

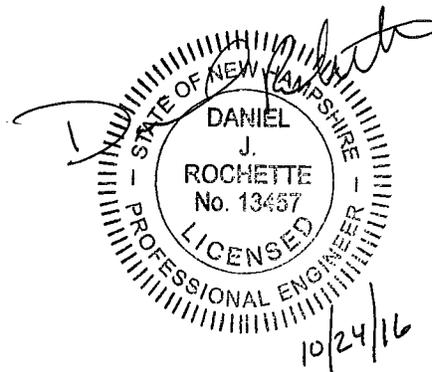
STEPHENSON MEMORIAL LIBRARY

TOWN OF GREENFIELD,
NEW HAMPSHIRE

REQUEST FOR BIDS

FOUNDATION DRAIN AND
WATERPROOFING IMPROVEMENTS

October 21, 2016



Stephenson Memorial Library, New Hampshire
761 Forest Road
Greenfield, NH 03047

A. REQUEST FOR PROPOSALS/BIDS

The Stephenson Memorial Library, located in Greenfield, New Hampshire is requesting proposals/bids for **Foundation Drain and Waterproofing Improvements** at its location on Route 31 (Forest Road) in Greenfield.

All bidders are required to schedule a site visit to determine existing conditions and obtain all pertinent dimensions, access limitations, etc. that would affect the work. Bids submitted shall include a written certification that a site visit was made and that the Bidder is fully familiar with all existing conditions. A pre-bid meeting is scheduled (See Information for Bidders, page B-1). The site visit requirement will be considered met if attending the pre-bid meeting.

Proposals/Bids will be accepted by mail or in person at the Stephenson Memorial Library (761 Forest Road, Greenfield, New Hampshire 03047) **until 12:00 PM on Wednesday, December 7, 2016**. Proposals/bids will be opened and publicly read aloud at the Library Trustee Meeting at 7:30 PM that same day. The bid proposal that allows the project to be performed within the Library's available budget and will result in the work being performed in a schedule and manner that is in the best interest of the Library shall be the basis of selection for award of the work. The Library Trustees reserve the right to reject any and all bids, and the cost of preparing a bid submittal is the sole responsibility of the Bidder.

B. INFORMATION FOR BIDDERS:

Completion time for the proposed Substantial and Final Completion dates of the proposed work shall be specified by the Bidder in the submittal. Time to Final Completion shall be no longer than sixty (60) days.

The successful bidder shall furnish Certificates of Insurance with limits of coverage as stipulated in Section F Paragraph 6 of this Request for Bids as well as a 100% Performance Bond in a form acceptable to the Library Trustees upon execution of the Construction Contract.

Questions on the project can be directed to Ray Cilley, Library Trustee, at (603) 834-0319, or rcilley@stephensonlibrary.org.

A non-mandatory pre-bid meeting will be held at the **Stephenson Memorial Library on November 21, 2016 at 10:00 AM.** Owner Representatives will be present to discuss the project.

Any bidder unable to attend the scheduled pre-bid meeting will be required to schedule a site visit. All site visits shall be scheduled with Ray Cilley at the contact information provided above.

No bidder may withdraw a Bid within 60 days after the actual date of opening thereof.

Copies of the Contract Documents may be obtained by contacting Ray Cilley at the information provided above or by visiting the Town of Greenfield website to download electronic documents at www.greenfield-nh.gov.

C. BID:

Proposal of _____

(hereinafter called "BIDDER"), organized and existing under the laws of the State of _____, doing business as

(Corporation, Partnership, Individual)

To the STEPHENSON MEMORIAL LIBRARY (hereinafter called "OWNER").

In compliance with the Information for Bidders, BIDDER hereby proposed to perform all WORK described in the Bid Package for the foundation drain and waterproofing improvements at the Stephenson Memorial Library within the time set forth herein at the Lump Sum Price stated below. The Bidder shall provide the Owner with an itemized cost breakdown as a basis for the lump sum price.

LUMP SUM PRICE:

Dollars (\$ _____)

PROPOSED START DATE: _____

PROPOSED SUBSTANTIAL COMPLETION DATE: _____

PROPOSED FINAL COMPLETION DATE: _____

Respectfully submitted:

Signature Address

Title Date

Being duly sworn, deposes and says that he is
_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this _____ day of _____, 2016

Notary Public

My commission expires _____
(Seal - If BID is by Corporation)

ATTEST: _____

D. CONTRACT/AGREEMENT:

THIS AGREEMENT, made this _____ day of _____, 20 16 by
and between STEPHENSON MEMORIAL LIBRARY, hereinafter called "**OWNER**"
(Name of Owner)
and _____ doing business as (an individual,) or (a
partnership,) or (a corporation) hereinafter called "**CONTRACTOR**".

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

1. The **CONTRACTOR** will commence and complete the construction of

FOUNDATION DRAIN AND WATERPROOFING IMPROVEMENTS

(Project)

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

3. Execution of this Contract/Agreement shall constitute authorization to proceed and the start
of contract time.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **CONTRACT**
DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the
BID schedule with Substantial Completion by _____, and
Final Completion by _____.

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

- (A) REQUEST FOR PROPOSALS/BIDS
- (B) INFORMATION FOR BIDDERS
- (C) BID
- (D) CONTRACT/AGREEMENT
- (E) CONTRACTOR'S RELEASE
- (F) GENERAL CONDITIONS
- (G) SPECIAL CONDITIONS
- (H) TECHNICAL SPECIFICATIONS
- (I) DRAWINGS Cover through 11 DATED 12/18/15.

6. The **OWNER** will pay to the **CONTRACTOR** in the manner agreed to by negotiations between the Bidder and the Stephenson Memorial Library.

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

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

OWNER: STEPHENSON MEMORIAL LIBRARY

By: _____
Name: Bruce Dodge, Chairman Trustee
(Please type)

(SEAL)
ATTEST: _____
Name: _____
Title: _____

CONTRACTOR: _____

By: _____
Name: _____
Address: _____

(SEAL)
ATTEST: _____
Name: _____
Title: _____

E. CONTRACTOR'S FINAL RELEASE AND WAIVER OF LIEN

Project/Owner

Contractor

Project: **FOUNDATION DRAIN AND WATERPROOFING IMPROVEMENTS**

Address:	<u>Stephenson Memorial Library</u>	Name: _____
	<u>761 Forest Road</u>	Address: _____
	<u>Greenfield NH 03047</u>	_____
	City State Zip	City State Zip

Owner Stephenson Memorial Library Contractor License: _____

_____ Contract Date: _____

TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Contractor hereby waives, discharges, and releases any and all liens, claims, and rights to liens against the above-mentioned project, and any and all other property owned by or the title to which is in the name of the above-referenced Owner and against any and all funds of the Owner appropriated and available for the construction of said project, and any and all warrants drawn upon or issued against any such funds or monies, which the undersigned Contractor may have or may hereafter acquire or process as a result of the furnishing of labor, materials, and/or equipment, and the performance of Work by the Contractor on or in connection with said project, whether under and pursuant to the above-mentioned contract between the Contractor and the Owner pertaining to said project or otherwise, and which said liens, claims or rights of lien may arise and exist.

The undersigned further hereby acknowledges that the sum of

_____ Dollars (\$ _____) constitutes the entire *unpaid* balance due the undersigned in connection with said project whether under said contract or otherwise and that the payment of said sum to the Contractor will constitute payment in full and will fully satisfy any and all liens, claims, and demands which the Contractor may have or assert against the Owner in connection with said contract or project.

Dated this ___ day of _____ 20__

Contractor

Witness to Signature

By _____

By _____

Title _____

Title _____

F. GENERAL CONDITIONS:

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1. Materials, Services, Facilities and Workmanship shall be furnished as follows:
 - 1.1 Except as otherwise specifically stated in the contract documents, the Contractor shall provide all materials, labor, tools, equipment, supplies, as transportation, superintendence, temporary construction as required, and all other services and facilities necessary to execute, complete, and deliver the work within the specified time.
 - 1.2 Unless otherwise specifically provided for in the specifications, all equipment, materials and articles incorporated in the work shall be new.
 - 1.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, and started up in compliance with the manufacturer's recommendations.
2. Contractor's obligation is as follows: The Contractor shall in good workmanlike manner, perform and complete all the work required by this contract, within the time stated in the proposal in accordance with the plans and drawings covered by this contract. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the contract documents, and shall complete the work to the satisfaction of the Owner.
3. Protection of work and property shall be provided as follows:
 - 3.1 The Contractor shall at all times protect the Owner's property from injury or loss in connection with this contract. He shall at all times protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss or injury related to this work unless caused directly by errors contained in the contract, or by the Owner.
 - 3.2 The Contractor shall take all necessary precautions for the safety of his employees on the work site, and shall comply with all applicable provisions of local, federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.
 - 3.3 In case of emergency which threatens loss or injury of property, and/or safety of life, the Contractor is allowed to act, without previous instructions.
4. Defective work shall be processed as follows:
 - 4.1 The Contractor shall promptly remove from the premises all materials and work determined to be defective or failing to meet contract requirements,

whether incorporated in the work or not, and shall promptly replace such work in accordance with the contract at no additional expense to the Owner.

5. Acceptance, payment, and retainage provisions shall be as follows:
 - 5.1 Progress Payments. The Owner will once each month make a progress payment to the Contractor on the basis of an estimate of total of work done to the time of the estimate and its value as prepared by the Contractor and approved by the Engineer.
 - 5.2 Retainage by Owner. The Owner will retain a portion of the progress payment, each month, in accordance with the following procedures:
 - a. The Owner will establish an escrow account in the bank of the Owner's choosing. The account will be established such that interest on the principal will be paid to the Contractor. The principal will be the accumulated retainage paid into the account by the Owner. The principal will be held by the bank, available only to the Owner, until termination of the contract.
 - b. Until the work is 50% complete, as determined by the Engineer, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
 - c. After the work is 50% complete, and provided the Contractor has satisfied the Engineer in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.
 - 5.3 Substantial completion and payment.
 - a. Substantial completion shall be that point, as certified by the Owner, or his Agent, at which the contract has been completed to the extent that the Owner may make full use of the work installed.
 - b. Upon substantial completion, the entire balance due and payable to the Contractor less 2 percent retainage of the Contract Price, and less a retention based on an estimate of the fair value for the cost of completing or correcting listed "punch list" items of work with specified amounts for each incomplete or defective item of work shall be made.
 - c. A guarantee period of one year for the work shall begin on the date certified by the Owner that the work is substantially completed.

- 5.4 Final completion shall be that point at which all work has been completed and all "punch list" and/or defective work has been corrected. Unless the Owner has issued a certificate of substantial completion, the general guarantee period shall begin upon certification by the Owner of final completion.
 - 5.5 At the end of the general guarantee period when it is found that the work is satisfactory and that no work has become defective under the terms of the contract, the Owner will accept the entire project and make final payment, including the reimbursement of the 2% monies retained.
 - 5.6 If the guarantee inspection discloses any work as being unsatisfactory, the Owner will give the Contractor the necessary instructions for correction of such work, and the Contractor shall immediately execute such instructions. Upon Correction of the work, another inspection will be made which shall constitute the guarantee inspection, provided the work has been satisfactorily completed.
 - 5.7 The acceptance by the Contractor of final payment shall release the Owner from all claims and all liability to the Contractor relating to this work, and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall release the Contractor or his sureties from any obligations of the performance and payment bond under this contract.
6. The Contractor and any Subcontractor shall obtain all the insurance required under this article.
- 6.1 The Contractor and all Subcontractors shall procure and shall maintain during the life of this contract workmen's compensation insurance as required by applicable state law. The Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance.

Limits of Liability:
\$100,000 each accident;
\$500,000 disease - policy limit;
\$100,000 disease - each employee.
 - 6.2 The Contractor shall procure and shall maintain during the life of this contract Commercial General Liability insurance to include contractual liability, explosion, collapse and underground coverages. General liability insurance certificates shall name The Town of Greenfield, Stephenson Memorial Library, and the Town's Engineer as additional insured.

Limits of liability:

\$1,000,000 each occurrence bodily injury and property damage;
\$2,000,000 general aggregate - include per project aggregate endorsement;
\$2,000,000 products/completed operations aggregate.
If blasting or demolition or both is required by the contract, the Contractor

or

Subcontractor shall obtain the respective coverage and shall furnish the Owner a certificate of insurance evidencing the required coverages prior to commencement of any operations involving blasting or demolition or both.

- 6.3 The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such insurance shall not be canceled or materially altered, except after 10 days written notice has been received by the Owner.
7. The Contractor shall not commence work until a pre-construction conference has been held at which representatives of the Owner are present.

G. SPECIAL CONDITIONS:**Note:**

The following Special Conditions may modify, change, delete, or add to the "General Conditions." Where any part of the General Conditions is modified or voided by these Special Conditions, the unaltered provisions of that part shall remain in effect.

<u>SC No.</u> <u>No.</u>	<u>SC Title</u>	<u>Page</u>
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SPECIAL CONDITIONS

1. WORKING HOURS

The CONTRACTOR shall not begin work until after 7:00 AM and no construction activities shall be allowed after 5:00 PM. All cleanup shall have been completed by this hour. No work shall be allowed on weekends or holidays.

2. SITE ACCESS

The Contractor shall not use the Library parking lot/driveway for vehicular access to the site during Library hours. Hours of Operation are available on the Library website at:

www.greenfield-nh.gov/Public_Documents/GreenfieldNH_Library/index

The Contractor may use one (1) access path over existing lawn on the front side of the building to Forest Road. Turf restoration for said access path is included for payment under Item 646.51. Owner shall approve area of impact prior to Contractor use.

3. CHARACTER OF THE CONTRACTOR'S SUPERINTENDENT AND WORKERS

- A. The CONTRACTOR'S superintendent shall conduct himself in a professional, cooperative, and responsible manner. If, in the opinion of the OWNER, the superintendent does not conduct him/herself in a manner that is professional and courteous, the OWNER may direct the CONTRACTOR to relieve the superintendent of his/her responsibilities and have him/her removed from the project. Upon written notice from the OWNER to the CONTRACTOR the superintendent shall immediately be relieved of his/her responsibilities and removed from the project. If a superintendent change is to be made, work shall be terminated until qualifications of a new superintendent have been submitted and approved by the OWNER. The superintendent that was removed from the site shall not be allowed to work on any other portion of work in this Contract without written approval of the OWNER.
- B. Any person employed by the CONTRACTOR or by any subcontractor who, in the opinion of the OWNER, does not conduct him/herself in a proper and professional manner or is intemperate or disorderly shall, at written request of the OWNER, be removed immediately by the CONTRACTOR or subcontractor employing such person, and shall not be allowed to work on any other portion of work in this Contract without written approval of the OWNER.

4. SITE SECURITY

The CONTRACTOR shall be required to place temporary barriers or fencing (snow fence, fluorescent orange security fencing, etc.) around all storage yards and open excavations at all times and around all equipment during non-working hours.

5. SCHEDULE

The CONTRACTOR shall submit a proposed progress schedule to the OWNER with their proposal.

6. PRECONSTRUCTION PHOTOGRAPHS

The CONTRACTOR shall take pre-construction digital photographs of proposed areas of work to be disturbed and provide two (2) sets of photographs to the Library. Photographs shall clearly show the pre-construction (existing) physical condition prior to the start of work.

7. OWNER'S RIGHT TO MATERIAL

The CONTRACTOR will be responsible for handling and disposal of all surplus materials.

8. CLEANUP

The CONTRACTOR shall remove all construction material, equipment, or other debris remaining on the construction site as a result of construction operations and render the site of the work in a neat and orderly condition at least equal to that which existed prior to the start of construction.

The CONTRACTOR shall dispose of all materials and debris off-site in accordance with local, state, and federal regulations.

Once all work is complete, the CONTRACTOR shall perform a final cleaning of the work areas to remove any dust/dirt/debris from the areas to leave them in a clean and orderly fashion for use by the OWNER.

9. OCCUPYING PRIVATE PROPERTY

The CONTRACTOR shall not enter upon nor occupy with men, equipment or materials any property outside of the library property, unless written consent of the owner is obtained prior to entry.

10. STAGING AREAS

Areas available for staging will be reviewed and discussed during the scheduled site visit.

11. RECORD DRAWINGS

It shall be the Contractor's responsibility to maintain record drawings for work completed. The Contractor shall deliver a copy of the record drawings to the Owner upon completion of the work.

H. TECHNICAL SPECIFICATIONS

NHDOT SPECIFICATIONS, AMENDMENTS AND SPECIAL PROVISIONS

All work shall be in accordance with current edition of the State of New Hampshire, Department of Transportation (NHDOT) Standard Specifications for Road and Bridge Construction, (Standard Specifications as well as the Amendments to NHDOT Specifications Supplemental Specifications and Special Provisions included herein. Although not included within the Project Manual, NHDOT Standard Specifications are considered part of the Contract Documents. Where applicable the provisions included herein shall take precedent over conflicts with the NHDOT specifications.

In particular, the Contractor's attention is directed to the following sections:

Section 603 – Culverts and Drains

Section 604 – Catch Basins, Drop Inlets and Manholes

Section 605 – Underdrains

Section 646 – Turf Establishment

Section 1008 – Additions and Alterations (as provided in this Request for Bids)

AMENDMENTS TO NHDOT SPECIFICATIONS

NHDOT Specifications are hereby amended as follows:

General:

Reference made to the “Department” or “Bureau” or “State” or “District Engineer” shall mean “Town of Greenfield, Stephenson Memorial Library, and their Agents or Engineer”.

Delete all Method of Measurement and Basis of Payment paragraphs from all sections.

Section 100

Delete: Division 100 – General Provisions in its entirety with the exception of:

- Section 101 – Definition and Terms
- Section 105 – Control of the Work (subsections 105.01 through 105.07, and 105.12,
- Section 106 – Control of the Material

NHDOT SPECIAL PROVISIONS

The following Special Provisions are to be used in conjunction with the NHDOT Standard Specifications and are herein made a part of the Contract Documents and apply to this project.

Special Provisions

<u>Section No.</u>	<u>Description</u>
1008.1	Underground Infiltration System
1008.2	Foundation Water Proofing System
1008.3	Miscellaneous Work and Restoration

Special Provisions listed above are provided herein.

SPECIAL PROVISION**SECTION 1008 -- ALTERATIONS AND ADDITIONS AS NEEDED****ITEM 1008.1 – Underground Infiltration System****Description**

1.1 Work under this section includes the installation of an underground infiltration as shown on the plans. Work shall include all excavation and disposal of all surplus material, placement of stone to the elevations shown, placement of infiltration chambers in accordance to manufacturer's specifications, and common borrow backfill.

Materials

2.1 Infiltration chambers shall be Model SC-310 Chamber manufactured by Storm Tech or approved equal.

2.1.1 Infiltration chamber end caps shall be provided by the same manufacturer as the actual chamber and shall be manufactured with a penetration to accommodate a 6" PE Drain pipe at the elevations shown on the plans.

2.2 Stone material shall be in accordance with Standard Stone Size #4 as identified in Table 703-1: Graded Coarse Aggregates.

2.3 Geotextile fabric wrap shall be non-woven, ADS Geosynthetics 601T or approved equal.

Construction Requirements

3.1 Underground infiltration chambers shall be constructed to the dimensions, elevations, and limits as shown on the drawings.

Method of Measurement

4.1 Not used.

Basis of Payment

5.1 Not used.

SPECIAL PROVISION**SECTION 1008 -- ALTERATIONS AND ADDITIONS AS NEEDED****ITEM 1008.2 – Foundation Waterproofing System****Description**

1.1 Work under this section includes the excavating the exterior perimeter of the loose set stone foundation for the “old building section” and installation of a foundation water proofing system. Once exposed, work will include cleaning and preparing the foundation surface for application of a nonstructural coating of shotcrete to the foundation to provide a smooth surface for application of a spray on type waterproofing membrane

Materials

2.1 Shotcrete type concrete shall be in accordance to ACI-506 Guide to Shotcrete (latest revision)

2.2 Spray on waterproof membrane shall be Tuff-N-Dri H8 (60 mils thickness) including Warm-N-Dry foundation board, (1.375” min thickness), both as manufactured and/or provided by Tremco Barrier Solutions or approved equal.

Construction Requirements

3.1 Complete additional excavation outside limits required for foundation underdrain installation. Additional excavation shall provide enough room for supplication of shotcrete concrete and spray on waterproofing membrane

3.2 Clean and prepare surface of exterior foundation wall to the satisfaction of the shotcrete concrete installer. This includes removal of all loose soil material and contaminates that may inhibit proper bonding of concrete to the foundation

3.3 Apply shotcrete concrete to the prepared surface in accordance to ACI 506. Thickness will vary but an assumed average thickness is 3” to 4”.

3.5 When concrete has cured to the manufacturer’s requirements, apply spray on water proofing membrane in two coats

3.6 Place wall board adjacent to the foundation wall so that the bottom of board is set into the underdrain stone.

3.7 Place and compact backfill in 12" lifts to 95% compaction as to prevent settlement of backfill materials around the foundation perimeter

Method of Measurement

4.1 Not used.

Basis of Payment

5.1 Not used.

SPECIAL PROVISION

SECTION 1008 -- ALTERATIONS AND ADDITIONS AS NEEDED

ITEM 1008.3 – Miscellaneous Work and Restoration

Description

1.1 This item is provided to cover any incidental work not described or included under separate items. Said work may include but not be limited to: implementation of temporary erosion control measures, relocating and resetting existing propane tank, relocating and resetting existing air conditioning unit, locating existing sewer service (by trenchless methods), restoration of plantings disturbed including mulched areas, and restoration of disturbed walkways.

Materials

2.1 Pavement used for walkway restoration shall meet the requirements of Section 403 – Hot Bituminous Pavements.

Construction Requirements

3.1 Prior to the start of work relocate existing above ground propane tank out of the work area. This may include installation of temporary piping extensions to provide connection at its temporary location.

3.1.1 Reset propane tank in its original location following completion of work.

3.2 Prior to the start of work relocate existing air conditioning unit out of proposed work area. This may include installation of temporary piping extensions to provide connection to its temporary location.

3.2.1 Reset air conditioning unit in its original location following completion of work

3.3 Restore disturbed plantings (flower beds) and mulched areas as requested by the Owner following completion of work

3.4 Restore disturbed bituminous pavement walkway.

3.5 Implement and maintain temporary erosion control measures as required (straw mulch, stone check dams, hay bales, etc) on disturbed areas.

1008.3

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GREENFIELD

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3.6 Locate existing sewer service using trenchless methods (i.e. push camera with locating sonde)

3.7 Completion of other miscellaneous work or restoration not covered under any other item

Method of Measurement

4.1 Not used.

Basis of Payment

5.1 Not used.

I. DRAWINGS

“Foundation Drain Improvements, Stephenson Memorial Library” by Underwood Engineers, Inc. dated October 21, 2016.