs not authorized to be removed by the homeowner shall not be removed and will not considered for payment.

2.24 OWNER'S ALLOWANCE – UNFORESEEN CONDITIONS (BID ITEM NO. 24)

A. Measurement

1. The Contractor shall be reimbursed for certain charges, authorized by the Engineer for work required to unavoidable conflicts, unforeseen conditions, and conditions previously unknown with making connections to the existing sewer collection system, as authorized by the Engineer and Owner.
2. The allowance price for these items established in the BID is an estimated figure to facilitate comparison of bids only. The actual amount to be paid under this item shall constitute full compensation for materials and equipment furnished to perform additional work, wages paid, premiums on Workman's Compensation Insurance, payment on account for Social Security and other direct assessments on payroll, as may be required, and all other costs incidental to the services rendered.
3. The allowance price for these items shall NOT include any costs associated with services rendered for routine utility markings, repair damages incurred as a result of the Contractor's operations, relocations or dismantling and reassembling of utilities done at the Contractor's request and/or convenience or other utility relocation specifically covered under any other bid item, or any other unauthorized services rendered by utility companies. The purpose of this item is strictly for the Contractor's reimbursement for those unforeseen services authorized by the Engineer prior to the work being performed.

B. Payment

1. The payment for this item shall be made from the allowance set for Bid Item No. 24.

2.25 ALLOWANCE – CONTAMINATED SOIL TIPPING FEE DISPOSAL (BID ITEM NO. 25)

A. Measurement

1. The Contractor shall be reimbursed for certain charges, authorized by the Engineer for work required to pay tipping fee to the applicable agency to dispose of contaminated material, as authorized by the Engineer, Hoffman Engineering and Owner.
2. The allowance price for these items established in the BID is an estimated figure to facilitate comparison of bids only. The actual amount to be paid under this item shall constitute full compensation for paying an approved facility to legally dispose of contaminated soils, as may be required, and all other costs incidental to the services rendered.
3. The allowance price for these items shall NOT include any costs associated with services rendered for routine utility markings, repair damages incurred as a result of the Contractor's operations, relocations or dismantling and reassembling of utilities done at the Contractor's request and/or convenience or other utility relocation specifically covered under any other bid item, or any other unauthorized services rendered by utility companies. The purpose of this item is strictly for the Contractor's reimbursement for paying tipping fees in order for contaminated soils to be legally disposed of.

B. Payment

1. The payment for this item shall be made from the allowance set for Bid Item No. 25.
2. Payment for excavation and handling of contaminated soil material, temporary stockpiling, stockpile management (including but not limited to perimeter erosion controls, stockpile covering, dust mitigation, etc.), waste characterization sampling and analysis, costs associated with obtaining acceptance for materials from appropriate licensed facilities (if required), and loading and hauling of material for disposal at appropriate licensed facilities shall be paid for Bid item No. 6.
3. Payment for excavation and handling of septage material, costs associated with obtaining acceptance for materials from appropriate licensed facilities (if required), and loading and hauling of material for disposal at appropriate licensed facilities shall be paid for Bid item No. 7.

2.26 FURNISH AND INSTALL PVC SDR35 6" GRAVITY SEWER, 0-5 FEET DEEP (BID ITEM NO. 26)

A. Measurement

1. The work of this section will be measured by the number of linear feet of new PVC SDR35 6” gravity sewer piping, between zero (0) and five (5) feet in depth, including bends and fittings, actually installed in accordance with the Specifications and/or as directed by the Engineer where the amount of new sewer lateral installation exceeds the scope described in Bid Item Nos. 8 through 17.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per linear foot as listed in the Bid Schedule. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. The work shall also include all necessary trench work, support of utilities, support of excavations, furnishing and installation of the sewer pipe, bends, and fittings, furnishing and installing required bedding material, backfilling with suitable common fill, furnishing and installing orange snow fence as required by the Engineer for demarcation between contaminated and clean soils, making connections between new and existing sewer at residential sewer services, furnishing and installing transitional couplings, pavement/concrete saw cutting, removing and disposing of pavement/concrete, and removing excess soil.
3. It shall include all backfill materials, unless paid for under a separate item.

2.27 FURNISH AND INSTALL PVC SDR35 6” GRAVITY SEWER, 5-12 FEET DEEP (BID ITEM NO. 27)

A. Measurement

1. The work of this section will be measured by the number of linear feet of new PVC SDR35 6” gravity sewer piping, between five (5) to twelve (12) feet in depth, including bends, actually installed in accordance with the Specifications and/or as directed by the Engineer where the amount of new sewer lateral installation exceeds the scope described in Bid Item Nos. 8 through 17.

B. Payment

1. The accepted quantity of the work in this section will be paid for at the contract unit price per linear foot as listed in the Bid Schedule. The price so-stated constitutes full and complete compensation for all labor, materials, and equipment and for all other incidentals required to finish the work, complete and accepted by the Engineer.
2. The work shall also include all necessary trench work, support of utilities, support of excavations, furnishing and installation of the sewer pipe, bends, and fittings, furnishing and installing required bedding material, backfilling with suitable common fill, furnishing and installing orange snow fence as required by the Engineer for demarcation between contaminated and clean soils, making connections between new and existing sewer at residential sewer services, furnishing and installing transitional couplings, pavement/concrete saw cutting, removing and disposing of pavement/concrete, and removing excess soil.
3. It shall include all backfill materials, unless paid for under a separate item.

PART 3 - EXECUTION

3.1 BID ITEMS

- A. Appurtenant items of work described in the Contract Documents and required to complete the work, but not listed separately under the various applicable bid items of work, are incidental and no separate payment will be made for such items. It shall be the responsibility of the Contractor to verify any missing or incomplete items.

3.2 MEASUREMENT

- A. The measurement of all quantities of items listed in the Bid Form shall be done by the Contractor. The measurement will include proper and complete documentation of all items to the satisfaction of the Owner and Engineer prior to the submission for payment. The measurement submitted shall be in the same unit description listed in the Bid Form.

3.3 PAYMENT

- A. Payments shall be made to the Contractor only after proper documentation of the unit quantity provided and in accordance with the contract terms and conditions regarding payment.
- B. Payment for bid items shall include full compensation for the complete installation of the complete product.

END OF SECTION

3.2 MEASUREMENT

- A. The measurement of all quantities of items listed in the Bid Form shall be done by the Contractor. The measurement will include proper and complete documentation of all items to the satisfaction of the Owner and Engineer prior to the submission for payment. The measurement submitted shall be in the same unit description listed in the Bid Form.

3.3 PAYMENT

- A. Payments shall be made to the Contractor only after proper documentation of the unit quantity provided and in accordance with the contract terms and conditions regarding payment.
- B. Payment for bid items shall include full compensation for the complete installation of the complete product.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- A. This Section specifies the general methods and requirements of submissions applicable to the following work-related submittals: Shop Drawings, Product Data, and other information as specified herein. Detailed submittal requirements will be specified in the technical specification sections.
- B. All submittals shall be clearly identified by reference to Specification Section, Paragraph, Drawing No. or Detail as applicable. Submittals shall be clear and legible and of sufficient size for sufficient presentation of data.

1.02 SCOPE OF WORK

- A. The Contractor shall submit shop drawings on all equipment and materials, structural details, piping layouts and all miscellaneous items to be incorporated into the Work. All shop drawings shall be submitted using the transmittal form furnished by the Engineer.
- B. Such drawings shall be project-specific and shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, etc., depending on the subject of the drawing. 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 the Contract.
- C. When so specified or if considered, in advance, by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive matter, illustrations, etc., may be submitted in place of shop drawings.
- D. The Contractor shall be responsible for the prompt and timely submittal of all shop drawings so that there shall be no delay to the Work due to the absence of such drawings. Prior to the submittal of any shop drawings, the Contractor shall submit a schedule of proposed shop drawing transmittals. The schedule shall identify the subject matter of each transmittal, the corresponding specification section number and the proposed date of submission. During the progress of the Work the schedule shall be revised and resubmitted as necessary.
- E. The Contractor shall review shop drawings and product data, including those by subcontractors, prior to submission to determine and verify the following:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with the Specifications
- F. No material or equipment shall be purchased or fabricated especially for the Contract until the required shop drawings have been submitted as hereinabove provided and approved for conformance to the Contract requirements. All such materials and equipment and the work involved in their installation or incorporation into the Work shall then be as shown in and represented by said drawings.
- G. Until the necessary approvals have been made, the Contractor shall not proceed with any portion of the Work (such as the construction of foundations), the design or details of which are dependent upon the design or details of work, materials, equipment or other features for which review is required.
- H. All shop drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop drawings from his subcontractors and returning reviewed drawings to them.
- I. If a shop drawing shows any deviation from the Contract requirements, the Contractor shall make specific mention of the deviations in the Transmittal Form furnished by the Engineer and provide a description of the deviations in a letter attached to the submittal.

- J. The review of shop drawings hereunder will be general only, and shall not relieve, diminish or alter in any respect the responsibilities of the Contractor under the Contract Documents and in particular, the specific responsibility of the Contractor for details of design and dimensions necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified thereunder.
- K. Should the Contractor submit equipment that requires modifications to the structures, piping, electrical conduit, wires and appurtenances, layout, etc., he shall also submit details of the proposed modifications. If such equipment and modifications are accepted, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications.

1.03 SHOP DRAWINGS AND PRODUCT DATA

- A. Shop drawings as specified in individual work Sections include, but are not necessarily limited to, custom-prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shopwork manufacturing instructions, custom templates, special wiring diagrams, coordination drawings, individual system or equipment inspection and test reports including performance curves and certifications, as applicable to the Work.

1.04 SUBMITTAL PROCEDURES

- A. Transmit all submittals with form provided by the Engineer. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.
- B. Sequentially number the transmittal forms. Resubmittals shall have original number with an alphabetic suffix.
- C. Identify Contract, Contractor, Subcontractor and/or Supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate. Clearly indicate model and options being proposed and strike out all non-relevant data. Identify the building, equipment or structure to which the drawing applies.
- D. All submittals must be cross-referenced to the Tag ID numbers indicated in the specifications.
- E. Only shop drawings that have been checked and corrected by the fabricator should be submitted to the Contractor by his subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall stamp and sign them certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- F. All technical submittals or calculations shall bear the stamp and signature of a Professional Engineer registered in the State of Rhode Island.
- G. Revise and resubmit submittals within 14 days. Identify all changes made since previous submittal.
- H. All shop drawings submitted by subcontractors for approval shall be sent directly to the Contractor for checking. The Contractor shall be responsible for their submission at the proper time so as to prevent delays in delivery of materials.
- I. The Contractor shall check all subcontractor's shop drawings to verify measurements, size of members, materials, and details to satisfy himself that they conform to the intent of the Specifications. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the Engineer for approval.

- J. All details on shop drawings submitted for approval shall show clearly the relation of the various parts to the main members and lines of the structure, and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before submitted for approval.
- K. Project work, materials, fabrication, and installation shall conform with approved shop drawings and product data.

1.05 SUBMITTALS REQUIRED

- A. Submittals should include:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number
 - 3. Contractor identification.
 - 4. The names of:
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - 5. Identification of the product, with the specification section number, page and paragraph(s).
 - 6. Field dimensions, clearly identified as such.
 - 7. Applicable standards, such as ASTM or Federal Specification numbers.
 - 8. Identification of deviations from Contract Documents.
 - 9. Identification of revisions on resubmittals.
 - 10. A blank space suitably sized for the Contractor and the Engineer stamps.

1.06 REVIEW OF SHOP DRAWINGS, AND PRODUCT DATA

- A. The review of shop drawings and data will be for general conformance with the design concept and Contract Documents. They shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials;
 - 3. as approving departures from details furnished by the Engineer, except as otherwise provided herein.
- B. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- C. If the shop drawings or data as submitted describe variations and show a departure from the Contract requirements which the Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in Contract Price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the Contractor with a code indicating whether or not the submittal was approved and whether or not it has to be resubmitted.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals, the Contractor shall direct the Engineers attention, by use of revision triangles or other clear, written notation, to revisions other than the corrections requested by the Engineer on previous submissions. Such revisions shall be so noted on the letter of transmittal and on the resubmitted shop drawings. All such revisions which are not clearly identified shall be made at the risk of the Contractor. The Contractor shall make corrections as may be required by the Engineer to all work done because of this type revision that is not in accordance with the Contract Documents.
- F. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the Contractor shall give written notice thereof to the Engineer at least seven working days prior to release for manufacture.

- G. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Engineer.

1.07 GENERAL PROCEDURES FOR SUBMITTALS

- A. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. No extension of time will be authorized because of the Contractor's failure to transmit submittals sufficiently in advance of the Work.

1.08 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A. If specifically required in other related Sections, submit a P.E. Certification for each item required, in the form attached to this Section, completely filled in and stamped.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01300 – SUBMITTALS

P.E. CERTIFICATION FORM

The undersigned hereby certifies that he/she is a professional engineer registered in the State of Rhode Island and that he/she has been employed by

_____ to design
(Name of Contractor)

(Insert P.E. Responsibilities)

in accordance with Section _____ for the

(Name of Project)

The undersigned further certifies that he/she has performed the design of the _____
_____, that said design is in conformance
Name of Project)

with all applicable local, state and federal codes, rules, and regulations, and that his/her signature and P.E. stamp have been affixed to all calculations and drawings used in, and resulting from, the design.

The undersigned hereby agrees to make all original design calculations available to the

(Insert Name of Owner)

or Owner's representative within seven days following written request therefor by the Owner.

P.E. Name

Contractor's Name

Signature

Signature

Address

Title

Address

SECTION 01400 - QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality Assurance and Control of Installation
- B. References
- C. Field samples
- D. Inspection and testing laboratory services
- E. Manufacturers' field services and reports

1.2 RELATED SECTIONS

- A. Section 01300 - Submittals
- B. Section 01600 - Material and Equipment

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 REFERENCES

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

1.5 FIELD SAMPLES

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

1.6 INSPECTION AND TESTING LABORATORY SERVICES

- A. The Contractor shall submit names of all the firms to be utilized for testing and analytical services for approval by the Engineer. No results or observations will be accepted unless performed by an approved testing firm.
- B. The testing firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Engineer.
- C. Reports will be submitted by the testing firm to the Engineer, in duplicate, indicating observations and results of tests, and compliance or non-compliance with Contract Documents.
- D. Cooperate with testing firm, furnish samples of materials, design mix, equipment, tools, storage, access, and assistance as requested.
 - 1. Notify Engineer and testing firm seven (7) days prior to expected time for operations requiring services.
 - 2. All costs associated with testing will be paid by the Contractor.
- E. Re-testing required due to non-conformance to specified requirements, shall be performed by the same testing firm per instructions by the Engineer. Payment for re-testing will be paid by the Contractor with no additional cost to the Owner.

1.7 MANUFACTURER'S FIELD SERVICES AND REPORTS

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

PART 2 PRODUCTS
NOT USED

PART 3 EXECUTION
NOT USED

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES

SECTION 01500 - TEMPORARY FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION:

- A. The Contractor shall provide all temporary facilities necessary for the proper completion of the work, as necessary and as specified.

1.02 CONTRACTOR'S AND ENGINEER'S FIELD OFFICE (NOT USED)

1.03 WATER FOR CONSTRUCTION PURPOSES

- A. The Contractor shall make arrangements with the public water utility to use available water supplies for construction purposes.
- B. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use. Hydrants shall only be operated under supervision of the water utility's personnel.
- C. The Contractor is required to meter all water use and the Contractor will be charged for this use. Contractor shall employ a backflow prevention device, approved by the public water utility, to prevent cross contamination.
- D. If a water ban is instituted, the Owner reserves the right to discontinue the Contractor's use of North Tiverton Fire District or City of Fall River water.

1.04 TEMPORARY HEAT (NOT USED)

1.05 TEMPORARY ELECTRICAL (NOT USED)

1.06 TEMPORARY FENCING (NOT USED)

1.07 PROJECT SIGN

- A. Provide project signage in accordance with the requirements of the funding source. At a minimum plan to provide one sign with the dimensions of 4 feet by 8 feet with the following wording: TWWD Bay Street Neighborhood Sewer Lateral Connections project. Funding received from RIDEM – Narragansett Bay & Watershed Restoration Fund, US EPA Clean Water Act Section 319 Nonpoint Source Program and the Rhode Island Infrastructure Bank Stormwater Project Accelerator.
- B. Project signage shall include agency logos. Coordinate with TWWD for logo sample.
- C. Remove sign and provide to TWWD once project is complete.

1.08 FIRE EXTINGUISHERS

- A. Provide portable UL-rated, Class A fire extinguishers for all temporary offices and similar spaces. In other locations, provide portable UL-rated Class ABC dry chemical extinguishers a combination of NEPA recommended Classes for the exposure. Comply with NEPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01510 - PROTECTION OF EXISTING FACILITIES

PART 1 GENERAL

1.01 DESCRIPTION

- A. The work in this section includes the protection of existing utilities, trees and plantings, and archaeological and paleontological finds, susceptible to effects from the construction operations.
- B. Related Work Described Elsewhere:
 - 1. General Specifications, 01000
 - 2. Miscellaneous and Special Project Requirements, 01100
 - 3. Temporary Facilities, 01500
 - 4. Restoration of Curb, Sidewalks and Vegetated Areas, 02530

1.02 CONTRACTOR SUBMITTALS TO ENGINEER

- A. Copies of correspondence with utilities impacted by construction.
- B. Copies of all correspondence with property owners affected by construction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall:
 - 1. Perform Work within right-of-way and easements in a systematic manner that minimizes inconvenience to property owners and the public.
 - 2. Not cut off any residence or business from vehicular traffic for a period exceeding 1 hour unless special arrangements have been made.
 - 3. Maintain in continuous service all existing oil and gas pipelines; underground power, telephone or communication cable; water mains; irrigation lines; sewers; poles and overhead power; and all other utilities encountered along the line of work, unless other arrangements satisfactory to owners of said utilities have been made.
 - 4. Coordinate all activities with owner of said utility and perform all work to their satisfaction where completion of Work requires temporary or permanent removal and/or relocation of an existing utility.
 - 5. Protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
 - 6. Keep fire hydrants and water control valves free from obstruction and available for use at all times.
 - 7. In areas where Contractor's operations are adjacent to or near a utility such as gas, telephone, television, electric power, water, sewer, or irrigation system and such operations may cause damage or inconvenience, suspend operations until arrangements necessary for protection thereof have been made by Contractor.
 - 8. Notify property owners and utility owners or agencies that may be affected by construction operations at least 2 days in advance. Before exposing a utility, the Contractor shall obtain the utility owner's permission. Should service of utility be interrupted due to the Contractor's operation, the Contractor shall notify the proper authority immediately. He shall cooperate with said authority in restoring service as promptly as possible and bear costs incurred.

9. Not impair operation of existing sewer systems, and shall prevent construction material, pavement, concrete, earth, volatile and corrosive wastes, and other debris from entering sewers, pump stations, or other sewer structures.
 10. Maintain site drainage at all times.
- B. For all trees and plantings the Contractor shall:
1. Protect from damage and preserve trees, shrubs, and other plants outside the limits of the Work.
 2. Conduct sidewalk work in accordance with Section 02530.
 3. The Contractor shall:
 - a. Employ hand excavation as necessary to prevent tree injury.
 - b. Not stockpile materials or permit traffic within drip lines of trees.
 - c. Provide and maintain temporary barricades around trees.
 - d. Water vegetation as necessary to maintain health.
 - e. Cover temporarily exposed roots with wet burlap, and keep the burlap moist until soil is replaced around the roots.
 - f. Not remove trees, except those specified to be removed.
 - g. Dispose of removed trees in a legal manner off the site.
 - h. Not burn trees or waste materials.
 4. Replace each plant that was to remain but dies as a result of construction activities.
- C. Existing Structures: Where Contractor contemplates removal of small structures such as mailboxes, signposts, and culverts that interfere with the Contractor's operations, he shall obtain approval of the property owner. Replace those removed in a condition equal to or better than original.
- D. Waterways: Keep ditches, culverts, and natural drainages continuously free of construction materials and debris.

END OF SECTION

SECTION 01570 – TRAFFIC REGULATION

SECTION 01570 - TRAFFIC REGULATION

PART 1 - GENERAL

1.01 SCOPE

- A. This Section specifies the general requirements for traffic regulation, minimum performance criteria for maintenance and protection of traffic, road closures, and coordination with other parties for the duration of the Work.
- B. The Contractor shall be responsible for the maintenance and protection of traffic on public roadways impacted by its operations for the duration of the Work. The Contractor shall bear all costs for designing, furnishing, and maintaining traffic control facilities for the duration of the work.
- C. The Contractor shall obtain permission from Town of Tiverton and/or City of Fall River to temporarily close lanes and for other temporary traffic control measures required in performing the Work.
- D. The Contractor shall coordinate its traffic control facilities with the schedule restrictions and construction operations of other parties as specified herein and specified by Section 01010 and Section 01100.
- E. Related work described elsewhere:
 - 1. General Specifications, Section 01000
 - 2. Summary of Work, Section 01010
 - 3. Permits and Regulatory Requirements, Section 01060
 - 4. Miscellaneous and Special Project Requirements, Section 01100
 - 5. Temporary Facilities, 01500

1.02 REFERENCE STANDARDS

- A. Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition.
- B. Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction.

PART 2 – PRODUCTS

2.01 TRAFFIC DEVICES AND MARKINGS

- A. Traffic devices and markings shall conform to Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction Divisions I & III and the FHWA Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

2.02 TRAFFIC CONTROL FACILITIES

- A. Temporary traffic control equipment shall be furnished by the Contractor at the start of construction, adjusted as needed throughout the course of the Work and removed or restored at the completion of the Work and shall include, but shall not be limited to traffic barriers, channelizing devices, signage, re-striping, work zone warnings and flashing arrow boards.
- B. The Contractor shall restore all public highways and traffic control devices to a condition equal to, or better than that that existed prior to the Work.

PART 3 – EXECUTION

3.01 MAINTENANCE OF TRAFFIC AND TRAFFIC CONTROL DEVICES

SECTION 01570 – TRAFFIC REGULATION

- A. The Contractor shall not close any roads or rights-of-way without prior permission from the Rhode Island Department of Transportation and/or the Town of Tiverton or City of Fall River as applicable. The Contractor shall maintain existing traffic flows to all areas adjacent to the work areas. The Contractor shall not close or obstruct any portion of a street, road, or private way that shall be rendered unsafe by the Contractor's operations. Instead, the Contractor shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities.
 - B. Streets, roads, private ways, and walks not closed, shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for adequacy and safety of provisions made therefore.
 - C. The Contractor shall, as least seven (7) days in advance, notify the Engineer in writing if the closure of a street or road is necessary and at least two (2) days in advance, notify the Police and Fire Department in writing, with a copy to the Engineer. The Contractor shall cooperate with the Police Department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.
 - D. Throughout the duration of the Work, the Contractor shall maintain all temporary and permanent traffic control facilities, signs, barricades and other protective devices in a sturdy, clean, and legible condition. The Contractor shall cover or remove signs not in use. Maintenance of devices will include repairing; adjusting; washing; repainting, and the re-application of reflective sheeting.
 - E. Care shall be exercised such that weeds, shrubbery, and construction materials, equipment, and spoils do not obscure the message of any sign, light, or barricade.
 - F. No defective and/or damaged devices shall be installed. Devices showing defects or damage shall be either repaired or removed and replaced at no additional cost to the Owner.
 - G. Any and all costs, including Owner and Engineers costs, of fines levied for violation of any permit requirements which are a direct result of Contractor's performance or non-compliance with issues permits or applicable regulations shall be paid by Contractor at no cost to the Owner.
- 3.02 MAINTENANCE AND PROTECTION OF TRAFFIC (MPOT) PLAN (NOT USED)
- 3.03 PARKING
- A. The Contractor shall be responsible for managing employee parking throughout the duration of the Contract. The Contractor shall secure and establish parking at work site in a legal and safe manner that does not adversely affect traffic flows on public roads.
 - B. The Contractor is responsible for all cost associated with no parking postings.
- 3.04 ROAD MAINTENANCE AND SITE ACCESS
- A. Contractor shall establish entrances and exits to the site that conform to the Maintenance of Traffic Plans and are approved by the Engineer.
 - B. The Contractor shall retain the services of a street sweeper to remove all muck and dust tracked onto Public roadways due to its operations. Sweeping shall be conducted to the satisfaction of the Engineer in accordance with Section 01500.
- 3.05 SEQUENCE OF CONSTRUCTION (NOT USED)

END OF SECTION

SECTION 01650 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Closeout procedures.
 - 2. Final cleaning.
 - 3. Adjusting.
 - 4. Project as-built documents.
 - 5. Spare parts and maintenance materials
- B. Contract closeout shall verify that construction work is complete and in conformance with the plans and specifications, and shall permit the formal contract documentation to be completed.

1.02 DEFINITION

- A. Contract Closeout is a planned series of activities that shall verify the completed construction and installation work for the Contract.
- B. The Contract Closeout will be comprised of the following components:
 - 1. Checkout and Certifications
 - 2. Start-up
 - 3. Substantial Completion
 - 4. Final Completion
 - 5. Guarantee Period

1.03 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certification the following tasks must be completed:
 - 1. The construction must be complete. For this purpose, completion of construction shall be defined in accordance with the following guidelines:
 - a. The Contractor has completed the construction and erection of the Work in conformance to the specifications.
 - b. The Contractor has installed and adjusted operating products, equipment, systems, or facilities, as applicable, as specified by the erection, installation, or operations and maintenance instructions of the manufacturer.
 - 2. All shop drawings must have final approval.

1.04 SUBSTANTIAL COMPLETION:

- A. A date for Substantial Completion will be identified in Notice to Proceed. Contractor shall submit request for Engineer to certify Substantial Completion has been met once all sewer lateral connections have been completed.

1.05 FINAL COMPLETION

- A. Prior to final completion, the following tasks must be completed:
 - 1. All items in the punch list must be completed.
 - 2. The Contract closeout documentation must be submitted to and approved by the Engineer.

1.06 GUARANTEE PERIOD

- A. During the guarantee period as defined in General Conditions, the Contractor shall correct all deficiencies.
- B. Corrective work will be identified by the Engineer. The Contractor will be notified of the item(s) requiring corrective work.
- C. The Contractor shall begin work on all corrective work within 72 hours of being notified of the deficiency by the Engineer and will then work continuously until the deficiency is corrected. Upon completion of the corrective work, the contractor shall submit a letter report to the Engineer detailing a description of the deficiency and the corrective action that was taken. If the Contractor does not begin work within 72 hours of being notified, or does not then work continuously to correct the work, the Owner may have the work completed by others and have all costs deducted from money that would otherwise be due to the Contractor.
- D. The Contractor will coordinate all corrective work with the Engineer and the Owner.

1.07 RECORD DOCUMENTS

- A. Contractor shall prepare a sewer tie card for each sewer lateral connection within 30 days of completing installation. The sewer tie card shall identify the alignment of sewer, location of bends and fittings, and depth of sewer below grade at multiple locations along its alignment.

1.08 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.
- B. Accompany Engineer and Owner in inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform with Contract Documents. Punch list items will include work items that are missing, incomplete, damages, not the correct item, or improperly installed or constructed. The Contractor shall correct the punch list items by re-work, modification, or replacement, as appropriate, until the items do conform to the Contract Documents. The punch list shall be produced and maintained by the Contractor, with copies to the Engineer and Owner.
- C. Provide submittals to Engineer that are required by governing or other authorities.
- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims, Affidavit of Payment of Debts and Claims, and remaining releases, waivers, guarantees, and all data required by the Contract Documents.

1.08 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:
1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise directed by the Engineer.
 3. Grade site to provide drainage flow to an approved catch basin or drainage system.

PART 2 – PRODUCTS (Not Used)

PART 3 - EXECUTION (NOT USED)

END OF SECTION