

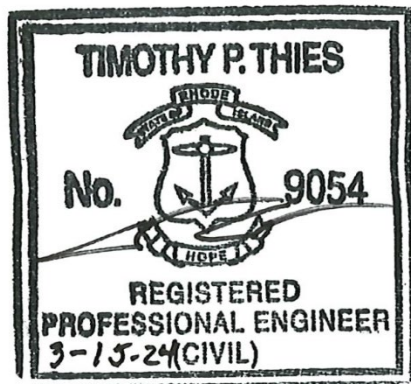
PROJECT MANUAL AND SPECIFICATIONS

Pare Project No. 24037.00

Hull Street Playground Drainage Improvements

Prepared for:

City of East Providence
Controller's Office
145 Taunton Avenue
East Providence, RI 02914



Prepared by:

Pare Corporation
8 Blackstone Valley Place
Lincoln, RI 02865

MARCH 2024

ISSUED FOR BIDDING

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**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**DIVISION 0
BIDDING AND CONTRACT REQUIREMENTS**



**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE
IMPROVEMENTS PROJECT
ADVERTISEMENT
REQUEST FOR PROPOSAL
RFP EP23/24-19
BID OPENING TUESDAY APRIL 9, 2024 AT 11:00AM**

The City of East Providence seeks sealed bids for improvements to the Hull Street playground, including regrading of the existing playground and athletic fields to increase surface drainage, installing a backstop netting along Grosvenor Avenue, installing a subsurface perimeter drain, and installation of a new irrigation system compatible with the existing controller. This project is being funded by Community Development Block Grant (CDBG) funds that require that all relevant federal and state regulations be adhered to such as prevailing wage rates for all construction activities. Specifications may be downloaded from the City's website <https://eastprovidenceri.gov/rfp>

One (1) original, two (2) copies of proposals, and (1) one thumb drive 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 **TUESDAY APRIL 9, 2024 at 11:00 AM**. The bids will be publicly recorded. Bids received with a time of 11:01 AM or later will be rejected. The outside envelope needs to be marked **RFP EP23/24-19**.

The City reserves the right to reject any/or all companies, to waive any informality in the proposal statement and to accept the proposal of any company based on what the City deems to be in its best interest.

Any questions regarding the RFP may be directed in writing to David Loring, P.E. of Pare Corporation at dloring@parecorp.com and Jessica Lamprey, Procurement Specialist at jlamprey@eastprovidenceri.gov no later than **TUESDAY APRIL 2, 2024 AT 4:00 PM**.

Equal Opportunity/Affirmative Action Employer

Jessica Lamprey
jlamprey@eastprovidenceri.gov



**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE
IMPROVEMENT PROJECT
BID FORM
REQUEST FOR PROPOSAL
RFP EP23/24-19
BID OPENING TUESDAY APRIL 9, 2024 AT 11:00AM**

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

A non-mandatory pre-bid conference will be held on **Tuesday March 26, 2024 at City Hall, 145 Taunton Avenue, East Providence, Conference Room 306 at 10:00AM**. Questions on the bid are due by **Tuesday April 2, 2024 at 4:00 PM**.

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

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

Bidder acknowledges receipt of the following addendum:

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

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

Bidder hereby agrees to begin work within ten (10) days after the date of the NOTICE TO PROCEED, unless otherwise specified or permitted by the CITY, and shall complete the work under the provisions of the Contract within 120 calendar days.

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

LIQUIDATED DAMAGES will be assessed at the rate of \$1,500.00 per day for each day beyond the contract length herein stipulated.

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

BIDDING FIRM: _____

NUMBER & STREET: _____

CITY/STATE/ZIP: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

TELEPHONE NO.: _____

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

(Partnership)
(Individual)

Composed of officers, partners
or owner as follows:

(President, Owner, Partner)

(Corporate Seal)

Item No.	Estimated Quantity	UOM	Brief Description	Unit Bid Price in Figures	Amount in Figures
1	1	LS	Mobilization and Demobilization		
2	1	LS	Field Renovation		
3	1	LS	Trench Drain Installation		
4	1	LS	Irrigation System Design and Installation		
5	1	LS	Sports Netting Installation		
Base Bid Price for Lines 1-5 in Figures					
Base Bid Price for Lines 1-5 in Words					

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS
INSTRUCTIONS TO BIDDERS**

SECTION 00100

The City of East Providence Standard Instructions to Bidders follow as Section 00100 of these Contract Documents.

END OF SECTION



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

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

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

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, Ralph Mitchell at rmitchell@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

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](mailto:to%20Controllers@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				
	5 Address (number, street, and apt. or suite no.) See instructions.				
	Requester's name and address (optional)				
	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 5 ²
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), ABL 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)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	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 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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.

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 00200

SPECIAL INSTRUCTIONS FOR BIDDERS

1. WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Scope: The scope of this project includes but is not limited to regrading of the existing fields to provide positive surface drainage to address stormwater ponding and flooding installation of a backstop netting along Grosvenor Avenue, installation of a subsurface perimeter drain, and installation of a new irrigation system that is compatible with the existing controller.
- B. Project Location: Hull Street Playground, 110-126 North Hull Street, City of East Providence, Rhode Island.
- C. The Owner hereby reserves the right, at any time, or from time to time, to order additions, deletions, or revisions in the work to be authorized through a written amendment (change order), which shall be subject to the provisions in General Conditions - Article 10.
- D. In accordance with the Community Development Block Grant from which this project is receiving funding, bidders must comply with Davis Bacon standards, as well as Section 3 HUD requirements. Davis Bacon Wage form can be found in Exhibit A, and HUD Section 3 Requirements can be found in Exhibit C.

2. CONTRACT PERIOD AND TERM OF AGREEMENT

- A. The overall contract period is one hundred twenty (120) calendar days from the date set in the Notice to Proceed. Substantial completion shall be ninety (90) days following the Notice to Proceed, and final completion shall be one hundred twenty (120) calendar days from the Notice to Proceed.
- B. The Bidder/Proposer must agree to commence work on or before a date to be specified in a written Notice to Proceed from the City and to fully complete the Project within 120 days of the start date specified in the Notice to Proceed. In the event that the Contractor fails to complete the work by the established end date, he agrees to pay the City all damages, which the City may suffer or incur, such as additional engineering, construction inspection and administrative expenses and any other consequential expenses for damages. The Director of Public Works will certify as to the damages incurred and the Contractor shall pay the City the amount thereof promptly on demand. In addition to the above, the Bidder agrees to pay as liquidated damages, the sum of \$1,500.00 a day for no fault of the City excessive delay of project beyond the date of completion established under the Contract.

3. OBLIGATION OF THE PROPOSER

- A. At the time of opening of Proposals, each Proposer will be presumed to have inspected the Specifications and Contract Documents (including all Addenda), which have been sent to the address given by such Proposer. The failure or omission of any Proposer to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall in no way relieve any Proposer from any obligation with respect to his Proposal.

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- B. Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to the Proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Owner, the Proposal will receive careful consideration.

4. TAX EXEMPTION

- A. Rhode Island Sales and Use Tax: Materials and equipment purchased for installation under this Contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the Proposer when preparing and submitting their Proposal.
- B. Rhode Island Sales Tax: The City of East Providence is exempt from the payment of Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.
- C. Federal Excise Taxes: The City of East Providence is exempt from the payment of any excise or federal transportation taxes. Prices submitted must be exclusive of taxes and will be so construed.

5. LABOR REGULATIONS

- A. The following paragraphs regarding labor regulations shall be included and become part of these Contract Documents:
1. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS).
 2. The successful Proposer will be required to comply with the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor Regulations (29 CFR, Part 5).
 3. The successful Proposer will be required to comply with the Safety and Health Regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
 4. The successful Proposer will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).
- B. Proposers must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive an award of the Contract.
- C. Additional labor requirements, such as prevailing wage requirements and minority and woman-owned business participation, are stipulated in the Contract Documents.

6. ADDENDA AND INTERPRETATIONS

- A. No interpretation of the meaning of the Contract Documents will be made to any Proposer orally. Every request for such interpretations should be in writing and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the Proposals. Requests for interpretation shall be made to the attention of David Loring, P.E., and sent via email to dloring@parecorp.com.

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- B. Any and all interpretations, and supplemental instructions, which, if issued, will be mailed by regular mail or emailed to all prospective Proposers (at the respective address furnished by the Proposer for such purpose), not later than forty-eight (48) hours prior to the date fixed for the opening of Proposals (unless such addenda postpones the opening of Proposals). Failure of the Proposer to receive any such addendum or interpretations shall not relieve any Proposer from obligation under this Proposal as submitted. All addenda so issued shall become part of the Contract Documents.

7. PREVAILING WAGES

- A. In accordance with Rhode Island General Law 37-13-7, contracts in *excess of \$1,000* shall require compensation of all personnel based on *prevailing wages* for craftsmen, teamsters, and laborers engaged in construction, alteration and/or repair, painting and decorating. The rates are available from the Rhode Island Department of Labor at (401) 462-8580, or access on the web: www.access.gpo.gov/davisbacon/allstates.html for the State forms. The selected Contractor shall be required to submit monthly certified payroll reports throughout the project, as required herein.

8. PERFORMANCE BOND

- A. In accordance with Rhode Island General Law 37-13-14, bidders/proposers for public works/public building contracts in *excess of \$5,000 shall furnish a performance bond, upon conditional award of the contract*, at 100% of the contract price, conditioned upon the faithful performance of the contract. A Labor and Materials Bond, at full contract value, is required upon conditional award of the contract.

END OF SECTION

**CITY OF EAST PROVIDENCE
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HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 00400

SUPPLEMENTS TO BID FORM

To: City of East Providence Controllers Office
Attn: Procurement Specialist
East Providence City Hall, Room 103
145 Taunton Avenue
East Providence, Rhode Island 02914

Project: City of East Providence Public Works Department
Hull Street Playground Drainage Improvements
March 2024
Pare Project No. 24037.00
City of East Providence RFP No. EP23/24-19

Date: _____

Submitted by:
(full name) _____

(full address) _____

In accordance with Section 00100 – Standard Instructions to Bidders, Section 00200 – Special Instructions to Bidders, and Section 00310 - Bid Form, we include the Supplements to Bid Form appendices listed below. The information provided shall be considered an integral part of the Bid Form. These appendices are as follows:

Appendix A: Subcontractors: Include the names of all subcontractors, including qualifications and experience and the portions of the work they will perform.

Appendix B: Qualifications of Bidder

Appendix C: Debarment & Suspension Certification

END OF SECTION

CITY OF EAST PROVIDENCE
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APPENDIX A

Herewith is the list of Subcontractors referenced in the Bid submitted by:

(Bidder)

City of East Providence
(Owner)

dated _____ and, which is an integral part of the Bid Form.

The following work will be performed (or provided) by the following Subcontractors, and coordinated by us:

SECTION OF WORK	NAME
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach a listing of relevant qualifications and experience on similar projects.

APPENDIX B

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Supplements to Bid Form
00400 - 3

APPENDIX C

DEBARMENT & SUSPENSION

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have a government-wide effect. (b) Activities covered by this Order include but are not limited to grants, cooperative agreements, contracts of assistance, loans, and loan guarantees. (c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Section 2. To the extent permitted by law, Executive departments and agencies shall: (a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs. (b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5. (c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Section 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

**CITY OF EAST PROVIDENCE
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Section 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Section 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Section 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Section 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

Additional References

C 40 C.F.R. Part 32: EPA Regulations on Debarment and Suspension.

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

In accordance with Executive Order 12549, the prospective primary participant certifies to the best of his /her knowledge and belief, that its principles:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 00500

CONTRACT AGREEMENT

A sample Contract for this project follows.

END OF SECTION



This Contract (the “Contract”) is made and entered into by and between The City of East Providence, (the “City”) and [REDACTED] (the “Contractor”). This Contract shall become effective on the date it is executed by the last party to execute it (“the Effective Date”).

This Contract is for a project identified as City of East Providence Hull Street Playground Drainage Improvements #EP23/24-19.

For and in consideration of the mutual promises, covenants and agreements set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

ARTICLE 1

THE WORK OF THIS CONTRACT

The Contractor shall execute the entire work described in the Contract Documents, within 400 calendar days from date of signed contract except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

ARTICLE 2

DOCUMENTS INCORPORATED BY REFERENCE

This Contract includes the plans and specifications by Pare Corporation dated March 2024 as identified thereon for the Hull Street Playground Drainage Improvements, City’s Request for Proposal issued March 19, 2023, all of which are hereby incorporated herein by reference and made a part hereof. Change Orders issued hereafter, and any other amendments executed by the City and the Contractor, shall become and be a part of this Contract. Documents not included or expressly contemplated in this Article 2 do not, and shall not, form any part of this Contract.

ARTICLE 3

REPRESENTATIONS OF THE CONTRACTOR

In order to induce the City to execute this Contract and recognize that the City is relying thereon, the Contractor, by executing this Contract, makes the following express representation to the City.

- (A) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;
- (C) The Contractor has received, reviewed and carefully examined all the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction;
- (D) The Contractor is familiar with all Federal, State, municipal, and department laws, ordinances, orders, and regulations which may in any way affect the work of those employed therein, including, but not limited to, any special acts relating to the work or the Project of which it is a part; and
- (E) The Contractor is aware of the hazards involved in the work and the danger to life and property both evident and inherent, and that the Contractor will conduct the work in a careful and safe manner without injury to persons or property.

ARTICLE 4

INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:

- (A) This Contract, together with the Contractor's and Surety's performance in the total amount of the project cost and payment bonds for the Project, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents not incorporated herein pursuant to Article 2;
- (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;

- (E) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the City of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the City of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. HOWEVER, THE CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents, as no such representations or warranties have been or are hereby made; and
- (F) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
- (1) As between drawings and specifications, the specifications shall govern;
 - (2) As between figures given on plans and scaled measurements, the figures shall govern;
 - (3) As between this document and the plans or specifications, this document shall govern.

ARTICLE 5

OWNERSHIP OF DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up this Contract, and each of them, as well as any other documents furnished by the City, shall remain the property of the City. The City shall provide the Contractor with a sufficient number of copies of the complete Contract as the City determines is necessary. The Contractor shall have the right to keep the Contractor's executed set; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the City's prior written authorization. All sets in usable condition, with the exception of the Contractor's executed set, shall be returned to the City at the completion or cessation of the work or termination of the Contract.

ARTICLE 6

CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of the required 100% Performance Bond and Certificate of General Liability insurance coverage of \$1,000,000, as well as Workers' Compensation Insurance as required by the State of Rhode Island for itself and any of its employees;
- (C) The provision and furnishing, and prompt payment of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project; and
- (D) The creation and submission to the City of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the City upon final completion of the Project and receipt of same by the City shall be a condition precedent to final payment to the Contractor.

ARTICLE 7
TIME FOR CONTRACTOR'S PERFORMANCE

- (A) The Contractor shall commence the performance of this Contract within ten (10) calendar days after the Notice to Proceed and shall diligently continue its performance to and until final completion of the Project (subject to a winter shutdown period if necessary as provided for in Article 8 Paragraph (L)). The Contractor shall accomplish Substantial Completion of the Project on or before the date established pursuant to Paragraphs (K) and (L) in Article 8;
- (B) The Contractor shall pay the City the sum of \$1,500 Dollars per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. When the City reasonably believes that Substantial Completion will be inexcusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the City has withheld payment, the City shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;
- (C) The term "Substantial Completion", as used herein, shall mean that point as determined by the City at which the Project is at a level of completion in strict compliance with this Contract such that the City or its designee can enjoy beneficial use or occupancy and can use or operate in all respects, for its intended purpose. Partial use or occupancy of the

Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion; and

- (D) All limitations of time set forth herein are material and are of the essence of this Contract.

ARTICLE 8
PAYMENTS TO CONTRACTOR

- (A) The City shall pay, and the Contractor shall accept, as full and complete payment for the Contractor's timely performance of its obligations hereunder, the Contract Sum of _____ (\$ _____) total for the completion of work of the City of East Providence Hull Street Playground Drainage Improvements at the price set forth in this Paragraph 8 shall constitute the Contract Price, which shall not be modified except by Change Order as provided in this contract;
- (B) The City shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 8. On or before the 15th day of each month after commencement of performance, but no more frequently than one monthly, the Contractor may submit a Payment Request for the period ending the 31st day of preceding the month. Said Payment Request shall be in such format and include whatever supporting information as may be required by the City. Certified payroll must be submitted on the U.S. Department of Labor, Wage and Hour Division with each payment request. No payment will be made unless they are, at a minimum, consistent with the prevailing wage rates provided in the RFP dated March 19, 2024. Any subcontractors must also submit certified payrolls and at a minimum, be consistent with the prevailing wage rates. Each Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the City shall review the Payment Request and may also review the work at the project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The City shall approve in writing the amount which, in the opinion of the City, is properly owing to the Contractor. The payment of the Contractor's invoice will be made no later than thirty (30) days after the receipt of the invoice subject to the above. The Contractor shall submit progress invoices dated the last day of the month. These invoices will be submitted on G702 and G703 (AIA-approved) documents;
- (C) The City will retain a percentage of the progress or monthly payments claimed, including approved change orders. The retainage shall remain at five percent (5%) until seventy-five percent (75%) of the Contract is complete, as determined by the City. At that time if the City decides the Contractor is making adequate progress, the City may reduce retainage to two and one-half percent (2.5%) of the dollar value of all work satisfactorily completed to date, including change orders. Any further reduction in the retainage amount shall be at the City's discretion. The retainage shall be paid by the City to the

Contractor within ninety (90) days of the date the work is accepted by the City unless a dispute exists with respect to the work;

- (D) Upon Substantial Completion, the City may reduce the amount of retainage to the final retainage of 2.5% of the dollar value of all work satisfactorily completed to date, including approved change orders plus an additional retainage based on the City's estimate of the fair value of any punch list items and the cost of completing and/or correcting such incomplete or defective items or work. As these items are completed or corrected, they shall be paid for out of the retainage until Final Completion and Acceptance of Work is declared by the City. The final (2.5%) retainage shall be paid to the Contractor by the City within ninety (90) days of the date the work is accepted by the City unless a dispute exists with respect to the work;
- (E) Upon Final Completion and Acceptance of the Work, the City shall issue a certificate attached to the final payment request stating that the Work has been accepted by the City under the conditions of the Contract Documents. The entire balance to be due the Contractor shall be paid to the Contractor within ninety (90) days of Final Completion and Acceptance of Work;
- (F) When payment is received from the City, the Contractor shall immediately pay all subcontractors, material men, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the City becomes informed that the Contractor has not paid a subcontractor, material man, laborer, or supplier as provided herein, the City shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, material man, laborer, or supplier as joint payees. Such joint check procedure, if employed by the City, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the City to repeat the procedure in the future;
- (G) Neither payment to the Contractor, utilization of the Project for any purpose by the City, nor any other act or omission by the City shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;
- (H) The City shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
 - (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;
 - (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 - (3) The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;

- (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the City or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the City.

In the event that the City makes a written demand upon the Contractor for amounts previously paid by the City as contemplated in this paragraph, the Contractor shall promptly comply with such demand.

- (I) When Substantial Completion has been achieved, the Contractor shall notify the City in writing and shall furnish to the City a listing of those matters yet to be finished. The City will thereupon conduct an inspection to confirm that the work is in fact substantially complete. Upon its confirmation that the Contractor's work is substantially complete, the City will so notify the Contractor in writing and will therein set forth the date of Substantial Completion. If the City, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the City from any payment then or thereafter due to the Contractor;
- (J) When the Project is finally complete and the Contractor is ready for final inspection, it shall notify the City thereof in writing. Thereupon, the City will perform a final inspection of the project. If the City confirms that the project is complete in full accordance with this Contract and the Contractor has performed all of its obligations to the City hereunder, the City will furnish a final Approval for Payment certifying that the project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the City is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the City from the Contractor's final payment;
- (K) The Contractor is to begin work within ten (10) days after the date of the Notice to Proceed and shall complete the work within 120 consecutive days of notification of each assignment. If the Contractor fails to complete the work as set forth in this paragraph 8(L), the Contractor shall pay the City the sum of \$1,500.00 per day for each and every calendar day of unexcused delay in completing the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at

or before the time of executing this Contract. When the City reasonably believes that the date of completion will be un-excusably delayed, the City shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the City to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving completion of the work, or any part thereof, for which the City has withheld payment, the City shall promptly release the Contractor those funds withheld, but no longer applicable, as liquidated damages;

- (L) The time for completion noted above has been developed upon the assumption that the work may be suspended during winter shutdown if necessary. Winter shutdown shall be determined by the Director of Public Works for the City of East Providence. The time period specified for completion of the work in Paragraph (K) above shall be suspended during such winter shutdown. The contractor shall plan on the winter shutdown period based upon these dates unless otherwise directed by the City. The winter shutdown dates are subject to change depending upon weather conditions. The City shall notify the Contractor in writing if there is a change in the winter shutdown period due to weather, environmental or other conditions which preclude the work from being executed in accordance with these documents; and
- (M) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contract shall furnish to the City, in the form and manner required by the City:
 - (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
 - (2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;
 - (3) If applicable, consent(s) of surety to final payment;
 - (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout.

ARTICLE 9

MUNICIPAL POLICE TRAFFIC CONTROL

The cost of municipal police traffic control shall be paid in accordance with RIGL §37-12-10. The Contractor shall be responsible for scheduling municipal police officers for traffic control purposes through the police department. If traffic control assignments are cancelled without twenty-four (24) hours' notice, the Contractor is responsible to pay the

City of East Providence for the hours police officers would have worked it if had not been for the untimely cancellation of the assignment. The City at its sole discretion may require such scheduling to be pre-approved by the Public Works Department. The Contractor is responsible for all highway safety equipment for traffic control purposes including but not limited to proper signage and traffic cones.

ARTICLE 10

CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, the City may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the City and shall not proceed further until the cause for the City's instruction has been corrected, no longer exists, or the City instructs that the work resume. In the event the City issues instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) calendar days of receipt of same to provide adequate assurance to the City that the cause of such instructions will be eliminated or corrected, then the City shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the City. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the City may have against the Contractor.

ARTICLE 11

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the City:

- (A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 4(E) which are by reference hereby incorporated in this Subparagraph 10(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the City and the Architect, the Contractor shall be responsible for such work and pay the cost of correcting same;
- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high

quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;

- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- (F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel;
- (G) The Contractor shall keep an updated copy of this Contract at the Project site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the City at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the City and shall become the property of the City;
- (H) The Contractor shall maintain the Project site in a reasonably clean condition during the performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment; and
- (I) At all times relevant to this Contract, the Contractor shall permit the City to enter upon the Project site and to review or inspect the work without formality or other procedure.

ARTICLE 12

DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CITY

- (A) Except for permit fees which are the responsibility of the Contractor, the City shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, and services performed pursuant to the Contract;
- (B) If the Contractor fails to correct work which is not in accordance with the requirements of the contract, and persistently fails to carry out the work in accordance with the Contract, the City, by a written letter, may order the Contractor to stop all work, or any portion thereof, until the cause of such order has been eliminated; however, the right of the City to stop the work shall not give rise to a duty on the part of the city to exercise this right for the benefit of the Contractor or any other person or entity; and
- (C) Upon completion and acceptance of the work, the City shall issue a certificate attached to the final payment request that the work has been accepted by the City under the conditions of the Contract.

ARTICLE 13
“OR EQUAL” CLAUSE

- (A) Whenever a material or article required is specified or shown on the drawings by using the name of the proprietary product of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design may be considered equal and satisfactory providing the material or article so proposed is of equal substance and function in the City’s opinion. It shall not be purchased or installed without the City’s written approval. In all cases, new material shall be used in the project; and
- (B) If more than one brand, make of material, device, or piece of equipment is shown or specified, each should be regarded as the equal of the other. Any other brand, make of material, device, or equipment, which in the opinion of the City or its Authorized Representative, is the recognized equal of that specified (considering quality, workmanship and economy of operation), and is suitable for the purpose intended, may be accepted.

ARTICLE 14
INDEMNITY

The Contractor shall indemnify and hold the City harmless from any and all claims, liability, damages, loss, cost and expense of every type whatsoever including, without limitation, attorney’s fees and expenses, in connection with the Contractor’s performance of this Contract, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or loss or destruction of tangible property (other than the work itself), including loss of use resulting therefrom, to the extent caused by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the City.

ARTICLE 15
CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the City are subject to the following terms and conditions:

- (A) All Contractor claims against the City shall be initiated by a written claim submitted to the City. Such claim shall be received by the City no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and the same shall set forth in detail all known facts and circumstances supporting the claim;
- (B) The Contractor and City shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;
- (C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either

upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the City having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the City written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give written notice and make the claim as provided by this Subparagraph 15(c) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition;

- (D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the City therefor, the Contractor shall strictly comply with the requirements of Subparagraph 15(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or change work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;
- (E) In connection with any claim by the Contractor against the City for compensation in excess of the Contract Price, any liability of the City for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The City shall not be liable to the Contractor for claims of third parties including subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction; and
- (F) In the event the Contractor shall be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the City or someone acting in the City's behalf, or by City-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the City upon the written claim of the Contractor to the City. A task is critical within the meaning of this Subparagraph 15(A) if, and only if, said task is on the critical path of the Project schedule so that delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 15(A) above. If the Contractor fails to make such claim as required in this Subparagraph 15(F), any claim for an extension of time shall be waived.

ARTICLE 16

SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the City, in writing, those parties intended as subcontractors on the Project. The City shall, in writing, state any objections the City may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the City objects. The Contractor shall not award work to a subcontractor(s) in excess of fifty (50) percent of the

Contract Price, without prior written approval of the City. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the City against the Contractor herein. Nothing contained in this Contract shall create any contractual relation between any subcontractor and the City.

ARTICLE 17

SECTION 3 REQUIREMENTS

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701-u (Section 3). The purpose of Section 3 is to ensure that economic opportunities, and most importantly, employment is generated by HUD financial assistance. HUD-assisted Section 3 Project employment opportunities shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent. For more information refer to the Section 3 requirements at the end of this document, and in Exhibit C.

ARTICLE 18

WAGE RATES

- (A) There shall be paid to each laborer or mechanic of the Contractor or subcontractor engaged in the work on the Project under this Contract in the trade or occupation, an hourly wage rate pursuant to the Davis-Bacon Act Prevailing Wage General Decision "General Decision Number: RIXXX dated XXX" regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. The wage decision, Davis-Bacon compliance materials, and the U.S Certified Pay Roll form is included as Exhibit A;
- (B) If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the Contract, such person shall be paid at not less than a rate to be determined by the same authority which established the other wage rates for this Contract. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the City of his intention to employ persons in trades or occupations not classified in sufficient time for the City to obtain approved rates for such trades or occupations;
- (C) The foregoing specified wage rates are minimum rates only, and the City will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract, shall be adjusted by the Contractor; and
- (D) Except as may otherwise be required by law, all claims and disputes pertaining to the classification of labor employed on the Project under this Contract, shall be decided by the City's governing body or other duly designated official.

ARTICLE 19
CHANGE ORDERS

One or more changes to the work within the general scope of this Contract, may be ordered by Change Order. The Contractor shall proceed with any such changes, and the same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order shall mean a written order to the Contractor executed by the City after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof. Said change orders must be approved by the City Manager on behalf of the City;
- (B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
 - (1) By mutual agreement between the City and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order; or,
 - (2) If no mutual agreement occurs between the City and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Any such costs or savings shall be documented in the format, and with such content and detail as the City requires.
- (C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the City for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order; and
- (D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the City, the Contractor's surety or law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the City that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE 20
DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- (A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the City, such work shall be uncovered and displayed for the City's inspection upon request, and shall be reworked at no cost in time or money to the City;
- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 19(A) above, it shall, if directed by the City, be uncovered and displayed for the City's inspection. If the uncovered work conforms strictly with this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the City. Otherwise, such costs shall be borne by the Contractor;
- (C) The Contractor shall, at no cost in time or money to the City, correct work rejected by the City as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the City for all testing, inspections and other expenses incurred as a result thereof;
- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the City; and
- (E) The City may, but in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the project had it not been constructed in a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the City for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the City, pay the City such remaining compensation for accepting defective or nonconforming work.

ARTICLE 21
TERMINATION BY THE CONTRACTOR

If the City repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance of this Contract by written notice to the City. In such event, the Contractor shall be entitled to recover from the City as though the City had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 22(A) hereunder.

ARTICLE 22
CITY'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

- (A) The City shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the City, the Contractor shall immediately comply with same; and
- (B) In the event the City directs a suspension of performance under this Paragraph 21, through no fault of the Contractor, the City shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:
- (1) demobilization and remobilization, including such costs paid to subcontractors;
 - (2) preserving and protecting work in place;
 - (3) storage of materials or equipment purchased for the Project, including insurance thereon;
 - (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

ARTICLE 23
TERMINATION BY THE CITY

The City may terminate this Contract in accordance with the following terms and conditions:

- (A) The City may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The City shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the City or designee. The Contractor shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the contractor shall be compensated as follows:
- (1) The Contractor shall submit a termination claim to the City specifying the amounts due because of termination for convenience together with costs, pricing or other data required by the City. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay

the Contractor, an amount derived in accordance with Subparagraph (3) below;

- (2) The City and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
- (3) Absent agreement to the amount due to the Contractor, the City shall pay the Contractor the following amounts:
 - a) Contract prices for labor, materials, equipment and other services accepted under this contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for job site overhead and profit thereon (such profit shall not include the anticipated profit or consequential damages); provided however, that if it appears that the Contractor would not have profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 18(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 18(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- (B) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment, and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the City, in addition to any rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the City for cause pursuant to this Subparagraph 22(B) and is subsequently determined by a Court of

competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 2(A) and the provision of Subparagraph 22(A) shall apply.

ARTICLE 24 **INSURANCE**

The Contractor shall carry and maintain the following insurance coverage at his own expense and add the City of East Providence as an additionally insured

- (A) 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 thirty 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.

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.

- (B) Contractor's Liability Insurance.
Liability insurance shall include all major divisions of coverage and be on a comprehensive general liability basis including:
- Premises - Operations (including X-C-U)
 - Independent Contractor's protective
 - Products & completed operations
 - Blanket Contractual
 - Owned, non-owned and hired motor vehicles
 - Broadform coverage for property damage (including explosion, collapse and underground).

- (C) The insurance required by this Subparagraph (b) shall be written for not less than the following, or greater if required by Law:
- (1) Workers' Compensation:
 - a. State of Rhode Island - Statutory
 - b. Employer's Liability
 - (2) Comprehensive General Liability (including Premises Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):
 - (a) Bodily Injury:
 - \$1,000,000 - Each Occurrence
 - \$1,000,000 - Annual Aggregate
 - (b) Property Damage:
 - \$1,000,000 - Each Occurrence
 - \$1,000,000 - Annual Aggregate
 - (c) Products & Completed Operations to be maintained for one (1) year after final payment.
 - (d) Property Damage Liability Insurance will provide X, C, or U coverage as applicable.
 - (3) Contractor's Liability:
 - (a) Bodily Injury:
 - \$1,000,000 - Each Occurrence
 - (b) Property Damage:
 - \$1,000,000 - Each Occurrence
 - \$1,000,000 - Annual Aggregate
 - (4) Personal injury, with Employment Exclusion deleted:
 - \$1,000,000 Annual Aggregate
 - (5) Comprehensive Automobile Liability:
 - (a) Bodily Injury:
 - \$ 500,000 - Each Person
 - \$1,000,000 - Each Occurrence
 - (b) Property Damage:
 - \$1,000,000 - Each Occurrence
 - (6) Property Insurance:

The Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Subcontractors in the Work shall insure against the perils of fire and extended coverage and shall include "all-risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief.

(D) Insurance Covering Special Hazards:

Special hazards shall be covered by rider or riders to the Public Liability and Property Damage Insurance policy or policies herein above required to be furnished by the Contractor or by separate policies of insurance in the amounts stated in Paragraph 5(C).

- (1) Property Damage Liability arising out of the collapse of or injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- (2) Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery, or power transmitting equipment.
- (3) Property Damage Liability for injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property, or any apparatus in connection therewith below the surface of the ground arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting there from.
- (4) The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

(E) "ALL-RISK" Insurance:

The Contractor shall acquire and maintain "All Risk" type Builder's Insurance. This insurance shall be in an amount equal to 100% of the insurable portion of the Project, and shall be for the benefit of the City, the Contractor, and each subcontractor as their interest may respectively appear.

ARTICLE 25
SURETY BONDS

The Contractor shall be licensed to do business in the State of Rhode Island and shall furnish separate performance and payment bonds to the City. Each bond shall set forth a penal sum in an amount of not less than the Contract Price. Each bond furnished by the Contractor

shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably acceptable to the City.

ARTICLE 26 **PATENTS**

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights, and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss on when a particular process, design, or product of a manufacturer(s) is specified. However, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the City.

ARTICLE 27 **APPRENTICES**

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

ARTICLE 28 **ASSIGNMENTS**

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

ARTICLE 29 **APPLICABLE LAW**

The law is hereby agreed to be the law of the State of Rhode Island.

ARTICLE 30
SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such party in connection with all terms and conditions of this Contract.

CITY

The City of East Providence
East Providence, RI 02914

CONTRACTOR

By:

By:

(Signature)

(Signature)

ROBERTO L. DASILVA, Mayor
(Printed Name and Title)

(Printed Name and Title)

(Date of Execution)

(Date of Execution)

Section 3 Requirements

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701-u (Section 3).

The purpose of Section 3 is to ensure that economic opportunities, and most importantly, employment is generated by HUD financial assistance. HUD-assisted Section 3 Project employment opportunities shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) In accordance with the requirements of 24 CFR 75.19, the Contractor agrees to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations that the

Contractor shall ensure that employment and training opportunities arising in connection with the

Section 3 Project are provided to Section 3 Workers within the East Providence area where the

Section 3 Project is located. Where feasible, priority for opportunities and training described in this section should be given to:

Section 3 Workers residing within the East Providence area and/or the neighborhood of the project, and

Participants in YouthBuild Programs. The Contractor further agrees to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, that priority contracting opportunities should be given to Section 3 Business Concerns that provide economic opportunities to Section 3 workers residing within the service area of the neighborhood of the project, and YouthBuild Programs.

The Contractor agrees to include a Section 3 requirements clause in every subcontract for a Section 3 project. The Contractor understands it must require subcontractors to meet the requirements of 24 CFR Part 75 regardless of whether the Section 3 language is included in subcontracts, and agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations 24 CFR Part 75.

The Contractor will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the benchmarks for labor hours worked by

Section 3 Workers and Targeted Section 3 Workers, and availability of any labor positions, apprenticeships, and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor Benchmarks:

1. Section 3 workers make up 25% of the total number of labor hours worked by all workers, and
2. Targeted Section 3 workers make up 5% of the total number of labor hours worked by all workers.

Reporting Requirement:

- Total number of labor hours worked; and
- Total number of labor hours worked by Section 3 Workers, and
- Total number of labor hours worked by Targeted Section 3 Workers

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 00620

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Whereas, the Principal has submitted a Bid for the City of East Providence's Hull Street Playground
Drainage Improvements.

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

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

BID BOND

IN WITNESS WHEREOF, the parties hereto have signed, sealed and delivered this instrument at the City of East Providence, Rhode Island, this _____ day of _____ 20____.

WITNESS:

(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

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

FEIN No.

(Attach Power of Attorney to this Bond)

END OF SECTION

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 00630

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

THIS OBLIGATION IS UPON THE CONDITION that if the person or persons designated in the
contract annexed hereto as the Contractor, shall faithfully furnish and perform everything required to be
furnished and performed by them under the provisions of said Contract then this obligation shall be void;
otherwise, it shall remain in full force and effect.

In the event that the said contract is abandoned by the Contractor or the work of the Contractor is
discontinued by the City of East Providence under the provisions of the GENERAL CONDITIONS, said
surety hereby further agrees that it shall, if requested in writing by the City of East Providence, take such
action as is necessary to complete said contract.

FOR VALUE RECEIVED, said surety company hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of said contract or to the work to be performed thereunder or the
Contract Documents accompanying the same shall in any wise affect its obligation on this bond, and does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of said
contract or to the work or to the specifications.

Said surety hereby certifies and affirms under the penalties of perjury that said surety is licensed by the
State of Rhode Island.

Any legal action commenced by the Principal or Surety must be commenced within two (2) years from
the date of final payment.

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

PERFORMANCE BOND

IN WITNESS WHEREOF, the parties hereto have signed, sealed, and delivered this instrument at the City of East Providence, Rhode Island, this _____ day of _____ 20____.

WITNESS:

(Principal)

By: _____
Name & Title
(Affix Corporate Seal)

(Surety)

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

FEIN No.

(Attach Power of Attorney to this Bond)

END OF SECTION

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS
PAYMENT BOND**

SECTION 00840

- A. An example Payment Bond form is enclosed herein.

END OF SECTION

PAYMENT BOND

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

CONTRACTOR (*Name and Address*):

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

OWNER (*Name and Address*):

CONTRACT

Effective Date of Agreement:

Amount:

Description (*Name and Location*):

BOND

Bond Number:

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

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (Attach Power of Attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

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

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

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

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

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

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

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

15. Definitions

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

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

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

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

Surety Agency or Broker:

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

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS
NOTICE OF AWARD**

SECTION 00850

A. An example Notice of Award is enclosed herein.

END OF SECTION

Notice of Award

Date: _____

Project:	
Owner:	Owner's Contract No.:
Contract:	Engineer's Project No.:
Bidder:	
Bidder's Address: <i>[send Notice of Award Certified Mail, Return Receipt Requested]</i>	

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

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

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

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

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

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

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

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

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

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS
NOTICE TO PROCEED**

SECTION 00860

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

END OF SECTION

Notice to Proceed

Date: _____

Project: _____

Owner: _____

Owner's Contract No.: _____

Contract: _____

Engineer's Project No.: _____

Contractor: _____

Contractor's Address: *[send Certified Mail, Return Receipt Requested]*

You are notified that the Contract Times under the above Contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the date of Substantial Completion is _____, and the date of readiness for final payment is _____ [(or) the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

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

Also, before you may start any Work at the Site, you must:

_____ *[add other requirements]*.

Owner

Given by:

Authorized Signature

Title

Date

Copy to Engineer

**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**DIVISION 1
GENERAL REQUIREMENTS**

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 01010

GENERAL DESCRIPTION OF WORK

PART 1 GENERAL

1.1 LOCATION OF WORK

- A. The location of the work is the Hull Street Playground located at 110-126 N Hull Street, East Providence, Rhode Island.
- B. The City of East Providence Department of Public Works currently operates out of their main facility located at 60 Commercial Way in East Providence, RI.

1.2 SCOPE OF WORK

- A. Regrade the existing playground to direct stormwater to the perimeter where a shallow swale and underground subsurface perimeter drain will collect stormwater and discharge it to the existing stormwater drain.
- B. Install backstop netting along Grosvenor Avenue.
- C. Design and install a new irrigation system that is compatible with the existing irrigation controller. The Contractor shall hire a professional skilled in the design of field irrigation systems to design a new irrigation system. The irrigation system design, including drawings, details, and calculations, shall be submitted by the designer as a shop drawing for review and approval of the irrigation system.

1.3 DEFINITIONS

- A. Owner, where used in these Specifications, shall refer to the East Providence Public Works Department.
- B. Engineer, where used in these Specifications, shall refer to Pare Corporation.
- C. Contractor, where used in these Specifications, shall refer to the Proposer awarded a contract to perform the services described herein.
- D. Contract Documents, where used herein, shall refer to the Project Manual and Specifications.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 GENERAL

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors to meet Contract completion dates and project milestones established herein.
- B. Contractor shall provide a Project Manager to oversee the project. The Project Manager shall be thoroughly familiar with and experienced with earthwork, fine grading, site restoration, and

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

drainage improvement projects.

- C. The Owner will designate a Project Manager assigned to this project to interface with the Contractor's Project Manager on matters of scheduling, dispute resolution, and contract administration. Contractor notes that the Owner and the designated Project Manager will have limited involvement in the project and may not be available to direct or carry out the day-to-day activities of this Contract.
- D. Contractor shall provide a competent Superintendent or Foreman present at all times when work is in progress.
- E. Resident and business complaints and concerns should first be directed to the Contractor. Contractor shall provide a representative capable of meeting with residents and businesses affected by the work of the project to resolve problems and customer complaints. The Project Manager or Superintendent/Foreman can serve as the Contractor's representative with Owner approval. Contractor shall provide a telephone number that can be reached 24 hours a day, 7 days a week in the event that complaints or issues require immediate resolution by the Contractor. Contractor shall notify the Owner in the event complaints cannot be resolved without intervention by the East Providence Public Works Department.
- F. The Contractor shall submit a Work Plan prior to initiating construction activities, which describes their proposed sequence and timing of the work; a complete project schedule; construction methods; product delivery, handling, and storage procedures; and qualifications of their key personnel. Contractor shall assign a Project Manager and Superintendent or Foreman to oversee the work of this contract.
- G. The Contractor is responsible for filling out the Davis Bacon Wage Form for all employees who will be working on this project. The Davis Bacon Wage Form is attached to these specifications as Appendix A.
- H. The Contractor shall use project tracking software to coordinate scheduling, track service orders, and record project progress capable of generating routine summary reports that can be provided to the Owner, as requested.

3.2 HAULING, HANDLING, AND STORING OF MATERIALS

- A. Transport and handle items in accordance with the manufacturer's instructions.
- B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation.
- C. Deliver products to the site in the manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storage, unpacking, protecting and installing.
- D. Promptly inspect the shipment to ensure that products comply with requirements, quantities are correct, and items are undamaged. Notify the Owner verbally, and in writing, of any problems.

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- E. All materials which, in the opinion of the Owner, have become so damaged as to be unfit for the use intended or specified shall be promptly removed from the site of the work and the Contractor shall receive no compensation for the damaged material or its removal.

3.3 SUBMITTALS

- A. The Contractor shall issue submittals on all equipment and materials to be incorporated into the Work. Any equipment and materials that are ordered, delivered to the site, and/or installed prior to the Owner's review shall be done at the Contractor's risk.
- B. Provide submittals electronically for Owner's review, in accordance with submittal procedures agreed to at the start of the Contract.
- C. Provide the Owner a minimum of 14 calendar days for review of submittals. The Contractor shall be responsible for issuing submittals promptly and timely so that there shall be no delay to the Work.
- D. Revise and reissue rejected submittals promptly.

3.4 QUALITY CONTROL

- A. The Contractor is responsible for controlling the quality of Work including work of its Subcontractors and suppliers and for ensuring that the specified quality is achieved. The Contractor shall maintain control over construction and installation processes to ensure compliance with specified requirements.
- B. The Contractor shall maintain control over procurement sources to ensure that materials, equipment and services conform to specified requirements.
- C. The Engineer and Owner have the right but not the responsibility to perform inspections, witness tests, or otherwise monitor or assess the Work and activities. The Engineer's and Owner's right to perform inspections, witness tests, or otherwise monitor or assess the Work and activities does not relieve the Contractor or its subcontractors and vendors of their obligations to comply with the requirements of the Contract Documents.

3.5 PROTECTION OF WORK AND PROPERTY

- A. The Contractor is responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. Public or private property damaged due to the Contractor's operations shall be restored to a condition equal to or better than the existing condition. The cost of repairs to damaged property shall be borne by the Contractor.
- B. Restoration of damaged property shall be performed promptly to the satisfaction of the Owner.
- C. During the course of the work, the Contractor shall keep work locations as clean and neat as possible at all times. Contractor shall remove, haul away, and dispose of all residues resulting from the work. Contractor shall make a thorough inspection of the work area at the end of work at all project locations to ensure that it is left clean and free of debris resulting from the work of this Contract.

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HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

- D. Contractor shall provide temporary sanitary facilities for use by its workers. At no time shall the customer's property be used by the Contractor's workers.

3.6 HEALTH AND SAFETY

- A. The Contractor shall be fully responsible for the safety and health of its employees and its subcontractors during the performance of the Work.
- B. The Contractor shall be directly responsible for ensuring the work is performed in a safe and healthful manner.

3.7 MEETINGS

- A. Pre-Construction Meeting: After the bids have been opened but prior to the start of the construction there will be a preconstruction meeting to discuss the phasing and scheduling of the construction project. The specific time and place of the conference will be arranged by the Owner after the Contract has been awarded.
- B. Progress Meetings: Progress meetings will be held during the course of the project on an as-needed basis, as determined by the Owner. Potential topics to be covered during progress meetings include the following:
1. Progress of Work in relation to Contract Schedule.
 2. Proposed Work activities for the forthcoming period.
 3. Resources committed to Contract.
 4. Coordination of Work with others.
 5. Status of procurement of equipment and materials.
 6. Status of Submittals.
 7. Outstanding actions, decisions, or approvals that affect Work activities.
 8. Security issues.
 9. Quality Issues.
 10. Potential Claims.
 11. Contract Changes.
 12. Costs & Budget.
 13. Mitigation Measures.

3.8 WORK HOURS

- A. Normal construction activity shall take place only between the hours of 7:00 am to 5:00 pm excluding, Saturdays, Sundays and legal holidays unless otherwise allowed by the Owner after consultation with the property owner and/or tenant where work is to be performed.
- B. The Contractor shall plan their Work to avoid working beyond these hours.

3.9 CONTRACT CLOSEOUT

- A. Substantial Completion: the construction must be complete. For this purpose, the completion of construction shall be defined in accordance with the following guidelines:

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1. The Contractor has completed work at all project sites included in the Contract, including removal of existing hardware, installation of new hardware, and restoration of service at all locations.
 2. Contractor shall accompany Owner during any final site walkthroughs and compilation of punch list, as applicable.
 3. All shop drawings must have final approval.
- B. Final Completion shall include the following activities:
1. Complete punch list.
 2. Issue outstanding field reports to Owner.
 3. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment, as applicable: Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims, Affidavit of Payment of Debts and Claims, and remaining releases, waivers, guarantees, and all data required by the Contract Documents.
 4. Complete final cleaning operations, including final disposal of any removed hardware and removal of unused inventory from the project site.

3.10 GUARANTEE PERIOD

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

END OF SECTION

**CITY OF EAST PROVIDENCE
PUBLIC WORKS DEPARTMENT
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.1 EXTENT OF WORK

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

1.2 WORK NOT PAID FOR SEPARATELY

- A. Bonds. Payment for bonds required by the contract is included in the prices bid for the various items of work on the Bid Form and no separate payment will be made thereof.
- B. Certifications. Payment for testing and certifications performed to ensure materials comply with the requirements of these Contract Documents shall not be paid for separately and are incidental to the individual items of work listed on the Bid Form.
- C. Stripping Topsoil. Payment for stripping topsoil, including stockpiling, is included in the prices for the various Items of Work in the Schedule of Prices and no separate payment will be made thereof.
- D. Clearing and Grubbing. Payment for clearing and grubbing, including disposal, is included in the prices for the various items of work in the Schedule of Prices and no separate payment will be made thereof.
- E. Earth Excavation. Payment for earth excavation to the depths indicated on the Drawings or authorized by the Engineer for the construction of all structures, pipelines and appurtenances, including disposal of the excavated materials infills, backfills, embankments, designated stockpiles, or as spoil, as approved by the Engineer, is included in the prices for the various items of work in the Schedule of Prices and no separate payment will be made thereof.
- F. Filling, Backfilling, Embankment, and Disposal of Surplus Materials. Payment for filling, backfilling for all structures, underground electric conduits and pipelines, including appurtenances, construction of embankments, and disposal of surplus material is included in the prices for the various items of work in the Schedule of Prices and no separate payment will be made thereof, except for selected material if needed to complete the work.
- G. Sheeting, Shoring and Bracing. Payment for all necessary sheeting, shoring and bracing is included in the prices for the various items in the Schedule of Prices and no separate payment shall be made thereof.
- H. Pumping, Draining and Bailing. Payment for all necessary pumping, draining, bailing, etc., including the use of underdrains or well points, is included in the prices for the various items in the Schedule of Prices and no separate payment will be made thereof.

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- I. Preparation of Site. Payment for the preparation of the site is included in the Lump Sum Price Bid for Item 1 in the Schedule of Prices and no separate payment will be made thereof. Preparation of site includes setting up construction plant, offices, shops, storage areas, sanitary and other facilities required by the Specifications or state law or regulations; providing access to the site; obtaining necessary permits and licenses; and payment of fees; general protection, temporary heat and utilities; providing shop and working Drawings, certificates and schedules; sampling and testing materials; providing required insurance; cleaning up, and all other work regardless of its nature which may not be specifically referred to in the Schedule of Prices but is necessary for the complete construction of the project set forth by the contract.
- J. Environmental Protection. Payment for work under this Section is included in the prices for the various Items in the Schedule of Bid Items and no separate payment will be made thereof.
- K. Signage. Payment for all signage required for this project is included in the prices for the various Items in the Schedule of Bid Items and no separate payment will be made thereof.
- L. Pavement Removal. Payment for bituminous concrete pavement excavation and disposal is included in the prices for the various Items in the Schedule of Bid Items and no separate payment will be made thereof.
- M. No separate payments will be made for cleaning up. Such clean-up shall be considered incidental to the item to which it applies and shall be included in the price for that item.
- N. All existing work removed or damaged by the Contractor's operations shall be replaced to the satisfaction of the Owner at no additional expense to the Owner.
- O. No separate payment will be made for Division 1 - General Requirements. Contractor shall incorporate the cost for these items into the Bid Items listed in the Bid Form.
- P. No separate payment will be made for the relocation of existing sewer laterals along the water main alignment that are damaged due to the Contractor's negligence or are relocated for the Contractor's convenience. A bid item has been provided for the replacement of sewer laterals that are in conflict with the new water main. Sewer laterals that require relocation shall be done in accordance with the contract documents.
- Q. No separate payment shall be made for costs associated with Professional Engineer(s), licensed in the State of Rhode Island, performing all design calculations, which shall be sealed and signed by said Professional Engineer(s). The Contractor is called to the attention that individual sections of these contract documents indicate when design calculations are required. Design calculations performed, sealed and stamped by a Professional Engineer licensed in the State of Rhode Island are included in the prices for the various Items in the Schedule of Prices and no separate payment will be made thereof.
- R. Compaction and costs associated with 3rd party compaction testing are incidental to the items described. No separate payment shall be made for labor, materials, or equipment necessary to adequately compact backfilled excavations and to conduct compaction testing in accordance with the specifications.

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HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

1.3 BID ITEMS

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

1.4 MEASUREMENT

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

1.5 PAYMENT

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

1.6 PARTIAL PAYMENT FOR PRODUCTS

- A. There shall be no partial payment for products delivered but not completely installed.

1.7 EXTRA WORK

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

1.8 BASE PRICE PROPOSAL - ITEM DESCRIPTIONS

- A. Item 1, Mobilization and Demobilization
 - 1. Payment for this work shall be measured as specified for mobilization and demobilization of all equipment, materials, workmen, temporary construction facilities,

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erosion and sediment controls, construction trailers, preparation of site for access, temporary removal, stockpile and storage of structures/materials, protection of existing structures/materials, including setup of all equipment and staging and storage areas; and for all incidental work required for completion of the work specified herein and included on the Contract Drawings. The Work of this section shall be measured as specified at the Lump Sum price provided on the Bid Form. The payable quantity will be for the preparatory work and operations which must be performed or for costs which must be incurred prior to beginning work, as well as costs associated with bonds and other “up-front” costs incurred by the Contractor.

2. The payment for work associated with mobilization and demobilization shall be a Lump Sum Price as provided on the Bid Form for Item No. 1. Payment will be limited to 75% of the lump sum amount of this item until the work is complete and the contractor has completely demobilized. No more than 50% of the lump sum amount of this item shall be paid for in the Contractor’s first pay application. The lump sum price bid for this item shall not exceed 5 percent of the total of all items, excluding this item.

B. Item 2, Field Renovation

1. The work for this section shall be measured as specified for site preparations and field renovation within the project’s limit of disturbance. The payable work shall include all materials and labor required to temporarily remove and store field equipment, remove and stockpile topsoil, import and install clean fill for shaping and grading, install loam and seed, and water until a stable vegetative cover is established, as required in the Specifications and included on the Contract Drawings.
2. The payment for work associated with field renovation shall be a Lump Sum Price as provided on the Bid Form for Item No. 2.

C. Item 3, Trench Drain Installation

1. Payment for this work shall be measured as specified for the complete installation of the trench drains, including all earthwork associated with the trench drain installation, materials, and all incidental work required for the complete installation of the trench drains as indicated in the Specifications and included on the Contract Drawings.
2. The payment for work associated with trench drain installation shall be a Lump Sum Price as provided on the Bid Form for Item No. 3.

D. Item 4, Irrigation System Design, and Installation

1. Payment for this work shall include complete design and installation of the irrigation system including.
2. The work shall include hiring a qualified irrigation designer and preparing drawings, details, and calculations for a complete and functional irrigation system that is suitable for the intended use of the field.
3. The work shall include complete installation of all piping, valves, sprinkler heads, and other appurtenant equipment necessary for a complete functioning irrigation system.

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4. The work shall include integration with the City's existing irrigation control box, including all wiring by a licensed electrician.
5. The work shall include all testing to verify functionality and a 1-year warranty on all equipment and labor.
6. The payment for work associated with irrigation system design and installation shall be a Lump Sum Price as provided on the Bid Form for Item No. 4.

E. Item 5, Sports Netting Installation

1. Payment for this work shall include purchasing and installing sports netting along Grovesnor Avenue as shown on the project drawings.
2. The payment for work associated with sports netting installation shall be a Lump Sum Price as provided on the Bid Form for Item No. 5.

END OF SECTION

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HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**DIVISION 2
SITE CONSTRUCTION**

SECTION 02200 - EARTHWORK

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work under this section includes the furnishing of all labor, equipment and materials, and performing all operations in connection with excavating (rock/ledge less than 1 c.y. in volume and overburden soils), backfilling, compacting, grading and all other incidental work required to construct drainage improvements to the Hull Street Playground, as depicted on the Drawings.
- B. The work also includes providing approved earth borrow, sand, bank run gravel, and gravel bedding, when directed for backfills and refills of excavations; excavation and disposal at approved locations of pavements, surplus and unsuitable materials; installation of underground water main piping; protection of new work; compaction of trench bottom, backfills and subgrades; excavation and backfilling of all other appurtenant work as required or as directed.

1.2 REFERENCES

- A. Within this section, the Rhode Island Department of Transportation "Standard Specifications for Road and Bridge Construction", latest edition, shall be referred to as the State Standards.
- B. American Society for Testing and Materials (ASTM) publications:
 - C136-76 Sieve or Screen Analysis of Fine and Coarse Aggregates
 - D422-63 Particle Size Analysis of Soils
(R 1972)
 - D1140-54 Amount of Material in Soils Finer than No. 200 (74
(R 1971) micrometer) sieve
 - D1556-82 Density of Soil in Place by the Sand Cone Method
 - D1557-78 Moisture Density Relations of Soils and Soil-Aggregate
Mixtures Using 10-lb (4.54 kg) Rammer and 18-in (457mm)
Drop
 - D2167-66 Density of Soil in Place by the Rubber Balloon Method
(R1977)

D2419-74 Test for Sand Equivalent Value of Soils and Fine Aggregates
(1979)

D2487-83 Classification of Soils for Engineering Purposes

D2922-81 Density of Soil and Soil-Aggregate in Place by Nuclear Methods
(Shallow Depth)

D3017-78 Moisture Content of Soil and Soil-Aggregate in Place by Nuclear
Methods (Shallow Depth)

1.3 RELATED WORK SPECIFIED ELSEWHERE

Section 02230 – Site Preparation
Section 02273 – Erosion Control
Section 02900 – Landscaping

1.4 LAWS AND REGULATIONS

- A. All work under this Contract shall be accomplished in accordance with regulations of local, county and state and federal agencies, and national or utility company standards as they apply.

1.6 QUALITY ASSURANCE

- A. Qualification of Workmen

Provide at least one person who shall be thoroughly trained and experienced in the skills required, who shall be completely familiar with the design and application of work described for this section, and who shall be present at all times during the progress of the work of this section, and who shall direct all work performed under this section.

1.7 JOB CONDITIONS

- A. All excavated earth materials approved by the Owner as suitable for reuse shall be used for backfilling excavations and for rough grading as necessary for the completion of the contract work. All surplus or unsuitable materials, rock from rock excavation, and boulders and pavement materials, shall be removed and legally disposed of off-site by the Contractor at no additional expense to the Owner.

B. Unsuitable Materials:

1. Unsuitable materials are herein defined as organic material, peat, organic silt or combinations thereof; and any existing materials of such gradation that more than 40% of its total weight passes the No. 200 sieve in a standard gradation analysis (ASTM D422). All materials of whatever description which are too loose or saturated for use as backfill to provide satisfactory bearing shall also be considered as unsuitable. Tests required to evaluate such conditions shall be made at the Contractor's expense. If unsuitable material is encountered at the depths indicated on the Drawings for bottom limit of excavation, the Contractor shall immediately notify the Owner and shall not proceed further until instructions are given.
2. The Contractor shall satisfactorily excavate and remove all unsuitable material to lines, grades and limits indicated on the Drawings or as directed in writing by the Owner and shall legally dispose of such material off-site. All resulting below-grade excavations shall be refilled with compacted common earth borrow.

C. Disposition of Existing Utilities:

1. Call Dig Safe (811 or 888-344-7233) seventy-two (72) hours before commencing with any excavation, in order that all pertinent utility companies become informed of such work.
2. If active utilities existing on the site are encountered they shall be carefully protected from damage. When an active utility line is exposed during construction, its location and elevation shall be documented, and both the Engineer and the utility owner notified in writing.
3. Active utility lines damaged in the course of construction operations shall be repaired or replaced as determined by the Engineer, without additional cost to the Owner.

1.8 SUBMITTALS

- A. Provide submittals in accordance with Section 01300 – Submittals.
- B. Certified Laboratory Test Reports: Before delivery of materials, five (5) certified copies of the reports of all tests required herein, under materials and in referenced publications, shall be submitted to the Owner. These reports shall be submitted a minimum of five (5) working days prior to the intended use of the materials on-site. The testing shall have been performed in an independent laboratory approved by the Owner. Additional testing shall be submitted when the source of materials is changed.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All imported earth materials specified in this Section are subject to the following requirements:
1. Materials imported to the site by the Contractor for on-site use shall meet the following:
 - a. Concentrations of oil or hazardous materials shall be below the Rhode Island Department of Environmental Management Residential Direct Exposure Criteria.
 - b. The Contractor shall be solely responsible for all costs associated with sampling materials proposed to be imported to the project site.
 2. Imported materials shall be tested in accordance with the following requirements. Any proposed modifications to these testing requirements shall be approved by the project Environmental Engineer:
 - a. Imported earth materials to be used for backfilling and/or restoration activities shall be sampled, analyzed, and approved prior to delivery to the Site. The material is not limited to one specific type of material and may be topsoil, stone dust, gravel, etc. as required per the proposed Drawings and Specifications.
 - b. Each type of material shall be sampled, analyzed, and approved by the project Engineer prior to delivery to the Site. Imported material shall be sampled at a frequency of one (1) sample per 1,000 cubic yards delivered to the Site, with no fewer than 2 samples per material type and no fewer than 2 samples per material source. Samples shall be analyzed for the following parameters:
 - Total Petroleum Hydrocarbons (EPA 8100M)
 - Volatile Organic Compounds (EPA Method 8260B with Method 5035)
 - PCBs (EPA Method 8082)
 - Priority Pollutant Metals (13), Barium and Manganese (EPA Method 6000-7000 series)
 - Semi-Volatile Organic Compounds (EPA Method 8270)
 - For each new source, at least one sample shall be analyzed for Pesticides (EPA Method 8081).
- B. Common borrow shall be a well-graded granular material of which at least 80 percent by weight shall be retained on the No. 200 sieve. It shall be free from peat, organic matter and debris, and shall not contain any stones or clay lumps in excess of 6 inches in their greatest dimensions. The Contractor shall submit a

sample of the material he proposes to use as borrow backfill, together with results from an approved laboratory showing grain size analysis and proctor density relationships for those soils. Any materials of whatever description, which are too uniformly graded or saturated to be readily compactable, shall be not utilized for earth borrow.

- C. Structural backfill shall be composed of hard, durable stone and coarse to fine sand, free of peat, vegetable or organic matter, clay lumps and other debris. The gravel refill shall be readily compactable and shall not contain any stones that are in excess of two-thirds of the depth of the layer to be compacted. Structural backfill shall conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
1"	55 - 100
No. 4	20 - 95
No. 40	0 - 50
No. 200	0 - 10

- D. Gravel for use as pipe bedding shall conform to the requirements for State Standard "Gravel Borrow" with the exception that 100 percent shall pass the 1-1/2 inch mesh sieve or shall be approved 1-inch commercial grade crushed stone or gravel. Filter stone shall conform to all requirements of the State Standards for filter stone. Filter stone shall conform to the following gradation limits:

U.S. Standard Sieve Size	Percent Passing by Weight
1"	100
3/4"	75 - 85
1/2"	10 - 40
3/8"	0 - 20
No. 4	0 - 5

- E. Crushed stone for pipe bedding shall consist of clean, hard, durable fragments of crushed rock and shall be free from clay, organic matter, or other objectionable material. Crushed stone shall conform to the following gradation limits:

U.S. Standard Sieve Size	Percent Passing by Weight
1 ½"	100
1"	30 - 55
¾"	0 - 25
½"	0 - 10
No. 4	0 - 5
No. 100	0 - 1

- F. Sand shall consist of clean, hard, durable particles not frozen, and shall conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
¾"	100
No. 4	80 - 100
No. 10	30 - 50
No. 40	5 - 25
No. 100	0 - 5

- G. Except as otherwise specified, all fills, refills, and backfills for paved surfaces, utilities, and appurtenances shall be made with gravel borrow or structural fill as hereinafter specified.
- H. Gravel borrow sub-base for gravel roadways shall be composed of hard, durable stone and coarse to fine sand, not frozen and free from loam and undesirable organic matter, containing no stone having any dimension greater than two-thirds of the depth of layer to be compacted. Gravel borrow or bank-run gravel shall conform to the following gradation requirements:

U.S. Standard Sieve Size	Percent Passing by Weight
3"	60 – 100
1/2"	50 - 85
3/8"	45 - 80
No. 4	40 - 47
No. 40	0 - 45
No. 200	0 - 10

- I. All refills and fills not supporting or influencing structures, pavement or utilities, shall be made with approved granular material containing sound stone, gravel and sand, free of frozen materials, silt, clay, vegetation, roots, peat, muck or other unsuitable matter.
- J. Cost for sampling, transporting and making all laboratory tests required to obtain characteristics of materials proposed to be used for fills, refills, backfills, including gradation tests and determination of moisture density relationships, will be borne by the Contractor.

PART 3 EXECUTION

3.1 GENERAL

- A. All topsoil and unsuitable or excess materials shall be stripped to their entire depths from areas of new construction or regrading. Materials suitable for reuse shall be stored in approved locations that will not interfere with construction operations. Topsoil shall be stripped and stored before any underlying excavating is begun. Stripped topsoil to be reused shall be free from clay, large stones and debris. Excess topsoil and other materials shall remain the property of the Owner and shall be stockpiled by the Contractor at a designated location(s) within the Town limits as directed by the Owner. All unsuitable materials shall be excavated and legally disposed of off-site by the Contractor.
- B. Earth excavation shall include the excavation, removal and satisfactory disposal of all materials of whatever nature encountered from within the limits indicated or specified or as directed in writing. It shall include, but not be limited to, earth materials such as peats, organic or inorganic silts, clay, sand and gravel, cobbles

EARTHWORK

and boulders less than 1 cubic yard in volume, soft or disintegrated rock which, in the opinion of the Owner, can be removed without blasting or drilling, pavement, and all obstructions not specifically included in another section.

- C. Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace, if required, to ensure the safety of workers and the general public. Dewater as needed for construction. Barricade and/or plate all open excavations when not actively working in them.
- D. All excavation operations shall be accomplished to prevent the undermining or disturbance of existing pipelines, utilities and structures, of any completed construction.
- E. All excavations shall be backfilled as specified.

3.3 EXCAVATION FOR UTILITIES

- A. Excavation shall be made to the alignment, invert and finish grades shown on the Drawings, or as modified by the Owner. Excavations shall be accurately graded to allow satisfactory construction of the contract work.
- B. The bottoms of excavations shall be thoroughly compacted and in approved condition prior to placing gravel bedding. Gravel bedding shall be placed in layers not exceeding 6 inches in loose depth and each layer shall be compacted by at least two (2) passes of an approved plate-type vibratory compactor. The moisture content of the gravel shall be adjusted by moistening or drying so that proper compaction will be obtained. Where crushed stone bedding is used for pipe bedding, the Owner may waive the compaction requirement.
- C. Bell holes and depressions for joints shall be dug after the trench bottom has been graded and compacted, and after gravel bedding, if required, has been placed and compacted. The bottom quadrant of each pipe barrel shall have complete and uniform bearing for the full length of each pipe. The trench bottom shall again be thoroughly compacted just prior to final shaping for bedding and installation of pipe.
- D. Excavation operations adjacent to and below existing structures and utilities shall be done manually and in a manner to prevent disturbance of or damage to the existing structures and utilities.
- E. The Contractor shall be responsible for keeping all excavated and construction material a safe distance back from the edge of excavations to avoid overloading the sides of excavations and to prevent slides or cave-ins.

- F. If an excavation is made deeper or wider than that shown on the Drawings, there will be no extra payment for such unauthorized excavation beyond the specified payment limits, unless directed in writing by the Owner. Backfill of all unauthorized excavations shall be made by the Contractor with either selected materials from excavations or from borrow, as directed by the Owner, and at no expense to the Owner. All additional work and materials resulting from unauthorized excavations, including but not limited to additional rock removal, dewatering, pavement, loam and seed or other work required by the Owner, shall be furnished and installed at no additional expense to the Owner.
- G. If a pipe is to be placed in fill, or the top of the pipe is within 2 feet of the existing ground surface, the fill shall first be placed as specified herein to a height of not less than 2 feet over the top of the pipe and for a width of 5 feet beyond each side of the pipeline. Following placement of such fill, excavation and backfill shall proceed as specified herein.
- H. Where the Contractor elects to use shoring installed as the excavation progresses, to maintain or otherwise protect the sides of the excavation from cave-ins or loss of ground, shoring shall be adequately braced to prevent cave-ins or loss of ground, and portions of the shoring or bracing shall be left in place as directed by the Owner to maintain stability as backfilling progresses.
- I. No excessive trench widths will be allowed to avoid the use of sheeting or shoring and bracing. The trench width for unbraced excavations at, and below, a level 1 foot above the top of the pipe, shall not exceed the maximum trench width indicated on the Drawings for the size pipe being installed.
- J. Where existing subsurface utilities or other facilities adjacent to or crossing through the excavation require temporary support or protection, such temporary support or protection shall be satisfactorily provided by the Contractor at no additional expense to the Owner. All necessary measures shall be taken by the Contractor to prevent lateral movement or settlement of existing facilities or of work in progress.
- K. Grading shall be done as necessary to prevent surface water from flowing into excavations and, any water accumulating therein shall be removed by pumping or other approved method. The pipelines shall not, at any time, be used for trench drainage.
- L. Excavations shall be adequately sheeted, shored and braced, as necessary, to permit proper excavation of the work and to protect all slopes and earth banks. Sheeting shall be installed as required to prevent cave-ins or settlement and to protect workmen, adjacent structures and utilities. Shoring and sheeting may be removed as the backfilling progresses, but only when banks are safe against

caving. The Engineer may direct that sheeting, shoring and bracing be left in place at any time during the progress of the work, and direct that timber be used for sheeting and bracing and authorized to be left in place and cut off at a specified elevation. In removing sheeting or bracing, care shall be taken to prevent voids. Voids, if formed, shall immediately be filled with sand. The installation of sheeting, shoring and bracing shall comply with the safety precautions as outlined in the Associated General Contractors of America, Manual of Accident Prevention in Construction, and all local, county, state and federal regulations. Dewatering shall be performed, as required, for all excavations below groundwater level.

3.5 BACKFILLING OF UTILITY TRENCHES

- A. Unless directed otherwise by the Owner, excavations shall not be backfilled until all work has been satisfactorily performed, and not until the work as installed conforms to all requirements specified in these sections. Each layer of backfill material shall be moistened as necessary and compacted in such a manner as to permit the proper and desired compaction of the filled excavation so that paving of excavated areas can proceed immediately after backfilling is completed.
- B. All excavations shall be backfilled as soon as practicable with approved excavated material. If suitable material as approved by the Owner is not available from the excavations in the quantities required for proper backfilling of excavations, the Contractor shall provide the necessary approved bank-run gravel or earth borrow for backfills from off-site sources, as required.
- C. Placement of gravel bedding shall be done in accordance with the following procedure:
 - 1. The bottoms of excavations shall be thoroughly compacted and in approved conditions prior to placing gravel bedding. Gravel bedding shall be placed in layers not exceeding 4 inches in loose depth and each layer shall be compacted by at least two (2) passes of an approved plate-type vibratory compactor. The moisture content of the gravel bedding shall be adjusted by moistening or drying so that proper compaction will be obtained.
 - 2. Gravel bedding shall be graded, compacted and shaped so that the full length of the pipe barrel has complete and uniform bearing for the bottom quadrant of each pipe. Bell holes and depressions for joints shall be dug after the gravel bedding has been graded and compacted and shall be the proper clearance for the joining of pipes.
 - 3. The Contractor shall exercise care in all operations to prevent disturbing joints, displacement of or damage to the pipes already installed. As the work progresses, the pipelines will be checked by the Owner to determine

whether any disturbance, displacement or damage has occurred. If inspection shows poor alignment, displaced or damaged pipe, disturbed joints or other defects, the Owner shall require that all designated defects be remedied in a satisfactory manner by the Contractor at no additional expense to the Owner.

- D. All other backfill placed in trenches below a level 12 inches above the top of the pipe shall consist of selected backfill placed in layers not exceeding 4 inches in loose depths. Selected backfill shall be compatible materials as approved by the Owner, not frozen, and free of clods of earth, stones larger than 2 inches in diameter, or unsuitable materials. The selected backfill shall be deposited uniformly on both sides of the pipe and shall be thoroughly compacted by tamping under and on each side of the pipe to provide uniform support around the pipe, free from voids.
- E. The balance of backfill in trenches shall be compatible materials as approved by the Owner, not frozen, and without any stones larger than 6 inches in their greatest dimension. All trench backfilling shall be carefully placed to avoid disturbance of new work and of existing utilities or structures. The moisture content of the backfill shall be such that proper compaction will be obtained. Trench backfill shall be compacted to the minimum densities specified hereinafter. Unless otherwise approved by the Owner in writing, the trench backfill shall be spread in layers not exceeding 12 inches in loose depth, and each layer shall be compacted by at least four (4) passes of an approved plate-type vibratory compactor. It is the responsibility of the Contractor to ensure that the minimum specified densities are obtained. Puddling or jetting of backfill with water will not be permitted. In the event that the Contractor believes that their compaction equipment is capable of performing the required compaction with lift heights greater than 12 inches, the Contractor shall provide documentation to the Engineer and Owner showing this and also the contractor shall perform density testing as specified in these specifications on each lift, at least every 200 feet of trench length at no additional cost to the Owner.
- F. During filling and backfilling operations, pipelines will be checked by the Owner to determine whether any displacement of the pipe has occurred. If the inspection of the pipelines shows poor alignment, displaced pipe or any other defects, the defects designated by the Owner shall be remedied in a satisfactory manner by the Contractor at no additional expense to the Owner.
- G. Any backfill that fails to comply with the minimum density requirements specified hereinafter shall be re-compacted or, if necessary, removed to the limits directed by the Owner. The trench shall then be refilled with approved materials and by approved methods. The backfill shall be compacted by approved methods to the minimum requirements specified hereinafter. The Contractor shall perform all of this work at no additional expense to the Owner.

- H. After backfilling trenches the Contractor shall maintain the filled surfaces in good condition, with a smooth surface level with adjacent undisturbed surfaces. Any subsequent settling shall be immediately repaired by the Contractor in a manner satisfactory to the Owner, and such maintenance shall be provided by the Contractor for the remainder of this contract at no additional expense to the Owner.
- I. The finished surfaces of filled excavations shall be compacted and reasonably smooth, and free from surface irregularities. Subgrade upon which either topsoil is to be placed, or pavements are to be constructed, shall be maintained in a satisfactory condition until the finish courses are placed. The storage or stockpiling of materials on the finished subgrade will not be permitted.
- J. Prior to placing base course material in areas to be paved, all soft or unsuitable material shall be removed and replaced with suitable material from excavation or earth borrow, as approved by the Owner. All low sections, holes or depressions shall be brought to the required grade with material approved by the Owner. The entire surface shall be shaped to line, grade and cross-section and thoroughly compacted.

3.6 COMPACTION

- A. Fills placed under pavements shall be compacted to not less than 95 percent of the ASTM maximum dry density.
- B. Backfill material shall be placed in lifts no greater than 6 inches and compacted to 95 percent of maximum density under slabs and 95 percent of maximum density under footings. Maximum density will be determined by AASHTO T-180 Method A or D. Density of soil in place will be determined by AASHTO T-191 or by a nuclear moisture density gauge approved by the Engineer. The method of correcting for oversize particles in soil compaction test results shall conform to AASHTO T-224-671.
- C. All disturbed in-situ material shall be compacted to 95 percent of maximum density under slabs and footings. Maximum density will be determined by AASHTO - T-180 Method A or D. Density of soil in place will be determined by AASHTO T-191 or by a nuclear moisture density gauge approved by the Engineer.
- D. All percentages of compaction specified herein shall be related to the maximum dry density as established by Method D, ASTM D1557-70, and verified in the field by ASTM D1556-68, D2167-66 or an approved nuclear density testing device. Prior to placing, at least one (1) laboratory test shall be made on a representative sample of each of the fill and backfill materials proposed to be

furnished for the earthwork operations to determine gradation and moisture density characteristics. These tests will be made by a testing laboratory selected by the Owner and at the Contractor's expense.

- E. Field density tests to determine the actual in-place densities being attained will be made at the Contractor's expense and in sufficient quantity to determine that the required compaction is being attained, but in no case less than the following frequency:

- At every 200 lineal feet for utility trenches and paved roadways.

All retesting necessitated by failure of the backfill to comply with the minimum percent of compaction shall be performed by a testing laboratory selected by the Owner and the cost for the retesting will be paid for by the Contractor.

- F. Where vibratory compaction equipment is specified herein or is directed to be used by the Engineer, all such equipment whether plate-type or roller shall be furnished with a vibrating surface at least 24 inches in width and capable of operating at a minimum of 2,000 blows per minute. Equipment not specifically designed as vibrating compaction equipment shall not be permitted for compaction of either existing in-place materials or of fills, refills and backfills. Jackhammers, rubber-tired vehicles and similar equipment not specifically designed and manufactured for the compaction of granular materials will not be approved for use.
- G. Surfaces to be compacted, unless otherwise specified, shall be compacted by not less than six (6) complete passes of the approved vibratory compactors in order to obtain the required percentage of compaction. A complete pass shall consist of the entire coverage of the surface area to be compacted with one trip of the equipment. Each trip of the equipment shall overlap the previous trip by at least one (1) foot.
- H. Dumping, spreading, preparing and compacting of several layers of fill material across the site may be performed simultaneously, providing there is sufficient total area to permit these operations to proceed in a systematic manner.
- I. No rolling equipment shall be used to compact fill, refill or backfill material within four (4) feet of the vertical faces of any concrete walls or utility pipes. Plate vibratory tampers shall be used in these restricted areas and in other areas too confined to satisfactorily use rolling equipment.

- J. It is the intent of these compaction requirements that the minimum in-place dry density of the compacted materials resulting from the specified minimum number of passes of the compaction equipment will be equal to or greater than the minimum percentages specified herein. Additional passes of the specified equipment shall be required if the minimum in-place dry densities, as specified, are not obtained with the minimum passes indicated.

3.7 PROTECTION OF EXISTING UTILITIES AND STRUCTURES

- A. Excavation and backfill operations shall be done in such a manner to prevent cave-ins of excavations or the undermining, damage or disturbing of existing utilities and structures or of new work. Backfill shall be placed and compacted so as to prevent future settlement or damage to existing utilities and structures and new work.
- B. Any excavations improperly backfilled or where settlement occurs shall be reopened to the depth required then refilled with approved materials and compacted, and the surface restored to the required grade and condition, at no additional expense to the Owner.
- C. Any damage due to excavation, backfilling or settlement of the backfill, or injury to persons or damage to property occurring as a result of such damage shall be the responsibility of the Contractor. All costs to repair such damage shall be borne by the Contractor and shall be performed in a manner satisfactory to, and at no additional expense to, the Owner.

3.8 TEST PITS

- A. Test pits shall be dug by the Contractor at the locations selected, and to the dimensions directed by the Owner, for compaction testing or to establish locations of existing pipelines or any other buried item for which the exact location is to be determined. The excavation, protection and backfilling of test pits shall be in accordance with the provisions of this section. The maximum depth of test pits shall generally be ten (10) feet, measured from the average ground surface existing at the test pit location immediately prior to digging each pit. Test pits shall be backfilled with approved materials and compacted to the densities specified.

END OF SECTION

SECTION 02200 - SITE PREPARATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

- A. All work specified in this Section shall conform to Rhode Island, Department of Transportation (DOT), Standard Specifications for Road and Bridge Construction, latest revision, herein referred to as “State Standards.”
- B. Existing conditions mapping plan entitled “Topographical & Limited Content Boundary Survey Hull Street Playground & Whiteknact School” prepared by City of East Providence Department of Public Works Engineering Division, dated June 27, 2022.
- C. Existing conditions survey was conducted using the North American Vertical Datum of 1988 (NAVD88) and the Rhode Island State Plane Coordinate System with a Leica GS14 Rover.

1.3 SUMMARY

- A. The work of this Section includes the following:
 - 1. Provisions for protection of all existing utilities from damage particularly at heavy construction vehicle crossings.
 - 2. Cleaning and maintenance of the site and stormwater management system.
- B. Related Sections include the following:
 - 1. Section 02300 Earthwork

1.4 DEFINITIONS

- A. Cleaning as described in Subsection 212.01.2a of the State Standards.
- B. Maintenance as described in Subsection 212.01.2b of the State Standards.
- C. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other

objects more than 2 inches in diameter; and free of weeds, roots, toxic materials, or other non-soil materials.

- D. Tree Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.5 MATERIAL OWNERSHIP

- A. Except for stripped topsoil or other materials indicated to remain on the Owner's property, cleared materials shall become the Contractor's property and shall be removed from the Project site.
- B. The Owner reserves the right to claim ownership over any materials removed from the site, including earthwork. The materials claimed by the Owner shall be stockpiled on the site as directed.

1.6 SUBMITTALS

- A. Shop Drawings:
 - 1. Submit drawings or details indicating proposed provisions for the protection of utilities as the work requires. These utilities must be protected from damage, particularly by heavy construction equipment driving over the top of them.

1.7 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by the Owner or others unless permitted in writing by the Owner and then only after arranging to provide temporary utility services according to the requirements indicated:
 - 1. Notify the Owner, Owner's Representative, and Engineer not less than two weeks in advance of proposed utility interruptions in writing. Renotify in writing 72 hours in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without the Owner's written permission.
 - 3. Underground utilities were compiled from available record plans and visible aboveground locations and are considered approximate only. Prior to commencing any excavation effort, the Contractor shall contact "Dig Safe" at 1-888-Dig Safe to verify the locations of existing underground utilities in areas of the proposed excavation.
- B. The Contractor is responsible to schedule the work and determine any required temporary utility lines and connections required to keep the existing facilities in operation. The cost to furnish and install temporary utility lines and connections shall be included in the Contractor's base bid.

- C. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with the utility companies to shut off services if lines are active.
- D. Contractor shall not operate existing water gate valves and hydrants. Only utility company employees or designated personnel are authorized to operate Water System valves and hydrants.
- E. All abandoned underground utilities shall be designated on as-built drawings by the Contractor of record and provided to the Owner and Engineer in AutoCAD electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.
- F. Do not commence site operations until temporary erosion and sedimentation control measures are in place.
- G. Removal of all asbestos piping or structures, if found, shall be in accordance with Subsection 201.03.8 of the State Standard Specifications.

PART 2 PRODUCTS

2.1 GENERAL

- A. The Contractor shall provide all materials and equipment in suitable and adequate quantity as required to accomplish the work shown and specified.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction. The Contractor shall employ a Professional Land Surveyor registered in the State of Rhode Island to perform a benchmark and field verification survey prior to commencing work. The Contractor is responsible for providing horizontal and vertical layout of all proposed work.
- B. Locate and clearly flag trees and vegetation to remain or to be relocated. Review trees with the Owner and Engineer prior to removal.
- C. Protect existing site improvements to remain from damage during construction.
- D. Restore damaged improvements to their original condition, as acceptable to Owner.

1.8 DISPOSAL

- A. Disposal: Remove surplus soil material, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off the Owner's property. Any potentially contaminated soil material encountered, as specified by the State of Rhode Island Department of Environmental Management rules and regulations, shall be brought to the Rhode Island Resource Recovery Corporation or another appropriately licensed waste facility for legal disposal.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities.

1.9 CLEANING AND MAINTENANCE OF STORM DRAIN SYSTEM

- A. The Contractor shall remove sediment and debris from the existing drainage system prior to commencing work.
- B. During construction the Contractor shall be responsible to clean sediment and debris from the existing and recently installed drainage system.
- C. Prior to project completion the complete drainage system shall be cleaned of all debris and sediment.

END OF SECTION

SECTION 02273 – EROSION CONTROL

PART 1 GENERAL

1.1 WORK INCLUDED

- A. The work included for erosion control shall include but not necessarily be limited to:
 - 1. Furnishing and installing straw bales, silt fence, swales, soil berms, mulches, grasses, channels, crushed stone, rip-rap, filter fabric drainage inlet protection, grading to control runoff and all other devices required to control erosion from the limits of the contract areas onto adjacent downgradient areas.
 - 2. Continual maintenance of all installed devices to control erosion.
 - 3. Removal and clean-up.

1.2 RELATED SECTIONS

Section 02200 – Earthwork

1.3 SUBMITTALS

- A. Submit under provisions of Section 01300 – Submittals.
- B. Implementation Plan

Prior to the commencement of the Work, the Contractor shall:

- 1. Meet with the Engineer to develop mutual understandings relative to compliance with the provisions of this Section and administration of the erosion and sedimentation control program.
- 2. Should the Contractor desire to change or modify the specified erosion controls then he shall submit in writing his plans to the Owner for implementing erosion and sediment control including, but not limited to, placement of straw bales, silt fence, containment berms, temporary channels, and settling ponds, as well as a description of all construction techniques intended to minimize erosion and sedimentation, and a program for maintenance of these facilities throughout the performance of construction activities.
- 3. The Contractor should he desire to modify the specified plan, shall submit to the Owner and Engineer his detailed erosion and sedimentation plan for approval at least two weeks prior to initiation of work.

1.4 APPLICABLE REGULATIONS

- A. In order to prevent erosion and sedimentation from construction activities related to the performance of this project, the Contractor and his subcontractors shall comply with all permits issued for this project, all applicable Federal, State, and local laws and regulations concerning erosion and sediment control, as well as the specific requirements stated in this Section and elsewhere in the Specifications.

1.5 DESIGN CRITERIA

- A. Conduct all construction in a manner and sequence that causes the least practical disturbance of the physical environment.
- B. Stabilize disturbed earth surfaces in the shortest practical time and employ any and all such temporary erosion control devices as may be necessary until such time as adequate soil stabilization has been achieved or permanent erosion control devices are operational.
- C. The erosion control devices specified herein represent the minimum required work for erosion control. The Contractor shall add to these minimum devices any and all measures to effectively prevent migration of sediment from the limits of the work area.
- D. Within this section, the Rhode Island Soil Erosion and Sediment Control Handbook prepared by the U.S. Department of Agriculture Soil Conservation Service and the R.I. Department of Environmental Management shall be the guideline of analysis and the standard source for control measures.

PART 2 PRODUCTS

2.1 STRAW BALES

- A. Bales shall be made of straw or hay with forty pounds minimum weight and one hundred and twenty pounds maximum weight. They should be either wire-bound or string-tied. Wood stakes shall be a minimum of 2 inches by 2 inches nominal size by a minimum of 3 feet long. As an alternate, 1-inch diameter steel rods or steel reinforcing bars may be used.

2.2 SILT SOCK

- A. Silt socks shall either be made on-site or delivered to the job site. The filter sock shall be produced from a 5-mil thick continuous HDPE filament, woven into a tubular mesh netting material, with openings in the knitted mesh of 3/8" (10mm). This shall then be filled with compost meeting the specifications outlined in Table 1 to the diameter of the sock.

- B. The Silt Sock or Filter Sock may be manufactured by Filtrexx, Silt Sock, New England Straw Wattle, or equivalent.

SILT SACK

- A. Silt sacks (or equivalent) shall be placed over down-gradient storm sewer catch basin frame and grates.

PART 3 EXECUTION

3.1 GENERAL EROSION CONTROL REQUIREMENTS

- A. All materials and installation shall be in accordance with the Contract Drawings. In the event that the Contract Drawings do not show all erosion controls required by applicable Federal, State or Local regulations, the contractor shall install all said erosion controls to comply with applicable regulations. Additional controls installed in this manner, which are not shown in the Contract Drawings, shall not be a basis for additional monies for the Contractor.
- B. The Owner has the authority to control the surface area of each material exposed by construction operations and to direct the Contractor to immediately provide permanent or temporary erosion control measures to prevent contamination of adjacent streams, watercourses, lakes, ponds or other areas of water impoundment. Every effort shall be made by the Contractor to prevent erosion on the site and abutting properties.
- C. All slopes shall be stabilized by mulching, seeding, erosion netting or otherwise protected as the work progresses to comply with the intent of this specification. All damaged slopes shall be repaired as soon as possible. The Owner shall limit the surface area of earth material exposed if the Contractor fails to sufficiently protect the slopes to prevent erosion.
- D. The Contractor shall have the necessary materials and equipment on hand at all times to provide for early slope stabilization and corrective measures to damaged slopes.
- E. Erosion controls installed by the Contractor shall be maintained by the Contractor, and he shall remove such installations upon completion of the Work or if ordered by the Owner.
- F. The Contractor shall operate all equipment and perform all construction operations so as to minimize erosion. The Contractor shall cease any of its operations, which will increase erosion during rainstorms.
- G. The Contractor shall place additional erosion and sedimentation controls as required by laws and regulations.

3.2 SILT SOCK INSTALLATION

- A. Silt sock will be placed at locations indicated on plans as directed by the engineer. Filter socks should be installed parallel to the base of the slope or other affected area, perpendicular to sheet flow. In extreme conditions (i.e., 2:1 slopes), or when sheet flow flows to the area from a parcel above the work zone, a second sock shall be constructed at the top of the slope in order to dissipate flows. On locations where greater than a 200-foot-long section of ground is to be treated with a filter sock, the sock lengths should be sleeved. After one sock section (200 feet) is filled and tied off (knotted) or zip tied, the second sock section shall be pulled over the first (1-2 feet) and 'sleeved' creating an overlap. Once overlapped, the second section is filled with compost starting at the sleeved area to create a seamless appearance. The socks may be staked at the overlapped area (where the sleeve is) to keep the sections together. Sleeving at the joints is necessary because it reduces the opportunity for water to penetrate the joints when installed in the field.
- B. Filter socks may be used in direct flow situations perpendicular to runoff channels not exceeding 3 feet (90 cm) in depth. Normally, 8" filter socks should be used. Be sure to stake the filter sock perpendicular to water flow, at a minimum interval of 10 linear feet, using a 2" (5 cm) by 2" (5 cm) wooden stakes. The stakes should be projected through the center of the filter sock and into the soil 1' (30 cm) foot deep and leaving 3" to 4" (7.5 to 10 cm) protruding above the Filter sock.

3.3 SILT SACK INSTALLATION

- A. Silt sacks (or equivalent) shall be placed at down gradient catch basins to prevent sediment from entering the drainage system. Silt sacks shall be periodically cleaned while in use and must be cleaned prior to and after precipitation events. Applicants are advised they may be required to respond immediately for repair and maintenance at the request of the City within two hours of notification. See the Contract Drawings for details.

3.5 REMOVAL AND CLEAN-UP

- A. All temporary erosion control facilities and accumulated sediments shall be removed in a neat and workmanlike manner when all disturbed areas have been satisfactorily stabilized.
- B. All debris removed, sediments and other earth materials shall not leave the project site but shall be hauled to and stockpiled at the location designated by the Owner. All loading, hauling and stockpiling shall be performed by the Contractor at no additional expense to the Owner.

3.6 DEWATERING DISCHARGES

- A. All pumped discharges and surface water flow from work areas shall be passed through a filter barrier of straw bales before being discharged into gutters, ditches, drainage swales, storm sewer systems, wetlands, natural water bodies, streams or rivers. The method of all such discharges shall be subject to the approval of the Owner. The sizing of sedimentation basins, if required, shall provide for a maximum velocity of 1 ft/sec.

END OF SECTION

SECTION 02630 – STORM DRAINAGE UTILITIES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 REFERENCES

- A. All work specified in this Section shall conform to Rhode Island Department of Transportation (DOT), “Standard Specifications for Road and Bridge Construction”, latest revision, herein referred to as “State Standards”.
- B. Existing conditions mapping plan entitled “Topographical & Limited Content Boundary Survey Hull Street Playground & Whiteknact School” prepared by City of East Providence Department of Public Works Engineering Division, dated June 27, 2022
- C. Existing conditions survey was conducted using the North American Vertical Datum of 1988 (NAVD88) and the Rhode Island State Plane Coordinate System with a Leica GS14 Rover.

1.3 SUMMARY

- A. This Section includes gravity-flow, non-pressure storm drainage utilities, with the following components:
 - 1. Subdrainage

1.4 DEFINITIONS

- A. PVC: Polyvinyl chloride plastic.
- B. HDPE: High Density Polyethylene.
- C. PE: Polyethylene

1.5 SUBMITTALS

- A. The Contractor shall submit for approval, the manufacturer’s printed recommendations for the storage, protection, handling, installation and testing of stormwater piping, fittings and appurtenances, which shall be strictly adhered to by the Contractor.

- B. Shop Drawings: For the following:
 - 1. Catch Basins: Include plans, elevations, sections, and construction details of precast cement concrete catch basin, frames and covers, and frame and grates.
 - 2. Pipe of all materials.
- C. Conformance Certificate: Each shipment of castings and concrete manholes and catch basins shall be accompanied by the manufacturer's notarized certification and cylinder testing results that materials meet specified requirements.
- D. Record Drawings: All installed underground utilities shall be designated on as-built drawings by the contractor of record and provided to the Owner and Engineer in AutoCad electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Protect pipe, pipe fittings, and seals from dirt and damage.
- B. Handle catch basins and manholes according to the manufacturer's written rigging instructions.
- C. Use only nylon-protected slings to handle pipe. The use of hooks or bare cables will not be permitted.
- D. Avoid damage to castings from impact, abrasion, or corrosion during handling and storage.
- E. Do not store PVC piping and fittings in the sunlight for extended periods of time. Store pipe in accordance with the manufacturer's recommendations.
- F. Ship rubber gaskets in cartons and store them in a clean area away from grease, oil, ozone-producing electric motors, heat and the direct rays of the sun.
- G. Use all means necessary to protect precast concrete units and materials before, during and after installation and to protect the installed work and materials for all other trades.
- H. In case of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative at the Contractor's expense.
- I. Pipe, pipe fittings, and other associated appurtenances damaged during delivery handling or storage shall be replaced at no additional cost to the Owner.

1.7 PROJECT CONDITIONS

- A. The Contractor shall provide means of stormwater management during construction to control runoff.
- B. The Contractor is responsible for any damage resulting from stormwater runoff during construction, including damage from flooding.

1.8 QUALITY CONTROL

- A. All precast concrete shall be the product of a manufacturer who has demonstrated capability to produce precast concrete products of the quality specified. A manufacturer must be able to show that he has experienced personnel, physical facilities, established quality control procedures, and a management capability sufficient to execute the work of this contract. When requested by the Owner's Representative, the Contractor shall submit written evidence of the above requirements.
- B. Experienced plant personnel shall closely supervise the manufacturing process, and daily records of concrete strength shall be kept and submitted to the Owner's Representative for control.
- C. Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly trained and experienced in the installation of the precast concrete structures and shall direct all work performed under this Section.

PART 2 PRODUCTS

1.1 HIGH-DENSITY POLYETHYLENE PIPE AND FITTINGS

- A. High-density Polyethylene Pipe (HDPE) pipe and fitting shall be ADS TN 1.01, shall be dual wall 6-inch diameter slotted flex-pipe.
- B. Class II perforations shall be located in the outside valleys of the corrugations, be circular and/or slotted, and be evenly spaced around the circumference and length of the pipe. The perforations shall be located in the outside valleys of the corrugations. The water inlet area shall be no less than 0.945 in² /ft (20 cm² /m) for pipe diameters 4- through 10-inch (100 - 250mm)
- C. Pipe shall be rated to withstand H-20 Loading Criteria with 18" of cover.

1.2 MANHOLE AND CATCH BASIN MATERIALS

- A. Cement shall be Portland cement conforming to ASTM C150, Type III, high early strength.
- B. Aggregate: shall conform to ASTM C330 and shall be graded, crushed stone with a resulting unit weight of concrete of up to one hundred fifty-five (155) pounds per cubic foot, and a minimum unit weight of not less than one hundred forty-eight (148) pounds.
- C. Water: shall be clear and free of injurious and deleterious substances.
- D. Concrete: shall have a minimum strength of 5000 psi at twenty-eight (28) days and a strength of 3000 psi at the time of form release.
- E. During the process of manufacturing of the units not less than two (2) test cylinders shall be tested at the time release of the form and two (2) at age twenty-eight (28) days.
- F. All compression test cylinders shall be made, cured and stored in accordance with ASTM C31. Cylinders shall be tested in accordance with ASTM C39.
- G. All concrete shall be air-entrained as specified per RIDOT Standard Specifications.
- H. Admixtures shall only be used after prior approval of the Engineer.
- I. All reinforcing bars shall conform to the requirements of ASTM designation: A615, Grade 60.
- J. Welded wire fabric shall conform to the requirements of ASTM designation: A185.

1.3 PRECAST CONCRETE MANHOLES, CATCH BASINS AND BRICK

- A. Precast Concrete Manhole and Catch Basin sections shall be equal to that shown on the drawings and shall conform to ASTM Specifications C-478. The horizontal joints between sections shall be sealed using a flexible butyl resin sealant and shall conform to ASTM C-990. In addition, the horizontal joints on the inside and outside of the manhole and catch basin shall be sealed with a “Quick Plug” as manufactured by Parson or approved equal.
- B. Brick shall conform to ASTM Specification C-32, except that the table therein is amended to provide that the required minimum compressive strength in pounds per square inch shall be for any individual brick 3,000 or 5,000 for the average of five bricks selected at random. The maximum absorption of water by a five-hour boiling test shall not exceed 16% for any individual brick or 12% for the average of any five bricks selected at random.

- C. Unless otherwise noted on the Drawings, manholes less than fifteen (15) feet deep shall have an interior diameter of 48 inches. Manholes fifteen (15) feet and deeper shall have an interior diameter of 60 inches unless otherwise noted. Manholes with an interior diameter of 72 inches shall be utilized where indicated on the Drawings. All catch basins shall have an interior diameter of 48 inches unless specified otherwise.
- D. Openings for pipe insertions shall be round and shall be precast or cored only. The diameter of the opening shall be adequate to install a rubber boot seal. The cored or precast opening shall maintain a minimum undisturbed distance of 6" from the manhole section joints. The flexible rubber boot shall be neoprene with stainless steel clamps and bands.
- E. Weirs for diversion manholes may be constructed with concrete block joined with mortar or cast into the structure. The contractor shall form each weir as depicted on the plans. Provide a watertight seal with no gaps between weir wall and structure wall. Weirs shall be connected to structure wall using epoxy coated steel rebar reinforcement.

1.4 MANHOLE FRAMES AND COVERS

- A. Manhole Frames and Covers shall be cast iron and conform to the details on the drawings. Cast iron shall conform to ASTM A-48, Class 25. The underside of the cover and upper side of lip frame must present parallel plane surfaces, and at these points of contact, the frames and covers shall be machined to prevent covers from rocking in the frames under traffic.
- B. Covers shall bear evenly in the frame and both frame seats and covers shall be accurately fabricated so that covers are interchangeable for use with any and all frames. Where indicated, frames and covers shall be watertight, and locked. The sizes and weights (medium duty, heavy duty, etc.) are shown on the detail sheets for special manholes.
- C. Mortar shall consist of one part cement and two parts clean sand. No lime shall be used.
- D. Covers shall have a non-slip surface and shall have the word "DRAIN", inscribed.
- E. Frames and covers shall be installed on the manholes as indicated on the drawings. They shall be well-bedded and encased in cement mortar and accurately set to the grades indicated or as directed. Red clay brick with cement mortar shall be used to adjust the grade of frame and cover. One half inch of cement mortar plaster cast shall be applied to exterior of red clay bricks.

1.5 CATCH BASIN FRAMES AND GRATES

- A. Catch Basin Frames and Grates shall be cast iron and conform to the details on the drawings. Cast iron shall conform to ASTM A-48, Class 25. The underside of the grate and upper side of the lip frame must present parallel plane surfaces, and at these points of contact, the frames and grates shall be machined to prevent grates from rocking in the frames under traffic.
- B. Grate shall bear evenly in the frame and both frame seats and grates shall be accurately fabricated so that the grate is interchangeable for use with any and all catch basin frames.
- C. Mortar shall consist of one part cement and two parts clean sand. No lime shall be used.
- D. Gratings shall have a non-slip surface.
- E. Gratings shall be installed on the catch basins as indicated on the drawings. They shall be well-bedded and encased in cement mortar and accurately set to the grades indicated or as directed. Red clay brick with cement mortar shall be used to adjust the frame and grate. One-half inch of cement mortar plaster cast shall be applied to the exterior of red clay bricks.

1.6 MANHOLE STEPS

- A. Manhole steps shall be manufactured of Copolymer Polypropylene plastic with ½” grade 50 steel reinforcement.
- B. Steps shall conform to ASTM D-4101 under Type II.
- C. The capacity of each step shall be 1000 lb. at a 5-1/8 inch distance from the wall and 1500 lb. at a 4-inch distance from the wall.
- D. Steps shall measure 12 inches wide (min.) and extend 5-1/8 inches from the wall.
- E. Manhole steps shall be provided in each base, riser and top section and shall be integrally cast in each; 12 inches O.C.

1.7 IDENTIFICATION

- A. Underground-type line markers for non-metallic pipelines: manufacturer's standard permanent detection tape, bright-colored, continuous printed polyethylene tape with a metallic core for each detection of non-metallic underground installations, intended for direct-burial service; not less than 6" wide x 4 mils thick. Provide green detection tape with black printing reading "Caution Drain Line Buried Below" as manufactured by Seton or approved equivalent.

PART 3 EXECUTION

1.1 EARTHWORK

- A. Excavation, trenching, and backfilling are specified in Section 02300 "Earthwork."

1.2 PIPE INSTALLATION

- A. Reinforced Concrete Pipe: The method of joining reinforced concrete pipe sections shall be such that the ends are fully entered, and the inner surfaces are reasonably flush and even. Joints shall be made with rubber gaskets and Portland Cement grout. The completed joints shall be protected against rapid drying by suitable covering material.
- B. Use only nylon-protected slings to handle pipe. The use of hooks or bare cables will not be permitted.
- C. PVC Piping: No machinery shall directly contact the PVC pipe to push the pipe into place. The pipe shall be pushed into place by hand. The use of a hammer or mallet is permitted, with the use of a board to shield the end of the pipe being struck by the hammer. The pipe shall not be directly contacted with a hammer or mallet. Any pipe damaged while being pushed into place or while being laid in the trench shall be removed from the site and replaced at the expense of the Contractor.
- D. Pipe shall be inspected before any backfill is placed. Any pipe determined by the Owner's Representative to be out of alignment, unduly settled, or damaged shall be taken up and re-laid or replaced at no additional cost to the Owner.
- E. General Locations and Arrangements: Drawing plans and details indicate the location and arrangement of underground storm drainage piping. Install piping as indicated, following the piping manufacturer's written instructions.
- F. Install piping beginning at a low point, true to grades and alignment indicated with an unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to the manufacturer's written instructions for the use of lubricants, cements, and other installation requirements.
- G. If there are conflicts between utilities, the Contractor shall stop work on the utilities, contact the Engineer, and await direction from the Engineer.
- H. Install piping with a 36-inch minimum cover unless otherwise specified on the Drawings.
- I. Install piping with a minimum slope as specified on Drawings.

- J. Install PVC piping according to ASTM D 2321, ASTM F 1668, and manufacturer's recommendations.
- K. Install reinforced concrete piping according to ASTM C 1479 and the manufacturer's recommendations.

1.3 MANHOLE & CATCH BASIN INSTALLATION

- A. Excavation and backfilling requirements for the installation of manhole and catch basin structures shall be in accordance with the requirements as specified in Section 02300, Earthwork.
- B. Manhole and catch basin barrel and cone sections shall be set so as to be vertical and in true alignment.
- C. Where required for future connections, openings shall be cast in the manholes and catch basins at the proper location and shall be sealed with watertight brick bulkheads or plugs.
- D. The inverts of all manholes shall be constructed of brick and formed to the details shown on the contract drawings.
- E. Concrete Base Slabs for manholes and catch basins shall have a full thickness of 12 inches and shall extend 6 inches beyond the outside walls.
- F. Bottom riser sections of reinforced concrete manholes and catch basins may be either cast-in-place or precast concrete. The top edges, of cast-in-place bottom sections, shall be formed with a removable steel ring template designed to fit the tongue end of the precast riser sections.
- G. Inverts: Where pipe alignment permits and where directed by the Owner's Representative, the pipe shall be continued through the manhole and the top half carefully and evenly cut away. Where changes in alignment occur, unless otherwise authorized by the Engineer, inverts shall be constructed of brick and mortar with a smooth flow line and an even curve in accordance with the plans.
- H. Joints: Pipe joints into manholes and catch basins shall be constructed in accordance with the details shown on the plans. Complete details of the boot manufacture and installation shall be submitted for approval. All areas around pipes passing through walls of manholes and catch basins shall be completely filled with waterproof cement mortar to tightly fill any space through which water can pass. All manhole and catch basin joints between sections shall be sealed with 1" diameter Butyl rubber sealant with hydraulic cement and coated with bitumastic sealant on the exterior.

- I. Bricks shall be laid in a workmanlike manner, true to line, and the joints shall be carefully struck and pointed on the inside. Bricks shall be thoroughly wet when laid and each brick shall be laid in mortar so as to form full bed, end and side joints in one operation. The outside of the brickwork shall be neatly plastered with ½" layer of cement mortar as the work progresses. The brickwork shall be satisfactorily bonded to the concrete and cast-iron frame. No brick masonry shall be laid in water, or any water allowed to rise on the brickwork until the masonry has set for at least 24 hours.
- J. Damp-proofing: All exterior surfaces of manholes and catch basins shall receive at least one coat of asphalt damp-proofing.

1.4 SUBDRAIN SYSTEM

- A. Refer to plan, Subdrain Construction Detail.
- B. Excavate, cut, and shape the earthen surface to be at the correct subgrade (minus loam and seed)
- C. Excavate a 2-foot wide by a minimum of 2-foot deep trench at proposed Subdrain Locations and limits as shown on the plans
- D. Install Mirafi 500X (or equal) filter fabric into the open trench, and securing placed on trench bottom and again trench sidewalls, with sufficient filter fabric material placed at the surface to left and right of open trench (to be overlapped upon itself).
- E. Install Filter Stone (M.01.07) into trench excavation, filling to proper subgrade per location and linear feet.
- F. Place 6-inch diameter ADS HDPE perforated corrugated plastic subdrain piping/flexipipe into trench, maintain a correct positive pipe slope or pitch from the initiation point to the termination or connection point into the catch basin or storm sewer manhole as shown on the plans.
- G. Continue placing Filter Stone within trench and to sides and over the top of the perforated trench drainpipe. Fill trench with Filter stone until stone surface is even with the correct final subgrade elevation.
- H. Fold Mirafi filter fabric back over the Filter Stone.
- I. Cover Subdrain System with loam and seed.

1.5 IDENTIFICATION

- A. Materials and their installation are specified in Section 02300 - Earthwork. Arrange for the installation of green warning tape directly over piping and at the outside edge of underground structures.
 - 1. Use detectable warning tape over nonferrous piping and over edges of underground structures.

1.6 FIELD QUALITY CONTROL

- A. Inspect the interior of piping to determine whether line displacement or other damage has occurred. Inspect after approximately 24 inches of backfill is in place, and again at the completion of the Project.
 - 1. Defects requiring correction include the following:
 - a. Alignment: Less than the full diameter of the inside of the pipe is visible between structures.
 - b. Deflection: Flexible piping with a deflection that prevents passage of ball or cylinder of size not less than 92.5 percent of piping diameter.
 - c. Crushed, broken, cracked, or otherwise damaged piping.
 - d. Infiltration: Water leakage into piping.
 - e. Exfiltration: Water leakage from or around piping.
 - 2. The Contractor shall, at his own expense, replace defective piping using new materials, and repeat inspections until defects are within allowances specified.
 - 3. The Contractor shall repair any defects or corrections required by the Owner's Representative.

1.7 CLEANING

- A. The Contractor shall clean the interior of piping and structures of dirt, debris, and superfluous materials prior to commencing work, during construction and prior to acceptance of the stormwater drainage system.
- B. The Contractor shall also clean downstream portions of the stormwater conveyance system which recovered silt deposits from the construction activity.

1.8 RECORD DRAWINGS

- A. All installed underground utilities shall be designated on as-built drawings by the contractor of record and provided to the Owner and Engineer in AutoCAD electrical format prior to completion of the project. All as-built drawings, (underground and above ground) shall be dimensioned from permanent benchmarks such as existing buildings and include depths at various points throughout the extent of the work, and invert elevations at all structures.

END OF SECTION

SECTION 02830 – IRRIGATION STANDARD SPECIFICATIONS

PART 1 GENERAL

1.01 General

Work in this section consists of all labor, materials, and equipment necessary to install the irrigation system as indicated on the plans and includes, but not necessarily limited to: Lawn and shrub sprinkler system automatic controller and remote-control valves, the proper execution of the work, including trenching, boring under driveways, walks, and curbs, installation of pipe sleeves, and backfilling.

The system design and materials shall be compatible with the existing Hunter Controller.

PART 2 - MATERIALS

2.01 Submittals

- A. Before any irrigation system materials are delivered to the job site, submit to the Owner a complete list of all irrigation system materials proposed to be furnished and installed. Show the manufacturer's name and catalog number for each item, furnish complete catalog cuts and technical data, and furnish the manufacturer's recommendations as to the method of installation.
- B. Provide at least one person who shall be present at all times during the execution of this portion of the work, and who shall be thoroughly familiar with the type of materials being installed, and the material manufacturer's recommended methods of installation, and who shall direct all work performed under this section. The Contractor shall have a minimum of 5 years of experience in commercial or residential lawn irrigation installation.

2.02 Materials

All materials to be used in the system shall be new and without flaws or defects and of quality and performance as specified to meet the requirements of the system.

A. Polyvinyl Chloride (PVC) Pipe

- 1. The pipe shall be homogeneous throughout and free from visible cracks, holes, foreign materials, blisters, deleterious wrinkles, and dents.
- 2. PVC irrigation pipe shall be Class 200 Type 1120 SDR 21 Solvent-Weld PVC conforming to ASTM No. D2241 and D3036 as manufactured by Crestline or approved equal. All pipe shall be continuously and permanently marked with the following information: Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73°F (23°C), and National Sanitation Foundation (N.S.F.) approval.

B. Risers

1. All stationary spray heads shall have risers of high-density polyethylene plastic pipe (“funny pipe”) with spiral barbed ell fittings. The minimum length of “funny pipe” shall be eighteen inches (18”) (450mm).
2. Swing joint riser for quick coupling valves shall be 1” unitized PVC with brass inserts as manufactured by Dura or equal. Valve boxes for quick coupling valves shall be 6” round as manufactured by Carson or equal.

C. Manual Valves

1. Manual isolation gate valves for mainline and each zone shall be brass body high-pressure upright screw type as manufactured by Hammond or equal. Manual valves for electric valve isolation shall be bronze body full port chrome plated ball valve 7010810 series as manufactured by Apollo or equal.

D. Valve Boxes

1. All remote-control valves, manual control valves, zone shut-off valves, ball valves, or globe valves unless otherwise indicated, shall be installed in a valve access box of proper size as required for easy access to the valve.
2. Valve boxes shall not be located within a playing field. Valve boxes shall be placed with a minimum of five feet (5’) (1.5m) separation between each valve box.

E. Sprinkler Heads

1. Sprinklers shall be Hunter I-25-06-SS series full and part circle pop-up rotaries with check valve 6” stainless steel riser and nozzles as indicated on provided Hunter Design Plans. Sprinkler heads shall be manufactured by Hunter Industries or equal. Swing joint risers shall be 3 ell unitized pre-fabricated double O-ring PVC as manufactured by Spears or equal.
2. All heads of a particular type and for a particular function in the system shall be of the same manufacturer and shall be marked with the manufacturer’s name and identification, in such a position that they can be identified without being removed from the system.

F. Automatic Irrigation Controllers

1. The existing Controller, reported as Hunter model XCH 1200 SS 12, shall be utilized and checked for operational readiness or use.
2. Field controllers shall be model numbers and manufacturers as shown on the plans or an acceptable equal.

3. Field controllers shall be installed on approved concrete bases in accordance with the manufacturer's recommendations as shown on the drawings.
4. Field controllers shall be installed with the manufacturer's lightning and surge protection.
5. Central controller shall be model number and manufacturers as shown on the plans, or acceptable equal. Central controller shall be located as shown in the drawings.
6. On-site lockable disconnects or lockable fuse block and a 110-volt outlet shall be installed at each controller in a separate lockable water-tight enclosure.

G. Automatic Remote-Control Valves

1. Electric control valves shall be Hunter ICV series diaphragm type fiberglass body plastic valves equipped with P/N 458 200 DC latching solenoid as required. Electric control valves shall be manufactured by Hunter Industries or equal. Valve boxes for electric valves shall be 12-inch standard valve boxes as manufactured by Carson or equal.
2. Valve control wire shall be minimum #14 single conductor direct burial UL – and UF – approved and meet all state and local codes for this service. Individual wires must be used for each zone. Common wires shall be white; zone power wires shall be red. All wires shall be manufactured by Paige Electric or equal.

H. Quick Coupling Valves

Quick coupling valves shall be Hunter model HQ-SRC 1" NPT brass one-piece body with thermoplastic cover, H-55 key and swivel as manufactured by Hunter Industries or equal and located as shown on the Hunter design plans.

I. Control Cable

1. All electric control and ground wire shall be irrigation control cable or approved equal, 14-gauge unless otherwise indicated on the drawings. All wiring to be used for connecting the automatic remote-control valve to the automatic controllers shall be Type "UF", 600 volts, solid copper, single conductor wire with PVC insulation and bear UL approval for direct underground burial feeder cable.
2. Insulation shall be 4/64-inch (1.6mm) thick minimum covering of ICC-100 compound for positive waterproofing protection. All control or "hot" wires shall be of one color (black) and all common or "ground" wires shall be white. When more than one valve is operated by a single controller station, provide a separate control wire from the controller to each valve, and one valve per box. Each valve should have no less than twenty-four inches (24") (600mm) of control cable inside the valve box. Each wire shall be labeled at the valve box and at the controller to what zone each wire controls.

3. Verification of wire types and installation procedures shall be checked to conform to local codes.

J. Fittings

1. All plastic pipe fittings shall be permanently marked with the following information: Manufacturer's name or trademark, size, schedule and type of pipe, working pressure at 73°F (23°C), and National Sanitation Foundation (N.S.F.) approval.
2. All plastic pipe fittings to be installed shall be molded fittings manufactured of the same material as the pipe and shall be suitable for solvent weld or screwed connections.
3. Slip fitting socket taper shall be so sized that a dry unsoftened pipe end, conforming to these special provisions, can be inserted no more than halfway into the socket. Plastic saddle and flange fittings will not be permitted. Only schedule 80 fittings may be threaded.
4. When connection is plastic to metal, plastic male adapters shall be used. The male adapter shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be Teflon Tape and Teflon paste. No oil based products permitted.
5. PVC irrigation fittings except nipples shall be schedule 40 solvent weld fittings as manufactured by Spears or equal. All threaded PVC nipples shall be schedule 80 fittings as manufactured by Spears or equal. All PVC cement shall be IPS/weld-on used in conjunction with the appropriate primer or equal.

K. Pipe Sleeves

1. Pipe sleeves shall be Schedule 40 PVC pipe, or equal.

L. Concrete

1. All concrete shall be 3,000 psi (20,700kPa) at 28 days, transit mixed. Provide certifications with each delivery.

M. Other Materials

1. All other materials, not specifically described, but required for a complete and proper irrigation system installation, shall be new, first quality of their respective kinds, and subject to the approval of the City.

PART 3 - EXECUTION

3.01 Sequencing of Work

- A. Installation: Prior to the installation of the rootzone, the Contractor must coordinate the installation of the irrigation service lines which are located within the boundaries of the area of reconstruction. This is necessary to prevent disruption of the finished grade surface, which shall be installed after all other work within the area has been completed.
- B. All irrigation piping and components shall be bedded and backfilled with clean and stone/rock free material. In the event of on-site soil materials not being suitable for this purpose, clean Rootzone material or sand shall be imported and used for bedding and backfill. All valves both isolation and electric require a firm foundation of a 4" base layer of 3/8" drainage stone for valve and valve box support and cleanliness for future access.
- C. Irrigation heads shall not be installed within areas of soil amendment, tilling and blending until after the seed surface preparation process has been completed and the finish grade established. Swing joint assemblies must be sealed with a suitable drilled cap and placed with the cap facing up and buried below the 12" seeding surface. Upon completion of finish grading, the system will be turned on to dampen areas of burial and indicated head locations. *Prior to acceptance, the entire irrigation system shall be tested and adjusted for approval by the Athletic Field Consultant. Note: Upon completion of the installation of the irrigation system the site shall be inspected by the Owner or Athletic Field. Consultant, or a designee for approval and acceptance of the irrigation installation.
- D. System Testing and Final Assembly
- E. At the completion of finish rootzone grading and compaction, the irrigation system will be activated to locate sprinkler head swing joint assemblies. Head location areas can then be excavated by hand to expose the swing joint for cap removal and head installation.
- F. All sprinkler heads shall be installed, set to specific grade, backfilled and tamped. The entire system will then be tested zone by zone to ensure proper function, coverage, adjustment and soil saturation limits.
- G. The entire system shall be used for hydraulic saturation and settling of the root zone profile prior to the final preparations for seeding.

3.02 Product Handling

- A. Use all means necessary to protect irrigation system materials before, during, and after installation and to protect the installed work and materials of all other trades.
- B. In the event of damage, immediately make all repairs and replacements necessary to the approval of the City and at no additional cost to the Owner.

3.03 Surface Conditions

A. Inspection

1. Prior to all work of this section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that trenching may be completed in accordance with the original design and the referenced standards.
3. In the event of a discrepancy, immediately notify the City. Do not proceed with installation in areas of discrepancy until all discrepancies have been fully resolved.

3.04 Trenching

- A. Perform all trenching required for the installation of items where the trenching is not specifically described in other sections of these Specifications.
- B. Make all trenches in accordance with OSHA Requirements with sufficient width to provide free working space at both sides of the trench and around the installed item as required for gluing, joining, backfilling, and compacting while minimizing the width of trenches.
- C. All mainlines shall have a minimum cover of fourteen inches (14”) (350mm) and a maximum cover of twenty inches (20”) (500mm) above the pipe. All laterals shall be the same depth as the mainline. All lateral and main lines shall be installed in a straight line with no arching or bending of pipe. Change in the direction of the pipe shall occur only with the use of proper fittings only.
- D. Where trench excavation is inadvertently carried below proper elevations, backfill with material approved by the City and then compact to provide a firm and unyielding subgrade to the approval of the City and at no additional cost to the Owner.
- E. Trench Bracing
 1. Properly support all trenches in strict accordance with all pertinent rules and regulations.
 2. Brace, sheet, and support trench walls in such a manner that they will be safe and that the ground alongside the excavation will not slide or settle, and that all existing improvements of every kind will be fully protected from damage.
 3. In the event of damage to such improvements, immediately make all repairs and replacements

necessary to the approval of the City and at no additional cost to the Owner.

4. Arrange all bracing, sheeting and shoring so as to not place stress on any portion of the completed work until the general construction thereof has proceeded far enough to provide sufficient strength.
5. Exercise care in the drawing and removal of sheeting, shoring, bracing, and timbering to prevent collapse or caving of the excavation faces being supported.

F. Grading and Stockpiling Trenched Material

1. Control the stockpiling of trenched material in a manner to prevent water running into the excavations.
2. Do not obstruct surface drainage but provide means whereby storm and waste waters are diverted into existing gutters, other surface drains, or temporary drains.

G. All trench excavation shall be made by open cut. During excavation, material suitable for backfilling shall be piled in an orderly manner a sufficient distance from the banks of the trench to avoid overloading and to prevent slides or cave-ins. The Contractor shall remove all material not required for backfill or not suitable for backfill, from the site. Banks of trenches shall be kept as nearly vertical as possible and shall be properly sheeted and braced as may be necessary to prevent caving.

H. Trench widths in paved streets or in areas where proximity to other structures require vertical cuts, shall not be wider than is required for proper handling, jointing and bedding of the pipe.

I. The bottom of the trenches shall be accurately graded to line and grade, and provide uniform bearing and support for each section of the pipe on undisturbed soil, at every point along its entire length. Depressions for joints shall be dug after the trench bottom has been graded, and shall be only of such length, depth and width as required for properly making the particular type joint. Care shall be taken not to excavate below the depths indicated.

J. Where rock occurs in trench excavation, the rock shall be removed to a depth of six inches (6") (150mm) below the established grade line, and to a width of twelve inches (12") (300mm) greater than the outside diameter of the pipe to be installed in the trench.

K. Where excavation of trenches requires the removal of asphalt pavement, the pavement shall be cut in a straight line along the edge of the excavation by use of a spade-bitted air hammer, concrete saw, or similar approved equipment to obtain straight, square and clean break; and, after backfilling and subgrade preparations are completed, hot plant mix asphalt concrete shall be replaced and compacted in accordance with the appropriate standard specification. Replaced base course and asphalt shall match removed sections, with a minimum of two inches (2") (51mm) asphalt concrete over eight inches of suitable (8") (203mm) base course.

- L. Excess material, including rock, broken concrete, bituminous materials, debris, or other materials not suitable for backfill, shall be removed from the site and disposed of by the Contractor.

3.05 Boring

- A. Boring shall be used to route pipe, wiring, or both under concrete structures such as walks or curbs where trenching is impractical. Sleeves shall be installed in all bored holes.
- B. Boring shall be accomplished with a drill, auger, water jet, or any other instrument approved by the City capable of producing a precise hole. Boring shall not disturb overlaying structures or cause settlement and damage to those structures.

3.06 Sleeves

- A. Sleeves shall be installed wherever the routing of a pipe, wiring, or both crosses a paved area or passes through a bored hole.
- B. Sleeves laid in open trenches shall be uniformly and evenly supported by undisturbed soil on the trench bottom. Backfill shall conform to standards hereinafter specified.
- C. Sleeves installed in borings shall be forced through and shall have a snug fit throughout the length of the bored hole. Sleeves cracked or broken shall not be accepted.

3.07 Backfill

- A. The trenching shall not be backfilled until inspection by the City has been completed and the pipe installation, including the grade, alignment, and jointing has been found to be in compliance with the requirements of the plans and specifications.
- B. Select backfill material consisting of sand, fine gravel or select earth, free of large lumps or rocks larger than one inch (1") (25mm) shall be used in backfilling around and over the installed pipe.
- C. The select material shall be obtained from the excavation material removed from the trench and shall be processed by screening, sifting, or selective sorting, so as to produce the type of backfill herein specified. The Contractor may at his option and own expense provide an acceptable imported material.
- D. This backfill material shall be carefully deposited around and over the pipe in layers not more than six inches (6") (150mm) thick, loose measurement, unless otherwise permitted by the City, wetted

to optimum moisture content and uniformly compacted to at least 95 percent of the maximum density obtainable at optimum moisture content as determined by AASHTO T99 Method A or D (latest revision), until the pipe has a cover depth of at least 14 inches (14”) (350mm).

- E. The remaining depth of the trench shall be backfilled with excavation material removed from the trench, which shall be wetted or dried to near optimum moisture content.

3.08 Field Measurements

- A. Make all necessary measurements in the field to ensure precise fit of items in accordance with the original design.

3.09 Installation of Piping

- A. Perform all trenching and backfilling as specified by the specifications in this Section.
- B. Lay out the piping system in strict accordance with the plans. Where piping is shown on the plans to be under paved areas, but running parallel and adjacent to planted areas, the intention is to install the piping in the planted areas.
- C. All mainlines and laterals shall be installed with twelve inches (12”) (304 mm) minimum cover, and a maximum of eighteen inches (18”) (457 mm) cover, over the pipe.
- D. All lines shall have a minimum clearance (horizontal and vertical) of four inches (4”) (100mm) of adjacent pipe from each other, and six inches (6”) (150mm) from lines of other trades, except through pipe sleeves. Parallel lines shall not be installed directly over one another.
- E. Carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs and reaming as required; install all pipe with all markings up for visual inspection and verification.
- F. PVC Pipe
 - 1. Plastic pipe shall be installed in a manner so as to provide for expansion and contraction as recommended by the manufacturer.
 - 2. All plastic joints shall be solvent-weld joints. Only the solvent cement recommended by the pipe manufacturer shall be used. All plastic pipe and fittings shall be installed as outlined and instructed by the pipe manufacturer and it shall be the Contractor’s responsibility to make arrangements with the pipe manufacturer for any field assistance that may be necessary. The Contractor shall assume full responsibility for the correct installation.
 - 3. All plastic-to-metal joints shall be made with plastic adapters.
 - 4. The solvent-weld joints shall be made dry.

5. The solvent-weld joints shall be allowed to set at least 24 hours before pressure is applied to the system on PVC pipe.
6. Swing joints shall be installed on the same side of the pipe as the head. Swing joints may not cross pipe laterally.

G. Thrust Blocks

1. Provide concrete thrust for all pipe as required by the following schedule:

Sizes		Pipe Tees and Dead Ends				Elbows											
						22 ½ degrees				45 degrees				90 degrees			
		Length		Height		Length		Height		Length		Height		Length		Height	
In	Mm	In	Mm	In	mm	In	mm	In	mm	In	mm	In	mm	In	mm	In	mm
3-4	75-100	24	600	12	300	9	225	12	300	17	425	12	300	21	525	18	450
6	150	33	825	18	450	12	300	18	450	24	600	18	450	32	800	24	600
8	200	40	1000	24	600	16	400	24	600	30	750	24	600	45	1125	30	750
10	250	50	1250	30	750	20	500	30	750	40	1000	30	750	61	1525	36	900
12	300	61	1525	36	900	28	700	30	750	56	1400	30	750	87	2175	36	900

2. All thrust blocks shall bear directly on undisturbed earth. Pipe shall be centered in the middle of thrust block. Contractor shall install a plastic barrier between the thrust block and the pipe and/or wires, so as not to encase them in the concrete thrust block.

3.10 Installation of Equipment

- A. All fittings, valves, etc. shall be carefully placed in the trenches as shown on the plans.

1. All control wires shall be clearly labeled, by station, using weatherproof material, both at the controller and at the valve. The outside cover of all automatic valve boxes shall also have the station number clearly stamped on the cover.
2. All sprinklers, having adjustable nozzles, shall be adjusted for proper and adequate distribution of the water over the coverage pattern of the sprinkler.
3. All nozzles on stationary pop-up sprinklers or stationary spray heads shall be tightened after installation. All sprinklers having an adjusting screw, adjusting stem or adjusting friction collars shall be adjusted as required for the proper arc of coverage, radius, diameter and/or gallonage discharge.

B. Lawn Sprinkler Heads

1. Install lawn sprinkler heads where indicated on the plans and in strict accordance with the manufacturer's recommendations.

2. Along walks and driveways where finished grade is established, set all heads one-quarter inch (1/4") (5mm) below surface of pavement at time of installation and one and one-half inches (1-1/2") (40mm) from pavement. Stake all temporary risers.
3. Set all heads to final grade where sod lawn will be installed.
4. Upon completion of the maintenance period, reset all lawn sprinkler heads flush with grade and firmly anchor with soil.

3.10 Testing and Inspection

A. Closing-in Work

1. Do not allow or cause any of the work in this section to be covered up or enclosed until it has been inspected, tested, and approved by the City.
2. Where trenches are not closed at the end of the day Contractor shall accept all liability for any damage or injury that may result from open trenches. Provide barricades and warning tape as necessary around all open trenches.

B. Before backfilling the mainline, and with all control valves in place, completely flush and test the mainline and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.
2. Before testing, fill the line with water for a period of at least 24 hours.
3. After valves have been installed, test all installed irrigation lines for leaks at a pressure of 150 psi (1035 kPa) for a period of two hours, with all couplings exposed and with all pipe sections center loaded.
4. Furnish all necessary testing equipment and personnel.
5. Correct all leaks and retest until acceptance by the Engineer.

D. Final Inspection

1. Thoroughly clean, adjust, and balance all systems.

- E. Demonstrate the entire system to the Engineer, proving that all remote-control valves are properly balanced, that all heads are properly adjusted for radius and arc of coverage, and that the installed system is workable, clean, and efficient.

3.11 Record Drawings

- A. Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Locations shown on as-built drawings shall be kept day to day as the project is being installed. All dimensions noted on drawings shall be neat and legible.

Show locations and depths of the following items: Point of connection
Routing of sprinkler lines Ball valves
Sprinkler control valves Quick coupling valves
Routing of control and power wires Sprinkler heads
Other related equipment

- B. Record drawings must be delivered to the Owner upon completion.

3.12 Operations and Maintenance Manuals

- A. Prepare and deliver to the Owner within ten calendar days prior to completion of construction, all required and necessary descriptive material in complete detail and sufficient quantity, properly prepared in four individually bound copies of the operations and maintenance manual. The manual shall describe the material installed and shall be in sufficient detail to permit operating personnel to understand, operate and maintain all equipment. Spare parts lists and related manufacturer information shall be included for each equipment item installed. Each complete, bound manual shall include the following information:
 - 1. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment with names and addresses of local manufacturer representatives.
 - 2. Complete operating and maintenance instructions on all major equipment.
- B. In addition to the above maintenance manuals, provide the maintenance personnel with instructions for system operation and show written evidence to the Owner at the conclusion of the project that this service has been rendered.
- C. Final payment will not be made until record drawings and operation and maintenance manuals have been submitted and approved.

3.13 Warranty

- A. Warranty requirements will be submitted to Owner upon substantial completion of work.

- B. The Contractor shall winterize the system and perform spring start-up of the system during the guarantee period. These functions shall be coordinated in advance with the Owner, and the Owner's personnel shall be encouraged to participate.
 - 1. Upon re-energizing the system, the Contractor shall repair any leaks or breaks and shall check each head and valve, making any adjustment necessary.

3.14 Crossing and Repairing Existing Irrigation Systems

- A. The Contractor shall coordinate all work with the City of Lakeland for locating the existing irrigation pipelines. The ends of the pipe shall be cleaned and plugged with a solvent weld cap. The pipeline shall be kept clean and free of debris.
- B. After installation and backfilling the Contractor shall expose the irrigation crossings and repair the pipeline in accordance with this specification. The Contractor shall coordinate his activities with the City of Lakeland to ensure that the lines are adequately flushed and leak tested at static pressure following the repairs.

END OF SECTION

SECTION 02900 – LANDSCAPING

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Work under this section includes the furnishing of topsoil and its preparation for seeding and mulching areas disturbed by the construction operations.

1.2 REFERENCES

- A. Within this section, the State of Rhode Island Department of Transportation's "Standard Specifications for Road and Bridge Construction," latest edition, shall be referred to as the State Standards.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Section 02200 – Earthwork

1.4 QUALITY ASSURANCE

- A. Submittals:

Include certifications of performance for mulch products and analysis of proposed seed products. Submit certification that grass seed has been tested by a recognized laboratory for seed testing within 6 months prior to delivery. Do not use seed that has become wet or moldy. Submittals shall be made in accordance with Section 01300 – Submittals.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil: Loose friable loam, free of stumps, roots, rocks, brush, weeds, subsoil, refuse or other material detrimental to proper development of vegetative growth. Topsoil shall be in accordance with Section M.18.01 of the State Standards.
- B. Mulch: Wood Cellulose Fiber - commercial product specifically manufactured for use with grass seed. Express application requirements of product in terms of air-dry weight (10% maximum allowance for moisture content). Cellulose fiber mulch shall be in accordance with Section M.18.08 of the State Standards.

- C. Commercial Fertilizer: Commercial product manufactured for seeded or sodded areas, containing nitrogen derived from natural sources and 10% by weight in available form with 6% phosphoric acid and 4% potash. Commercial fertilizer shall be in accordance with Section M.18.06.1 of the State Standards.
- D. Lime: Ground limestone to existing State and Federal regulations containing minimum 50% total oxides (calcium and magnesium oxides). Between forty and sixty percent shall pass a 100-mesh sieve and 100% shall pass a 20-mesh sieve, in accordance with Section M.18.05 of the State Standards.
- E. Seed Mix: Quality seed, free of noxious seed such as Russian or Canadian Thistle, European Bindweed, Johnson Grass or Leafy Spurge. Indicate supplier, lot number, net weight, percent weed seed content, and guaranteed percent purity and germination as follows:

<u>Seed Type</u>	<u>Proportion by Weight</u>	<u>Percent Purity</u>	<u>Percent Germination</u>
Ruby Red Chewing Fescue	20	96	90
Marion Kentucky Bluegrass	20	96	85
Baron Kentucky Bluegrass	20	96	85
Ranger Perennial Ryegrass	20	96	90
Palmer Perennial Ryegrass	20	96	90

PART 3 EXECUTION

3.1 GRASS SEEDING

- A. General – Plant seed between the periods of March 15 to June 15 and/or August 15 to October 15. Re-seed all newly filled or disturbed areas.
- B. Topsoil - place and spread to a compacted thickness of not less than 6 inches where areas are filled or disturbed as a result of the construction operations. Key to underlying sub-grade by means of harrows, rollers or other suitable and approved equipment. Do not begin placement until areas have been properly graded and prepared.
1. Apply water as required, and in a manner that will prevent washing and eroding.
- C. Soil Preparation - remove all ground surface irregularities to eliminate low areas where ponding of water will occur.

1. Immediately prior to seeding, lightly till soil into an even and loose seedbed at the specified or directed line and grade.
- D. Fertilizing - till lime into the upper 3-inch layer of loam at the rate of 46 pounds per 1,000 square feet of area to be seeded. Repeat procedure for application of fertilizer at the rate of 21 pounds of 10-6-4 commercial fertilizers per 1,000 square feet. Remove sticks, stones and debris from the areas and dispose of as directed.
- E. Seeding - apply seed with mechanical landscape drill so that seed will have about 1/4" cover. Do not drill seed in windy weather or when ground is frozen. Use broadcast or hydraulic seeding methods only in areas inaccessible to machine methods; or use hydraulic equipment capable of pumping 100 gallons per minute at 100 pounds per square inch. Provide means for estimating volume used or remaining in storage tank.
1. Water and maintain seeded areas for periods of 5 weeks following seeding including mowing. Avoid standing water, surface wash or scour. Protect seeded areas from vehicle and pedestrian traffic by use of barriers and signs.
 2. Reseed areas where a satisfactory stand of grass, which has no bare spots larger than 72 square inches covering a maximum of 2 percent of the entire grassed area, has not been produced in a 5-week period. Repeat seeding until accepted.
- F. Mulching - add cellulose fiber mulch in proper proportional quantities of water in a slurry tank and thoroughly mix. Spray mulch uniformly over seeded areas at the rate of 1,000 pounds per acre. Do not mulch in the presence of free surface water resulting from rain, melting snow or similar causes.

END OF SECTION

SECTION 02920 – BARRIER NETTING SYSTEM

PART 1 GENERAL

1.1 WORK INCLUDES

- A. Complete system design with supporting structural calculations of forces, design assumptions, soil and foundation presumptive or empirical correlations, labor, provide equipment and materials and complete all work necessary to furnish and install the athletic barrier netting system, as indicated on the drawings and as specified herein. Athletic equipment shall include, but not be limited to, the ball stop barrier system parallel to Grosvenor Avenue.

1.2 REFERENCES

- A. Comply with applicable requirements of the following standards. Where these standards conflict with other specified requirements, the most restrictive requirements shall govern.
 - a. National Federation of State High School Associations (NFHS)
 - b. National Collegiate Athletic Association (NCAA)
 - c. International Amateur Athletic Association (IAAF)
 - d. American Sports Builders Association (ASBA)
 - e. Manufacturers Data and Recommended Installation Requirements

1.3 RELATED WORK SPECIFIED ELSEWHERE

Section 02230 – Site Preparation

1.4 QUALITY ASSURANCE

- A. A. Manufacturers Product Data
 - 1. Provide manufacturers product data prior to actual field installation work, for Architects or Owners representative's review.
- B. Shop Drawings
 - 1. Provide drawings of the manufacturer's recommended installation and foundation requirements prior to actual field installation work, for Architects or Owners representative's review.

C. Warranty

Manufacturer warranties shall pass to the Owner and certification made that the product materials meet all applicable grade trademarks or conform to industry standards and inspection requirements.

D. PRODUCT DELIVERY AND STORAGE

Materials delivered to the site shall be examined for damage or defects in shipping. Any defects shall be noted and reported to the Owner's representative. Replacements, if necessary, shall be immediately re-ordered, so as to minimize any conflict with the construction schedule. Sound materials shall be stored above ground under protective cover or indoors so as to provide proper protection.

PART 2 PRODUCTS

2.1 MATERIALS

A. Netting System – barrier netting system 20' high.

2.2 COMPONENTS

- a. Sonotube, Quik-Tube, or other pole pier and footing foundation formwork.
- b. All associated pole foundation steel reinforcement, galvanized steel brackets, anchor bolts, nuts, locking washers, and all mechanical fasteners.
- c. Cast-in-place pole foundation cement concrete that meets the RI DOT, Standard Specifications for Road & Bridge Construction, latest edition, Section 601, Portland Cement Concrete, and XX Class of Concrete, miscellaneous.
- d. Poles 4" OD Aluminum X 0.188" Wall Powder Coated Black.
- e. PVC Ground Sleeves 36."
- f. 3/16" Steel Cable Coated Black to 1/4."
- g. 1/4" Braided Rope & Hoisting Pulley Systems with Cleats for Raising & Lowering Netting.
- h. Recommended Netting 3.0mm Knotless HTPP or #36 Knotted Nylon.
- i. Available Netting Mesh Sizes: 1-3/4" Square, 4" Square, 1-1/2" Square, 7/8" Square.

PART 3 EXECUTION

3.1 INSTALLATION OF EQUIPMENT

- A. All athletic equipment shall be installed as recommended with the manufacturer's written directions, and as indicated in the drawings.

END OF SECTION

**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

EXHIBITS

**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**EXHIBIT A
DAVIS BACON WAGE FORM**

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Rev. Dec. 2008

OMB No.:1235-0008
Expires: 04/30/2021

NAME OF CONTRACTOR OR SUBCONTRACTOR					ADDRESS					OMB No.:1235-0008 Expires: 04/30/2021										
PAYROLL NO.			FOR WEEK ENDING			PROJECT AND LOCATION				PROJECT OR CONTRACT NO.										
(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT, OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK
							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA				WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS		
HOURS WORKED EACH DAY																				
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE
31 OF THE UNITED STATES CODE.

**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**EXHIBIT B
HUD SECTION 3 REQUIREMENTS**

Section 3 Requirements

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701-u (Section 3).

The purpose of Section 3 is to ensure that economic opportunities, and most importantly, employment is generated by HUD financial assistance. HUD-assisted Section 3 Project employment opportunities shall be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75 which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) In accordance with the requirements of 24 CFR 75.19, the Contractor agrees to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations that the

Contractor shall ensure that employment and training opportunities arising in connection with the

Section 3 Project are provided to Section 3 Workers within the East Providence area where the

Section 3 Project is located. Where feasible, priority for opportunities and training described in this section should be given to:

Section 3 Workers residing within the East Providence area and/or the neighborhood of the project, and

Participants in YouthBuild Programs. The Contractor further agrees to the greatest extent feasible and consistent with existing Federal, state and local laws and regulations, that priority contracting opportunities should be given to Section 3 Business Concerns that provide economic opportunities to Section 3 workers residing within the service area of the neighborhood of the project, and YouthBuild Programs.

The Contractor agrees to include a Section 3 requirements clause in every subcontract for a

Section 3 project. The Contractor understands it must require subcontractors to meet the requirements of 24 CFR Part 75 regardless of whether the Section 3 language is included in subcontracts, and agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations 24 CFR part 75.

The Contractor will post copies of a notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth the bench marks for labor hours worked by

Section 3 Workers and Targeted Section 3 Workers, and availability of any labor positions, apprenticeships, and training positions and the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

Contractor Benchmarks:

1. Section 3 workers make up 25% of the total number of labor hours worked by all workers, and
2. Targeted Section 3 workers make up 5% of the total number of labor hours worked by all workers.

Reporting Requirement:

- Total number of labor hours worked; and
- Total number of labor hours worked by Section 3 Workers, and
- Total number of labor hours worked by Targeted Section 3 Workers

**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

**EXHIBIT C
WAGE COMPLIANCE HUD 4010**

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
 - ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
 - iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.
- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.
- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.
- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**CITY OF EAST PROVIDENCE
HULL STREET PLAYGROUND DRAINAGE IMPROVEMENTS**

EXHIBIT D

ACTIVITIES TO SHOW EFFORTS TO COMPLY WITH SECTION 3

Total Number of Activities	<input type="text"/>
Total Labor Hours	<input type="text"/>
Total Section 3 Worker Hours	<input type="text"/>
Total Targeted Section 3 Worker Hours	<input type="text"/>

Qualitative Efforts - Number of Activities by Program:

	CDBG
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	<input type="text"/>
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	<input type="text"/>
Direct, on-the job training (including apprenticeships).	<input type="text"/>
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.	<input type="text"/>
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).	<input type="text"/>
Outreach efforts to identify and secure bids from Section 3 business concerns.	<input type="text"/>
Technical assistance to help Section 3 business concerns understand and bid on contracts.	<input type="text"/>
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.	<input type="text"/>
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.	<input type="text"/>
Held one or more job fairs.	<input type="text"/>
Provided or connected residents with supportive services that can provide direct services or referrals.	<input type="text"/>
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.	<input type="text"/>
Assisted residents with finding child care.	<input type="text"/>
Assisted residents to apply for, or attend community college or a four year educational institution.	<input type="text"/>
Assisted residents to apply for, or attend vocational/technical training.	<input type="text"/>

Assisted residents to obtain financial literacy training and/or coaching.	<input type="text"/>
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.	<input type="text"/>
Provided or connected residents with training on computer use or online technologies.	<input type="text"/>
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.	<input type="text"/>
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	<input type="text"/>
Other.	<input type="text"/>