

CITY OF EAST PROVIDENCE WATER MAIN CLEANING AND LINING PHASE V RFP EP23/24-26

ADDENDUM # 4

BID OPENING THURSDAY JUNE 20, 2024 AT 2:00 PM

The following revisions, clarifications, additions and/or deletions, are hereby made a part of the Bid Documents for the City of East Providence's Water Main Cleaning and Lining project, RFP EP23/24-26.

Bidders are made aware that some of the work shown on the Drawings will be considered Additive-Alternate work and is not included in the unit quantities provided on the Bid Form. Drawings have been revised to identify Additive-Alternate work and a revised Bid Form is provided in this addendum to reflect the change in unit quantities. The City will consider performing some of this work under this contract at the unit prices provided by Bidders, if project budget allows.

Specifications:

- 1. Bid Form shall be **DELETED** in its entirety and **REPLACED** with revised Bid Form provided as Attachment 1.
- 2. Section 01025 shall be **DELETED** in its entirety and **REPLACED** with revised Section 01025 provided as Attachment 2.
- 3. Section 01400 shall be **DELETED** in its entirety and **REPLACED** with revised Section 01400 provided as Attachment 3.

Drawings:

- 1. Drawing C2.1 (Sheet 5) shall be **DELETED** and **REPLACED** with revised Drawing C2.1 provided as Attachment 4.
- 2. Drawing C2.2 (Sheet 6) shall be **DELETED** and **REPLACED** with revised Drawing C2.2 provided as Attachment 5.
- 3. Drawing C2.3 (Sheet 7) shall be **DELETED** and **REPLACED** with revised Drawing C2.3 provided as Attachment 6.
- 4. Drawing C3.8 (Sheet 16) shall be **DELETED** and **REPLACED** with revised Drawing C3.8 provided as Attachment 7.

- 5. Drawing C3.9 (Sheet 17) shall be **DELETED** and **REPLACED** with revised Drawing C3.9 provided as Attachment 8.
- 6. Drawing C3.10 (Sheet 18) shall be **DELETED** and **REPLACED** with revised Drawing C3.10 provided as Attachment 9.

Below are clarifications to questions submitted by prospective bidders that are not addressed in previous addenda.

1. What is the extent of the required Hurricane Preparedness Plan called for in SS-01000-14?

Contractor will be required to identify their procedures to safeguard the construction site and protect material, equipment, and personnel in the event a hurricane or other major storm of similar magnitude is forecast.

 Is the Contractor Quality Control Plan spelled out in SS-01400 required? A program of this detail is not typical. It adds significant cost to the project. The requirements for quality control described in SS-01010 (3.4) Description of Work – Quality Control is more typical for every water main rehabilitation project. Please confirm.

Specification 01400 has been revised by this addendum.

3. For concrete road base replacement, is the asphalt base and wearing courses placed over the concrete base paid for in the Concrete Base – State Roads Item #59, or separately in Item #57?

Bituminous pavement asphalt over concrete road base is paid for separately from the concrete. The quantity of concrete road base restored shall be paid for under Bid Item No. 59. Bituminous pavement over concrete road base shall be paid for under Bid Item No. 57.

4. In SS-02644 Page 5, Item 4.2 Payment for Fire Hydrant Assembly – is only the hydrant and its tie rods, anchoring, and connection devices including in the pay item? This "assembly" does not include the pipe, valve, tee, and couplings? These are paid in their appropriate items?

That is correct, the fire hydrant assembly refers to furnishing and installing the hydrant barrel and standpipe, tie rods, jointing material, anchoring, accessories, connections, and all incidentals needed to complete each hydrant installation. Payment for 6-inch hydrant lead piping, fittings, and valves located in and around the hydrant work shall be under those separate designated pay items.

5. If diameters of the existing cast iron will not allow for the use of solid sleeves, and couplings needed, will they also paid for in Item #25, Fittings by Weight?

Yes, couplings will be payable under Bid Item #25.

6. Bid Items #26, #27, & #28 refer to 6-inch, 8-inch, and 12-inch tapping sleeve and valve. Is that for the branch pipe, or the main line pipe being tapped?

The size indicated for the payment item refers to the main line being tapped.

7. Typically, Item #53, concrete sidewalk repair is paid for in square yards. This unit is in cubic yards. Is this intentional? Please clarify.

The unit for measurement and payment for this item will remain cubic yards as indicated in SS-03310-5 (3.3).

8. Trench width payment: Sheet C5.2 shows 6-inch pipe at 2.5 ft. For cleaning and lining access pits, the Contractor needs a minimum dimension of 6' for a shoring box. Will actual pit plan dimensions be measured for payment for asphalt and concrete base replacement at access pits?

Actual limits for trenches and excavations will be measured for payment. Trench width and excavation limits shall be agreed to by Owner's Representative. Note Specification 02211 Earthwork, Section 3.3 states that no excessive trench widths to limit the use of trench shoring will be allowed.

9. Also, SS-02513-2 paragraph 3.1.13 says cut back to perform permanent pavement. This will conflict with a 2.5 ft pay limit.

A one foot cut back at excavations and trenches is required. Limits of temporary and permanent pavement restoration will be based on the actual dimensions measured in the field where excavation limits have been agreed to and verified by Owner's Representative.

10. SS-1025-4.1.6.A – Partial Payments - There shall be no partial payments for products delivered but not installed. Does this include payment for purchase of materials for materials stored prior to installation?

Section 01025 Measurement and Payment has been revised to allow Contractor to request partial payment for stored materials. Refer to Attachment 2 of this Addendum.

11. How does the Contractor get paid for DIP associated with valve installations in lining pits?

Valves will be paid "per each" using Bid Item Nos. 30 - 35, and ductile iron pipe will be paid by the linear foot installed using Bid Item Nos. 19 – 24.

12. How does the Contractor get paid for DIP on valves on a thirty-foot main installation?

Valves will be paid "per each" using Bid Item Nos. 30 - 35, and ductile iron pipe will be paid by the linear foot installed using Bid Item Nos. 19 – 24.

13. Does the hydrant bid item include the tee, valve, DIP and hydrant or does the Contractor get paid for each item used for the hydrant installation separately?

Refer to response to Question No. 4.

14. Please confirm if there is a DBE requirement on top of 10% MBE and 10% WBE. If so, please confirm the amount.

Bidders shall comply with the Disadvantaged Business Enterprise (DBE) Program requirements stipulated in the Contract Documents to meet State Revolving Fund requirements. Bidders shall also comply with the City's MBE/WBE participation requirements.

15. Please clarify if BABA is a project requirement, as the bid documents conflict.

The City has requested a waiver from Build America Buy America Act requirements but has not received approval of this waiver. Bidders should base their bid prices on needing to meet BABA requirements.

16. As the specifications conflict, please confirm if fitting accessories are to be black, galvanized, or stainless steel.

The City will accept stainless steel or fluoropolymer coated accessories, such as Fluorokote #1 or approved equal.

17. Please identify the location of Item #41 - Furnish and Install $\frac{3}{4}$ " Curb Stops - 500 EA. We cannot identify the locations to justify the quantity.

Curb stops requiring replacement are listed in Section 02650 of the Contract Documents.

Attachments:

- 1. Bid Form (revised by Addendum No. 4)
- 2. Section 01025 (revised by Addendum No. 4)
- 3. Section 01400 (revised by Addendum No. 4)
- 4. Drawing C2.1 (revised by Addendum No. 4)
- 5. Drawing C2.2 (revised by Addendum No. 4)
- 6. Drawing C2.3 (revised by Addendum No. 4)
- 7. Drawing C3.8 (revised by Addendum No. 4)
- 8. Drawing C3.9 (revised by Addendum No. 4)
- 9. Drawing C3.10 (revised by Addendum No. 4)



CITY OF EAST PROVIDENCE CLEANING AND LINING PHASE V WATER SYSTEM UPGRADES BID FORM REQUEST FOR PROPOSAL RFP# EP23/24-26 BID OPENING THURSDAY, JUNE 20, 2024 at 2:00 PM

The undersigned bidder, being familiar with local conditions affecting the cost of the work, hereby proposes to provide all necessary labor, materials, equipment and incidental items necessary to do all the work called for in the Specifications and in accordance with the Contract Documents.

A mandatory pre-bid conference was held on Tuesday, May 7, 2024 at City Hall, 145 Taunton Avenue, East Providence, Conference Room 306 at 10:00 AM. Questions on the bid are due by Friday, May 31, 2024 at 4:00 PM.

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

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

Bidder acknowledges receipt of the following addendum:

At the time of the opening of bids, the bidder shall have inspected the sites of the work to familiarize himself with the conditions relating to the work under the contract.

No Bidder may withdraw their Bid within sixty (60) days following the closing time for receipt of Bids.

Bidder hereby agrees to begin work within ten (10) days after the date of the NOTICE TO PROCEED, unless otherwise specified or permitted by the CITY, and shall complete the work under the provisions of the Contract within 60 calendar days.

The undersigned bidder submits herewith Bid Security in the form of a Bid Bond or a Certified Check, in favor of the City of East Providence, in the amount not less than five (5) percent of the total amount bid in dollars, and agrees and consents that, if he is the successful bidder, the Bid Security shall be forfeited to the City of East Providence as liquidated damages, if the required Contract and Surety Bond are not executed within ten (10) days from the date of the NOTICE OF AWARD.

<u>LIQUIDATED DAMAGES</u> will be assessed at the rate of \$500.00 per day for each day beyond the contract length herein stipulated.

The undersigned bidder further agrees to pay the premiums for the Surety Bond (Performance, Labor and Materials Payment Bonds) for which said premiums are to be included in the Bid Price.

BIDDING FIRM:	
NUMBER & STREET:	
CITY/STATE/ZIP:	
SIGNATURE:	
TITLE:	
DATE:	
TELEPHONE NO.:	

Being a Corporation, incorporated under the laws of the State of

> (Partnership) (Individual)

Composed of officers, partners or owner as follows:

(President, Owner, Partner)

(Corporate Seal)

BID FORM

Bid tem	Description	Quantity	Unit Bid Price	Unit	Total Cost	Total Price in Words
	NOTE: THE UNIT	PRICE FOR EACH	ITEM MUST BE WRITTEN IN W	ORDS AND FIGU	RES. IN CASE OF DISCREPANCY, THE AMO	OUNT SHOWN IN WORDS WILL GOVERN.
1	Mobilization/Demobilization	1		%		
2	Test Pits	50		EACH		
3	Rock Removal	50		CY		
4	Crushed Processed Gravel	500		CY		
5	Permanent Timber Sheeting	300		SF		
6	Remove Obstruction	5		EACH		
7	Clean Existing 6" Cast Iron Main	24,000		LF		
8	Clean Existing 8" Cast Iron Main	20,000		LF		
9	Clean Existing 12" Cast Iron Main	4,500		LF		
10	Clean Existing 16" Cast Iron Main	200		LF		
11	Cement Mortar Lining Existing 6" Cast Iron Main	24,000		LF		
12	Cement Mortar Lining Existing 8" Cast Iron Main	20,000		LF		
13	Cement Mortar Lining Existing 12" Cast Iron Main	4,500		LF		
14	Cement Mortar Lining Existing 16" Cast Iron Main	200		LF		
15	CCTV Inspect 6" Cast Iron Main	24,000		LF		
16	CCTV Inspect 8" Cast Iron Main	20,000		LF		
17	CCTV Inspect 12" Cast Iron Main	4,500		LF		
18	CCTV Inspect 16" Cast Iron Main	200		LF		

BID FORM

	AST PROVIDENCE CLEANING AND LINING PROJECT PHASE V (CL-V)							
Item	Description	Quantity	Unit Bid Price	Unit	Total Cost	Total Price in Words		
NOTE: THE UNIT PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.								
19	Furnish & Install 4" Ductile Iron Pipe	100		LF				
20	Furnish & Install 6" Ductile Iron Pipe	6,200		LF				
21	Furnish & Install 8" Ductile Iron Pipe	10,000		LF				
22	Furnish & Install 10" Ductile Iron Pipe	400		LF				
23	Furnish & Install 12" Ductile Iron Pipe	1,300		LF				
24	Furnish & Install 16" Ductile Iron Pipe	500		LF				
25	Furnish & Install Ductile Iron Fittings with Thrust Restraint	120,000		LBS				
26	Furnish & Install 6" Tapping Sleeve and Valve	1		EACH				
27	Furnish & Install 8" Tapping Sleeve and Valve	1		EACH				
28	Furnish & Install 12" Tapping Sleeve and Valve	1		EACH				
29	Furnish & Install 2" Ball Valve and Valve Box	2		EACH				
30	Furnish & Install 4" Gate Valve and Valve Box	2		EACH				
31	Furnish & Install 6" Gate Valve and Valve Box	250		EACH				
32	Furnish & Install 8" Gate Valve and Valve Box	180		EACH				
33	Furnish & Install 10" Gate Valve and Valve Box	2		EACH				
34	Furnish & Install 12" Gate Valve and Valve Box	70		EACH				
35	Furnish & Install 16" Butterfly Valves	4		EACH				
36	Furnish & Install Fire Hydrant Assembly	75		EACH				

BID FORM

	AST PROVIDENCE CLEANING AND LINING PROJECT PHASE V (CL-V) Addendum Bid							
Item	Description	Quantity	Unit Bid Price	Unit	Total Cost	Total Price in Words		
NOTE: THE UNIT PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.								
37	Reset Existing Fire Hydrant	40		EACH				
38	Replace Lead Service Lines	15		EACH				
39	Furnish & Install 3/4" Copper Service	3,000		LF				
40	Furnish & Install 3/4" Corporation Stop	100		EACH				
41	Furnish & Install 3/4" Curb Stop and Box	500		EACH				
42	Furnish & Install 1" Copper Service	1,200		LF				
43	Furnish & Install 1" Corporation Stop	50		EACH				
44	Furnish & Install 1" Curb Stop and Box	60		EACH				
45	Furnish & Install 2" Copper Service	650		LF				
46	Furnish & Install 2" Corporation Stop	12		EACH				
47	Furnish & Install 2" Curb Stop and Box	12		EACH				
48	Furnish & Install 2" Blow-Off Assembly and Road Box	5		EACH				
49	Furnish & Install 2" Bypass Pipe	80,000		LF				
50	Furnish & Install 4" Bypass Pipe	45,000		LF				
51	Furnish & Install 6" Bypass Pipe	500		LF				
52	Furnish & Install 2" Bypass Feed	5		EACH				
53	Temporary Fire Service Connection (2" - 4")	5		EACH				
54	Temporary Fire Service Connection (6")	16		EACH				

BID FORM

EAST P	Addendum No. 4 - June 12, 2024						
Bid Item	Description	Quantity	Unit Bid Price	Unit	Total Cost	Total Price in Words	
NOTE: THE UNIT PRICE FOR EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.							
55	Temporary Fire Service Connection (8" service)	2		EACH			
56	Temporary Pavement, Hot Mix - 2" Thick	14,500		SY			
57	Permanent Pavement / Bituminous Asphalt (>3" to = 6" Thick)</td <td>4,250</td> <td></td> <td>TON</td> <td></td> <td></td>	4,250		TON			
58	Remove and Replace Existing Concrete Sidewalk	200		CY			
59	Concrete Road Base - State Roads	1,200		SY			
60	1-1/2" Mill and Overlay	100,000		SY			
61	Temporary and Permanent Repair of Traffic Control Loops	20		EACH			
62	Mechanical Full Size Street Sweeping	200		HRS			
63	Remove and Dispose Abandoned Road Box	10		EACH			
64	Adjust Castings to Grade	10		EACH			
65	Infrared Pavement Repair	200		SY			
66	Traffic Control - East Providence Police Detail	1	\$ 350,000.00	ALLOW	\$ 350,000.00	Three Hundred Thousand Dollars and Zero Cents	
67	Loam and Seed Restoration	500		SY			
68	Support of Existing Utilities Allowance	1	\$ 25,000.00	ALLOW	\$ 25,000.00	Twenty Five Thousand Dollars and Zero Cents	
			Total Bid Price in	Figures:			
			Total Bid Price in				

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 EXTENT OF WORK

- A. Measurement. The quantities to be measured under the various items in the Bid Form 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 Contract Documents.

1.2 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 on the Bid Form 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 on the Bid Form and no separate payment will be made thereof.
- C. Earth Excavation. Payment for earth excavation to the depths indicated on the Drawings or authorized by Owner for the construction of all structures, foundations, pipes, and appurtenances, including disposal of the excavated materials in fills, backfills, embankments, designated stockpiles, or as spoil as approved by Owner, is included in the prices for the various items of work on the Bid Form and no separate payment will be made thereof.
- D. Boulder Excavation. Payment for boulder excavation less than 1 cubic yard in size, including furnishing and installing appropriate backfill material, is included in the various items of work on the Bid Form and no separate payment will be made thereof.
- E. Filling, Backfilling, Embankment, and Disposal of Surplus Materials. Payment for filling, backfilling for all structures, foundations, underground electric conduits and pipes, including appurtenances, construction of embankments, and disposal of surplus material is included in the prices for the various items of work on the Bid Form and no separate payment will be made thereof, unless otherwise indicated.
- F. Sheeting, Shoring and Bracing. Payment for all necessary sheeting, shoring and bracing is included in the prices for the various items on the Bid Form and no separate payment shall be made thereof, unless otherwise indicated (e.g., permanent sheeting).
- G. 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 on the Bid Form and no separate payment will be made thereof.
- H. Preparation of Site. Payment for preparation of site is included in the Lump Sum Price for

Bid Item 1 – Mobilization and Demobilization on the Bid Form and no separate payment will be made thereof. Preparation of site includes setting up construction plant(s), offices, shops, storage areas, sanitary and other facilities required by the specifications or Federal, State, and Local law or regulations; grading (including furnishing and installing fill material and removal and disposal of excess material) and rock removal at the site for all temporary facilities required as part of construction; 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; cleaning up, and all other work regardless of its nature which may not be specifically referred to on the Bid Form but is necessary for the complete construction of the project set forth by the contract.

- I. Bonds. Payment for bonds required by the contract is included in the prices bid for the various items of work on the Bid Form and no separate payment will be made thereof.
- J. Certifications. Payment for testing and certifications performed to ensure materials comply with the requirements of these Contract Documents shall not be paid for separately and are incidental to the individual items of work listed on the Bid Form.
- K. Environmental Protection. Payment for work under this Section is included in the prices for the various Items on the Bid Form and no separate payment will be made thereof.
- J. Signage. Payment for all signage required for this project is included in the prices for the various Items on the Bid Form and no separate payment will be made thereof.
- K. Pavement Removal. Payment for bituminous concrete pavement excavation and disposal is included in the prices for the various Items on the Bid Form and no separate payment will be made thereof.
- L. 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.
- M. 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.
- N. No separate payment will be made for work or items associated with Division 1 General Requirements. Contractor shall incorporate the cost for these items into the Bid Items listed on the Bid Form.
- O. No separate payment shall be made for costs associated with Professional Engineer(s), licensed in the State of Rhode Island, performing all design calculations, which shall be sealed and signed by said Professional Engineer(s). The Contractor is called to the attention that individual sections of these contract documents indicate when design calculations are required. Design calculations performed, sealed and stamped by a Professional Engineer licensed in the State of Rhode Island is included in the prices for the various Items on the Bid Form and no separate payment will be made thereof
- P. Hydrostatic/Bacteriological/VOC Testing. Payment for work under this Section is included in the prices for the various Items on the Bid Form and no separate payment will be made thereof. This shall include, but is not limited to, furnishing and installing required corporations, valves, tubing, piping, fittings and any other incidentals required to

successfully perform all required testing. The City makes no guarantee as to the availability of adequate pressures to perform required testing, it shall be the contractor's responsibility to provide and operate all necessary pumping equipment for all testing purposes. Any other incidentals required to perform testing, including laboratory fees, shall not be paid for separately.

- Q. Contractor will be reimbursed for costs associated with support of existing utilities the actual paid invoiced amount from the Utility Company in question, or direct labor and materials costs incurred by the Contractor, as approved by Owner with relation to supporting existing utilities as required to permit installation of new water service. Reimbursement for costs incurred to support existing utilities will be from the Allowance established in the bid.
- R. Traffic control details shall be paid from the Allowance for the total number of manhours of uniformed traffic control as furnished by the East Providence Police Department for the purposes of directing traffic, inclusive of administrative costs. Abnormal and unreasonable expenses incurred by the Owner may be charged against the amount owed to the Contractor under this contract and are detailed as follows:
 - a. Contractor caused delays in the prosecution of work that result in hiring traffic police for more hours than would have been required during normal prosecution of work.
 - b. Reconstruction and/or reinstallation of any portions of the work, as a result of improper initial installation, for which traffic police is required.
 - c. Traffic police required at a site where the Contractor is not working or outside of the Contractor's standard workday as a result of obstructions to traffic that remain in the traveled way.
 - d. All other incidents resulting from the Contractor's operations requiring traffic police that would not normally be encountered during the progress of a well-organized project employing proper construction methods.
 - e. <u>The City shall pay East Providence police details directly. Contractor shall</u> provide flaggers in the event police detail is unavailable, the cost of which will <u>be paid using the Allowance item.</u> [Addendum No. 2]

1.3 BID ITEMS

- A. Appurtenant items of work 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 proposer 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. There is no guarantee of any minimum or maximum quantity for any bid item. Standards of the industry (e.g. renegotiation of the bid price due to a 25% increase or decrease in the unit quantity of the bid item) shall not be enforceable under this contract. Renegotiation of bid prices is solely at the discretion of the Owner.

1.4 MEASUREMENT

- A. The measurement of all quantities of items listed on 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 prior to the submission for payment. The measurement submitted shall be in the same unit description listed on the Bid Form.
- B. Method of measurement shall be as so specified in the applicable technical specifications.

1.5 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 as defined by these specifications. No payment shall be made for work beyond these limits unless the work has been authorized by the Owner in writing.
- D. Basis of payment shall as so specified in the applicable technical specifications.

1.6 PARTIAL PAYMENT FOR PRODUCTS

- A. There shall be no partial payment for products delivered but not completely installed.
- A. Contractor may request partial payment for Products (supplies, material and/or equipment) which are delivered and stored off-site. The request may only be made when submitting 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 sub-section and the Agreement. Any payments approved pursuant to this sub-section 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. 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.
- <u>C.</u> 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 these specifications and all other requirements necessary to preserve equipment warranties for the benefit of the Owner.

- D. All costs associated with delivery to and storage of equipment or material at an offsite facility shall be assumed by the Contractor notwithstanding the Contractor's request for, and obtaining approval of the Owner 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 the Owner, 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 the 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. [Addendum No. 4]

1.7 EXTRA WORK

A. Extra work, if any, shall be performed and paid for in accordance with the Contract Agreement.

END OF SECTION

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

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 30 days in advance of required observations. Observer used shall be 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, start-up 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 30 days of observation.

- PART 2 PRODUCTS (Not Used)
- PART 3 EXECUTION (Not Used)

END OF SECTION











