



CITY OF EAST PROVIDENCE
RFP 24/25 – 09

**GLENLYON PARK AND LYLE BOURNE PARK
IMPROVEMENTS**

March 26, 2025

GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS

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**CITY OF EAST PROVIDENCE
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
REQUEST FOR PROPOSALS
EP24/25-09
GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS
BID OPENING THURSDAY, APRIL 24, 2025, AT 11:00AM**

ADVERTISEMENT

The City of East Providence is soliciting proposals from contractors experienced in park improvements to provide and install hot mix asphalt court surfaces, court coatings and lines, tennis nets, pickleball nets, and basketball poles at two park locations, Glenlyon Park (64 Bourne Avenue) and Lyle Bourne Park (101 New Road).

A pre-bid meeting will be held on Thursday, April 10, 2025, at 2:00pm in Conference Room A at East Providence City Hall, located at 145 Taunton Avenue, East Providence, Rhode Island 02914.

Specifications may be downloaded from the City's website <https://eastprovidenceri.gov/rfp>

One (1) original, three (3) copies and 1 Thumb Drive of the proposal shall be submitted in one (1) sealed envelope to East Providence City Hall, Controllers Office, Room 103, Attn: Jessica Lamprey, Procurement Specialist, 145 Taunton Ave., East Providence, RI 02914 no later than **THURSDAY, APRIL 24, 2025, AT 11:00AM**. The bids will be publicly opened and recorded on the same day at East Providence City Hall in Conference Room A. Bids received with a time of 11:01 AM or later will be rejected. The outside envelope must be marked **RFP EP24/25-09 GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS**.

The City reserves the right to waive any informality to reject any or all bids if deemed to be in the best interest of the City.

Any questions should be directed to Daniel Borges, Director of Public Works (401) 435-7701 dborges@eastprovidenceri.gov, or Erik Skadberg, City Engineer, City of East Providence, Rhode Island at (401) 435-7703 extension 1, eskadberg@eastprovidenceri.gov and Jessica Lamprey, Procurement Specialist at jlamprey@eastprovidenceri.gov no later than **WEDNESDAY, APRIL 16, 2025 AT 4:00PM**.

Equal Opportunity/Affirmative Action Employer

Jessica Lamprey, Procurement Specialist
jlamprey@eastprovidenceri.gov

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID



**CITY OF EAST PROVIDENCE
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
REQUEST FOR PROPOSALS
EP24/25-09
GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS
BID OPENING MONDAY, APRIL 24, 2025 AT 11:00AM**

BID FORM

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

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.

The undersigned further understands that the lump sum bid includes all work including labor materials and equipment necessary to construct the project in accordance with the plans, details and specifications. Prevailing wages will apply to this project.

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

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

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 in 90 days from the notice to proceed but no later than **October 31, 2025. All work shall be warranted for one year.**

Bid surety in the form of an original bid bond in the amount of five (5) percent of the total bid price must be submitted with each bid. 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.

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

Payment requests shall be submitted on original AIA forms.

The City reserves the right to waive any informality to reject any or all bids if deemed to be in the best interest of the City.

Item No.	Estimated Quantity	Description	Bid Price in Figures	Bid Price in Words
1	LS	Glenlyon Park Improvements		
2	LS	Lyle Bourne Park Improvements		
3	LS	Total Bid Price (Item 1 + Item 2)		

BIDDING FIRM: _____

NUMBER & STREET: _____

CITY/STATE/ZIP: _____

PHONE NO: (____) _____ FAX NO: (____) _____

EMAIL ADDRESS: _____

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



**CITY OF EAST PROVIDENCE
DEPARTMENT OF PUBLIC WORKS – ENGINEERING DIVISION
REQUEST FOR PROPOSALS
EP24/25-09
GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS
BID OPENING THURSDAY, APRIL 24, 2025, AT 11:00AM**

SPECIFICATIONS

I. INTRODUCTION

The City of East Providence is soliciting proposals from contractors experienced in park improvements to provide and install hot mix asphalt court surfaces, court coatings and lines, tennis nets, pickleball nets, and basketball poles at two park locations, Glenlyon Park (64 Bourne Avenue) and Lyle Bourne Park (101 New Road).

The required construction services shall include all permitting and site work including but not limited to erosion controls, removal of loam, removal and disposal of existing court surfaces to sub-base, installation of new hot mix asphalt court surface (1.5 inches 12.5mm and 1.5 inches 9.5mm), installation of court coating and lines, tennis nets, pickleball nets, basketball poles, back boards and hoops, general construction and safe work practices, equipment, labor, and materials as necessary to complete this project.

II. SITE DESCRIPTION

The locations include the following:

- Glenlyon Park – 64 Bourne Avenue, behind elementary school.
- Lyle Bourne Park – near 101 New Road

III. OBJECTIVE

The objective of the City is to improve the conditions of the existing courts.

IV. SCOPE OF WORK

The project shall be bid as a lump sum and shall meet the minimum requirements shown on the plans and as described within the specifications. The work required to meet the City's objective shall consist of but not necessarily be limited to the following activities:

A. CONSTRUCTION PHASE: Required services shall include, but not limited to:

1. Preparation of all necessary shop drawings, samples, and submittals to conform with approved design elements.

2. The Contractor shall implement the erosion, and sediment plans and any dewatering that may be required.
3. Provide all necessary labor, supplies, materials, equipment, and services required for the complete installation and construction in accordance with the approved plans and specifications. It emphasizes that this project be done on a turnkey basis, with all features ready for use upon completion.
4. Construction meetings will be held weekly with the owner/owner's representative.
5. Contractor shall provide all certifications and testing (compaction, sieve analysis, etc.,) results to the Owner for review and approval.
6. The City shall produce the final as built to assure the construction meets the plans and specifications.

V. SUBMISSION OF PROPOSAL

One (1) original, three (3) copies and 1 Thumb Drive of the proposal shall be submitted in one (1) sealed envelope to East Providence City Hall, Controllars Office, Room 103, Attn: Jessica Lamprey, Procurement Specialist, 145 Taunton Ave., East Providence, RI 02914 no later than **THURSDAY, APRIL 24, 2025, AT 11:00AM**. The bids will be publicly opened and recorded on the same day at East Providence City Hall in Conference Room A. Bids received with a time of 11:01 AM or later will be rejected. The outside envelope must be marked **RFP EP24/25-09 GLENLYON PARK & LYLE BORNE PARK IMPROVEMENTS**.

Responses to this solicitation should, at a minimum, include the following:

- A company brochure including address, city, state, phone and fax numbers, e-mail and web page address.
- Provide a signed statement that your firm is not currently on the Government Contractor Debarred List prohibiting any contractual relationship using federal funds.
- A description of the company's background in working with projects of similar scope describing previous collaboration experience on relevant projects.
- A description of the background experience and involvement of personnel who will be assigned to the project.
- References
- Any other information deemed to be pertinent in assisting the City in adequately reviewing the firm's capabilities and qualifications with respect to the proposed project.
- Bonding capability for a \$200,000 project.
- A Cost Proposal is to be submitted along with a schedule, which will identify the proposed cost structure for reimbursement, lump sum, as well as all applicable breakdowns of anticipated man hours per task, multipliers, and/or milestones for percentage payments, etc. that are appropriate for each phase of the scope of work. The City reserves the right to award the entire contract of any portion thereof to the most qualified bidder, as judged solely by the City. The City also reserves the right to delete elements of each phase should it be deemed in the City's best interest to do so.

VI. PROJECT TIMETABLE

Solicitation of Proposals:	March 26, 2025
Pre-proposal meeting:	April 10, 2025 (City Hall, 2 PM)
Submission of Proposals:	April 24, 2025 (11 AM)
Contract Award:	May 9, 2025
Contract Completion	October 31, 2025

VII. SELECTION PROCESS AND CRITERIA

Proposals will be reviewed by City staff from the Department of Public Works and Planning. This is a Request for Proposal, as such responses will be evaluated on the basis of the relative merits of the proposal, in addition to associated fee. The City reserves the right to schedule interviews following the submission of the proposals. The selected firm shall be chosen based on its qualifications, strength of its proposal, and associated fees. The following criteria will be used to evaluate the responses:

1. Company Qualifications and Experience

Specialized experience is required in a series of work areas. Proposals must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the required work. All elements within this factor are of equal importance.

The BIDDER must demonstrate experience in site construction and paving and/or similar scopes of work within Massachusetts and Rhode Island.

The BIDDER must demonstrate expertise in the field of site design and the processes involved in obtaining all required permits and approvals.

2. Personnel Qualifications and Availability

Specialized experience is required of the project personnel proposed to undertake the work assignments. The proposal must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel. The availability of the proposed staff is also of critical importance and must be demonstrated. Specific project experience relevant to this scope of work must be demonstrated, as well as specific company experience.

3. Performance Record of Firm

A list of references from at least three (3) recent contracting officers on projects of a similar magnitude and complexity; references must include telephone number and affiliation.

4. Project Understanding and Approach

The BIDDER must demonstrate a comprehension of the role and function of this project in meeting the objectives of the CITY.

In addition to the understanding of the scope and approach, the BIDDER must demonstrate the following which will be considered in the selection:

1. Knowledge of current issues and state of the art in the relevant technical areas.
2. Experience demonstrated on similar projects.
3. Working knowledge of the geographic area as evidenced by prior work experience in the region.
4. A demonstrated expertise and ability for rapid turn-around and flexibility on short-term projects.
5. The capability to effectively direct multiple simultaneous work assignments.
6. An ability to integrate and utilize interdisciplinary study teams effectively on assignments requiring a variety of skills and expertise from in-house resources.
7. The ability to provide the necessary skills and expertise from in-house resources.
8. Methods for assuring product quality, cost control, delivery schedule and project oversight. A narrative description of the BIDDER'S quality control plan must be included.
9. Proven ability to work with municipal, state, and federal government agencies and complete projects in a timely manner and within the prescribed budget.

VIII. GENERAL CONDITIONS

- A. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews with contractors prior to the award and to select and negotiate the contractor's services in the best interest of the City.
- B. The City reserves the right to accept all or part of any proposal and to negotiate a contract for services and cost with the selected Contractor.
- C. The Contractor shall provide all necessary personnel, sub-contractors, materials and equipment to perform and complete all work under this proposal.

- D. All original documents and drawings shall become the property of the City after completion of the consultant's work.
- E. The Contractor shall be prepared to commence work immediately upon execution of a contract with the City.

Any questions should be directed to Daniel Borges, Director of Public Works (401) 435-7701 dborges@eastprovidenceri.gov , Erik Skadberg, City Engineer, at (401) 435-7703 extension 1, eskadberg@eastprovidenceri.gov, and Jessica Lamprey, Procurement Specialist at jlamprey@eastprovidenceri.gov no later than **WEDNESDAY, APRIL 16, 2025 AT 4:00PM.**



STANDARD INSTRUCTIONS TO BIDDERS (SHORT FORM) REQUEST FOR PROPOSALS

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUEST FOR PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE/S BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1.0 RECEIPT AND OPENING OF PROPOSALS:

Sealed proposals will be received and date stamped East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914, until the time and date indicated on the Request for Proposals. No proposal received after that time will be considered. Mark outside bid envelope with item being proposed, and time and date of proposal due date.

2.0 FORM OF PROPOSAL:

Proposals must be submitted on and in accordance with the proposal forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal form or in the item or items mentioned therein. Additionally, the proposals must contain the name and proper address of the proposing firm, and must be signed by a responsible member of the firm with his signature and official title. Proposals, which are not complete, or contain erasures or alterations, not initiated by the signer, may be rejected. FAXED proposals will not be accepted.

3.0 SUBMISSION OF PROPOSALS:

3.1 Envelopes containing proposals must be sealed and addressed to the East Providence City Hall, Controllers Office, Room 103, Attn: Procurement Specialist 145 Taunton Avenue, East Providence, Rhode Island 02914 and must be marked with the name and address of the proposer, date and time of proposal due date, and name of item being proposed.

3.2 The Procurement Specialist will decide when the specified time has arrived to collect the proposals, and no proposal received thereafter will be considered.

3.3 Any proposer may withdraw his proposal by written request at any time prior to the advertised time for proposal due date. Telephonic proposals, amendments, or withdrawals will not be accepted. Additionally, FAXED bids will not be accepted.

3.4 No proposal may be withdrawn for a period of ninety (90) calendar days from the date and time of proposal due date. The City reserves the right to waive this requirement in order to best serve the interests of the City.

3.5 Negligence on the part of the proposer in preparing the proposal confers no rights for the withdrawal of the proposal after it has been opened.

3.6 Proposals received prior to the time of the due date will be securely kept unopened. No responsibility will attach to an officer or person of the City for the premature opening of a proposal not properly addressed and identified as a proposal.

4.0 ADDENDA

Copies of all Addenda will be posted to the City's Website. It is the Vendor's responsibility to check and download any and all addenda from the City's Website.

4.1 No Addenda will be posted later than four (4) working days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting their bid that they have received all Addenda issued, and shall acknowledge their receipt in his bid.

5.0 QUALIFICATIONS OF PROPOSER

The City may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6.0 CONTRACT SECURITY

Only when a Contract Security is required in the Request for Proposal, the Contractor shall furnish a Bid Bond in the amount of Five Percent (5%) and a Surety Bond/Performance Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company licensed to bond in the State of Rhode Island, and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City.

The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

7.0 BID PRICES:

Bidders shall state the proposed price/s in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and in figures, the price written in words shall govern.

8.0 TERMS:

Cash Discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period shall be computed from date of delivery or from date the correct invoice is received by the City Controller, whichever date is later. The date of delivery shall be construed to mean the date on which the bid item is determined to meet the specifications and is therefore acceptable.

9.0 RHODE ISLAND SALES TAX:

The City of East Providence is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

10.0 "OR EQUAL" BIDDING:

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the City Manager, or by person or persons designated by him, that the bidders designated substitute is equal to the bid standard; otherwise, his bid will be rejected.

11.0 AWARD AND CONTRACT:

11.1 Unless otherwise specified, the City reserves the right to make award by item, or items, or by total, as may be in the best interest of the City.

11.2 A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder followed by a City Purchase Order, shall be deemed to result in a binding contract without further action by either party.

11.3 It is the intent of the City to award a contract to the lowest responsible bidder in accordance with City Ordinances, Article V. Purchasing, Sec. 2- 243, and provided that the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

12.0 CONSIDERATION OF PROPOSALS REJECTION OF PROPOSALS

12.1 The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees.

12.2 The City reserves the right to reject any or all proposals and in particular to reject a proposal not accompanied by any data required by the Bidding Documents or a proposal in any way incomplete or irregular, and to waive any informality in the proposals received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.

12.3 The City shall have the right to waive any informality or irregularity in any proposal received

12.4 It is the intent of the City, if it accepts any Alternates, to accept them in the order in which they are listed in the proposal form, but the City shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

13.0 DELIVERY:

All prices bid must be on the basis of F.O.B. Delivery Point, East Providence, Rhode Island. Therefore, shipping costs are to be included within the prices quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 8:00 A.M. and 4:00 P.M. Prevailing Time, Monday through Friday.

No delivery shall become due or be acceptable without a written Purchase Order, issued by the Procurement Specialist.

14.0 AFFIRMATIVE ACTION REQUIREMENTS **MBE/WBE PARTICIPATION**

Any firm or Contractor providing services to or doing business with the City shall adhere to the City's Affirmative Action Plan for MBE/WBE Participation. Said plan is on file with the City's Affirmative Action Officer.

14.1 All bidders are required to submit the MBE/WBE Participation Affidavit.

15.0 INSURANCE REQUIREMENTS:

The Contractor shall carry the following insurance coverages at his own expense:

(a) General: All insurance for this contract shall be written by a company (or companies) acceptable to the city and all policies or certificates shall be submitted to the City for examination prior to commencement of operations by the contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the City, the contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. The contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the city stating when, (not less than 30 days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and contain true transcripts from the policy or policies authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice as to the location and operations involved.

The Contractor is required to list the City of East Providence not only as Certificate Holder but as an Additional Insured as well, on the "Certificate of Insurance".

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

Statutory Workman's Compensation Insurance: shall be provided by the contractor for all labor employed on the project who may come within the protection of such laws, and Employer's General Liability Insurance shall be provided for the benefit of employees not protected by compensation laws. The contractor will be charged with the responsibility for proper and adequate workman's compensation for all subcontract operations.

Contractors Comprehensive General Liability and Property Damage Insurance INCLUDING Owner's Protective: the contractor shall carry the above insurance for a minimum limit of not less than \$1,000,000.00 for all damages arising out of injury to or death of one person and subject to that limit for each person, a total limit of not less than \$1,000,000.00 for all damages arising out of injury to, or death of two or more persons in any one occurrence and Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property (including loss of use) in any occurrence and subject to that limit per occurrence total limit of \$1,000,000.00 all damages arising out of injury to or destruction of property during the policy period.

Contractor's Liability Insurance: Shall also include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises - Operations

Independent Contractor's protective

Products and completed operations

Blanket Contractual

Owned, non-owned and hired motor vehicles

Broad form coverage for property damage (including explosion, Collapse and underground).

Comprehensive Automobile Liability and Property Damage Insurance: The Contractor shall carry the above insurance covering all owned, hired or non-owned vehicles in the amount of \$300,000.00 for all damages arising out of bodily injuries to death of one person and subject to that limit for each person, a total of \$500,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Property Damage coverage in the amount of \$300,000.00 for all damages arising out of injury to or destruction of property.

16.0 OSHA SAFETY AWARENESS PROGRAM

In accordance with R.I.G.L. 28-20-35, all contractors bidding on construction projects of the City with a total project cost of one hundred thousand dollars (\$100,000.) or more, are required to have an OSHA "ten hour construction safety program", for their on-site employees. The training program shall utilize instructors trained by the Occupational Safety and Health Administration, using an OSHA approved curriculum.



MBE/WBE PARTICIPATION AFFIDAVIT

PLEASE COMPLETE THIS FORM AND SUBMIT WITH YOUR BID

Item Description (as seen on RFP): _____

Prime Bidder: _____

Prime Bidder (Company) Phone Number: _____

Prime Bidder (Company) Zip Code: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____ MBE _____ WBE _____ Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of East Providence that minority business enterprises (**MBEs**) and women business enterprises (**WBEs**) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.

The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of East Providence's goals of supporting MBE/WBE certified businesses. Initial _____

Are you subcontracting with other parties on this project: Yes ___ No ___ if yes fill out page 2, **Subcontractor Disclosure Form**.

Are you using any subcontractors on this job and not meeting the 20% MBE/WBE participation goal: Yes ___ No ___ if yes fill out page 3, **MBE/WBE Waiver Request Form**.

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of East Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.** Initial _____

If awarded this contract, I understand that authorized representatives of the City of East Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements. Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder _____ Printed Name _____
Company Name _____ Date _____

SUBCONTRACTOR DISCLOSURE FORM

PLEASE COMPLETE THIS FORM AND SUBMIT WITH YOUR BID

Fill out this form only if you **WILL SUBCONTRACT** with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS Code: _____

Item Description (as seen on RFP): _____

Please List all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <http://www.naics.como/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Add A and B. Divide by E and multiply by 100).					%

Please read and initial the following statement acknowledging you understand.

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, **you must fill out the MBE/WBE WAIVER REQUEST FORM** for consideration by City of East Providence MBE/WBE Outreach Director. Initial _____

Signature of Prime Contractor

Printed Name

Date Signed

MBE/WBE WAIVER REQUEST FORM

PLEASE COMPLETE THIS FORM AND SUBMIT WITH YOUR BID

Fill out this form only if you are using subcontractors and did not meet the 20% MBE/WBE participation goal. MBE or WBE Prime Bidders that are certified by the State of Rhode Island are NOT REQUIRED to fill out this form.

Submit this form to the City of East Providence MBE/WBE Outreach Director, Elmer Carvalho-Pina at epina@eastprovidenceri.gov and Procurement Specialist, Jessica Lamprey at jlamprey@eastprovidenceri.gov for review prior to bid submission.

This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit for in the future.

Prime Bidder: _____

Company Trade: _____

Item Description (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted and the reason the MBE/WBE company could not participate on the project.

MBE/WBE Company name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of East Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____% MBE/WBE (20% minus the Value of Box F on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor

Printed Name

Date Signed

Signature of City of East Providence
MBE/WBE Outreach Director

Printed Name of City of East Providence
MBE/WBE Outreach Director

Date Signed



ANTI-COLLUSION DECLARATION

PLEASE COMPLETE THIS FORM AND SUBMIT WITH YOUR BID

The Bidder, by virtue of issuing a Bid certifies that Bidder has not divulged, discussed or compared the Bid with other Bidders and has not colluded with any other Bidder of parties to a Bid whomsoever. Bidder further certifies and agrees that premiums, rebates or gratuities are prohibited whether with, prior to, or after any delivery of material or services. Any such violation will result in the cancellation of this contract and the removal of offending parties from all Bid lists.

CONFLICT OF INTEREST

The Bidder and all sub-contractors shall disclose in writing as part of their Bid any possible or potential conflicts of interest which are known to, or reasonably should be known to the Bidder or sub-contractors, which may exist between their firms and the City of East Providence.

All Bidders and their subcontractors and business partners must disclose with their Bid, the name of any officer, director, agent or employee who is also an employee or family member of an employee of the City of East Providence.

Further, the Bidder must disclose the name of any City of East Providence employee or family member or any elected official who owns, directly or indirectly, an investment or other proprietary interest, in the firm or any of its parent company, subsidiaries or affiliates.

The Bidder and all sub-contractors and business partners shall disclose in writing as part of their Bid, any familial, personal or business relationships between members of Bidders, sub-contractor's or business partner's firms and members of the City of East Providence, whether or not there is any belief that the relationship might constitute a possible conflict of interests.

BIDDING FIRM:

SIGNATURE:

DATE:

PRINT NAME:

TITLE:



City of East Providence
Attn: Procurement Specialist

ELECTRONIC BID DOCUMENT NOTIFICATION OF RECEIPT

In order to compile a complete listing of all recipients of the initial bid package please return this completed form by e-mail to Controllers@eastprovidenceri.gov

It is the responsibility of all potential bidders to ensure any and all addenda are downloaded from the City website <https://eastprovidenceri.gov/rfp>

The undersigned hereby acknowledges electronic receipt of the bid documents for the procurement specified below.

From:

Company Name:

Contact Name:

Phone Number:

Fax Number:

Email Address:

Bid No.:

Title of Specification received:

Date:

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or
single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

(Applies to accounts maintained outside the U.S.)

2 Business name/disregarded entity name, if different from above

Requester's name and address (optional)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Social security number

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer

identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5z
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴ The
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form section 1.671-4(b)(2)(i)(B))	The trust 099 Filing Method 2 (see Regulations

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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SUMMARY OF WORK

SECTION 01010

SECTION 01010

SUMMARY OF WORK

PART 1.00 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. Funds for this project will be supplied by the City of East Providence and take place at two parks, Lyle Bourne Park on Grassy Plains Park.

The work under this Contract includes but is not limited to the following:

GLENLYON PARK

1. DEMOLITION AND SITE PREPARATION: Remove and dispose of existing tennis court net posts and foundations, remove and dispose of existing chain link fence fabric, remove and dispose of existing hot mix asphalt courts. Hot mix to be disposed of by contractor at their preferred location or at the Forbes Street landfill. Contractor is responsible for grade and pitch of courts and should closely match existing conditions. Subgrade material is available from the Forbes Street landfill. Contractor shall be responsible for trucking. Contractor shall grade and compact imported gravel and fine grade and compact base for a solid court foundation.
2. PAVING AND SURFACE INSTALLATION: Contractor shall supply and install 1.5-inch binder (12.5mm) and 1.5-inch (9.5mm) hot mix asphalt over approximately 1,800 SY. Apply asphalt multi-purpose court surface color coating system by either Novaplay or Sportmaster, including two colors and proper striping for three (3) pickleball courts, one (1) basketball court and one (1) tennis court.
3. EQUIPMENT INSTALLATION: Pickleball and tennis nets and posts will be provided by the City and shall be install by the contractor as specified or as recommended by the manufacturer including foundation for posts.
4. FENCING: Contractor shall remove and dispose of the existing chain link fabric. All posts shall remain and will be painted by the City. Prior to any posts being removed, Premier Fence (781-821-5900) shall be consulted to determine the best way to pave and reset fence posts if removed. New fence installation shall be

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coordinated with the City's on-call fencing contractor, Premier Fence prior to final paving.

LYLE BOURNE PARK

1. DEMOLITION AND SITE PREPARATION: Remove and dispose of existing basketball posts, hoops, backboard and foundations, typical of four (4), remove and dispose of existing hot mix asphalt courts, approximately 1,600 square yards. Hot mix to be disposed of by contractor at their preferred location or at the Forbes Street landfill. Contractor is responsible for grade and pitch of courts and should closely match existing conditions. Subgrade material is available from the Forbes Street landfill. Contractor shall be responsible for trucking. Contractor shall grade and compact imported gravel and fine grade and compact base for a solid court foundation.
 2. PAVING AND SURFACE INSTALLATION: Contractor shall supply and install 1.5-inch binder (12.5mm) and 1.5-inch (9.5mm) hot mix asphalt over approximately 1,800 SY. Apply asphalt multi-purpose court surface color coating system by either Novaplay or Sportmaster, including two colors and proper striping for three (3) pickleball courts and one (1) basketball court.
 3. EQUIPMENT INSTALLATION: Pickleball nets and posts basketball hoops and posts will be provided by the City and shall be install by the contractor as specified or as recommended by the manufacturer including foundation for posts.
 4. FENCING: New fencing installation shall be coordinated with the City's on-call fencing contractor, Premier Fence (781-821-5900) prior to paving to coordinate fence post installation.
- B. Clean up of the area after construction is considered part of the work covered under construction pay items. Unsatisfactory clean up shall be grounds for withholding payment for pay items, as directed by the CITY.
- C. Related Requirements Specified Elsewhere:
1. Temporary Facilities and Controls – Section 01500.
- D. Contractor's Duties:
1. Except as specifically noted, provide and pay for:
 - a. Labor, materials and equipment.

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SECTION 01010

- b. Tools, construction equipment and machinery
 - c. Transportation, supervision and temporary construction
 - d. Water, heat and utilities required for construction.
 - e. Other facilities and services necessary for the proper execution and completion of work.
2. CITY is exempt from sales taxes on products permanently incorporated in work.
- a. Perform all administrative functions required by law in conjunction with use of the CITY's tax exempt blanket certificate.
 - b. Pay legally assessed penalties for improper use of exemption certificate.
3. Secure and pay for, as necessary for proper execution and completion of work, and as applicable at any time of receipt of bids:
- a. Permits (RICRMC, RIDEM, RIDOT, etc)
 - b. Governments Fees
 - c. Licenses
4. Give required notices and provide the CITY with the DIGSAFE number for work under this contract.
5. Comply with Local, State and Federal codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
6. CONTRACTOR shall be responsible for compliance with all pertinent OSHA regulations.
7. Promptly submit written notice to CITY of observed variance of CONTRACT DOCUMENTS from legal requirements. It is not the CONTRACTOR'S responsibility to make certain that drawings and specifications comply with codes and regulations.

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- a. Appropriate Modifications to Contract Documents will adjust changes.
 - b. Contractor shall assume responsibility for notifying CITY concerning work known to be contrary to such requirements.
- 8. Enforce strict discipline and good order among employees. Do not employ on work:
 - a. Unfit persons.
 - b. Persons not skilled on assigned task.
- 9. No valve or other control on the City's water system shall be operated for any purpose by the CONTRACTOR. The Water Division will operate all valves, hydrants, blow-offs and curb stops.
- 10. CONTRACTOR shall lay out all the contract work and be responsible for the accuracy of all lines, grades and measurements.
- 11. Contractor shall be responsible for the security of their equipment, tools, materials, etc. Lost or stolen property is not the responsibility of the CITY and the CITY will not reimburse Contractor for such items.

1.02 – CONTRACT

- A. Construct work under lump sum price contract.
- B. CONTRACTOR to begin work within ten (10) days after the date of the NOTICE TO PROCEED.
- C. Upon receipt of the NOTICE TO PROCEED, the CONTRACTOR shall complete all work associated with the contract within ninety (90) consecutive calendar days and no later than October 31, 2025.

1.03 CONSTRUCTION SCHEDULE AND SEQUENCE OF WORK

- A. The Contractor shall submit to the CITY for approval a detailed work sequence and schedule for the completion of all work associated with this

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contract. Approval of the work sequence and schedule is required prior to the start of any work associated with this contract. The proposed sequence and schedule must consider and address the safe pedestrian and vehicle passage through the project and vehicle and pedestrian access to the abutting properties and side streets.

1.04 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law
 - 2. Ordinances
 - 3. Permits
 - 4. Contract Documents
- B. Do not unreasonably encumber site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products which interfere with operations of CITY and other Contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.
- F. Remove all surplus material, temporary structures and debris resulting from the work and put the site in a neat, orderly condition before final payment.

END OF SECTION

GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS
MEASUREMENT AND PAYMENT
SECTION 01150

SECTION 01150

MEASUREMENT AND PAYMENT

PART 1.00 – GENERAL

1.01 PAYMENT GENERAL

- A. Payment of the lump sum price as set forth in the Proposal is deemed to be full compensation for all materials, labor, tools, equipment and incidentals necessary to perform the work including mobilization, demobilization, subgrade preparation, paving, miscellaneous clean-up, coordination with Premier Fencing, etc.

1.02 PAVEMENT COLOR SEALCOATING SYSTEM

- A. Measurement and Payment
 - 1. Payment of the lump sum price established in the proposal for court surface coating system shall be full compensation for all labor, materials, equipment required to do all work of this Contract as specified or as shown on the drawings for any payment under any other item, but obviously necessary to complete the Contract. Novasport or Sportmaster court surface coating system is acceptable.
 - 2. Work under this Item shall include the installation of two coats of filler, two coats of color, striping for the basketball court and tennis court (white) and pickleball court (light blue). The outside of the courts shall be green and the courts shall be blue.

1.03 HOT MIX ASPHALT PAVEMENT

- A. Measurement and Payment
 - 1. Payment of the lump sum price established in the proposal for hot mix asphalt shall be for labor, materials, equipment required to do all work of this Contract as specified or as shown on the drawings for any payment under any other item, but obviously necessary to complete the Contract including the coordination with Premier Fence.
 - 2. Work under this item includes but not limited to all work to remove and dispose of existing court surface to the sub-base, addition of

GRASSY PLAINS PARK COLOR SEALCOATING FOR THE BASKETBALL
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MEASUREMENT AND PAYMENT
SECTION 01150

gravel if required, to be supplied by the City, fine grading, compaction, establishing line and grade, installation of

1.5-inch binder (12.5mm) and 1.5-inch top (9.5mm) in accordance with section 02600 of the specifications.

1.04 WORK BEYOND SCOPE OF CONTRACT

A. Measurement and Payment

1. Necessary work outside the scope of this contract shall be undertaken only after submittal and approval of a change order request. Payment for work completed as part of any change order shall conform to the following:
 - **LABOR** including foremen, not including superintendent, to include all insurance and fringe benefits such as social security, pension, unemployment, etc.
 - **COST OF MATERIALS** entering permanently into the work. All invoices must be submitted to the City.
 - **THE RENTAL COSTS** of all construction plant and equipment used in performing this work. Blue Book rates will be used and submitted.
 - **POWER AND CONSUMABLE SUPPLIES** for the operation of power equipment.
2. The CONTRACTOR may charge an additional 15% to the sum of the labor and material costs to cover all supervision costs, overhead, bond, profit, and other general expenses.

END OF SECTION

SECTION 01300

SUBMITTALS AND SUBSTITUTIONS

PART 1.00 – GENERAL

1.00 DESCRIPTION

A. Work Included:

1. Wherever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by the manufacturer's name and catalog number or by the reference to recognized industry standards.
2. To ensure that the specified quality product is furnished and installed in accordance with the design intent, procedures have been established for advance submittal design data and for its review and approval or rejection by the CITY.

B. Related Work Described Elsewhere:

1. Contractual requirements for submittals – General Conditions and Supplementary Conditions.
2. Individual submittals required – Pertinent Sections of these Specifications.
3. Material and Equipment – Section 01600.

1.02 PRODUCT HANDLING

Make all submittals of schedules, shop drawings, samples, requests for substitutions and other items in strict accordance with the provisions of this Section of these Specifications.

1.03 SHOP DRAWINGS

- A. The CONTRACTOR shall furnish four copies of manufacturer's shop drawings, specific design data as required in the detailed Specifications, and technical literature covering all equipment and fabricated materials that are proposed to be furnished under this Contract in sufficient detail to indicate full compliance with the Specifications. Shop drawings shall indicate the method of installing, the exact layout dimensions of the equipment or

GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS
SUBMITTALS AND SUBSTITUTIONS

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materials, including the locations, size and details pole placement and striping.

- B. When submitted for the CITY's review, shop drawings shall bear the CONTRACTOR's certification that they have reviewed, checked and approved the shop drawings and that they are in conformance with the requirements of the Contract Documents.
- C. The CITY shall promptly review all shop drawings. The CITY's approval of any shop drawing shall not release the CONTRACTOR from responsibility for deviations from the Contract Documents. The approval of any shop drawings which substantially deviates from the requirements of the Contract documents shall be evidenced by Change Order.
- D. The CONTRACTOR shall check and verify all field measurements and shall be responsible for the prompt submission of all shop and working drawings so that there shall be no delay in the work.
- E. Regardless of corrections made in or approval given to such drawings by the CITY, the CONTRACTOR shall nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless the CONTRACTOR notifies the CITY in writing of any deviations at the time they furnish the drawings.
- F. Approval by the CITY of any deviation in material, workmanship or equipment proposed subsequent to approval of the shop drawings or design data, shall be requested in writing by the CONTRACTOR.
- G. Portions of the work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the CITY. A copy of each approved shop drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the CITY.

1.04 MANUFACTURER'S CERTIFICATIONS

- A. For pipe, cement, steel reinforcement, paint and similar materials which are normally tested in the shop by the manufacturer, the CONTRACTOR shall furnish the CITY certified records of physical, chemical and other pertinent tests and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the specifications. Where such a small quantity of material is required to make physical tests or chemical analyses impractical, a certificate analysis of similar materials which were concurrently produced, may at the discretion of the CITY, be considered as the basis for the acceptance of such materials.

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SUBMITTALS AND SUBSTITUTIONS

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- B. Each manufacturer's certificate shall be endorsed or accomplished by the CONTRACTOR's certificate that the material certified by the manufacturer will be the material incorporated into the work.

1.05 SAMPLES

- A. The Contractor shall furnish for approval, all samples required or as directed by the CITY. The work shall be in accordance with approved samples.
- B. Unless specifically directed by the CITY, all samples shall be the precise article proposed to be furnished.

1.06 SUBSTITUTIONS

- A. Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal number, and if, in the opinion of the CITY, such material, article or piece of equipment is of equal substance and function to that specified, the CITY may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the Contract price and by Contract Documents shall be appropriately modified by the Change Order. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the Project will result.
- B. An Item shall be considered equal to the Item named or described if:
 - 1. It is at least equal in quality, durability, appearance, strength and design.
 - 2. It will perform at least equally the specific function imposed by the general design for the work being contracted for or the material being purchased.
 - 3. It conforms substantially, even with deviations, to the detailed requirements for the Item in the Specifications.

The name and identification of all materials other than one specifically named shall be submitted to the CITY in writing for approval, prior to purchase, use or fabrication of such Items. Subject to the provisions of any applicable laws, approval shall be at the sole discretion of the CITY, shall be in writing to be effective, and the decision of the City shall be final. The

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CITY may require tests of all materials so submitted to establish quality standards at the CONTRACTOR's expense.

- C. All directions, Specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the CONTRACTOR.
- D. For the use of material other than specified, the CONTRACTOR shall assume the cost of, and responsibility for, satisfactorily accomplishing all changes (including engineering costs or redesign by the CITY) in the work as shown. If no manufacturer is named, the CONTRACTOR shall submit the product intended to use for approval by the CITY.
- E. Except as otherwise provided for by provisions of any applicable laws, the CONTRACTOR shall not have any right of appeal from the decision of the CITY condemning any materials submitted if the CONTRACTOR fails to obtain approval for substitution under this article. Any additional cost incurred by an approved substitution shall be at the CONTRACTOR's expense.
- F. Availability of specified Items. The CONTRACTOR shall:
 - 1. Verify prior to bidding that all specified Items will be available in time for the installation during orderly and timely progress of the work.
 - 2. In the event specified Item or Items will not be available, so notify the City prior to receipt of bids.

1.07 IDENTIFICATION OF SUBMITTALS

- A. Completely identify each submittal and resubmittal by showing at least the following information.
 - 1. Name and address of submitter, plus name and telephone number of the individual who may be contacted for further information.
 - 2. Name of project as it appears on each of these Specifications.
 - 3. Drawing number and Specifications Section number to which the submittal applies.
- B. Grouping of Submittals:

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SUBMITTALS AND SUBSTITUTIONS
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Unless otherwise specifically permitted by the CITY, make all submittals in groups containing all associated items; the City may reject partial submittals as not complying with the provisions of the Contract Documents.

1.08 TIMING OF SUBMITTALS

A. General:

Make all submittals far enough in advance of schedule dates of installation to provide required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

B. Delays:

Costs of delays occasioned by tardiness of submittals may be backcharged as necessary and shall not be borne by the CITY.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1.00 – GENERAL

1.00 DESCRIPTION

A. Related Work Described Elsewhere:

1. Summary of Work – Section 01010
2. Measurement and Payment – Section 01150
3. Materials and Equipment – Section 01600

1.02 TEMPORARY UTILITIES

A. Light, Electricity and Telephone:

Furnish and install all necessary temporary water piping and wiring required to facilitate performance and completion of the work and remove all such temporary piping and wiring upon completion of the work. Pay all costs for providing and removing temporary utilities.

B. Sanitary Facilities

1. Furnish and install sanitary conveniences for the use of all persons employed on the work, properly screened from public observation. Provide facilities in sufficient numbers in such manner and at such points as shall be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The CONTRACTOR shall vigorously prohibit the committance of nuisances within, on, or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without written consent of the CITY.
2. The CONTRACTOR shall supply sufficient drinking water from approved sources to all of their employees.
3. The sanitary conveniences specified above shall be the obligation and responsibility of the CONTRACTOR until the completion of the work. The facilities shall be made available to all subcontractors and their employees.

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TEMPORARY FACILITIES AND CONTROLS
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C. Water for Construction Purposes:

1. The express approval of the Water Superintendent shall be obtained before water is used. Hydrant meter shall be obtained from the Water Department prior to Hydrant operation. Hydrants shall only be operated under the supervision of Water Department personnel.

1.03 GUARDRAIL AND BARRICADES

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution and advanced warning signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at their own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access to private property during construction shall be removed when no longer required. The length of open trenches shall be controlled by the particular surrounding conditions, but shall always be confined to limits prescribed by the CITY. If the CONTRACTOR's operations caused a hazard, or excessively restricts traffic or result in extreme caving of trench walls and pavement loss, the CITY may require special construction procedures such as limiting the length of the open trench, use of large or multiple trench boxes or sheeting, prohibiting placement of excavated material in the street and requiring that the trench shall not remain open overnight, or other safety measures satisfactory to the CITY.
- B. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.
- C. The CONTRACTOR shall not open or excavate any street, way, or public or private place until contact has been made with all utilities to locate any existing underground gas, water, telephone, power or other installations. When gas or other flammable service to buildings is disconnected, the existing service line for such service shall be terminated at a point outside the building

1.04 PROTECTION OF WORK AND PROPERTY

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property, and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act of, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR, the CONTRACTOR shall restore said damage, at their expense, to a condition

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similar or equal to that existing before the damage was done and at least meeting the Specifications contained herein.

- B. All sidewalks, driveways and curbing which are disturbed by the CONTRACTOR's operations shall be restored to their original condition by the use of similar or comparable materials and constructed according to the Specifications contained herein.
- C. Along the location of this work all fences, mail boxes, walks, bushes, trees, shrubbery and other physical features shall be protected and restored in a thoroughly workmanlike manner. Fences and other features removed by the CONTRACTOR shall be replaced in their original location. All grass areas beyond the limits of construction which have been damaged by the CONTRACTOR shall be regraded and seeded.
- D. The protection, removal and replacement of existing physical features along the line of work shall be a part of the work under the contract, and all costs in connection therewith shall be included in the unit and/or lump sum prices established under the Items in the proposal.

1.05 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall assume responsibility for the protection of all buildings, structures and utilities, public or private, including poles, signs, services to buildings, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on the drawings. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the CONTRACTOR's operations shall be repaired by him at his expense.
- B. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be a part of the work under this contract and all costs in connection therewith shall be included in the price established in the proposal.
- C. New pipelines shall be located substantially as indicated on the drawings, but the CITY reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons. Where fittings are noted on the drawings, such notation is for the CONTRACTOR's convenience and does not relieve him from laying and jointing different or additional items where required.
- D. The CONTRACTOR, however, shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be

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TEMPORARY FACILITIES AND CONTROLS

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maintained and any costs or charges resulting from damage thereto shall be paid for by the CONTRACTOR.

- E. If, in the opinion of the City, permanent relocation of the utility owned by the City is required, the CITY may direct the CONTRACTOR in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 41 of the General Conditions. If relocation of a privately owned utility is required, the CITY will notify the utility to perform the work as expeditiously as possible. The CONTRACTOR shall fully cooperate with the CITY and utility, and shall have no claim for delay due to such relocation. The CONTRACTOR shall notify public utility companies in writing at least 48 hours (excluding Saturdays, Sundays and legal holidays) before excavating in any public way.

1.06 MAINTENANCE OF FLOW

The CONTRACTOR shall at their own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work, and shall immediately cart away and remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the CITY well in advance of the interruption of the flow.

1.07 EROSION CONTROL

The CONTRACTOR shall take all necessary precautions to prevent and control erosion and to construct sediment basins, diversion ditches or such other construction to satisfactorily accommodate runoff from any area subject to erosion during the construction of this project. All such precautionary measures including but not necessarily limited to construction of sediment basins, diversion ditches, benches and berms or laying fiber matting on slopes until vegetation is established, shall be at no extra cost to the CITY. The CONTRACTOR shall also comply with erosion control measures as dictated by the Rhode Island Dept. of Environmental Management Division of Freshwater Wetland.

1.08 DUST CONTROL

The CONTRACTOR shall take all necessary precautions at all times to prevent and control dust. In addition, daily dust control shall be performed as directed by the CITY to control dust at the close of workday operations. Specifically, all traveled ways shall be swept thoroughly, and calcium chloride spread to prevent dust from being a nuisance to the general public.

1.09 DETOURS

- A. Unless permission to close the street is received in writing from the proper authority, all excavated material shall be placed so that proper vehicular and pedestrian traffic may be maintained at all times. If the CONTRACTOR's operations cause traffic hazards, they shall repair the road surface, provide temporary ways, erect wheel guards or fences, or take other measures for safety satisfactory to the CITY.

- B. The local Fire Department and Police Department shall be notified in advance of any and all detours being implemented.

- C. Detours around construction shall be subject to the approval of the CITY. Where detours are permitted the CONTRACTOR shall provide all necessary barricades, signs and warning devices as required to divert the flow of traffic. While traffic is detoured the CONTRACTOR shall expedite construction operations and periods when traffic is being detoured shall be strictly controlled by the CITY.

END OF SECTION

SECTION 01600

MATERIALS AND EQUIPMENT

PART 1.00 – GENERAL

1.00 DESCRIPTION

A. Related Work Described Elsewhere:

1. Submittals and Substitutions – Section 01300

1.02 QUALITY

- A. Incorporate only new materials and equipment in the work unless otherwise specified. All materials and equipment furnished by the CONTRACTOR shall be subject to the inspection and approval of the CITY. Do not deliver material to the work without prior approval of the CITY.
- B. Furnish all facilities and labor for the handling and inspection of all materials and equipment. If required by the CITY, either prior to beginning or during the progress of the work, submit samples of materials for such special tests as may be necessary to demonstrate that they are of the quality specified. Furnish, store, pack and ship such samples as directed. Except as otherwise noted, the CITY will make arrangements and pay for the test.

1.03 HANDLING AND STORAGE OF MATERIALS

- A. Handle and store all materials and equipment to be incorporated in the work, before, during and after shipment in a manner to prevent warping, twisting, bending, breaking, shipping, rusting and any injury, theft or damage of any kind whatsoever to the material or equipment.
- B. Store cement and lime under a roof and off the ground. Keep completely dry at all times. Store all miscellaneous steel and reinforcing steel off the ground or otherwise to prevent accumulations of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Handle and store brick, block and similar masonry products in a manner to reduce breakage, shipping, cracking and keep spilling to a minimum.
- C. Store in a building, all mechanical equipment subject to corrosive damage by the atmosphere.

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- D. Remove promptly from the site of the work all materials which have become so damaged as to be unfit for the use intended or specified. The CONTRACTOR shall not receive compensation for the damaged material or its removal.
- E. Unload, place and secure pipe and all other materials delivered to the job in a manner which will not hamper the normal operations, or interfere with the flow of necessary pedestrian or vehicular traffic.
- F. The CONTRACTOR shall provide suitable equipment and labor, and shall handle material at all times so as to avoid damage. Under no circumstances shall pipe be dropped.
- G. The CONTRACTOR shall be fully responsible for all material until final acceptance of the work.

1.04 PRODUCTS LIST

- A. Within 30 days after date of Contract, submit to CITY five copies of complete list of all products which are proposed for installation.
- B. Tabulate list by each specification Section.
- C. For products specified under reference standards include with listing of each product:
 - 1. Name and address of manufacturer
 - 2. Trade name
 - 3. Model or catalog designation
 - 4. Manufacturer's data
 - 5. Performance and test data
 - 6. Reference standards

1.05 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standards, select any product meeting standards by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any product and manufacturer named.

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C. For products specified by naming one or more products, but indicating the option of selecting equivalent products by either a specific or general "or equal" clause, CONTRACTOR shall submit a request, as required for substitution, for any product not specifically named.

END OF SECTION

SECTION 01710

CLEANING

PART 1.00 – GENERAL

1.00 DESCRIPTION

- A. Related Work Described Elsewhere:
 - 1. Summary of Work – Section 01010
 - 2. Measurement and Payment – Section 01150
- B. Maintain premises and public properties free from accumulation of waste, debris and rubbish caused by operations.
- C. At completion of work, or as described by the CITY, remove waste materials, rubbish, tools, equipment, machinery and surplus materials, and clean all sight-exposed surfaces; leave project clean and ready for occupancy.

1.02 SAFETY REQUIREMENTS

- A. Maintain project in accord with the following safety and insurance standards:
 - 1. Construction Safety Act
 - 2. The CONTRACTOR shall be responsible for conforming to all applicable OSHA standards while performing the work specified.
- B. Hazards Control:
 - 1. Store volatile wastes in covered metal containers and remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Provide adequate ventilation during use of volatile or noxious substances.
- C. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

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1. Do not burn or bury rubbish and waste materials on project site.
2. Do not dispose of volatile waste such as mineral spirits, oil or paint thinner in storm or sanitary drains
3. Do not dispose of waste into streams or waterways.

PART 2.00 – PRODUCTS

2.01 MATERIALS

- A. Use only cleaning materials which pose no danger to the general public and are recommended for the proposed use.

PART 3.00 – EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute cleaning to ensure that building, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and control dust as specified.
- C. Each week during progress of work, clean site and public properties, and dispose of waste materials, debris and rubbish.
- D. Provide on-site trash containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site and legally dispose at public or private dumping areas.

3.02 FINAL CLEANING

- A. Employ experienced workmen or professional cleaners for final cleaning.
- B. In preparation for substantial completion or occupancy, conduct final inspection of sight-exposed interior and exterior finished surfaces, polish surfaces so designated to shine finish.
- C. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so as designated to shine finish.

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- D. Repair, patch and touch up marred surfaces to specified finish to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. CITY will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for CITY's acceptance of project or portion thereof.

END OF SECTION

SECTION 02100

SITE PREPARATION

PART 1.00 – GENERAL

1.00 DESCRIPTION OF WORK

- A. This work shall consist of clearing and grubbing, clean-up, cutting and removing trees and stumps, stripping and stockpiling topsoil, removing and disposing of all vegetation and any other obstructions and undesirable materials within the project site which are not designated or permitted to remain.

1.02 PROTECTION

- A. Prior to commencing the work, all areas shown on the plans as existing tree save areas, and new tree line shall be identified, clearly marked and protected until accepted. Storage of building construction items, vehicle parking or access shall be allowed only in areas designated and approved by CITY. Any damaged plant materials resulting from neglect by the CONTRACTOR or their SUBCONTRACTORS shall result in replacement of the damaged material by the CONTRACTOR
- B. All other non-tree areas indicated to remain in its natural state shall also be protected by the CONTRACTOR. Any resulting damage due to the CONTRACTOR's neglect shall be restored to the satisfaction of the CITY. If restoration is not satisfactory, then sufficient monies to cover damage shall be withheld from the CONTRACTOR. Felled trees shall be compensated at \$150.00 per caliper inch, shrubs shall be at \$75 per shrub.
- C. CONTRACTOR shall protect treed and environmentally sensitive areas by installing snow fence or any such barriers necessary to protect these areas. Trees to be saved within the work area shall be protected by snow fence installed at the drip line. Snow fence shall be whitewashed for visibility.

1.03 RESTRICTIONS

- A. Prior to clearing operation, CONTRACTOR shall clearly and plainly mark on the ground, by use of colored tape, limits of clearing and grubbing, as indicated on plans. No clearing or cutting shall be done prior to such field determination. CONTRACTOR shall relate the tree lines from the horizontal control geometry and other control points as plan referenced. Field staking shall clearly define these limits.

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SITE PREPARATION

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- B. When limits of clearing have been physically and clearly marked together with building and roadway centerline stakes, CONTRACTOR shall then notify the CITY for an on-site review of the clearing limits. Failure of the CONTRACTOR to notify the CITY prior to commencing this work shall result in forfeiture of payment for this work.
- C. It is the declared and acknowledged intention that other than those areas required for existing and new building and physical structures, roads, walks, parking areas, athletic fields and site grading, the remainder of site shall remain in its natural state.
- D. Erosion control devices as herein described shall be located at the limits of the work as plan referenced. Installation shall be complete prior to commencing site clearing, grubbing, or earthwork activities.

1.04 SAFETY

- A. All operations required under this Section shall be conducted in a safe manner employing whatever means are necessary to provide safety to all persons on the project site.

PART 2 – PRODUCTS

2.01 JUTE MESH

- A. Jute mesh shall be uniform, open plain weave or undyed and unbleached single jute yarn, a minimum of four (4) feet in width plus or minus one (1) inch. There shall be 78 warp ends per width and 41 weft ends per yard. Weight shall average 1.22 pounds per linear yard, plus or minus 5%.
- B. Staples shall be made from twelve (12) inch lengths of No. 9 gauge steel wire bent to form a “U” of 1 1/2 to 2 inches in width. Longer staples may be required for loose soils.

2.02 EXCELSIOR BLANKET

- A. The excelsior blanket shall consist of a machine produced mat of curled wood excelsior of 80% six (6) inch or longer fiber length, with consistent thickness and the fiber evenly distributed over the entire area of the blanket.
- B. The top side of each blanket shall be covered with a photodegradable extruded plastic mesh. The blanket shall be made smolder resistant without the use of chemical additives.

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- C. Excelsior blanket shall be furnished in rolls of 48 inches by 180 feet, with a weight of 78 lbs. plus or minus 10%, covering an area of 80 sq. yards per roll.
- D. Excelsior blanket to be "Erosion Control Blankets" by American Excelsior Company.
- E. Staples shall be made of wire, 0.091 inches in diameter or greater, "U" shaped with legs 6 inches in length and a 1 inch crown. Longer staples may be required for loose soils.

2.03 HAY AND STRAW MULCH

- A. Hay and straw for mulch shall be mowings of acceptable herbaceous growth reasonably free from noxious weeds or woody stems and shall be reasonably dry. No salt hay shall be used.
- B. This mulch shall be used to stabilize slopes and assist in maintaining soil temperature during seed germination.
- C. Straw or hay mulch must be anchored immediately after spreading to prevent wind blowing. The following methods of anchoring straw or hay may be used.
 - 1. Snow Fence: Standard snow fence, 48-inches in height, channel steel posts, with whitewashed sections (40 square feet in area) at least every ten (10) feet. Set snow fence around trees to be saved at the limit of the branches. Fencing shall be maintained throughout the duration of the construction activities.
 - a. Liquid mulch binders: Application of liquid mulch binders and tackifiers should be heaviest at edges of areas and at crests of ridges and banks to prevent wind blowing. The remainder of the area should have binder applied uniformly. Binders may be applied after mulch is spread or may be sprayed into the mulch as it is being blown onto the soil. Applying straw and binder together is the most effective method.
 - b. Chemical binders such as petroset, terratack, hydro mulch and aerospray may be used as recommended by the manufacturer to anchor mulch.

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2. NETTING

- a. Plastic erosion control type netting to hold mulch in place as manufactured by Conwed. Netting shall be a polypropylene, extruded, oriented, plastic net. Netting shall have a square mesh opening of approximately $\frac{3}{4}$ inch x $\frac{3}{4}$ inch and have a strand count of approximately 1.375 x 1.3 strands per inch. It shall have a weight of 2.875 (plus or minus $\frac{3}{8}$ lb.) per 1000 square feet.

2.04 BALED HAY

- A. Hay shall be mowings of acceptable herbaceous growth reasonably free from noxious weeds or woody stems and shall be reasonably dry. No salt hay shall be used.
- B. Hay bales shall be approximately 36-inches long X 18-inches wide X 24-inches high.
- C. Hay bales shall be anchored with 2-inch x 2-inch x 3-foot long wooden stakes.

2.05 SILT FENCE

- A. Silt fence shall be Propex Silt Stop manufactured by Amoco Fabrics Company, Mirafi Envirofence or approved equal.

2.06 TEMPORARY SLOPE SEED MIX FOR STABILIZATION OVER WINTER

A.	<u>Common Name</u>	<u>Proportion By Weight</u>	<u>% Purity</u>	<u>% Germination</u>
	1.Red Fescue, Creeping or Pennlawn	70	98	90
	2. Perennial Ryegrass	15	95	90
	3. Colonial Bentgrass Or Astoria	15	98	85

PART 3 – EXECUTION

3.01 CLEARING

- A. Clearing shall consist of felling and cutting up or trimming of trees, and satisfactory disposal of trees together with downed timber, snags, brush,

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shrubs, fences, logs, rubbish, rock walls or other debris occurring within areas indicated on the plans as new construction.

- B. Trunks of trees at the top of slopes, where rounding of slopes occur to meet existing ground and tree line, shall be cut off flush with or below the final slope line.

3.02 GRUBBING

- A. Grubbing shall consist of removal and satisfactory disposal of stumps and buried roots larger than 1 ½ -inch diameter, to a depth of 18-inches below surface of original ground, except stumps within proposed structural foundation areas shall be entirely removed.
- B. Areas to be grubbed shall be as follows:
 - 1. New paved areas where depth of fill is less than 3-feet, measured from the subgrade to original ground surface.
 - 2. In cut areas for the entire width of cut.
 - 3. In non-paved areas required to be filled, if depth of fill is less than 2-feet.
 - 4. No grubbing shall be required in areas where the height between subgrade and original ground surface exceeds 3 feet. The remaining stumps may be left, provided they do not extend more than 6-inches above the ground surface.

3.03 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. The CONTRACTOR shall be responsible for the removal and disposal of trees, brush, stumps, shrubs and other perishable material removed under this section.
- B. No burning of trees, brush, shrubs or perishable material will be allowed on project site. The CONTRACTOR will not be allowed to haul trees, brush, shrubs or perishable material from the project for the purpose of burning.
- C. Stumps, roots and perishable materials shall be removed by the CONTRACTOR from the project site prior to Earthwork operations.

3.04 STRIPPING

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- A. The CONTRACTOR shall remove to the extent necessary to complete all work satisfactorily, transport and store all suitable topsoil for use as loam.
- B. Stored area may be on site or off site. If no storage areas are indicated on plans, then CONTRACTOR shall make provisions to store topsoil elsewhere for use on the project.
- C. All stripped topsoil shall remain the property of the City (unless otherwise stipulated in writing) and no material shall be hauled off-site until CITY is notified. Failure of the CONTRACTOR to notify the CITY prior to hauling any topsoil off site shall result in forfeiture of payment for this work.
- D. Stripped topsoil shall be obtained from open fields or grassed areas containing organic material suitable for loaming operations. The depth of stripping shall vary based on subsurface information provided elsewhere in these specifications and actual site conditions. In any event, soils shall be removed to the minimum depth of topsoil. Mixing of subsoils shall be accepted. The depth of soil removal shall be verified in the field, All stripped topsoil shall be screened and tested for suitability for use under lawns and adjusted as required.
- E. Any stripped topsoil not required for this project shall remain the property of the CITY unless the CONTRACTOR is directed to remove surplus topsoil from site, which they shall do at no additional expense to the CITY.

3.05 HAY BALES/STRAW WATTLE

- A. CONTRACTOR shall furnish, place, secure (with stakes) and maintain hay bales at locations indicated on the plans or directed by the CITY.
- B. Unless directed otherwise, hay bales shall be placed at the following locations.
 - 1. Around catch basins in future paved areas.
 - 2. At the down slope side of any earthwork.
- C. Hay bales will remain around catch basins until paving occurs. At all other locations, hay bales shall remain and be maintained until directed to do otherwise by the CITY.

3.06 SILT FENCE

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- A. Unless directed otherwise, silt fences shall be placed at the following locations:
1. Around drainage structures.
 2. At culvert and/or headwall ends of drainage pipe inlets and outfalls where concentration of flow will cross raw earth.
 3. Along top and toe of slopes.
 4. As required to control siltation and erosion during the course of the work.

END OF SECTION

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EARTHWORK
SECTION 02200

SECTION 02200

EARTHWORK

PART 1.00 GENERAL

1.01 DESCRIPTION OF WORK

A. Work under this section includes, but is not necessarily limited to, the following:

1. Excavating and trenching.
2. Filling, backfilling, and compacting fill conforming to these specifications where applicable.
3. Rough grading to required tolerances.
4. Filling, as directed, excess cut under footings, foundations, and trenches.
5. The placing of earth for forming and shaping of embankments.
6. Sheeting and shoring where required and/or necessary.
7. Maintaining benchmarks, monuments, and other reference points. Obtaining accurate placement of final grade. Replacement of any disturbed or destroyed site elements that must be removed due to the nature of the work, furnishing certification by a professional surveyor that all disturbed items have been accurately relocated.
8. Written notice of readiness of footing excavations, fill materials, fill areas, compacted fills, and items requiring review and/or inspection by the CITY.
9. Maintaining excavation and trenches free of water.
10. Excavating, stock piling and placing material suitable for filling and backfilling.
11. Removing from site all debris, unsuitable material and excess excavated material as specified and/or as directed by CITY.
12. Restoration to original grades and condition, properties damaged by any activity related to the work, taking adequate precautions to avoid settlement or cave-in of properties higher than site, silting, erosion, or other damage to properties lower than site.
13. Installing temporary barriers to deter unauthorized access to areas of excavation or other such work which could be hazardous for the duration of the contract.

PART 2.00 PRODUCTS

2.01 MATERIALS

- A. Fill materials shall be reviewed, and shall conform to the following unless specifically indicated otherwise:
1. Fill, unless otherwise specified, shall be earth free of debris, cinders, combustibles, frost, ice, roots, sod, wood, cellulose, and organic materials. Up to 30 percent of fill material may be rock-like materials not more than 10" in length, evenly distributed in fill eighteen (18) inches below finished grade.
 2. Upper 18 inches of fills under topsoil of lawn and planted areas shall be earth free of debris, cinders, frost, ice, sod, wood and roots of 1/4" in diameter. Up to ten (10) percent of fill materials may be rock-like materials not to exceed 4" in length.
 3. Selected backfills shall be excavated materials, free-draining, clean, granular soil suitable for backfill. It shall not be frozen and shall be free from peat, vegetable or organic matter and any other debris and shall be readily compactible.
 4. Bank run gravel shall be of a granular nature, the major portion of which may be sand, gravel, and other stone. It shall not be frozen and shall be free from peat, vegetable or organic matter and any other debris and shall be readily compactible. See trench backfill section for size requirements.
 5. Fill under foundations and below bottom of concrete floors shall be clean, granular fill from stockpile or from off-site borrow area and shall consist of bank-run sandy gravel or gravely sand free of roots, sod, rubbish or other deleterious organic matter, fine silt, or clay.
- B. Crushed gravel base shall conform to the following gradation requirements:

<u>SIEVE SIZE</u>	<u>PERCENT FINER BY WEIGHT</u>
1 1/2"	100
1/2"	50 - 85
3/8"	45 - 80
No. 4	40 - 70
No. 40	0 - 45
No. 200	0 - 10

Crushed stone shall conform to the following gradation requirements:

<u>SIEVE SIZE</u>	<u>PERCENT FINER BY WEIGHT</u>
2 1/4"	100
2"	90 - 100
1 1/2"	30 - 55

1 1/4"
1"

0 - 25
0 - 5

- C. Grain-size distribution curve shall be furnished to CITY by a soil test lab Engineer for all materials supplied on this project.
- D. Areas from which fill material is obtained shall have been completely stripped of topsoil and underlying sandy silt material. No fill shall be brought to site or purchased until such material has been reviewed by CITY. Fill shall conform in quality to sample as provided by the CONTRACTOR which conforms to the gradation requirements set forth herein. Sample materials shall be submitted for review by CITY and maintained as representative for contract duration.
- E. Fill, outside of building toe of slope, shall be earth free of debris, cinders, combustibles, frost, ice, wood, roots, cellulose, and organic materials. Up to 40 percent of fill material may be rock-like materials not to exceed 0.02 cubic foot in volume, nor more than 3" in length.
- F. Class C bedding shall be screened, crushed stone meeting the requirements of ASTM Designation C 33-71A, Gradation 67.

PART 3.00 EXECUTION

3.01 GENERAL EXCAVATION REQUIREMENTS

- A. Where used herein "finished grade" refers to final grade at elevation indicated. Spot elevations govern contour elevations. Subgrade under lawn areas shall be maintained at 6" lower than "finished grade", unless indicated otherwise.
- B. The extent of excavation open at any one time shall be controlled by the conditions but shall always be confined to the limits prescribed by the CITY.
- C. At least one lane of traffic shall be open at all times. The CONTRACTOR shall take the necessary care in the placement of excavated materials so as not to block the passage of vehicles or pedestrians where access maintenance is required.
- D. No excavated material shall be placed on lawns, driveways or other private property. All disturbed areas shall be restored to conditions as described herein at no additional cost to the CITY.
- E. The CONTRACTOR shall take all necessary measures to protect trees not to be removed from the site of the work against damage from machinery and from excavated material. Branches and roots shall not be cut unless permitted by the CITY.
- F. Trees, cultivated plants, shrubs and hedges which might be damaged by the CONTRACTOR's operations shall be protected or shall be transplanted, maintained, watered, and replanted. Trees to be saved shall be protected by the installation of 2 x 4's wrapped around the trunk to a height of at least six (6) feet with approximately 6-inch to

8-inch spacing, depending on trunk diameter and a snow fence installed at the drip line. If such trees, plants, shrubs or hedges are damaged to the degree that their growth or beauty is affected, they shall be replaced by the CONTRACTOR at their own expense. All surfaces which have been damaged by the CONTRACTOR's operations shall be restored to a condition at least equal to that in which they were found just prior to the start of construction.

Damaged trees shall be replaced at a cost of One Hundred Dollars (\$100.00) per caliper inch and maintained as specified herein.

- G. The restoration of existing property shall be done as promptly as practicable and not left to the end of the construction work.
- H. All existing pipes, poles, wires, curbing, property line markers, fences, walls, or other structures which, in the opinion of the CITY, must be preserved in place without relocation shall be carefully supported and protected by the CONTRACTOR. In the event of damage they shall be restored to their original condition by the CONTRACTOR at their own expense.
- I. The CONTRACTOR shall note that the proposed structures and/or the line of the sewers cross existing utilities in certain locations. These have been shown based on best available information but not guaranteed as to completeness or accuracy. Notify DIGSAFE before starting earthwork.
- J. As excavation approaches existing utilities or other underground structures, digging with machinery shall cease and the excavation shall be done manually, as directed.
- K. Excavation and backfill operations adjacent to existing utilities, structures, and construction shall be done in such a manner as will prevent the loss of ground or caving in of excavation, the undermining, damage or disturbing of existing pipelines, utilities and structures or any completed construction of the project.

Backfill shall be placed, compacted, and done in such a manner as to prevent future settlement and damage to the existing pipelines, utilities, structures, or construction. Existing pipelines, utilities, structures, new construction, or property damaged due to excavation, backfilling and settlement of the backfill, shall be the responsibility of the CONTRACTOR, and shall be corrected in a manner satisfactory to the CITY, at no additional expense to the CITY.

- L. Unsuitable excavated material shall systematically be separated and removed from suitable material to the satisfaction of the CITY.
- M. Unsuitable material shall be disposed of properly by the CONTRACTOR at no additional cost to the CITY.
- N. Surplus suitable material shall be the property of the CITY and stored on site as directed, or at the CITY's request, this material shall be removed from the site by the CONTRACTOR at no additional cost to the CITY.

- O. Boulders over 16" in length, if encountered, shall be removed from subgrade of cut areas.
- P. Remove obstructions to depth of 6" below new construction and 8" below subgrade in other areas.
- Q. Support banks of excavations, where necessary, to protect people and property, using suitable combinations of shoring, sheet piling, bracing or other methods.
- R. If excavation goes beyond lines shown in details, CONTRACTOR shall use backfill conforming to materials specified herein and shall compact backfill to 95% or as otherwise directed by the CITY.
- S. Excavations shall be carried out to design depths.
- T. If excavation is carried beyond line or below grade, except as directed, or subgrade is made unsatisfactory by act or neglect of CONTRACTOR, they shall remove such unsatisfactory material. No extra payment will be made for replacement with satisfactory fill, or additional concrete, or other method as directed.
- U. CONTRACTOR shall provide adequate dust control during earthwork operations. Public ways shall be cleaned daily if required by intensity of the work, traffic, and weather.
- V. CONTRACTOR shall provide and maintain temporary barricades and traffic controls as required.
- W. Contractor shall install and maintain all erosion control measures in accordance with the Rhode Island erosion control manual.

3.02 CUTTING PAVEMENT

- A. Excavations made on pavement shall be made in a careful manner so as to cause the least amount of damage to the pavement. Roadway pavement in state highways, local roads, sidewalks, and easement having Class 1 and Class 2 bituminous concrete pavement shall be saw cut prior to trench excavation. Pavement and/or cement concrete will be cut six (6) inches either side of the maximum allowable trench width. Any damage to the cut line due to the excavations, backfilling, or removal of temporary pavement shall be recut to neat lines at no additional cost to the CITY prior to replacement of the specified finished pavement. The width of pavement removed shall be kept as narrow as practicable. Existing pavement and base course disturbed or damaged beyond the payment lines indicated shall be replaced by the CONTRACTOR to match existing pavement and base course, at no additional cost to the CITY.
- B. CONTRACTOR shall remove and dispose of existing bituminous concrete pavement as is necessary to perform work of this contract as indicated.
- C. CONTRACTOR shall saw cut, remove and dispose of concrete and bituminous pavement as is necessary to perform the work of this contract. Removal of concrete and bituminous

walks shall be performed in a neat manner at the nearest joint of the remaining walk pavement.

- D. Excavated pavement shall not be mixed with other excavated material which is to be used as backfill, and shall be removed immediately from the site of the work. This pavement may be reused as backfill so long as it is cold processed to a maximum dimension of two inches in any dimension and depth of processing is two to three times the depth of the existing bituminous concrete pavement and mixed to a homogeneous gradation.

3.03 ROCK EXCAVATION AND DISPOSAL

- A. Rock excavation shall mean removal and disposal of rock material as directed by CITY.
- B. It is not anticipated that rock shall be encountered. However, CONTRACTOR shall be paid for all rock encountered based on unit prices and items of rock (open/trench) stated elsewhere in this specification.
- C. All rock removal shall be in conformance with local and state authorities having jurisdiction over this work.
- D. Definition of "rock excavation" shall mean:
 - 1. Materials that cannot be removed without systematic drilling and blasting, such as rock material in ledges, or aggregate conglomerate deposits so firmly cemented as to possess the physical characteristics of solid rock.
 - 2. Concrete or masonry structures larger than one (1) cubic yard in volume, and not less than thirteen (13) inches in least dimension.
 - 3. Reinforced concrete larger than one (1) cubic yard in volume, with steel reinforcement.
 - 4. Boulders one (1) cubic yard or more in volume, sound rock material in ledges, bedded deposits and unstratified masses which cannot be removed without blasting.
- E. When, during excavation, material is encountered that CONTRACTOR may classify as rock excavation, such material shall be uncovered and CITY notified by CONTRACTOR. CONTRACTOR shall **not** proceed with excavation of this material until CITY has classified material as earth excavation or rock excavation. Failure on part of CONTRACTOR to uncover such material and notify CITY will cause forfeiture of CONTRACTOR's right of claim for payment of rock excavation.
- F. Blasted rock shall be removed from the site of the work and deposited in such areas as directed by the CITY or at locations selected by the CONTRACTOR with approval of the CITY.

- G. Soft or disintegrated rock or hardpan which can be removed with a hand pick or power operated excavating machines, or loose, previously blasted rock, will not be considered as rock excavation.
- H. Before blasting commences, the CONTRACTOR shall uncover all ledge to be removed. Elevations shall be taken by the CITY Engineering Division. After completing rock removal, elevations shall be taken again by the surveyor. Amounts of ledge removed will be agreed to by CONTRACTOR and CITY.
- I. CONTRACTOR shall develop cross sections to show and determine rock quantities for payment purposes. Cross sections shall be reviewed by the CITY.
- J. Prior to blasting, the CONTRACTOR shall obtain written permission and approval of method from local or other authorities having jurisdiction before proceeding with the work. Explosives shall be stored, handled and employed in accordance with state and local regulations or, in the absence of such, in accordance with the provisions of the Manual of Accident Prevention in Construction of the Associated General CONTRACTORS of America, Inc. In general, no blasting will be allowed within 100 feet of new construction or, in trenches, within 25 feet of laid utility piping. All blasting shall be well covered with heavy mats or timers chained together and the CONTRACTOR shall take great care to do no damage to existing buildings, foundations, and glazed areas. Any damage caused by the work of the CONTRACTOR shall be repaired to the full satisfaction of the CITY.
- K. Wherever rock is shattered below grade and is unfit for foundations, the shattered rock shall be removed and replaced as specified. No extra payment will be made for overbreak or backfill as required.

3.04 STRUCTURE FILL, BACKFILL AND COMPACTED FILL

- A. Fill, backfill and compact fills as necessary to complete the work, with suitable power equipment in accordance with the following, unless specifically indicated otherwise:
- B. Do not start work until fill material, fill areas, and equipment to be used in performing the work have been reviewed by the CITY and foreign materials have been removed.
- C. Loosen existing soil for a depth of 2" just prior to filling.
- D. Surfaces of new subgrades shall be left clean.
- E. Prior to placing fill, existing surface (subgrade) shall have been prepared as specified. When at proper moisture content, surface shall be compacted by rubber-tired roller compactor or drum type vibrator. Maximum thickness of layers measured before compaction shall be 8" for 10 wheel truck or rubber-tired roller compactor and 8" for drum type vibrator, or as otherwise specified. No fill material shall be placed on frozen soil, nor shall snow, ice or frozen earth be brought in as fill. Fill material shall not be placed on material which has been affected by frost or moisture.

- F. No fill materials shall be placed and spread in area within which roller or 10 wheel truck is being operated for compaction. In large areas, fill material shall be placed and spread in layers prior to compaction which will permit orderly pattern for operating compaction equipment. Except as otherwise provided, surface of fill in reach being constructed shall be maintained approximately level.
- G. Placement of fill shall be done in a manner to prevent contamination of selected granular fill by less suitable material being hauled by, or placed adjacent to, building area.
- H. Acceptable on-site material and/or off-site borrow shall be placed in successive, even, horizontal layers to a depth no greater than 8" loose measure for fills within the building areas. Stones larger than 4" shall be removed prior to compaction of each lift. Areas around foundations, walls, or other restrictions which are inaccessible to roller-compactors, shall have granular fill placed in layers to a depth not than 6". Stones larger than 3" shall be removed prior to compaction.
- I. After each layer of fill has been spread, cleared of large stones, and inspected, lift shall be compacted by not less than 4 complete coverages with specified roller, to percent maximum dry density specified, as determined by laboratory tests in accordance with ASTM D 698-66, and field tests in accordance with ASTM D 1556-64.
 - 1. Fill under structure foundations, 95 percent.
 - 2. Fill under lawn and planted areas, 90 percent.
 - 3. Fills under surfaced areas: Floors, areaways, gutter curbs, parking areas, walls, walks, terraces, steps, etc., 95 percent.
 - 4. Top 2' of fill under parking lots and roadways, 95 percent.
 - 5. Fills and backfills within 4' from outside of walls and fills not otherwise specified, 90 percent.
 - 6. In confined areas around piers, support posts and adjacent to building foundation walls, where fill cannot be compacted by equipment described above, compaction shall be performed by hand-operated power driven vibratory plate compactors of acceptable type, upon material spread in 8" layers as described above. Compaction shall attain the same relative density of 95 percent, as specified.
 - 7. Backfill or fill around pipes using hand tools to a point of 12" above pipe. Compact remainder of such fills using small tools such as power-driven tampers and vibrators, to suit fill materials.
 - 8. Keep power-driven, rider-operated spreading, compacting and other heavy equipment away from damaging in place structures, utilize temporary protection as required. Damaged structures, supports or other site improvements shall be reviewed by CITY, and manufacturer's representative. If warranties from

manufacturer cannot be maintained due to damages sustained, the CONTRACTOR shall replace damaged material with new at no extra cost to the CITY.

9. Where fill is placed around, or on, two sides of any structure, carry it up evenly. Avoid displacement or other damage to such structure.

3.05 COMPACTION EQUIPMENT

- A. CONTRACTOR shall use, for compaction of subgrade and fill in designated areas, equipment at number of coverages stipulated depending upon suitability of equipment for the work, as follows:
 1. Rubber-tired roller-compactor, having 4 wheels equipped with pneumatic tires of such size and ply as can be maintained at pressures between 80 and 100 psi with 25,000 lb. wheel load during rolling operation.

Roller-wheels shall be located abreast, and so designed that each wheel will carry approximately equal load in traversing over even ground. Spacing of wheels shall be such that distance between nearest edges of adjacent tires will not be greater than one-half width of one tire at operating pressure for 25,000 lb. wheel load.

Roller shall have body suitable for ballast loading such that load per wheel may be varied, if so directed, between 10,000 lb. and 25,000 lb. roller shall be towed at speeds not exceeding 20 miles per hour.
 2. Acceptable drum type vibratory compactor operating at not less than 2,000 vibrations per minute.
- B. In any event, regardless of equipment used, compaction of soil shall meet the relative densities stated in this sections.

3.06 PROJECT CONDITIONS

- A. "Dig-Safe" Damage Prevention System: All Contractors or Subcontractors performing drilling, boring, augering, jetting, sheeting or pile installation, demolition, excavation or like work shall, prior to commencement of these activities, contact utility companies having responsibility for underground transmission systems for information relative to locations of existing underground utilities and/or appropriate dig-safe damage prevention and notification agency.
- B. "OSHA" requirements shall be met and adequate protection measures shall be provided to protect workers and pedestrians passing by the site. Streets adjacent to the property shall be fully protected throughout the operations.
- C. Shoring, sheeting, and bracing and/or prefabricated trenching boxes shall be provided to prevent caving, erosion or gullyng sides of excavation.

- D. Provide for surface drainage and erosion control during the period of construction in a manner to avoid creating a nuisance to adjacent areas. Keep all excavations free of water during the entire progress of the work, regardless of the cause, source or nature of the water.

END OF SECTION

GLENLYON PARK & LYLE BOURNE PARK IMPROVEMENTS
BITUMINOUS CONCRETE PAVEMENT
AND SURFACE PREPARATION
SECTION 02600

SECTION 02600

BITUMINOUS CONCRETE PAVEMENT
AND SURFACE PREPARATION

PART 1.00 GENERAL

1.01 DESCRIPTION

A. Work included:

1. Provide all materials, equipment and labor necessary to furnish, place and compact bituminous concrete pavement as specified.
2. All work specified in this section shall conform to all applicable requirements for materials and construction methods of the Rhode Island Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
3. Preparation of the sub-base, base and/or surface as specified or directed prior to placement of bituminous concrete pavement, cross slopes shall not be less than 0.5% nor greater than 1.5%.
4. Raise, adjust and/or protect all manhole covers, catch basins, water boxes and shut offs and any other utility surface structures as necessary. This service shall be included within the price bid for Bituminous Concrete. No additional payment shall be made for this service.
5. Saw cutting at driveways and match points, with adequate depth for new Asphalt to match existing to assure a smooth transition between joints
6. Apply water and/or calcium chloride to prevent dust from being a nuisance to the public and/or workers.
7. Cleanup shall occur within 14 days after the wearing course has been installed.
8. Contractor shall be responsible to provide a fresh, clean saw cut joint, just prior to installing hot mix asphalt, against existing pavement. This will include the contractor performing a saw cut and removal of key just prior to paving operations, performing a saw cut days prior to paving and removal of said saw cut just prior to paving, or saw cutting and removal of material and provide a ramp on fabric for easy removal just prior to paving operations.

B. Related Work Specified Elsewhere:

1. Earthwork Section 02200

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C. Environmental Conditions

1. Bituminous plant mix **shall not be placed on any wet surface** or when the air temperature is below **38 degrees F.**, or when there is frost in the base, or when any other weather conditions prevent the proper handling or finishing of the bituminous mixtures.

PART 2.00 PRODUCTS

2.01 BITUMINOUS CONCRETE PAVEMENT

- A. 9.5MM Wearing course mix constructed to the thickness specified and shall conform to the relevant provisions of Section M.03.01 of the Rhode Island Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- B. 12.5MM Modified Binder course mix constructed to the thickness specified and shall conform to the relevant provisions of Section M.03.01 of the Rhode Island Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- C. Base Course mix constructed to the thickness specified and shall conform to the relevant provisions of Section M.03.01 of the Rhode Island Dept. of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.
- D. Materials shall be batched or drum mixed at a State approved plant. Material may be subject to testing at an approved testing facility, at the expense of the City, to insure materials meet standards.

2.02 WATER

- A. All water used for dust control shall be reasonably clear and free of harmful amounts of oil, salt, acid, alkalies, sugar, organic matter or other substances injurious to plant life or the establishment of vegetation.

2.03 CALCIUM CHLORIDE

- A. Calcium chloride for dust control shall conform to AASHTO M144.

PART 3.00 EXECUTION

3.01 PAVEMENT RECLAMATION

- A. This work shall consist of the rehabilitation of the existing pavement structure into a processed asphalt stabilized base (recycled) course. The existing pavement is to be mixed with a specified depth of the existing gravel base. This mixture of pavement and gravel is to be processed, blended, reshaped, rolled, compacted and fine graded in accordance with these Specifications and/or as directed. In areas where the contractor establishes new road grades, the contractor shall be solely responsible for the restoration at the direction of the

City Engineer, including loaming and seeding, additional driveway cutbacks, etc.

B. Reclaimed Base

All pulverized material shall pass the 3" sieve. The processed base shall meet the following gradation:

<u>SIEVE SIZE</u>	<u>% PASSING</u>
3"	100
1 ½"	70-100
¾"	50-
	85
#4	30-55
#200	2-12

A grain size distribution test of the pulverized material shall be furnished upon the request of the CITY.

- C. Reclamation will be by means of a traveling rotary reclaimer or equivalent machine capable of cutting through existing asphalt at depths up to 12 inches with one pass. The machine shall be self-propelled and equipped with an adjustable grading blade thus leaving its path generally smooth for traffic. Equipment such as road planers or cold milling machines which are designed to mill or shred the existing bituminous concrete rather than to crush or fracture it, are not considered capable of achieving specification gradation. The required and necessary action of the reclaimer will increase the percentage of fine aggregate. This machine is not intended for use on subbases with large boulders or ledge. Existing bituminous concrete and gravel base must be pulverized and mixed to form a homogeneous mass of uniformly processed base material which will bond together when compacted.
- D. Prior to the start of reclaiming operations, the Contractor shall locate and protect existing drainage, utility, and municipality structures, underground pipes, culverts, conduits, and other appurtenances. Where required structures shall be lowered to a minimum depth six (6) inches below the bottom of the proposed reclaimed base course. Lowered structures shall be covered with steel plates. The voids remaining after the structures have been lowered are to be filled with suitable material. The Contractor will be responsible for the coordination with the respective utility companies for the lowering and re-raising of privately owned structures and gate boxes. The reclaiming operation shall not begin until all structures and boxes are lowered and adequately protected.
- E. The Contractor is responsible to maintain drainage functioning properly in the areas under construction up to the time when the final system is put to use including erosion controls within the catch basins.
- F. The existing pavement shall be saw cut full depth within the areas where the adjacent surface is to be protected as directed by the City.

- G. The existing road pavement, driveway aprons and underlying material shall be pulverized to a minimum 6" depth. The pulverization shall blend the asphalt and base material into a homogenous mass, utilizing the asphalt from the existing pavement as a stabilizer to bond the material together when compacted.
- H. Water and calcium shall be added to insure optimum moisture content at time of compaction. They shall be applied at the rate of 0.25 pounds of calcium chloride per gallon of water per square yard or recycled pavement area. The mixing formula may be modified by the Engineer to compensate for temperature, humidity, weather and/or density determinations.
- I. The reclaimed material shall be shaped and graded to the lines and grades as directed by the City and compacted to a dense consolidated mass by rolling with a roller weighing not less than fifteen (15) tons. The finished surface shall be tested for smoothness and accuracy of grade and if any portions are found to lack the required smoothness or accuracy, such portions shall be repulverized, reshaped, recompacted and otherwise manipulated as the City may direct until the required smoothness and accuracy are obtained. The finished surface shall be such that it will not vary more than one quarter (1/4) of an inch from a ten (10) foot straight edge applied to the surface, parallel to or at right angles to the center line.
- J. Any required modifications to the remaining sub-base such as, but not limited to, cuts, fills, and grade realignment shall be made. Existing unsuitable material shall be removed to the lines and grades established by the City and replaced with suitable material, as determined by the City. All driveways shall be accessible at the end of the day by either ramping material or other approved means.
- K. Should the grade of the existing roadway, after pulverization, yield excess materials, the Contractor shall remove, haul and dispose at the Forbes Street Landfill of all such material as directed by the City. The City reserves the right to change disposal locations.
- L. The City will establish such general reference points as in its judgement will enable the Contractor to proceed with the work. The Contractor, at his own expense, shall provide all materials and equipment and such qualified helpers as the City may require for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The Contractor shall lay out all the Contract work from the above and shall be responsible for the accuracy of all lines, grades and measurements.
- M. The Contractor shall reclaim only that area of roadway that can be processed and compacted by the end of the same working day, at which time it must be opened to traffic, with the City's approval.
- N. **The Contractor shall pave the reclaimed roadway within seven (7) days after the commencement of the in-place recycling operations for each street. The CONTRACTOR must schedule the reclaiming and paving of the reclaimed roadway based upon weather forecasts.**

- O. Streets scheduled to be improved through pavement reclamation operations are listed in Appendix A.

3.02 COLD PLANING

- A. The work shall consist of preparing a foundation for the placement of 1.5" to 2" of bituminous surface course Class 9.5 by the removal of existing material using approved cold planing methods and approved equipment.
- B. The equipment to be used for removing the bituminous surface shall be a power operated planing machine capable of removing, in one pass, a layer of bituminous material 3" in depth. The depth of asphalt to be removed shall be over the entire width of the road (curb to curb) or as directed.
- C. The equipment shall be capable of accurately establishing profile grades by referencing either from the existing pavement, or from an independent grade control, shall have a positive means for removing excess material from the surface and prevent any dust resulting from the operation from escaping into the air. Special size equipment may be required for pavement removal directly adjacent to curbing, chatter strip, drainage and utilities structures.

The equipment furnished by the CONTRACTOR shall be in good repair and shall be maintained to produce a clean cut to the pavement at all times. Signage shall be installed where vertical joints exist alerting traffic to the bump. The vertical joint shall be filled to decrease the bump height. A new joint shall then be saw cut just prior to paving operations.

- D. The planed surface shall conform generally to the grade and cross section required and be free from being torn, gouged, shaved, broken or excessively grooved. The surface shall be free of imperfections of workmanship that will prevent the surface from being resurfaced with new pavement following this operation. Surface textures shall be rough grooved, and in all cases shall be acceptable to traffic at the end of each day.
- E. No asphalt cuttings shall remain on the project site at the end of each workday. Asphalt cuttings loosened and directed for removal shall become the property of the CONTRACTOR and shall be disposed of off-site by the CONTRACTOR at no additional cost to the City.
- F. The CONTRACTOR shall supply a power sweeper to pick up any loose debris from planing and sweep the entire street after the cold planing has been completed. The CITY will not supply a sweeper where the cold planing process is underway.
- G. Care shall be exercised in planing adjacent to roadway joints, face of curbing, chatter strip and utility structures. Special size planing equipment may be required for these areas for removal of existing bituminous pavement to require depth and profile.
- H. The CONTRACTOR shall be responsible for the protection of, and any adjustment required of utility structures during planing operations.

- I. Streets scheduled to be improved through cold planing operations are listed in Appendix B.
- J. The existing pavement shall be saw cut full depth within the areas where the adjacent surface is to be protected as directed by the City. The driveway aprons, first two feet from the gutter's edge, shall be removed after the milling operation has passed the driveways. Cutbacks shall be paved after the road is complete, but no longer than 48 hours after laying the wearing course.
- K. A leveling course shall be laid where directed by the City. The leveling course may be installed prior to or immediately before the surface course of hot mix is laid.
- L. **The Contractor shall pave the planed roadway within seven (7) days after the commencement of the cold planing recycling operations for each street. The CONTRACTOR must schedule the cold planing and paving of the reclaimed roadway based upon weather forecasts.**

3.03 ADJUSTMENT TO UTILITY STRUCTURES

- A. All utility gate boxes, and curb stops shall be carefully loosened from the surrounding material and adjusted to the final grade. The CONTRACTOR shall then carefully refill around the gate box and curb stop and hand tamp the fill to provide dense compaction. A concrete collar shall be installed around each utility box. If a utility gate box or curb stop is damaged due to improper construction techniques, it will be the CONTRACTOR'S responsibility to supply and set in place a new gate box or curb stop box to the satisfaction of the Utility Company and the CITY at no additional cost.
- B. If a utility gate box has a riser in it, the riser shall be removed and the box adjusted to the final grade. In cases where raising a box is impossible, only risers approved by the City shall be used. City-owned gate boxes may be raised with approved risers only with the approval of the City.
- C. Manhole and Catch Basin castings shall be reset to the proper line and grade by the removal or addition of bricks and mortar. **Risers shall not be used.** Drainage grates shall not be more than 3/4" lower than the new surface. The new asphalt surface shall be tapered to allow for maximum surface run-off into basins. Areas around catch basins, manholes, shut-offs, etc. shall be left no lower than 3/4" at the end of each work day.
- D. Any bricks, mortar, debris or foreign matter associated with adjustment operations which may drop into a manhole, catch basin or valve box structure shall be removed immediately. The CONTRACTOR shall be held responsible for any interference in flow for failure to remove and clean structures of fallen debris.
- E. Upon completion of each structure, including water gate boxes, it shall be cleaned of any accumulations of silt, debris or foreign matter of any kind and shall be kept clear of such accumulation until final acceptance of the work.

- F. The CONTRACTOR must maintain access to all catch basins and utility manholes at all times during construction operations.

3.04 BITUMINOUS PAVEMENT

- A. Paving shall be accomplished in accordance with the State of Rhode Island Standard Specifications for Road and Bridge Construction.
- B. The surface shall be clean of all dirt, packed soil or any other foreign material and shall be dry when spreading the bituminous mixture. The mixture shall be spread in courses as specified and to the amount required to obtain the compacted thickness and cross section shown on the design drawings. All surfaces shall pitch to drain easily.
- C. Asphalt concrete shall be applied with an approved self-propelled paver equipped with a berm attachment (a self-propelled spreader box is not considered an approved paver). The mixture shall be spread so that the surface is smooth and true to cross section, free from irregularities and of uniform density throughout. Binder and wearing surface thickness shall be per the City Engineer.
- D. On areas where irregularities, unavoidable obstacles and driveways make the use of mechanical spreading and finishing equipment impracticable, the mixture shall be placed as close to its final position as possible. It shall then be spread, raked and luted by hand tools in a manner which will minimize segregation and result in the required compacted thickness. This is not applicable for driveway aprons which shall be paved during the roadway pavement. No joints will be allowed in the gutter line.
- E. Immediately after the bituminous mixture has been spread, struck off and surface irregularities adjusted it shall be thoroughly and uniformly compacted by use of power-driven rollers, mechanically wetted and weighing not less than ten (10) tons or as approved by the CITY. Additional rolling by pneumatic tired roller shall be provided to finish all surface courses. The size and type of finish roller shall be as required and shall obtain the desired finishing product as determined by the CITY. Rolling shall proceed at uniform rate and continue until all roller marks, ridges, porous spots, and impressions have been eliminated; no further compression is possible; and the surface conforms with the specified lines and grades.
- F. Spreading by hand will be permitted in special patch areas (along curblines) provided that the material is immediately spread following delivery by means of hot shovels and hot rakes to uniform density and correct depth. If rolling is not practical, due to the proximity of curbstones, or other structures, the material may be compacted and the surface irregularities adjusted by use of mechanical tampers, hand tamping irons and hot smoothing irons. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture which shall be compacted to conform with the surrounding areas.
- G. CONTRACTOR shall sawcut driveways and match points at locations as directed by the CITY.

- H. **The CONTRACTOR shall apply the final bituminous surface course over the bituminous binder within fourteen (14) days after the binder course was applied. The CONTRACTOR shall be responsible for applying an asphalt tack coat on the binder course. This tack coat will be applied at no cost to the CITY.**
- I. Cross slopes of roads shall be a minimum of 1.5 % and a maximum of 3% and a 6-inch curb reveal shall be provided as part of the reclaiming, fine grading and pavement work unless otherwise directed by the CITY.
- J. A tack coat shall be applied to roadways requiring a 2-inch overlay.
- K. Driveway cutbacks shall be paved after the road is complete, but no longer than 48 hours after laying the surface course.

3.05 PATCHING

- A. Patching of all existing paving disturbed during the work shall be in accordance with the above specifications.
- B. All edges of existing paving to be matched shall be saw cut in accordance with Section 02200 and as detailed.

3.06 DUST CONTROL

- A. Either water or calcium chloride may be used for dust control as directed by the CITY. Dust control shall be the responsibility of the CONTRACTOR.

3.07 BITUMINOUS BERM

- A. Bituminous berm shall be installed per the standard detail in areas directed by the CITY. All areas behind the bituminous berm shall be loamed and seeded, the cost of which shall be included in the cost of the bituminous berm item (Item 18). The berm shall be installed at the same time as the top course of the roadway. The material cost shall be included in the cost of Bituminous pavement (item 1.a.). Item 18 shall be the cost to install the berm and restore the area adjacent to the berm.

3.08 GUARANTEE

- A. The CONTRACTOR shall maintain pavement under this contract during the guarantee period of one (1) year. Any ponding problems, cracking, etc.,
- B. that exist after the final surface course must be repaired/repaved by the CONTRACTOR by means of infrared technology leaving no seam at no cost to the CITY.

END OF SECTION

SECTION 02711

VINYL CLAD CHAIN LINK FENCING

PART 1.00 – GENERAL

1.01 DESCRIPTION OF WORK

- A. Provide all materials, equipment, and labor necessary to complete the work as indicated on the drawings or as specified herein.
- B. The principal work of this Section includes:
 - 1. Installation of approximately 360 linear feet of 10-foot high vinyl coated 9 gauge core fusion bonded class 2B chain link fencing around the perimeter of the tennis courts including two lockable 6' swing gates (12'+ opening), and two lockable 4 foot gates (4'+ opening) at two other corners (see plan). All work shall be performed by Premier Fence in coordination with Contractor
 - 2. Excavation for post bases.
 - 3. Add/Alt. Remove existing fence pole, fabric, gates, foundation bases etc., including the disposal of removed items.

1.02 REFERENCES

- A. ASTM STANDARDS
 - 1. A120 – Pipe, Steel, Black, and Hot-dipped zinc coated (Galvanized) welded and seamless, for ordinary use.
 - 2. A123 – Zinc (hot galvanized) coatings of products fabricated from rolled, presses and forged steel shapes, plates, bars and strips.
 - 3. F567 – Installation of chain – link fence
- B. Federal Standard (RS) RR-F-191 – Fencing, wire and post, metal.

1.03 SUBMITTALS

- A. Submit shop drawings and product data under provision of Section 01300, “Submittal and Substitutions. Submit shop drawings for fences and gates.
- B. Include layout, spacing of components, accessories, fittings, anchorages, and schedule of components.

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- C. Submit manufacturer's installation instructions under provisions of Section 01300, "Submittals and Substitutions".
- D. Under provisions of Section 01300, "Submittals and Substitutions", submit sample of fence fabric finish, color and gauges. Sample size to be 6" x 12" minimum.

PART 2 – PRODUCTS

2.01 MATERIALS

A. FABRIC

- 1. Vinyl-coated chain link fabric shall be No. 9 gauge core wire with a uniform square mesh measuring approximately two (2) inches between its parallel sides, woven with "Permafused" wire having a 9 gauge core which shall consist of a primed zinc coated steel to which seven (7) mil coating of Polyvinyl Chloride (PVC) has been bonded by the fusion method class 2B. The vinyl in the coating shall have a maximum specific gravity of 1.33, be evenly applied and free of blisters with the bond between the vinyl coating and the steel wire equal or greater than the cohesive strength of vinyl. The color of the coating shall be black. The minimum breaking strength of the coated core wire shall one thousand two hundred and ninety pounds (1290 lbs).
- 2. The fabric shall be installed opposite the playing side of the posts. The bottom of the fence fabric shall be three-quarters of an inch (3/4") plus or minus one-quarter (1/4") inch above the finished surface. Fabric shall be furnished with salvages knuckled on both edges. Ends of each wire strand shall be coated with vinyl at the factory during the weaving process.

B. LINE POSTS

- 1. The line posts for the chain link fence shall be 2 ½ inch O.D., (5.79 lbs/ft) black poly 40 weight (schedule 40) as shown on the plans.

C. FITTINGS

- 1. All fixed component parts, such as post tops, bands, connectors, boulevard clamps, and rail ends, shall be pressed steel (No Aluminum) vinyl coated on visible surfaces. Non-visible portions of steel or iron components not vinyl-coated must be coated with a zinc coating of not less than 1.8 ounces of zinc per square foot of

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uncoated surface. All threaded parts shall be coated in the field with a vinyl-based compound after installation. (No Aluminum)

D. TERMINAL, CORNER, ANGLE, AND GATE POSTS

1. Terminal, corner, angle, and gate posts shall be three inch (3") round black poly 40 weight vinyl coated steel weighing 7.58 pounds per lineal foot, unless otherwise shown. Fabric shall be attached to these posts by means of vinyl coated or fiberglass reinforced (40 minimum glass content) bar held in place by clips spaced approximately fifteen (15") inches apart.

E. TOP, MIDDLE, BOTTOM, AND CORNER BRACE RAILS

1. The top, middle, bottom, and corner brace rails shall be one and five-eighths inch (1 5/8") outside diameter vinyl-coated steel pipe, 40 weight, weighing 2.95 pounds per lineal foot. The top rail shall pass through openings provided in the vinyl-coated post tops and each length shall be coupled with a vinyl-coated sleeve seven (7") inches long. Fabric shall be attached to the top, middle and bottom rail by means of a double wrap of "Permafused" black vinyl coated 6 gauge aluminum tie wire spaced at intervals of approximately 15 inches. The bottom rail shall be attached to the corner and line posts using boulevard clamps or bands and rail and cups as appropriate.
2. Brace rails shall be 40 weight vinyl coated steel pipe and be installed between each terminal post and the next adjacent line post. Each brace rail shall have attachments for a 5/16-inch vinyl coated truss rod and turn buckle attachment.

F. COATING

1. The framework consisting of line posts, terminal posts, top rail, bottom rail, braces, and gate frames shall be "Permafused" with black poly (Polyvinyl Chloride (PVC)) coating. The thickness of the coating shall be 7 mils. The vinyl shall be plasticized and thoroughly compounded so there are no undispersed pigments, stabilizers, or other discrete particles present. The color shall match the fabric (black).

G. FENCE COLOR

1. Fence color shall be black.

H. GATES

1. Gate frame(s) shall be 1 5/8" black poly 40 weight welded at all joints. Hinges shall be heavy duty commercial box hinges. Gate shall include heavy duty fulcrum latch which is lockable.

2.02 CONCRETE MIX

A. CONCRETE

1. As specified in Section 03300

PART 3 – EXECUTION

3.01 FENCE INSTALLATION

- A. Install new fencing as indicated on drawings; accessories in accordance with ASTM F567.
- B. Provide dimensions as indicated and space line posts at intervals indicated.
- C. Excavate holes for concrete with vertical side in cylindrical form.
- D. Setting new posts:
 1. Remove loose and foreign materials from sides and bottom of holes, and moisten soil prior to placing concrete.
 2. Center and align posts.
 3. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation.
 4. Check each post for vertical and top alignment, and hold in position during placement.
 5. Top of concrete footing shall be four (4") inches below finished grade.
 6. Keep exposed concrete surfaces moist for at least seven (7) days after placement.
 7. Posts for gates shall be set in concrete bases to a depth of three (3') feet.
- E. CONCRETE STRENGTH

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1. Concrete shall be 3,000 psi. Allow concrete to attain at least seventy-five (75) percent of its minimum twenty-eight (28) day strength before rails, tension wire, and fabric are installed.
 2. Do not, in any case, install such items in less than seven (7) days after placement of concrete.
 3. Do not stretch and tension fabric and wire until concrete has attained its full design strength.
- F. Stretch fabric between terminal posts.
- G. Perimeter fencing on gates: Install fabric one (1) inch above finished grade.
- H. Provide top rail through line post tops and splice with seven (7) inch long rail sleeve.
- I. Fasten fabric to top rail, line posts, and bottom tension wire or bottom rail with black 6 gauge aluminum ties maximum fifteen (15) inches on centers.
- J. Install bottom tension wire stretched taut between terminal posts.
- K. Provide bottom rails where indicated.
- L. All fencing shall be protected from damage until accepted. Any damaged items shall be removed and replaced at no expense to the CITY. Repairing of damaged items will not be acceptable. Damaged items and waste material shall be disposed of off-site by the CONTRACTOR.

END OF SECTION

GLENLYON PARK AND LYLE BOURNE PARK IMPROVEMENTS
SECTION 02790
ASPHALT MULTI-PURPOSE COURT SURFACE COATING SYSTEM

SECTION 02790

ASPHALT MULTI-PURPOSE COURT SURFACE COLOR COATING SYSTEM

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Asphalt multi-purpose court surface color coating system.

1.2 RELATED REQUIREMENTS

- A. Section 02610 – Bituminous Pavement

1.3 REFERENCE STANDARDS

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) Rules of Tennis.
- C. National Basketball Association (NBA) Official Rules
- D. National Federation of State High School Associations (NFHS) Rule Book
- E. National Collegiate Athletic Association (NCAA) Rule Book

1.4 SUBMITTALS

- A. Comply with Section 01330 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer's product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer's color samples of color coating.
- D. Test Reports:
 - 1. Submit independent test results for solar reflectance index.
 - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
 - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer's Project References: Submit manufacturer's list of successfully completed asphalt basketball & multi-purpose court surface color coating system projects, including project name, location, and date of application.

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- G. Applicator's Project References: Submit applicator's list of successfully completed asphalt basketball & multi-purpose court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer's standard warranty.
- I. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications:
 - 1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt multi-purpose court surface color coating systems of similar type to that specified.
 - 2. United States owned company.
 - 3. Member: ASBA.
- B. Applicator's Qualifications:
 - 1. Applicator regularly engaged, for past 3 years, in application of multi-purpose court surface color coating systems of similar type to that specified.
 - 2. Employ persons trained for application of basketball & multi-purpose court surface color coating systems.
 - 3. Applicator must be authorized installer of the surfacing brand used.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Storage and Handling Requirements:
 - 1. Store and handle materials in accordance with manufacturer's instructions.
 - 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
 - 3. Store materials in clean, dry area indoors.
 - 4. Store materials out of direct sunlight.
 - 5. Keep materials from freezing.
 - 6. Protect materials during storage, handling, and application to prevent contamination or damage.
 - 7. Close containers when not in use.
 - 8. Retain manufacturer batch codes on each container and application dates, for warranty purposes.

1.7 AMBIENT CONDITIONS

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- A. Do not apply asphalt basketball & multi-purpose court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application.
- B. Do not apply asphalt basketball & multi-purpose court surface color coating system when rain is expected during application or within 24 hours after application.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website www.sportmaster.net. E-mail moreinfo@sportmaster.net.

All other brands must be pre-approved by the architect/owner, 7 days prior to the bid date. If submitting another brand, bidder must furnish copies of all submittal documents under section 1.4

2.2 MATERIALS

- A. Asphalt Basketball & Multi-Purpose Court Surface Color Coating System: SportMaster Color Coating System.
- B. Crack Sealant: SportMaster "Crack Magic".
 - 1. 100 percent acrylic emulsion elastomeric crack sealant.
 - 2. Seals cracks up to 1/2 inch wide in asphalt pavement.
 - 3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
 - 4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
- C. Crack Filler: SportMaster "Acrylic Crack Patch".
 - 1. 100 percent acrylic emulsion trowel-grade crack filler.
 - 2. Fills cracks in asphalt pavement up to 1 inch wide.
 - 3. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 10.0 percent.
 - b. Hiding Pigment: 0.2 percent.
 - c. Mineral Inert Fillers: 78.0 percent.
 - d. Film Formers, Additives: 1.8 percent.
 - e. Water: 8.5 percent.
 - 4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
 - 5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
 - 6. Color: [Green] [Neutral] [Red] [Blue].
- D. Patch Binder: SportMaster "Acrylic Patch Binder".
 - 1. 100 percent acrylic emulsion liquid binder.
 - 2. Mix on-site with sand and cement.
 - 3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
 - 4. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.

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- E. Filler Course: SportMaster "Acrylic Resurfacer".
 - 1. 100 percent acrylic emulsion resurfacer.
 - 2. Mix on-site with silica sand.
 - 3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
 - 4. Chemical Characteristics, by Weight, Minimum:
 - a. Acrylic Emulsion: 44.0 percent.
 - b. Hiding Pigment: 2.0 percent.
 - c. Mineral Inert Fillers: 5.0 percent.
 - d. Film Formers, Additives: 0.2 percent.
 - e. Water: 45.0 percent.
 - 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
 - 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
 - 7. Color: [Black] [Neutral].
- F. Color Coating: SportMaster "ColorPlus System".
 - 1. 100 percent acrylic emulsion coating.
 - 2. Mix on-site with silica sand and water.
 - 3. Color coats basketball & multi-purpose courts.
 - 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.
 - 5. Color: Blue courts, keys and center circle, Light Green other surfaces
- G. Line Markings Primer: SportMaster "Stripe-Rite".
 - 1. 100 percent acrylic emulsion primer, clear drying.
 - 2. Primes line markings and prevents bleed-under for sharp lines.
 - 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 38.0 percent.
 - b. Hiding Pigment: 0.0 percent.
 - c. Mineral Inert Fillers: 7.0 percent.
 - d. Film Formers, Additives: 1.5 percent.
 - e. Water: 50.0 percent.
 - 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
 - 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.
- H. Line Paint: SportMaster "Textured Line Paint".
 - 1. Pigmented, 100 percent acrylic emulsion line paint.
 - 2. Line marking on asphalt basketball & multi-purpose courts.
 - 3. Chemical Characteristics, by Weight, Nominal:
 - a. Acrylic Emulsion: 25.89 percent.
 - b. Pigment: 14.90 percent.
 - c. Mineral Inert Fillers: 13.12 percent.
 - d. Additives: 4.73 percent.
 - e. Water: 41.36 percent.
 - 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
 - 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
 - 6. Color: White.

PART 3 EXECUTION

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3.1 EXAMINATION

- A. Examine asphalt basketball & multi-purpose court surfaces to receive color coating system.
- B. Verify asphalt basketball & multi-purpose courts meet ASBA requirements.
- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

3.2 SURFACE PREPARATION

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt basketball & multi-purpose court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt basketball & multi-purpose court surface color coating system.
- D. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt basketball & multi-purpose court surface color coating system. Pressure wash entire surface.
- E. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- F. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- G. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- H. Ensure surface repairs are flush and smooth to adjoining surfaces.

3.3 APPLICATION

- A. Apply asphalt basketball & multi-purpose court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
 - 1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot repair.
 - 2. Apply 1 coat on existing acrylic surfaces with minimal repairs.

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- E. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.
- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

3.4 LINE MARKINGS

- A. Lay out court line markings in accordance with appropriate governing body:
 - a. USTA Rules of Tennis.
 - b. NBA Official Rules for professional basketball
 - c. NFHS Rules for high school basketball
 - d. NCAA Rules for college basketball
 - e. Other required game layout
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

3.5 PROTECTION

- A. Allow a minimum of 24 hours curing time before opening basketball & multi-purpose courts for play.
- B. Protect applied asphalt basketball & multi-purpose court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

END OF SECTION

SECTION 02989

MISCELLANEOUS WORK AND CLEAN UP

PART 1.00 – GENERAL

1.01 DESCRIPTION

A. Work Included:

Furnish all labor, materials, equipment and incidentals require to do all miscellaneous work and cleaning up not otherwise specified. The work of this Section includes, but is not limited, to the following:

1. Construction layout and grade of tennis courts, basketball courts, and pickleball courts play areas and all other necessary layout work.
2. Cleaning up the construction site.
3. All other work incidental to completing the project.

PART 2.00 – PRODUCTS

None this Section

PART 3.00 – EXECUTION

3.01 CLEAN UP

- A. The Contractor shall remove all construction material, excess excavation, equipment or other debris remaining on the job as a result of construction operations and shall 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

END OF SECTION